

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

Monday, June 25, 2018

4:30 pm

Council Chambers

Civic Centre

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	Pages
<b>1. Adoption of Minutes</b>	14 - 29
Mover Councillor J. Krmpotich Seconder Councillor S. Butland	
Resolved that the Minutes of the Regular Council Meeting of 2018 06 11 be approved.	
<b>2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>	
<b>3. Declaration of Pecuniary Interest</b>	
<b>4. Approve Agenda as Presented</b>	
Mover Councillor J. Krmpotich Seconder Councillor P. Christian	
Resolved that the Agenda for 2018 06 25 City Council Meeting as presented be approved.	
<b>5. Proclamations/Delegations</b>	
<b>5.1 Police Chief Swearing In</b>	
Chief Hugh Stevenson will be in attendance to be officially sworn in as Chief of the Sault Ste. Marie Police Service.	
<b>5.1.1 Additional Information</b>	30 - 31
<b>5.2 Update on Current Social Services Initiatives</b>	

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

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

Mover Councillor O. Grandinetti  
Seconder Councillor S. Butland

Resolved that all the items listed under date 2018 06 25 – Agenda item 6 – Consent Agenda be approved as recommended.

**6.1 Correspondence** 32 - 33

Correspondence from David Thompson, RAIN Project Coordinator, Sault Ste. Marie Innovation Centre, is attached.

Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland

Resolved that Sault Ste. Marie City Council supports a proposal from the Sault Ste. Marie Innovation Centre, Sault Ste. Marie Economic Development Corporation, Algoma University, Invasive Species Centre and the Central Ontario Section of the Canadian Institute of Forestry to host Tree Canada's Canadian Urban Forest Conference in 2020.

**6.2 Council Travel**

Mover Councillor O. Grandinetti  
Seconder Councillor P. Christian

Resolved that Councillor L. Turco be authorized to travel to Ottawa for 2 days in August for an AMO Board meeting at an estimated cost to the City of \$1,100.

Mover Councillor O. Grandinetti  
Seconder Councillor P. Christian

Resolved that Councillor L. Turco be authorized to travel to Ottawa for 3 days in August for the AMO Annual Conference at an estimated cost to the City of \$2,250.

Mover Councillor O. Grandinetti  
Seconder Councillor P. Christian

Resolved that Mayor C. Provenzano be authorized to travel to Toronto for one day in June for a meeting with Noront at a cost to the City of \$660.

**6.3 Land Ambulance Service – One Year Extension** 34 - 58

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

Mover Councillor J. Krmpotich

**Seconder Councillor P. Christian**

Resolved that City staff be directed to work with District of Sault Ste. Marie Social Services Administration Board to effect a one-year extension of the current Land Ambulance Services Agreement on the same basic terms along with adjustments for City administration costs, found in the current contract and report back in Q1 2019 on options for delivery of land ambulance services going forward.

**6.4**

**Property Tax Appeals**

**59 - 61**

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

Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2018 06 25 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act*.

**6.5**

**Registration of Tax Arrears Certificates and Sale**

**62 - 66**

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

Mover Councillor O. Grandinetti  
Seconder Councillor S. Butland

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2018 06 25 be received and that the City Tax Collector be authorized to commence tax sale proceedings in accordance with the *Municipal Act 2001*.

**6.6**

**Sault College iE3 Project Economic Diversification Fund Agreement**

**67 - 68**

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

The relevant By-law 2018-138 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

**6.7**

**Bulk Purchase of Ice and Classroom Time – Huron-Superior Catholic District School Board**

**69 - 70**

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

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that the report of the Director, Community Services – Community Development and Enterprise dated 2018/06/25 be received.

A by-law authorizing execution of the agreement will appear on a future

Council agenda.

**6.8 Pouring Rights – Essar Centre/GFL Memorial Gardens**

71 - 73

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

Mover Councillor O. Grandinetti  
Seconder Councillor S. Butland

Resolved that the report of the Director, Community Services, Community Development and Enterprise Services dated 2018 06 25 be received.

A by-law authorizing execution of the agreement will appear on a future Council agenda.

**6.9 Restaurant/Lounge Space at John Rhodes Community Centre**

74 - 77

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

Mover Councillor O. Grandinetti  
Seconder Councillor P. Christian

Resolved that the report of the Director, Community Services – Community Development and Enterprise Services dated 2018 06 25 be received and an RFP be conducted to select a new operator for a restaurant/lounge space.

Furthermore Be It Resolved that if no successful bids are received that the City operate the facility from September 2018 to May 2019 and report back to Council.

**6.10 Request for Financial Assistance for National/ International Sports Competitions – Sault Surge Aquatic Team**

78 - 79

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

Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland

Resolved that the report of the Manager of Recreation and Culture dated 2018 06 25 concerning Request for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that a \$400 financial assistance grant for the Sault Surge Aquatic Team for financial assistance to attend the 2018 Canadian Junior Swimming Championships to be held in Winnipeg, Manitoba from July 25 to July 30, 2018 in the amount of \$400 be approved.

**6.11 2018 Concrete Curb and Sidewalk Program**

80 - 85

A report of the Director of Public Works is attached for the consideration of Council.

Mover Councillor J. Krmpotich

Seconder Councillor P. Christian

Resolved that the report of the Director of Public Works dated 2018 06 25 concerning Public Works 2018 curb and sidewalk program be received as information.

6.12	<b>Northern Avenue EA – Notice of Completion</b>	86 - 87
	A report of the Director of Engineering is attached for the information of Council.	
	Mover Councillor J. Krmpotich Seconder Councillor S. Butland	
	Resolved that the report of the Director of Engineering dated 2018 06 25 concerning the Northern Avenue Environmental Assessment Notice of Completion be received as information.	
6.13	<b>2018 Biennial Bridge Inspections</b>	88 - 89
	A report of the Director of Engineering is attached for the consideration of Council.	
	Mover Councillor O. Grandinetti Seconder Councillor S. Butland	
	Resolved that the report of the Director of Engineering dated 2018 06 25 be received and that the City enter into an agreement for professional services with STEM Engineering for 2018 biennial bridge inspections for the fee of \$31,500.	
6.14	<b>Aqueduct Repairs – Contract 2018-10E</b>	90 - 93
	A report of the Design and Construction Engineer is attached for the consideration of Council.	
	The relevant By-law 2018-140 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.15	<b>Huron Street at Wellington Street Intersection – Traffic Signal Removal</b>	94 - 96
	A report of the Design and Construction Engineer is attached for the consideration of Council.	
	Mover Councillor O. Grandinetti Seconder Councillor P. Christian	
	Resolved that the report of the Design and Construction Engineer dated 2018 06 25 be received and that staff be directed not to replace traffic signals at the Huron Street and Wellington Street West intersection but instead install a stop sign at Huron Street in accordance with the attached drawing by Tulloch Engineering.	

6.16	<b>Economic Growth Community Improvement Plan 2018</b>	97 - 111
	A report of the Planning Director is attached for the consideration of Council.	
	Mover Councillor O. Grandinetti Seconder Councillor P. Christian	
	Resolved that the report of the Planning Director dated 2018 06 25 concerning the Economic Growth Community Improvement Plan be received and that staff be directed to give public notice of the proposed Economic Growth CIP in accordance with the provisions of the <i>Planning Act</i> for this matter to be considered by Council at the July 16 meeting.	
6.17	<b>Fire Master Plan By-laws</b>	112 - 113
	A report of the Fire Chief is attached for the consideration of Council.	
	The relevant By-laws 2018-127, 2018-128, 2018-129 and 2018-139 are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.18	<b>Naloxone Agreement between Algoma Public Health and the City of Sault Ste. Marie</b>	114 - 122
	A report of the Fire Chief is attached for the consideration of Council.	
	The relevant By-law 2018-130 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.19	<b>Housekeeping – Standard Encroachment Agreement</b>	123 - 124
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2018-141 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.20	<b>Housekeeping – Transient Traders and Peddlers By-law</b>	125 - 126
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2018-133 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.21	<b>Rotary Club of Sault Ste. Marie Tree Planting Partnership</b>	127 - 130
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	Mover Councillor J. Krmpotich Seconder Councillor S. Butland	
	Resolved that the report of the Manager of Recreation and Culture dated 2018 06 25 concerning Rotary Club of Sault Ste. Marie Tree Planting Partnership	

be received and that the planting of trees on mutually agreed upon municipal land and the provision of in-kind services for implementation of the initiative be approved in principle.

A by-law authorizing execution of an agreement will appear upon a future Council Agenda.

## 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

7.7.1 A-8-18-Z – 188 Kohler Street – 1890685 Ontario Inc. (c/o Ruscio Masonry & Construction Limited) 131 - 133

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

Mover Councillor J. Krmpotich  
Seconder Councillor S. Butland

Resolved that the report of the Senior Planner dated 2018 06 25 concerning Rezoning Application A-8-18-Z be received and that Council postpone this application to 2018 07 16 to allow the applicant to further review potential development options.

7.7.2 A-12-18-Z – 100 Estelle Street – 1972659 Ontario Ltd. c/o Carlo Gervasi 134 - 156

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

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that the report of the Senior Planner dated 2018 06 25 concerning Rezoning Application A-12-18-Z be received and that Council approve the application and rezone the subject property in the following manner:

1. That the northeast portion of the subject property, shown as '*Additional Future Low Density Residential Development*' on the attached maps, be rezoned from Institutional Zone (I) to Low Density Residential Zone (R3).
2. That the remainder of the property be rezoned from Institutional Zone (I) to Low Density Residential Zone (R3.S) with a special exception to permit:

- Up to 25 dwelling units within the existing building footprint upon the property in addition to the uses permitted in an R3 Zone.
- A 1.5m fence to be erected in a front yard.
- Required parking to be located in an exterior side yard.

Further that the property be deemed subject to Site Plan Control, pursuant to Section 41 of the *Planning Act*.

And that the Legal Department be directed to prepare the necessary by-law to effect this approval.

**7.7.2.1 Correspondence** 157 - 158

**7.8 Boards and Committees**

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

**8.1 Landfill Accessibility**

Mover Councillor S. Hollingsworth  
Seconder Councillor S. Myers

Whereas there are individuals within the community who cannot drive due to disabilities which prevent them from being able to dispose of hazardous material at the City's landfill site; and

Whereas at present the City does not have a process to assist those with disabilities to access the landfill site; and

Whereas it is desirable that City services, wherever possible, enable independent living to all residents; and

Whereas the City has a mandate to eliminate barriers;

Now Therefore Be It Resolved that appropriate staff be requested to report as to options to enable those who cannot safely dispose of hazardous materials at the City's landfill site, including anticipated costs that may be incurred. The report may consider:

1. Options of having "neighbourhood" hubs that are accessible by this specific group for the disposal of hazardous material;
2. Working closely with the Transit parabus team that currently supports citizens with disabilities for a possible solution;
3. Consider researching into a limited number of "pick-ups" for those deemed to have disabilities that cannot drive to the city's landfill site.

And, further that the report be submitted prior to consideration of the 2019 budget.

**8.2**

**Support of Supersize Lock**

Mover Councillor S. Hollingsworth  
Seconder Councillor S. Myers

Whereas the Canadian and American locks are the only marine connection between Lake Superior and the lower Great Lakes; and

Whereas recently there have been several positive announcements stating the construction of the “superlock” is a priority for the US Corps of Engineers; and

Whereas the committee on Armed Services Report on the National Defense Authorization Act of 2019 passed the US House the week of May 30, 2018 by a vote of 351-66, urging the Corps of Engineers and all involved executive branch to expedite the process toward construction; and

Whereas the state of Michigan will set aside \$50 million in its 2019 budget to cover its potential share of a \$1 billion project to build a new supersize shipping lock; and

Whereas the construction of the supersize lock would have significant positive economic impact on both the US and Canadian economies; and

Whereas there is strong potential that local Canadian businesses, contractors, and labour would be needed to complete one of the largest Michigan projects; and

Whereas Sault Ste. Marie Canada's support of construction of the supersize lock would provide a positive message to our American neighbours, especially to the Sault Ste. Marie Michigan Mayor and Council, who are our counterparts in ensuring prosperity exist for both twin cities;

Now Therefore Be It Resolved that Council support the building of the supersize lock by providing a letter of support as required and to offer any additional support that may be appropriate to Sault Ste. Marie Michigan Mayor and Council, which may include participating in summits and/or future meetings.

**9.**

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

**10.**

**Adoption of Report of the Committee of the Whole**

**11.**

**Consideration and Passing of By-laws**

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that all By-laws under item 11 of the Agenda under date 2018 06 25 be approved.

**11.1**

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

11.1.1	<b>By-law 2018-127 (Appointment) Deputy Fire Chief Operations, Training and Logistics</b>	159 - 159
	A report from the Fire Chief is on the Agenda.	
	Mover Councillor J. Krmpotich Seconder Councillor P. Christian	
	Resolved that By-law 2018-128 being a by-law to appoint Stuart Cole as Deputy Fire Chief Operations, Training and Logistics be passed in open Council this 25th day of June, 2018.	
11.1.2	<b>By-law 2018-128 (Appointment) Fire Prevention Officers</b>	160 - 160
	A report from the Fire Chief is on the Agenda.	
	Mover Councillor J. Krmpotich Seconder Councillor P. Christian	
	Resolved that By-law 2018-128 being a by-law to appoint Dan Fraser, Rocco Celetti, Paul Antonello and Carlo Provenzano as Fire Prevention Officers for the purpose of enforcing By-law 81-404 and By-law 2009-82 be passed in open Council this 25th day of June, 2018.	
11.1.3	<b>By-law 2018-129 (Fire Services) Delegation of Authority of the Fire Chief</b>	161 - 162
	A report from the Fire Chief is on the Agenda.	
	Mover Councillor J. Krmpotich Seconder Councillor P. Christian	
	Resolved that By-law 2018-129 being a by-law to delegate the authority of the Fire Chief of the City of Sault Ste. Marie to designated staff members of the Sault Ste. Maire Fire Services be passed in open Council this 25th day of June, 2018.	
11.1.4	<b>By-law 2018-130 (Agreement) Naloxone Agreement with The Board of Health for the District of Algoma Health Unit</b>	163 - 168
	A report from the Fire Chief is on the Agenda.	
	Mover Councillor J. Krmpotich Seconder Councillor P. Christian	
	Resolved that By-law 2018-130 being a by-law to authorize the execution of the Agreement between the City and The Board of Health for the Algoma Health Unit for the Naloxone Service Agreement for Police and Fire be passed in open Council this 25th day of June, 2018.	
11.1.5	<b>By-law 2018-133 (Peddler and Food Vendor Licencing)</b>	169 - 169
	A report from the Solicitor/Prosecutor is on the Agenda.	
	Mover Councillor J. Krmpotich Seconder Councillor P. Christian	

Resolved that By-law 2018-133 being a by-law to repeal By-laws 2016-189, 2017-227 and 2017-232 (being by-laws to amend repealed Licensing By-laws 2003-51 and 2003-53) be passed in open Council this 25th day of June, 2018.

- 11.1.6 **By-law 2018-136 (Property Sale) Yates Avenue to Trimount Construction Group Inc.** 170 - 171

Council Report was passed by Council resolution on April 26, 2004.

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that By-law 2018-136 being a by-law to authorize the sale of surplus property being property on Yates Avenue (legally described as PT S.W. 1/4 SECTION 34; Sault Ste. Marie, Part PIN 31609-0379) to Trimount Construction Group Inc. or as otherwise directed by them be passed in open Council this 25th day of June, 2018.

- 11.1.7 **By-law 2018-138 (Agreement) Sault College Funding** 172 - 185

A report from the Deputy CAO, Community Development and Enterprise Services is on the Agenda.

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that By-law 2018-38 being a by-law to authorize the execution of the Agreement between the City and Sault College of Applied Arts and Technology for the contribution to the construction project of the Institute for Environment Education and Entrepreneurship (iE3) program be passed in open Council this 25th day of June, 2018.

- 11.1.8 **By-law 2018-139 (Appointment) Deputy Fire Chief Fire Prevention, Public Education and Emergency Management** 186 - 186

A report from the Fire Chief is on the Agenda.

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that By-law 2018-139 being a by-law to appoint Paul Milosevich as Deputy Fire Chief Fire Prevention, Public Education and Emergency Management be passed in open Council this 25th day of June, 2018.

- 11.1.9 **By-law 2018-140 (Agreement) Aqueduct Repairs to the East Davignon Creek (Contract 2018-10E)** 187 - 189

A report from the Design and Construction Engineer is on the Agenda.

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that By-law 2018-140 being a by-law to authorize the execution of the Contract between the City and 1187839 Ontario Limited for repairs to the East Davignon Creek Second Line crossing, just west of Farwell Terrace, and the small (westerly) Central Creek aqueduct on Central Street near McKenzie Avenue (Contract 2018-10E) be passed in open Council this 25th day of June, 2018.

- 11.1.10 **By-law 2018-141 (Agreement) Standard Encroachment Agreement** 190 - 194

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

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that By-law 2018-141 being a by-law to authorize a standard encroachment agreement for commercial and residential developments and to repeal By-law 2012-66 be passed in open Council this 25th day of June, 2018.

- 11.1.11 **By-law 2018-150 (Licencing) Rotaryfest 2018** 195 - 197

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that By-law 2018-150 being a by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2018 be passed in open Council this 25th day of June, 2018.

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

- 11.3 **By-law 2018-137(Streets) Rename A Portion Of Ontario Avenue** 198 - 198

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

Mover Councillor J. Krmpotich  
Seconder Councillor P. Christian

Resolved that By-law 2018-137 being a by-law to rename a portion of Ontario Avenue between Pine Street and Upton Road be read the FIRST and SECOND time in open Council this 25th day of June, 2018.

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

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

13. **Closed Session**

Mover Councillor O. Grandinetti  
Seconder Councillor S. Butland

Resolved that this Council proceed into closed session regarding an

acquisition of property and a disposition of property;

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

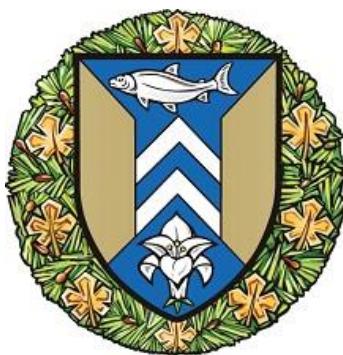
*(Municipal Act R.S.O. 2002 – section 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality)*

**14.**

**Adjournment**

Mover Councillor O. Grandinetti  
Seconder Councillor S. Butland

Resolved that this Council now adjourn.



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

Monday, June 11, 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 J. Hupponen, Councillor L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich

Absent: Councillor O. Grandinetti

Officials: A. Horsman, R. Tyczinski, T. Vair, L. Girardi, N. Kenny, S. Schell, P. Milosevich, D. Elliott, B. Lamming, R. Madonna

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2018 05 28 be approved.

**Carried**

### **2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**

### **3. Declaration of Pecuniary Interest**

#### **3.1 Councillor L. Turco – Municipal Law Enforcement Officers**

Spouse employed by Police Service

eSCRIBE Minutes

**3.2 Councillor L. Turco – Vehicle for Hire – New Rates**

Spouse employed by Police Service

**3.3 Councillor L. Turco – By-law 2018-118 (Parking) Amend By-law 90-305 Municipal By-law Enforcement Officers**

Spouse employed by Police Service

**3.4 Councillor M. Shoemaker – Status Update on the Disposition of 22 MacDonald Avenue**

Purchaser is a client of law firm

**3.5 Councillor M. Shoemaker – Fox Run Developments – Foxborough Trail – Sale of 1-Foot Reserve**

One of the parties is a client of law firm

**3.6 Councillor M. Shoemaker – By-law 2018-126 (Zoning) 87, 95, 107 Huron Street (1188004 Ontario Inc.)**

Numbered company is a client of law firm

**3.7 Councillor S. Hollingsworth – Fox Run Developments – Foxborough Trail – Sale of 1-Foot Reserve**

Business relationship with company

**3.8 Councillor M. Shoemaker – By-law 2018-125 (Property) Declare Surplus and Authorize Disposition of 1 Foot Reserve (Fox Run Subdivision)**

One of the parties is a client of law firm

**3.9 Councillor S. Hollingsworth – By-law 2018-125 (Property) Declare Surplus and Authorize Disposition of 1 Foot Reserve (Fox Run Subdivision)**

Business relationship with company

**4. Approve Agenda as Presented**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the Agenda for 2018 06 11 City Council Meeting as presented be approved.

**Carried**

**5. Proclamations/Delegations**

**5.1 World Elder Abuse Awareness Day**

Evelyn Theriault, Seniors Rights Protection Council of Sault Ste. Marie and Area was in attendance.

**5.2 World Refugee Day**

Sean Halliday, Local Immigration Partnership was in attendance.

**5.3 Canadian Multiculturalism Day**

Sean Halliday, Local Immigration Partnership was in attendance.

**5.4 PUC Rate Application**

Jim Boniferro, Chair and Robert Brewer, President, Chief Executive Officer, PUC Services Inc. were in attendance.

**5.5 Vehicle for Hire – New Rates**

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

Ray Dawson was in attendance.

Michael Adams was in attendance.

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor S. Butland

Resolved that all the items listed under date 2018 06 11 – Agenda item 6 – Consent Agenda save and except Agenda items 6.11 and 6.17 be approved as recommended.

**Carried**

**6.1 Korah Collegiate Relay for Life Event**

The relevant By-law 2018-132 is listed under item 11 of the Minutes.

**6.2 2017 Audited Financial Statements**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Audits and Capital Planning dated 2018 06 11 concerning 2017 Audited Financial Statements be received and that the audited Consolidated Financial Statements and Trust Fund Statements for 2017 be approved.

**Carried**

**6.3 RFP – Engineering Services – Replacement of Transit Garage Roof**

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

The relevant By-law 2018-124 is listed under item 11 of the Minutes.

**6.4 RFP – Engineering Services – Repairs to Façade of Storage Building at Regional Emergency Services Complex**

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

The relevant By-law 2018-123 is listed under item 11 of the Minutes.

**6.5 Heritage Property Tax Rebate Program**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated 2018 06 11 concerning Heritage Property Tax Rebate Program be received and the recommendation of the Sault Ste. Marie Municipal Heritage Committee that 1164 Queen Street East be enrolled in the Heritage Property Tax Rebate Program be approved.

**Carried**

**6.6 Municipal Parking Lot Lighting – LED Conversion**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Transit and Parking dated 2018 06 11 concerning municipal parking lot lighting be received and that an additional \$43,320 be allocated from the Green Committee Reserve to cover costs associated with the implementation of the municipal parking lot lighting retrofit.

**Carried**

**6.7 Municipal Law Enforcement Officers**

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

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

The relevant By-law 2018-118 is listed under item 11 of the Minutes.

**6.8 Miscellaneous Paving – Contract 2018-9E**

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

The relevant By-law 2018-120 is listed under item 11 of the Minutes.

**6.9 Fort Creek Aqueduct – Revised Engineering Agreement**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Design and Construction Engineer dated 2018 06 11 be received and that the engineering fee limit in Tulloch Engineering's agreement for reconstruction of the Fort Creek Aqueduct be increased to \$876,289 to include contract administration and construction inspection.

**Carried**

**6.10 Upgrades to Class D Gravel Roads**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Director of Engineering dated 2018 06 11 concerning upgrades to class D gravel roads be received and that the Legal Department be directed to investigate the acquisition of the remaining existing class D road private rights-of-way.

**Carried**

**6.12 Landfill Operations and Monitoring 2017 – Environmental Monitoring Committee**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Land Development and Environmental Engineer dated 2018 06 11 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

**Carried**

**6.13 Local Planning Appeal Tribunal – 248 Wallace Terrace and 292 Farwell Terrace (A-7-18-Z.OP)**

The report of the City Solicitor was received by Council.

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

Resolved that the report of the City Solicitor dated 2018 06 11 concerning Local Planning Appeal Tribunal – 248 Wallace Terrace and 292 Farwell Terrace be received as information.

**Carried**

**6.14 Status Update on the Disposition of 22 MacDonald Avenue**

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

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

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

Resolved that staff be directed to waive the tipping fees related to the removal of soil from 22 MacDonald Avenue on the following basis:

1. That tipping fees be waived up a maximum of 3,000 tonnes of soil from 22 MacDonald Avenue, tested in accordance with City procedure and found to be useable by the City and conditional on (b), (c) and (d) herein;
  2. That the Purchaser confirm in writing on or before 6:00 p.m. on June 11, 2018 that all conditions in the Agreement have been satisfied;
  3. That the Purchaser further confirm in writing on or before 6:00 p.m. on June 11, 2018 that the Purchaser shall assume all environmental risk, costs and liability with respect to the subject property and complete the transaction on June 29, 2018; and
  4. That these conditions shall survive the closing of the transaction,
- and that the Legal Department be directed to complete any necessary documentation to facilitate same.

**Carried**

**6.15 Fox Run Developments – Foxborough Trail – Sale of 1-Foot Reserve**

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

Councillor S. Hollingsworth declared a conflict on this item. (Business relationship with company)

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

The relevant By-law 2018-125 is listed under item 11 of the Minutes.

**6.16 Lane Closing and Conveyance – Cornwall and York**

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

The relevant By-law 2018-121 is listed under item 11 of the Minutes.

**6.11 Request to Rename a Portion of Ontario Avenue**

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

Lt. Col. Lance Knox, Commander, 49th Field Regiment was in attendance.

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Engineering dated 2018 06 11 be received and that the section of Ontario Avenue between Pine Street and Upton Road be renamed Garrison Way;

Further that the Legal Department be directed to prepare the necessary by-law to effect the same.

**Carried**

**6.17 Vehicle for Hire – New Rates**

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

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Legal Department dated 2018 05 28 concerning rates and licencing considerations be received and that Council direct staff to amend its vehicle for hire by-law as suggested in the Police Chief's letter dated April 9, 2018.

**Postponed**

**Postponement:**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that this item be postponed pending the provision of more substantial information.

**Carried**

**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**

**7.8.1 AMO Nomination**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that Councillor L. Turco be nominated by the City of Sault Ste. Marie to the Association of Municipalities of Ontario (AMO) Board of Directors – Large Urban Caucus for a two-year term (2018-2020).

**Carried**

**7.8.2 EDC Board Member Nominations**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the following persons be nominated to the Sault Ste. Marie Economic Development Corporation Board of Directors: Terry Rainone, Pramod Shukla, Bill Freiburger and the Deputy CAO Community Development and Enterprise Services, with Mayor C. Provenzano and Councillor S. Hollingsworth as non-voting members.

**Carried**

**7.8.3 Community Theatre Centre Appointments**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that Norman Fera and Bruce Butler be appointed to the Sault Ste. Marie Community Theatre Centre Board of Directors for a two-year period effective June 19, 2018.

**Carried**

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

**8.1 Former Hospital Site**

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas the maintenance and security of the former hospital properties has been sorely neglected; and

Whereas it appears very unlikely this prime waterfront area will be further developed in the foreseeable future; and

Whereas the former hospital buildings are crumbling and action needs to be taken for the elimination of personal risk, and to address the aesthetics of this property; and

Whereas this area is part of the community's prime waterfront and is situated along a main east-west corridor creating an eyesore which impacts the reputation of the City to visitors and is discouraging to local residents; and

Whereas a number of serious concerns have been cited by the residents of Riverwalk Condominiums who are literally living in the midst of this abandoned property site, including the following:

- Unrestricted vehicular access; cars and trucks regularly using the area for high speed, dangerous driving and illegal drug activity is observed daily
- People are frequently seen on the roof of the former General Hospital and risk of serious injury is a concern to those living adjacent
- Health concerns are great due to an extensive rat infestation and evidence of a haven for roosting and breeding for pigeons in both the former renal site and General Hospital building; and

Whereas the demand on policing is substantial and associated costs are high due to the inordinate number of complaints received from concerned citizens over the past two years regarding these properties because the site is an unsecured magnet for intruders; and

Whereas the state of this property does directly affect the residents of the Riverwalk Condominium and those in the surrounding neighbourhood; and

Whereas the entire City suffers as this prime waterfront area appears so poorly and could discourage investment in our community by a seeming lack of commitment to maintain high property standards;

Therefore Be It Resolved that appropriate staff be requested to investigate and report back to City Council by the first meeting in September on all options to exercise the full authority available to the municipality to address this serious issue; and

Further Be It Resolved that staff recommend a specific course of action that can be taken to resolve this matter.

**Carried**

**8.2 Road Resurfacing**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Butland

Whereas every year the City of Sault Ste. Marie reconstructs or resurfaces many municipal roads; and

Whereas every year new cracks, potholes and damage appear in the municipal roads; and

Whereas the potholes are caused, in part, by water entering into small cracks left in the asphalt when it is initially laid, then freezing, and expanding, which, over time, creates large potholes; and

Whereas the City of Sault Ste. Marie, like many cities and provinces in Canada, has a significant infrastructure deficit when it comes to road reconstruction and resurfacing; and

Whereas research has shown that reducing the number of cracks in freshly laid asphalt lengthens the life of said asphalt; and

Whereas new technology is being studied by the Ministry of Transportation to increase the lifespan of newly laid asphalt; and

Whereas the Ministry of Transportation is also considering water permeability standards for newly laid asphalt to ensure water is not entering cracks, and thereafter creating potholes;

Now Therefore Be It Resolved that staff be requested to investigate the new technology being studied by the Ministry of Transportation and offer their support to the development of reasonable water permeability standards in new asphalt as a way to improve the roads for Sault Ste. Marie motorists.

**Carried**

**8.3 Dogs at Large**

Moved by: Councillor J. Hupponen

Seconded by: Councillor M. Shoemaker

Whereas the new animal care and control by-law 2018-19 under section 6.1 "Running at Large" states that "no owner shall cause or permit a dog or cat to be at large in the City of Sault Ste. Marie. For the purpose of this by-law the dog or cat shall be deemed to be running at large if it is found in any place other than on the premises of its owner, not on a leash held by any person, not under control of any person"; and

Whereas there have been numerous complaints in the past and recently about dogs running at large on the Hub Trail, Bellevue Park and Hiawatha Park to name a few; and

Whereas in the past, any complaints regarding dogs running at larger were not addressed effectively due to lack of enforcement capabilities by our by-law enforcement officer or the local Humane Society;

Now Therefore Be It Resolved that City staff and Humane Society staff be requested to report with options to effectively enforce the running at large provisions of the animal care and control by-law.

**Carried**

**8.4 Animal-Free Circuses**

Moved by: Councillor J. Hupponen

Seconded by: Councillor M. Shoemaker

Whereas By-law 2018-19, a new and enhanced animal care and control by-law was passed on May 28, 2018 to ban domestic animals such as dogs and horses in animal exhibitions in the City of Sault Ste. Marie; and

Whereas the "Super Spectacular Circus" uses dogs and horses in their performances and therefore will be banned from including Sault Ste. Marie in their traveling circuit unless they can offer an animal-free circus event; and

Whereas circuses have been coming to our city for many years as a form of family entertainment; and

Whereas it would be disappointing to many residents if the event were not replaced; and

Whereas animal-free circuses can offer an extravaganza with an array of acrobats, clowns, dancers, magicians and jugglers; and

Whereas animal-free circuses are growing in popularity throughout the country

Now Therefore Be It Resolved that staff be requested to investigate animal-free entertainment options available within one calendar year.

**Carried**

## 8.5 Retail Cannabis Sites

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas Sault Ste. Marie has been told it will be one of the first 14 designations across Ontario to have a retail cannabis site and

Whereas a yet-to-be named location is scheduled to open this year; and

Whereas the province intends to open about 40 stand-alone marijuana retail stores; and

Whereas the City was required to provide the province with an inventory of potential properties zoned to accommodate the commercial outlet based on criteria provided by the province; and

Whereas the Ontario government, which will ultimately determine where a cannabis retail store will be located, has said that it will follow guidelines designed to protect youth by ensuring stores are not in close proximity to schools and preventing illegal storefronts; and

Whereas in recent months Sault Ste. Marie City Council has been informed more than once that our community has a higher than provincial average drug problem and that our youth are already at risk; and

Whereas City Council has also been informed that the non-medical use of marijuana is a proven pathway to increased chemical dependency use;

Now Therefore Be It Resolved that City Council goes on record opposing the opening of a retail cannabis outlet in our community.

Recorded	For	Against	Absent
Mayor C. Provenzano		X	
Councillor S. Butland		X	
Councillor P. Christian		X	
Councillor S. Myers	X		
Councillor S. Hollingsworth		X	
Councillor J. Hupponen		X	
Councillor L. Turco		X	
Councillor M. Shoemaker		X	
Councillor R. Niro		X	
Councillor M. Bruni		X	

Councillor F. Fata	X		
Councillor J. Krmpotich	X		
Councillor O. Grandinetti	X		
<b>Results</b>	<b>1</b>	<b>11</b>	<b>1</b>

**Defeated**

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

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

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that all By-laws under item 11 of the Agenda under date 2018 06 11 save and except By-laws 2018-125, 2018-126 and 2018-118 be approved.

**Carried**

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

**11.1.2 By-law 2018-120 (Agreement) Miscellaneous Paving Contract 2018-9E**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2018-120 being a by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for the 2018 road resurfacing program which includes resurfacing People's Road from Third Line to Fourth Line, Shore Drive from Pine Street to east limit, and Rosita Street from Ransome Drive to Ellis Road, as well as surface treatment of Brookfield Avenue from Second Line to the south limit and Laurier Avenue from Second Line to the south limit be passed in open Council this 11th day of June, 2018.

**Carried**

**11.1.3 By-law 2018-122 (Property) Sale of 84 Ruth Street**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2018-122 being a by-law to authorize the sale of surplus property being civic 84 Ruth Street, legally described in PIN 31581-0146 (LT) to 1927522 Ontario Inc. o/a

TTG Group and to repeal By-law 2018-109 be passed in open Council this 11th day of June, 2018.

**Carried**

**11.1.4 By-law 2018-123 (Agreement) Façade Repairs at RESC Centre**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2018-123 being a by-law to authorize the execution of the Agreement between the City and Elliott Engineering Inc. to provide engineering services for repairs to the façade at the RESC Centre be passed in open Council this 11th day of June, 2018.

**Carried**

**11.1.5 By-law 2018-124 (Agreement) Transit Garage Roof Replacement**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2018-124 being a by-law to authorize the execution of the Agreement between the City and Stem Engineering Group Incorporated to provide Engineering Services for replacement of the roof at the Transit Garage, 111 Huron Street be passed in open Council this 11th day of June, 2018.

**Carried**

**11.1.8 By-law 2018-131 (Appointments) Humane Society By-Law Enforcement Officers**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2018-131 being a by-law to appoint Municipal By-Law Enforcement Officers and Provincial Offences Officers to enforce City animal control by-laws be passed in open Council this 11th day of June, 2018.

**Carried**

**11.1.9 By-law 2018-132 (Noise Exemption) Relay for Life**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2018-132 being a by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate a fundraising event held by the Korah Relay for Life team from 7:00 p.m. on June 14, 2018 to 7:00 a.m. on June 15, 2018 be passed in open Council this 11th day of June, 2018.

**Carried**

**11.1.1 By-law 2018-118 (Parking) Amend By-law 90-305 Municipal By-law Enforcement Officers**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2018-118 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 11th day of June, 2018.

**Carried**

**11.1.6 By-law 2018-125 (Property) Declare Surplus and Authorize Disposition of 1 Foot Reserve (Fox Run Subdivision)**

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

Councillor S. Hollingsworth declared a conflict on this item. (Business relationship with company)

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2018-125 being a by-law to declare the City owned property legally described as PT PIN 31511-0310 (LT) PT RESERVE BLOCK 31, PLAN 1M589, BEING PT 2 1R13362; CITY OF SAULT STE. MARIE being a 1' reserve in the Fox Run Subdivision as surplus to the City's needs and to authorize the disposition of the said property to Sal-Dan Developments Limited or as otherwise directed be passed in open Council this 11th day of June, 2018.

**Carried**

**11.1.7 By-law 2018-126 (Zoning) 87, 95, 107 Huron Street (1188004 Ontario Inc.)**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that By-law 2018-126 being a by-law to remove the Holding (H) Provision from Zoning By-laws 2005-150 and 2005-151 for part of the lands known municipally as 87, 95, 107 Huron Street (1188004 Ontario Inc.).

**Carried**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that this Council proceed into closed session to receive a legal opinion concerning Construction Employer - Cost Benefit Report; and

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) (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose)*

**Carried**

- 14. Adjournment**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that this Council now adjourn.

**Carried**

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Mayor

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Deputy City Clerk

OFFICE OF THE MAYOR



CORPORATION OF THE  
CITY OF SAULT STE. MARIE

June 15, 2018

Chief Hugh Stevenson  
Sault Ste. Marie Police Services  
580 Second Line East  
Sault Ste. Marie, Ontario

Dear Chief Stevenson:

We are excited to welcome you to the Sault Ste. Marie Police Service. This letter is written on behalf of the Sault Ste. Marie Police Service Board (SSMPSB) and it is being provided to you with the full and unequivocal support of the SSMPSB.

The SSMPSB believes it is important that we outline, at the outset of our relationship, our perspective on the direction we believe the Sault Ste. Marie Police Service take, the values the SSMPSB intends on demonstrating through its leadership and the values, therefore, that should be reflected through your leadership.

Each member of the SSMPSB appreciates and recognizes our role as provided for by section 31(1) of the *Police Services Act* and your role as prescribed by section 41 of the *Act*. It is evident, from our perspective, that for us to properly discharge our respective roles, we need to work closely with one another so that the goals, objectives and governance of the organization are consistent with its operational mandate and that each support and further the other.

In this spirit, the SSMPSB would like the following positions to inform your operation plans and your day – to – day leadership of Sault Ste. Marie Police Services:

**Our service should be fiscally responsible and provide value to taxpayers:** We appreciate and recognize that the cost of providing policing services is increasing and that those increases largely relate to the rising cost of police labour. However, we need to be sensitive to the community's ability to pay for the service and work to find ways to ensure that the cost of the service does not create a hardship for the community or become unaffordable. The SSMPSB does not see increasing the budget for the Sault Ste. Marie Police Service in the near term. Therefore, while you will have discretion in allocating the funds available to you to operate the service, you will be expected to work within the current allocation for the foreseeable future. You will also be expected to allocate and direct resources towards the greatest needs in the community to ensure that our most acute challenges are being met.

**Our services should recognize the value in both traditional and community policing:** The SSMPSB appreciates the importance of community policing. The members of our police service should develop and maintain relationships within the community, support our community partners in addressing the root causes of crime and/or proactively address issues that help to deter or avoid criminal activity.

Notwithstanding, the SSMPSB believes that there is also value in traditional policing efforts and that one model does not have to exist at the expense of the other. We are confident that, with your experience and expertise, you can help Sault Ste. Marie develop a policing model that combines the best elements of both traditional policing and community policing. To put it simply, it is important to the SSMPSB that on a going forward basis we maintain our front – line patrol functions and that calls for service are responded to professionally and within acceptable response times.

**Our service should inspire confidence in the community:** Police officers serve an incredibly important community safety role but also have a significant social responsibility. Police officers are responsible to uphold and enforce the law and are, as a result, guardians of it. The community at large looks to the police service to protect their safety and their rights and needs to have confidence in its conduct and ability to do so. You are responsible to ensure that the service continues to develop constructive and productive relationships with our community partners. Further, you are responsible to ensure that our officers act in accord with their responsibilities, maintain a high level of conduct and integrity and have the right skills and training to serve our community capably. When an officer's conduct falls below the appropriate standard, it is our expectation that the officer's conduct will be addressed in a manner that preserves the public confidence in our service.

**Our service should have ambition:** The SSMPSB believes that our service can become a leader in policing in the province of Ontario and that we should develop a plan to meet that goal. The SSMPSB will be completing its current business plan shortly and we invite your guidance to assist us in developing a plan that is progressive and ambitious. We have confidence in your leadership and in the potential of both the service and our larger community. With the right plan and leadership, our service can and should become a provincial leader.

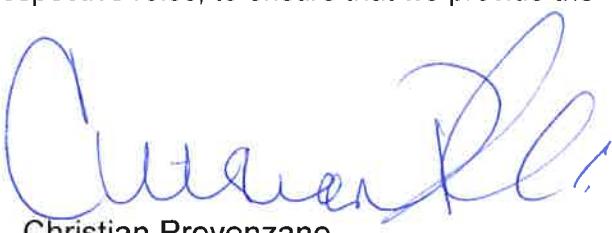
**Our service should have a positive culture and high morale:** We will not be able to achieve any of these goals if our senior leadership, uniformed officers and civilian staff do not feel respected, included and engaged. Positive culture and high morale are preconditions to the success of our organization. You should focus on ensuring that the Sault Ste. Marie Police Service is a positive and constructive work environment where merit and effort are recognized, encouraged and rewarded. It is your responsibility, working with the senior leadership team, to develop productive working relationships with and amongst our employees.

In conclusion, the SSMPSB believes that the Sault Ste. Marie Police Service as a collective, its civilian and uniformed members individually, and the community at large would all be well served if the SSMPSB, the Police Chief and the Sault Ste. Marie Police Service all made a sincere and concerted effort to live the Sault Ste. Marie Police Service motto: **Committed to Excellence in our Community.**

We look forward to working with you, each in our respective roles, to ensure that we provide the best policing services we can to our community.

Sincerely,

  
Donna Hilsinger  
Chair, SSM Police Service Board

  
Christian Provenzano  
Vice-Chair, SSM Police Service Board

## **Sault Ste. Marie's bid to host the next Canadian Urban Forest Conference in 2020**

Partners from Sault Ste. Marie Innovation Centre (SSMIC), Sault Ste. Marie Economic Development Corporation (SSMEDC), Algoma University, Invasive Species Centre, and the Central Ontario Section of the Canadian Institute of Forestry have expressed interest in preparing a proposal with the City of Sault Ste. Marie to host Tree Canada's Canadian Urban Forest Conference (CUFC) in 2020. The partners are seeking a resolution from Council to support a proposal bid to host the CUFC from the partners involved, which would include involvement from City staff to support conference planning if the bid is successful.

**Tree Canada**, Canada's national tree organization is seeking proposals by municipalities east of Saskatchewan to host the prestigious 14th Canadian Urban Forest Conference (CUFC) in 2020. The Canadian Urban Forest Conference (CUFC) is a national, bilingual conference that brings together approximately 350 foresters, urban planners, policy makers, researchers, students, NGOs and municipal experts to develop new strategies and to promote techniques to preserve and manage urban forests in Canada. With 82% of Canadians living in cities, trees play a significant role in providing environmental and psychological benefits to all. The conference is also an ideal opportunity for municipalities to profile the urban forests in local communities.

The CUFC is co-hosted by a municipality. This ensures that municipal resources are available for the conference and allows the municipality to "showcase" its innovation and expertise. The success of the CUFC depends on the work of its Executive Committee whose members include:

- Tree Canada
- Municipalities – usually the Forester but can also be local politicians or Managers
- Academics
- Provincial and/or Federal Government Representatives
- Community Groups
- Other Stakeholders in the Urban Forest Community

For applications to be evaluated, municipalities should submit a proposal demonstrating:

- Urban forest program history and commitment
- Suggested themes for the conference
- Timeline identifying milestones
- Highlights of a preliminary budget
- Potential collaborators
- Accessibility to airports and other transportation
- Venue choice and willingness to sign a hotel agreement
- Willingness to Co-Chair the Organizing Committee with Tree Canada
- Proof of backing of Council and staff (i.e. letter of support)
- Strong community involvement and field tour suggestions
- Willingness to allow 50% of the profits to go towards a local legacy project, and 50% of the profits to be given to Tree Canada

Proposals will be accepted until July 20th, 2018.

Report prepared by  
David Thompson, RAIN Project Coordinator  
Sault Ste. Marie Innovation Centre



## RFP: Host community for the next Canadian Urban Forest Conference in 2020

Tree Canada, Canada's national tree organization is seeking proposals by municipalities east of Saskatchewan to host the prestigious 14<sup>th</sup> Canadian Urban Forest Conference (CUFC) in 2020.

The Canadian Urban Forest Conference (CUFC) is a national, bilingual conference that brings together approximately 350 foresters, urban planners, policy makers, researchers, students, NGOs and municipal experts to develop new strategies and to promote techniques to preserve and manage urban forests in Canada. With 82% of Canadians living in cities, trees play a significant role in providing environmental and psychological benefits to all. The conference is also an ideal opportunity for municipalities to profile the urban forests in their local communities.

For applications to be evaluated, municipalities should submit a proposal demonstrating:

- Urban forest program history and commitment
- Suggested themes for the conference
- Timeline identifying milestones
- Highlights of a preliminary budget
- Potential collaborators
- Accessibility to airports and other transportation
- Venue choice and willingness to sign a hotel agreement
- Willingness to Co-Chair the Organizing Committee with Tree Canada
- Proof of backing of Council and staff (i.e. letter of support)
- Strong community involvement and field tour suggestions
- Willingness to allow 50% of the profits to go towards a local legacy project, and 50% of the profits to be given to Tree Canada

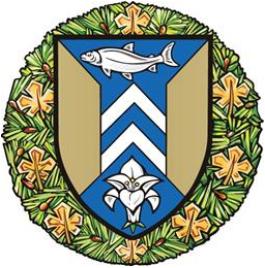
Tree Canada, the host organization of the conference will provide:

- Guidance and active participation on the Organizing Committee
- Use of Tree Canada logo on all promotional material
- Communications and promotion with press releases and notices
- Leadership in the Awards presentation (the “Gala”) and in the Canadian Urban Forest Strategy workshop which must be incorporated into the Program of the Conference

**Proposals will be accepted until July 20<sup>th</sup>, 2018. Proposals should be a maximum of five pages excluding appendices and should be submitted as one PDF file with a cover page.**

An organizational manual is available upon request. The winner will be announced at the upcoming International Urban Forestry Congress 2018 in Vancouver, BC, on **October 1, 2018**.

To submit your complete proposal, or for more information, contact: Dr. Adrina C. Bardekjian, Manager of Urban Forestry Programs & Research Development by email at:  
[abardekjian@treecanada.ca](mailto:abardekjian@treecanada.ca)



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

### C O U N C I L   R E P O R T

June 25, 2018

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

**AUTHOR:** Al Horsman, Chief Administrative Officer

**DEPARTMENT:** Chief Administrative Officer

**RE:** Land Ambulance Service – One Year Extension

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#### **PURPOSE**

To seek Council approval to negotiate a one-year extension of the Land Ambulance Service Contract between the Corporation of the City of Sault Ste. Marie and the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB), for the City to deliver Emergency Medical Services (EMS) services under the same terms described in the current agreement and to report back to Council in early 2019 on options regarding delivery of this service going forward in 2020 and beyond.

#### **BACKGROUND**

At its meeting of September 12, 2016 Council approved the City entering into a contract with the DSSMSSAB to deliver land ambulance services for the period of September 25, 2016 to December 31, 2017. Per the agreement, both parties need agree on or before July 1, 2018 whether the contract would be extended. The agreement was executed under Council approved By-law 2016-145.

#### **ANALYSIS**

Through most of 2016 delivery of social services was transitioned from the City to the DSSMSSAB consistent with the practice prescribed through legislation and regulation under the District Social Services Administration Board Act 1990 (O. Reg 280/98). This was completed seamlessly effective October 7, 2016. Through this process the delivery of EMS services remained the responsibility of the DSSMSSAB along with other social services functions. To fulfill its mandate to deliver land ambulance services the DSSMSSAB continued to contract the City as Operator.

A copy of the current contract is attached as Appendix A. All direct costs associated with the operations are charged to the DSSMSSAB who secures funding through provincial grants, other revenues and the DSSMSSAB levy to

EMS Agreement One-Year Extension

2016 06 25

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the participating municipalities including the Corporation of the City of Sault Ste. Marie.

Under the current Land Ambulance Services contract, the corporation as operator provides service at the level set by the DSSMSSAB Board in accordance with the Ambulance Act, 1990.

The table below summarizes total direct costs and services set prior to and after the transition. In total, the City's 2018 Budget to deliver the service is approximately \$8.6 million and includes 83,200 paramedic hours and 285,000 in kilometers travelled. Given the significant increase in calls, service levels and investment into EMS has increased almost 50% in 2018 over 2015 and is expected to climb higher in 2019 and beyond. This includes all EMS services provided by the City under the contract including Garden River.

<b>Land Ambulance Services <sup>1</sup></b> <b>Contract Service Summary</b> <b>2015-2018 Budget</b>							
		<b>Actual</b>				<b>Budget</b>	<b>Change in 2018 over 2015</b>
		<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	
<b>Expenditures<sup>2</sup></b> (\$000's)		4,356	4,753	6,321	6,658	7,546	58.8 %
<b>FTE's</b>	Paramedics	36	37	47.5	49	44.6	
	Other Staff (Admin)	3	3	6	7	7	
	<b>Total FTE's</b>	39	40.0	53.5	56	60.6	49 %
<b>Services Profile</b> (000's)	Paramedic Hours	61.3	66.9	78.8	78.8	83.2	24 %
	Vehicle Kilometers	196	204	271	284	285	40 %
Notes: <sup>1</sup> Reflects City expenses only							
<sup>2</sup> Does not include revenues nor provincial or other subsidies							

If the Contract is extended the 2019 Budget expenditures will be established by the DSSMSSAB in consultation with the City officials. It is recommended that the contract extension be on the same terms found in the current agreement although some adjustments will be negotiated including City administration costs that currently are not being fully recovered. As the City has only worked as operator for under 2 years under the current contract, there are still some lessons learned to work through. Staff at the DSSMSSAB and the City are therefore recommending extension to more fully evaluate the most effective delivery model and report back to their respective Board/Council on options going forward.

## **FINANCIAL IMPLICATIONS**

The City's Budget includes \$8.6 million in expenditures that are charged back to the DSSMSSAB in full as established through the current Land Ambulance Services Agreement (Schedule A). The 2019 Budget will be developed in negotiation with the DSSMSSAB who establishes the service level. The recommendation to extend the existing contract by one year will maintain the existing relationship and basic contract terms. However, if the extension is approved the city will work with DSSMSSAB officials to finalize a 2019 Budget to be considered by Council and the DSSMSSAB Board as part of their 2019 Budget deliberations.

## **STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not articulated in the 2016-2020 Corporate Strategic Plan.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

That City Staff work with District of Sault Ste. Marie Social Services Administration Board officials to effect a one-year extension of the current Land Ambulance Services Agreement on the same basic terms along with adjustments for City administration costs, found in the current contract and report back in Q1 2019 on options for delivery of land ambulance services going forward in 2020 and beyond.

Respectfully submitted,



Al Horsman  
Chief Administrative Officer  
705.759.5347

**Schedule "A"**

**LAND AMBULANCE SERVICE CONTRACT**

**BETWEEN:**

**DISTRICT OF SAULT STE.MARIE SOCIAL SERVICES  
ADMINISTRATION BOARD**

hereinafter referred to as "the DSSMSSAB"

- and -

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

hereinafter referred to as "the Operator"

WHEREAS THE DSSMSSAB is, pursuant to the provisions of the Ambulance Act, R.S.O. 1990, c. A.19, as amended (hereinafter referred to as "the Act"), responsible for the provision of land ambulance services throughout the geographic area of The District of Sault Ste. Marie;

AND WHEREAS the DSSMSSAB has committed to establishing local land ambulance service standards and has committed to ensure that local land ambulance services will continue to be provided in accordance with the Ambulance Act, its associated regulations and the DSSMSSAB Mission Statement;

AND WHEREAS the Operator has agreed to undertake the delivery of the foregoing services all in accordance with the terms and conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

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MOHLTC FUNDING AGREEMENT

## SECTION 1 - DEFINITIONS

1. In this Agreement:
  - a) "Ambulance Act" and "Act" means the Ambulance Act, RSO, 1990 as amended and any applicable regulations thereunder.
  - b) "Ambulance" and "ambulance service" have the same meaning that they have under the Act, as amended from time to time.
  - c) Intentionally Deleted
  - d) "CACC" means Central Ambulance Communications Centre, or the dispatch centre designated by the DSSMSSAB.
  - e) "DSSMSSAB" means the District of Sault Ste. Marie Social Services Administration Board.
  - f) "DSSMSSAB Liaison" means the person(s) appointed by the DSSMSSAB to liaise with the Operator on items outlined in the agreement. The DSSMSSAB will inform the Operator in writing upon assignment of the Liaison and of any changes in this appointment.
  - g) "Dispatcher" has the same meaning that it has under the regulations, as amended from time to time.
  - h) "Duty Officer" means the staff member of the Operator who will accept full responsibility for all duties and obligations of the ambulance crew(s) on each shift.
  - i) "EMS" - means Emergency Medical Services. In this document, the acronym EMS is used specially to comprehensively describe all emergency and non-emergency ambulance service as defined by the Ambulance Act.
  - j) "Emergency Health Services Branch" or "EHSB" means the branch responsible for the Act and Regulations through the Ministry of Health and Long Term Care.
  - k) "Emergency Medical Attendant" or "EMA" has the same meaning that it has under the Act or the regulations, as amended from time to time.
  - l) Intentionally Deleted
  - m) "Operator" - The terms provider, operator and contractor are used interchangeably to mean the entity(ies) selected by the DSSMSSAB to deliver EMS services on its behalf. The entity(ies) includes the officers, servants and employees thereof.
  - n) "Paramedic" means a person who meets all the requirements of the Ambulance Act for full time employment as a paramedic.
  - o) "Regulations" means the regulations made under the Act, including 257/00 relating to the general operation of land ambulance services.

p) "Service Area" means the geographic area under the jurisdiction of the DSSMSSAB.

## SECTION 2 - GENERAL

1. Commencing on and including September 25, 2016, and, subject to this agreement, for a term ending December 31, 2018, the Operator shall provide the DSSMSSAB with land ambulance service for the Service Area in accordance with the requirements of the Act, the regulations enacted under the Act and the terms and conditions of this contract.
2. The DSSMSSAB, at its discretion and with the approval of the Operator, may elect to extend the term of the contract for the subsequent periods up to two (2) years each. The DSSMSSAB shall provide the Operator with written notice of its intention to negotiate such an extension at least six (6) months prior to the expiration of this contract or any extension thereof. The negotiation of the terms and conditions of any extension must be completed on or before July 1, 2018, for the first extension, and on or before July 1<sup>st</sup> prior to each extension. In the event the Operator does not wish to extend the contract with the DSSMSSAB, the Operator shall so inform the DSSMSSAB in writing within 30 days of receiving notice from DSSMSSAB of its intention to offer an extension of the contract to the Operator.
3. Under the terms of this agreement:
  - a) The DSSMSSAB will bear overall public accountability for land ambulance services within the service area and will maintain authority over public policy decisions pertaining thereto. The Operator will be accountable to the DSSMSSAB for the management and administration of the day-to-day land ambulance service delivery operation;
  - b) Both parties to this agreement will uphold the following five fundamental principles for the delivery of quality pre-hospital care: accessibility, integration, seamlessness, accountability and responsiveness;
  - c) The Operator will establish and maintain Quality Assurance programs and practices subject to the prior approval of the DSSMSSAB ;
  - d) The Operator and the DSSMSSAB Liaison will work with other emergency services, including area Fire Departments in designing and implementing complementary and effective emergency services;
  - e) The Operator will provide the DSSMSSAB with service performance, financial information and all other required information in a timely fashion subject to confidentiality requirements or restrictions in Section 15.
4. All costs under this agreement are to be paid by the DSSMSSAB. The Operator shall provide the services in accordance with Appendix "B" and the operating budgets as defined in Appendix "A".
5. From time to time the DSSMSSAB may, upon at least 60 days notice, require changes to services, service levels or to respond to statutory changes, to Ministry or DSSMSSAB

directives. Any additional costs incurred as a result of such changes shall be borne by the DSSMSSAB, subject to the provisions of Section 34.

6. The Operator shall provide all staff, supplies, office equipment, facilities and accommodations which are necessary to provide the services, provided such staff, supplies, equipment, facilities and accommodations are accounted for in the annual operating budget referenced in Appendix "A". All property purchased with SSMDSSAB funding under this Agreement shall be and remain the property of SSMDSSAB.
7. The Operator shall appoint an individual who will serve as the Operator's liaison who will be empowered to speak on behalf of the Operator and on all corporate and contractual matters relative to this agreement.
8. The Operator shall not be required to provide its services exclusively to the DSSMSSAB provided that the Operator's obligations to the DSSMSSAB under this contract shall always be met.
9. The Operator shall carry out all of its operations in a safe environment and in full compliance with the requirements of all applicable legislation including the Occupational Health and Safety Act.
10. In carrying out the services contemplated hereunder, the Operator and his/her employees shall comply with all federal, provincial and municipal statutory, regulatory and administrative requirements of competent jurisdiction.
11. The Operator shall be responsible to comply with all terms and conditions of the service delivery and funding agreement between the MOHLTC and the DSSMSSAB as designated delivery agent of ambulance service thereunder from time to time during the term of this agreement the current contract being attached as Appendix "C".
12. The Operator shall provide the DSSMSSAB with an up to date draft operations and service plan for approval by the DSSMSSAB as required by Appendix "B".
13. The parties agree that unless a party has elected to terminate this Agreement pursuant to Section 19, the procedure set out herein shall be followed to resolve any dispute between the parties, in the following order:
  - a) The parties shall continue to fully perform their respective obligations under this Agreement while pursuing the following dispute resolution process:
  - b) The Operator Liaison appointed pursuant to Section 2.8 and the DSSMSSAB Liaison shall attempt to solve the dispute between them but neither shall have authority to modify or amend this Agreement;
  - c) If the Operator Liaison and the DSSMSSAB Liaison have not resolved the dispute within ten (10) business days, they shall refer the issue to their respective CAOs who will jointly endeavour to resolve the dispute within not more than 60 days. If the dispute is not resolved after that period of time it shall be referred to the SSMDSSAB Board for final

decision and such decision shall be binding upon the parties during the continuation of this Agreement.

### SECTION 3 - SERVICE STANDARDS

1. The Operator warrants that throughout the term of this Agreement it will hold and retain all licences, permits, certificates, consents, authorizations, etc., required under the Act to operate a land ambulance service. The Operator shall, at all times, maintain such certificate during the currency of this Contract. The Operator shall produce a copy of such certificate to the DSSMSSAB forthwith upon request. The Operator will advise the DSSMDSSAB, as soon as it has received any notification that the certificate described in this paragraph is, at any time, under review for possible termination, suspension, about to lapse or be made conditional.
2. In the event that the licence, permit, certificate, consent, authorization, etc., described in paragraph 1 is, at any time, terminated, suspended, allowed to lapse or made conditional, the Operator shall forthwith notify the DSSMSSAB. Upon receipt of such notice, the DSSMSSAB may, at its option, forthwith terminate this Contract.
3. The Operator shall provide a staff person(s), as Operator Liaison for the purpose of addressing all service delivery issues. The Operator shall ensure that contact with and access to this individual(s), in person or by electronic means, be provided continuously to the Operator's employees, CACC and the DSSMSSAB Liaison.
4. The Operator shall ensure, under normal circumstances, that two (2) qualified Paramedics staff any ambulance call. Each Paramedic shall hold the qualifications as set out in the Regulations or meet such conditions as from time to time may be prescribed by regulation or determined by the Medical Director.
5. Where the Operator proposes to employ a new Paramedic, the Operator shall do so in accordance with the Act. The Operator shall make every reasonable and practical effort to recruit qualified Emergency Medical Care Assistants (EMCA's) with proper qualifications, depending on the specific vacancy category.
6. The Operator shall, in the provision of the services:
  - a) abide by the provisions of the Ambulance Act and all other relevant legislation.
  - b) provide service in accordance with the Act, patient care standards issued under the Act and this Agreement as required by Appendix "B".
  - c) supply uniforms, flashing and identification devices approved by DSSMSSAB and ensure that each employee is clean and well groomed and wears a complete uniform while on duty or on authorized assignments.
  - d) only use employees current in all certifications and all other mandatory programs.

#### SECTION 4 - LABOUR RELATIONS / BUSINESS CONTINUITY

1. The Operator acknowledges that it is the employer of all EMS staff and other personnel engaged in providing services to the DSSMSSAB in connection with this Agreement.
2. The Operator will carry out its responsibilities in an appropriate and proper manner in accordance with the Act.
3. The Operator shall establish and maintain a labour/management environment that promotes the effective, efficient and uninterrupted delivery of the service which shall include dispute resolution and a labour/management communications strategy. The Operator will comply with the Ambulance Services Collective Bargaining Act, 2001.
4. The Operator shall maintain an active Health and Safety Program in accordance with the Act, the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, the Workplace Safety and Insurance Act, R.S.O. 1990, c. W.11 and any relevant employee contracts or collective agreements. The Operator acknowledges that it is the employer of its staff for the purpose of such statutes and that the Operator shall comply with all obligations of an employer under the said legislation or similar statutes.
5. Where it appears that the Operator may not be able to fulfil its obligations to provide continuous service as required by this Contract, the Operator shall forthwith notify the DSSMSSAB in writing. If an existing or expected strike, lock-out or other labour disruption is the cause for such notice, the Operator shall use the applicable Collective Agreement(s) and statutory provisions of the Ambulance Act which requires an Essential Services Agreement (ESA) to maintain and provide continuous service. At its option following receipt of such notice, the DSSMSSAB may, at such date as it may designate, suspend the operation of this Contract for such time period as the DSSMSSAB deems appropriate in the circumstances. The DSSMSSAB may, at its option, recover DSSMSSAB owned vehicles and equipment from the Operator, assume the lease or occupancy of any or all facilities used as ambulance bases and engage other persons to provide the services during any period of suspension. No claim whatsoever shall be made by the Operator against the DSSMSSAB for any losses, costs, damages, expenses or fees resulting directly or indirectly from the suspension, and the Operator hereby releases the DSSMSSAB from any such claim.
6. DSSMSSAB shall be guaranteed uninterrupted access and use of bases and facilities owned or leased by the Operator during any period of suspension.
7. The DSSMSSAB shall indemnify and hold harmless the Operator with respect to any third party claims of any nature whatsoever relating to the operation of the ambulance service during the period of suspension of this Agreement for causes described in paragraph 3 above.

## SECTION 5 - TRAINING AND TESTING OF PERSONNEL

1. The Operator shall ensure that all minimum standards for commencing employment, and for continuing education of Paramedics as set by the Minister of Health and Long Term Care, are maintained.
2. The Operator shall be responsible for assessing the training needs of each employee and shall ensure that all training needs are met. The Operator shall make every reasonable and practical attempt to provide such needed training directly or in conjunction with support groups such as Emergency Health Services Branch or any other agency or program, where applicable.
3. Where appropriate, the DSSMSSAB shall consult with the Operator in matters pertaining to the training and testing of the Operator's personnel.

## SECTION 6 - UNAUTHORIZED PASSENGERS

1. The Operator shall make every reasonable and practical effort to ensure that no unauthorized persons travel as a passenger or crewmember in any ambulance service vehicle while the vehicle is in use pursuant to the terms of this Agreement. Authorized persons shall include; employees of the Operator; authorized agents of the DSSMSSAB; authorized servants or agents of the Crown; persons requiring land ambulance service pursuant to the Act, the regulations and this Agreement; medical attendants or escorts for such persons; any other person, such as a family member or observer, authorized in advance by the Operator.

## SECTION 7 - VEHICLES AND EQUIPMENT

1. It is acknowledged and agreed that vehicles and equipment required to provide service under this agreement shall be provided by the DSSMSSAB and be leased to the Operator for \$1.00 per year.
2. Such vehicles and equipment shall, at all times remain the property of the DSSMSSAB and will be from time to time replaced by the DSSMSSAB in accordance with a vehicle and equipment replacement program. The vehicle and equipment replacement program is to be developed by the DSSMSSAB with input from the Operator.
3. The Operator shall not at any time transfer, sublease, pledge, assign, charge or post as security of any kind, the said vehicles or equipment.
  - a) The DSSMSSAB covenants that each vehicle provided or approved in accordance with Section 1 shall have all the features, equipment and supplies required by the standards referenced in the Regulations.
  - b) the DSSMSSAB shall be entitled to approve the name of the service and the design and colour schemes of all logos, signage, uniforms, flashing and badges to be used by the land ambulance service subject to any MOHLTC requirements and shall hold all rights to such names, designs and other intellectual property therein.

4. Where equipment is left at some place other than the vehicle to which it has been assigned, the Operator shall make all such arrangements as necessary to ensure that the equipment is either returned or replaced in a timely fashion.
5. The DSSMSSAB Liaison may at any time and with notice, directly observe and/or inspect the ambulances and the Operator's facilities and employees. This will include ride-alongs in the company of the Duty Officer. The DSSMSSAB shall ensure that the DSSMSSAB Liaison shall, while on such ride-alongs (a) comply at all times with the requirements of the Act and the Regulations and the instructions of the Operator and (b) use best efforts to minimize interference with the day-to-day operations of the Operator.
6. The Operator shall be responsible for all traffic infractions, fines and penalties incurred in the operation or use of any vehicle or equipment.
7. The Operator shall, at all times be responsible for registering, licensing, testing, inspecting and maintaining all vehicles and equipment provided by the DSSMSSAB under this Agreement in accordance with existing federal, provincial and municipal regulations and Appendix B..
8. The Operator shall not permit any person to drive or operate an ambulance without a valid and current Ontario Class "F" drivers licence.
9. The Operator shall ensure that all equipment, materials, supplies and vehicles provided by or paid for by the DSSMSSAB for use in the provision of land ambulance service is marked/identified to show ownership in a manner approved by the DSSMSSAB.

## SECTION 8 - MAINTENANCE OF VEHICLES AND EQUIPMENT

1. The Operator shall properly care for, maintain and operate such vehicles and equipment in accordance with the Act, directives from EHSB, the guidelines of the manufacturer and this Contract. The Operator shall ensure that each vehicle and item of equipment is kept clean and sanitary.
2. Both parties acknowledge and concur that the approved annual operating budget contained in Appendix "A" provides for the normal operation and maintenance of the vehicles and equipment. The Operator agrees to pay all normal operating expenses and keep the vehicles and equipment in good working order. The Operator shall provide equipment maintenance reports to the DSSMSSAB at such times as the DSSMSSAB determines.
3. Both parties acknowledge and concur that incidents of vehicle maintenance / repair exceeding \$5,000 (except where covered by insurance) are not accounted for in the approved annual budget referenced at Appendix "A", and that the DSSMSSAB will be responsible for the costs of such incidents arising as a result of, but not included in or considered as part of, the normal operation and maintenance of the vehicles. The Operator shall notify the DSSMSSAB Liaison of any repair and maintenance requirements exceeding \$5,000 immediately upon becoming aware of such requirements and the DSSMSSAB must provide prior written approval before any such required major repair or major maintenance is undertaken.

4. The Operator shall not modify or make any changes to the vehicle or equipment provided by or paid for by the DSSMSSAB without prior written approval of the DSSMSSAB. No changes shall be made that would result in the vehicle or equipment no longer meeting the approved standards.

## SECTION 9 – CONSUMABLES

1. The Operator shall provide the materials and supplies required for the provision of the services.

## SECTION 10 - RADIO AND OTHER COMMUNICATIONS EQUIPMENT

1. It is acknowledged that ownership and maintenance responsibilities with respect to radio and other communications equipment rest with the Ontario Ministry of Health or other agencies as may be assigned.
2. Radio and other communications equipment, or appropriate funding for such equipment, required for the provision of land ambulance service in accordance with this Agreement shall be provided to the Operator by the Province of Ontario or the DSSMSSAB in accordance with the directives on telecommunication equipment.
3. Subject to paragraphs 1 and 2 above, the Operator shall ensure that all radio and communications equipment provided or approved by the Province for use in the provision of ambulance service is in a safe operating condition and is in proper working order. The Operator shall immediately report to Central Ambulance Central Communications and the DSSMSSAB any malfunction of radio and communications equipment provided or approved by the Province for use in the provision of ambulance service. The Operator shall schedule repair and maintenance in accordance with the directives and/or local Central Ambulance Communications Centre policy regarding maintenance and use of communications equipment. The Operator shall ensure that all radio equipment is protected from damage due to misuse or lack of maintenance.
4. The Operator shall use only such radio and communications equipment in the delivery of land ambulance service as is approved by the Ministry of Health and the DSSMSSAB.

## SECTION 11 – ACCOMMODATIONS / BASE STATIONS

1. The Operator shall provide accommodations for the ambulance service and its vehicles, equipment and personnel in the manner defined by the DSSMSSAB approved operating plan and service levels.
2. Prior to the completion of any lease agreement the Operator shall secure the DSSMSSAB's approval of the terms and conditions in writing.

3. The operator shall name the DSSMSSAB as a third party to all station lease and insurance arrangements so that in the event of a default or loss of this contract the DSSMSSAB shall be guaranteed uninterrupted access and use of the stations.
4. In the event of a default, suspension or termination of this Agreement, the DSSMSSAB shall be guaranteed uninterrupted access and use of stations owned, leased or occupied by the Operator at no charge for a period of not less than the original term of this Agreement.
5. Upon the expiry of this Agreement, or in the event that this Agreement is not extended beyond the initial term, the Operator will endeavour to provide the DSSMSSAB with uninterrupted access and use of the stations owned, leased or occupied by the Operator for six (6) months under the current terms and conditions, upon the written request of the DSSMSSAB.
6. The location of the ambulance service accommodation shall not be changed without the prior written approval of the DSSMSSAB, which consent may not be arbitrarily withheld.
7. There shall be sufficient facilities and furnishings in the Bases to accommodate the numbers of staff required to deliver service during each on-site staffed shift. Facilities and furnishings shall be maintained in such a condition that they provide a continuous level of comfort and support that meets or exceeds the Occupational Health and Safety Act and any other regulations.

## SECTION 12 - GENERAL SECURITY

1. Vehicles and equipment, provided by or paid for by the DSSMSSAB for use in the provision of the services, shall be kept in the Operator's ambulance service station or other secure area, unless the vehicle is assigned to a vehicle maintenance / repair or safety inspection facility or is otherwise assigned by the Operator or Dispatcher.
2. The Operator shall ensure that all equipment, materials and supplies shall be secured in the vehicle in a safe manner in accordance with the Act or guidelines issued by the manufacturer, and the health and safety requirements to meet or exceed the Occupational Health and Safety Act, R.S.O. 1990, as amended and any other regulations.
3. The Operator shall provide security measures for the ambulance service station and vehicles, and at the ambulance station to ensure confidentiality of personnel and patient care records.
4. Hazardous material shall not be stored in any facility, station, or ambulance service unless in accordance with approved methods/containers as regulated by relevant legislation.
5. The DSSMSSAB Liaison or other representative(s) of the DSSMSSAB shall have the right to inspect the vehicles, equipment and station facilities at any time upon prior notice and provided any such inspection does not unreasonably interfere with operations.

## SECTION 13 - OPERATIONAL REQUIREMENTS

1. The services shall be provided within the Service Area as directed by a Dispatcher or CACC centre. The Operator shall provide land ambulance service beyond the area only as directed by a Dispatcher or CACC centre. The costs of following such directions shall be recovered from the other municipal bodies or authorities by the DSSMSSAB. The Operator shall provide the DSSMSSAB on a monthly basis with the necessary information required for the cost recovery process.
2. Temporary staffing pattern changes shall not compromise Balanced Emergency Coverage for the area as defined in the Central Ambulance Communications Centre Policy and Procedures manual. Any temporary staffing requests must be made to the DSSMSSAB and may not be implemented until written approval is given by the DSSMSSAB.
3. The Operator shall maintain up-to-date operational records. Operational records shall include, but not limited to, incident reports, ambulance call reports, ACE reports, AVL exception reports, service review documents and other related documents. The DSSMSSAB may inspect such records on request subject to the requirements or restrictions set out in Section 15.
4. The Operator shall be entitled to participate in "Special Events" coverage provided that the Operator adheres to the Act.

## SECTION 14 - SERVICE REACTION TIME AND QUALITY ASSURANCE

1. The Operator shall make every reasonable and practical effort to meet or exceed the service levels required by the Act and as set out in Appendix "B" to this Agreement.
2. The Operator shall update their deployment plan annually and shall reflect current strategies for service reaction time and quality assurance. The deployment plan must receive SSMDSSAB written approval prior to implementation in accordance with Appendix "B".
3. The Operator, or its designate with full management authority, shall participate in local quality assurance and emergency health services planning activities and committees.

## SECTION 15 - CONFIDENTIALITY OF INFORMATION

1. It is acknowledged and agreed that information exchanged between the parties for the purposes of carrying out the terms of this agreement is confidential and is subject to the provisions of the Municipal Freedom of Information and Protection Act, R.S.O. 1990, c. M.6, as amended.
2. The Operator shall not, at any time, disclose any confidential information without the consent of the DSSMSSAB first being obtained, except where ordered to under the Municipal Freedom of Information and Protection of Privacy Act by the Information and Privacy Commissioner or by a court of competent jurisdiction provided that the Operator is entitled to disclose such information as is necessary and advisable to its legal and financial advisors.

3. Patient information which is submitted by the Operator as part of this Agreement is submitted in confidence and is subject to the provisions of the Freedom of Information and Protection of Privacy Act and all other applicable legislation, including the Personal Health Information Protection Act, 2004. Neither party shall disclose the information to any person, unless required to do so by legislation (e.g., Freedom of Information and Protection of Privacy Act RSO 1990, c F.31) or ordered to do so by a court or agency of competent jurisdiction.

## SECTION 16 - EXCLUSIVITY

1. The Operator shall ensure that the vehicles, equipment, material and supplies provided by or paid for by the DSSMSSAB shall be used exclusively for the purpose of discharging the Operator's obligations under this Contract and for no other purpose unless such purpose is authorized, in advance and in writing, by the DSSMSSAB.

## SECTION 17 - REPORTS AND RECORDS

1. The Operator shall complete, maintain and submit operational and financial reports pertaining to the provision of services herein to the DSSMSSAB Liaison as set out in Appendix "B". The content, format and frequency of the reports shall be determined by the DSSMSSAB.
2. The operational report shall include a summary outlining all complaints regarding the delivery of ambulance service, accidents involving an ambulance vehicle, claim for compensation of damage caused by ambulance operations, or unusual incident as defined in the Regulations pursuant to the Ambulance Act. The DSSMSSAB Liaison shall be given the opportunity to review in detail the above documentation on the Operator's premises.
3. The DSSMSSAB shall have access to all records and software programs/computer systems of the Operator related to ambulance operations under this contract, created in any form and at any of the Operator's business locations.
4. DSSMSSAB reserves the right to undertake an independent audit of the operation and financial records of the Operator.

## SECTION 18 – INSURANCE AND INDEMNITY

1. The Operator shall indemnify the DSSMSSAB, defend and hold harmless the DSSMSSAB, its officers, directors and anyone else for whom it is in law responsible from and against any and all claims for loss, liability, costs, punitive damages, fees, penalties and expenses directly or indirectly arising from or related to any act or omission of the Operator, its officers, directors, employees, agents and permitted assigns or any other person for whom it is responsible in connection in any way with the provision of the services or otherwise contemplated by this Agreement excluding any claims described in paragraph 2 below.

2. The DSSMSSAB shall indemnify the Operator, defend and hold harmless the Operator, its officers, directors and anyone else for whom it is in law responsible from and against any and all claims directly or indirectly arising from negligent acts of the DSSMSSAB, its employees, agents and assigns contrary to the obligations of the DSSMSSAB provided under the Act, the Regulations, applicable legislation or this Agreement.
3. Each party agrees that in no event shall the other party be liable for any business or economic loss or in any indirect, incidental or consequential damages suffered by the first party in connection with or arising out of the performance of the other party's obligations under this Agreement, even if the other has been advised of the possibility thereof.
4. The Operator shall maintain in full force and effect during the term of this Agreement, a policy or policies of comprehensive insurance coverage in a form and substance acceptable to the DSSMSSAB and underwritten by an insurer licensed to conduct business in the province of Ontario, including Commercial General Liability, Professional Liability, All Risks Property and Automobile insurance as follows:
  - a) Commercial General Liability Insurance providing inclusive limits of not less than \$10,000,000.00 per occurrence for third party bodily injury and property damage. This policy should cover all activities and operations of the Operator and also include contractual liability, employer's liability and non-owned automobile liability.
  - b) Professional Liability coverage in a limit of not less than \$10,000,000.00 per claim should be provided covering all acts, errors and omissions arising out of the professional services to be performed in accordance with this agreement.
  - c) All Risks Property Insurance to cover all buildings, facilities, equipment and contents owned by the Operator or owned by the DSSMSSAB but provided to the Operator for their use to carry out its operations under this agreement. The Operator shall include the DSSMSSAB as a loss payee for any equipment or contents owned by the DSSMSSAB which is in the Operator's possession, for which the Operator is responsible for insuring.
  - d) Automobile Insurance for all vehicles owned by the DSSMSSAB and leased to the Operator to be used in connection with this agreement. Such insurance must name the DSSMSSAB as the registered owner / lessor and should include third party liability limits of at least \$10,000,000.00 per occurrence and also include physical damage coverage on an all perils basis with a per vehicle deductible of not more than \$25,000.00.

5. The Operator's Insurance policy(ies) must include the following terms:

- a clause that adds the DSSMSSAB, its servants, officers, employees and agents, as additional insureds;
- a clause confirming that the insurance is for replacement value of ambulance vehicles;
- a cross-liability insurance clause endorsement acceptable to the DSSMSSAB;

- a clause requiring the insurer to provide thirty (30) days prior written notice to the DSSMSSAB in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy;
  - a clause certifying that the protection for the DSSMSSAB under the insurance policy shall not be affected in any way by an act or omission of the Operator or its personnel;
  - a clause including liability arising out of contract or agreement.
- 6. The Operator shall submit to the DSSMSSAB prior to September 16, 2016, proof of insurance coverage in the form of a valid certificate and a copy of the relevant portion or portions of the insurance policies incorporating the terms and clauses referred to in Sections 18.4 and 18.5 and shall submit proof of continuing insurance promptly upon request of the DSSMSSAB thereafter during the term of this Agreement.

## SECTION 19 - TERMINATION

1. This Contract may be terminated immediately by the DSSMDSSAB where, for any reason, the Operator no longer operates, is capable of operating, is entitled to operate an ambulance service or if the MOHLTC suspends or terminates of the DSSMSSAB service delivery and funding agreement.
2. Where the Operator defaults in any of its mandatory obligations under the Ambulance Act, the DSSMSSAB may give the Operator twenty-four (24) hours to remedy the default. If the default is not remedied with this twenty-four (24) hour period, the DSSMSSAB Liaison or designate will advise the Ministry and the DSSMSSAB may elect on written notice to assume the operation of the ambulance service during the period of dispute and invoke the dispute provisions of Section 2.13. In such event the provisions of Sections 4.4 to 4.7 shall apply.
3. Subject to the DSSMDSSAB's rights under Sections 3.2, 19.1, and 19.2 , where either party defaults in any obligation under this Agreement, the non-defaulting party shall give the defaulting party thirty (30) days written notice to remedy the default or to demonstrate to the satisfaction of the non-defaulting party that it is using reasonable efforts to remedy the situation. If the default is not remedied (or if remedial efforts satisfactory to the DSSMDSSAB have not begun, as the case may be) within the period set out in this Section, the non-defaulting party may, at its sole option, terminate this agreement, on one hundred and eighty (180) days written notice. In the event that the Operator is in default, and notwithstanding the termination of the contract, the Operator shall remain fully responsible for all costs incurred by DSSMSSAB in remedying the default or for any unpaid obligations to the Operator.
4. Subject only to Section 4.5 and Sections 19.1 and 19.2 of this Agreement, neither party may terminate or suspend this Agreement except upon delivering written notice to the other at least 180 days before the effective date of termination.
5. Both parties will continue to fully co-operate and comply with their obligations under this Agreement during any period following notice of termination.

6. Upon termination of this Agreement a full accounting of all costs incurred by the Operator and services provided up to the date of termination shall take place. The Operator shall be reimbursed for all costs up to the date of termination and such payment shall be made by within thirty (30) days of the date of reconciliation. If the accounting determines that the Operator should reimburse any funds to the DSSMSAB such amount shall likewise be paid within thirty (30) days.
7. Upon termination of this Agreement the Operator agrees to deliver in good order all files, records and all vehicles, equipment used in connection with the provision of services under this Agreement and unused supplies and the Operator agrees to co-operate in the orderly transfer of operations to the DSSMSAB or to whom it directs in writing.
8. The DSSMSAB shall have no obligation to hire any employees of the Operator but shall have the right, in its exclusive discretion, to make offers of employment to those of the Operator's employees as it may deem appropriate on such terms as it may consider appropriate.

#### SECTION 20 - OPERATOR AS INDEPENDENT CONTRACTOR

1. The Operator shall at all times be and be deemed to be an independent contractor and the personnel of the Operator shall at all times be the employees of the Operator and shall not be the employees of the DSSMSSAB.

#### SECTION 20 - NOTICES

1. Any notice or other communication by either party to this Agreement to the other, shall be deemed to have been sufficiently given, if mailed registered and postage prepaid or delivered by hand or by facsimile transmission to the other party at the following addresses.

Any notice of communication shall be delivered or faxed to the Operator at:

Fire Chief  
Corporation of the City of Sault Ste. Marie Fire Services  
72 Tancred  
Sault Ste. Marie, Ontario  
P6A2W1

Phone: 705 949 3335  
Fax: 705 949 2341

Any notice of communication shall be delivered or faxed to the DSSMSSAB at:

CAO  
District of Sault Ste. Marie Social Services Administration Board  
Social Services Building II  
180 Brock Street  
Sault Ste. Marie, Ontario

P6A 3B7

Phone: 705 541 7300  
Fax: 705 759 5452

2. Where notice is given by registered mail, it shall be deemed to have been received on the third business day after date of mailing. Where notice is given personally or by facsimile, it shall be deemed to have been received on the date of delivery or faxing.
3. Each party shall provide the other party with any change in address or telephone, or facsimile number, the proof of which lies upon the party making the change.

#### SECTION 22 - FORCE MAJEURE

1. Notwithstanding anything contained in this Agreement, the parties shall not be liable to each other for damages sustained as a result of interruption of service to be provided under this Agreement caused by acts of God, the elements, fire, war or order of any legislative body of duly constituted authority. The Operator shall forthwith resume providing service when such cause or contingency ceases to be operative.

#### SECTION 23 - REPRESENTATIONS AND WARRANTIES

1. The Operator represents and warrants that it is duly authorized and empowered to enter into and carry out the terms and conditions of this Contract.
2. The Operator represents and warrants that there is no claim, action, suit or proceeding pending or to its knowledge threatened against it, and no incorporating statute or other instrument to which it is a party or by which it may be bound, which may in any way prevent or interfere with or adversely affect the carrying out of the terms and conditions of this Contract or in any way impair the force and validity of this Contract.
3. The provisions of Sections 15, 17, 18, 19, 34 and this Section shall survive the termination of this Agreement.

#### SECTION 24 - SEIZURES

1. The Operator shall forthwith give notice to the DSSMSSAB of any and all seizures, garnishments, attachments, forfeitures, liens claims, privileges, debts, taxes, charges, pledges or encumbrances of any nature whatsoever which are or may be attached to, or which affect or may affect, the assets of the Operator used in the provision of the services hereunder or the ability of the Operator to provide the service at any time during the term of this Agreement.

## SECTION 25 -STATEMENTS

1. This Agreement, including the Appendices, represents the entire agreement between the parties and supersedes all previous negotiations and agreements between the parties with respect to the subject matter. No representation, warranty or agreement other than as set forth in this Agreement, shall be binding upon the parties unless expressed in writing, signed by each party and stated or implied as an expressed modification of or permission granted or approved under this Contract.

## SECTION 26 - FURTHER ASSURANCES

1. Each of the parties shall, upon the reasonable request of the other, execute such further and other lawful acts, deeds, things, devices and assurances for the better performance of this Contract.

## SECTION 27 - VALIDITY

1. The invalidity or unenforceability of any particular provision of this Contract shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid or unenforceable provision were severed and deleted.

## SECTION 28 - NON-PERFORMANCE

1. The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect its right thereafter to enforce such provision. The waiver of a breach of any provision by either party shall not be taken or be held to be a waiver of any further breach of the same provision or of a breach of any other provision.

## SECTION 29 - GOVERNING LAW

1. This contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## SECTION 30 - INTERPRETATION

1. The headings contained in the body of this Contract shall be deemed to have been inserted for convenience for reference only.
2. For the purposes of this Contract, the singular shall include the plural, as the context requires.

3. The Appendices annexed to this Contract and the amended Appendices approved by the SSMDSSAB during the term of the Contract shall form part of the Contract as fully as if set forth in the contract.
4. When used in this Contract, the terms "Operator" or "DSSMSSAB" shall be deemed to include their respective servants, officers, employees, agents, authorized representatives and any other persons for whom they are in law responsible.
5. When used in this Contract the term "working days" shall be deemed to mean Monday to Friday excluding holidays.
6. Gender as expressed - Wherever gender-specific terms are used, they are to equally apply to female and male persons.
7. The term "Agreement" and "Contract" herein shall mean this agreement and shall include all Appendices hereto and all amendments hereafter made in accordance with Section 35 hereof.

#### SECTION 31 -VALUE ADDED

1. Operator agrees to work as reasonably required with the DSSMSSAB Liaison to identify innovative and quantifiable opportunities for "Value Added" service enhancements and service cost containment. Decisions concerning their adoption and implementation rest with the DSSMSSAB.

#### SECTION 32 –WORKPLACE SAFETY AND INSURANCE BOARD CLEARANCE

1. The Operator agrees to remain in good standing with the Workplace Safety and Insurance Board (W.S.I.B.,) and to furnish the DSSMSSAB with satisfactory evidence of compliance with all provisions of the *Workplace Safety and Insurance Act* (Ontario).
2. The Operator agrees to furnish the DSSMSSAB with a replacement Certificate of Clearance upon the expiry of each previous certificate (i.e. every 60 days) during the term of the Agreement. The DSSMSSAB reserves the right to hold progress payments, or payment or any invoice submitted by the Operator until a satisfactory Certificate of Clearance has been provided.

#### SECTION 33 - SUCCESSION

1. This Agreement shall be binding upon and ensure to the benefit of both the Operator, its successors and assigns as provided in the agreement and the DSSMSSAB, its successors and assigns.

#### SECTION 34 - PAYMENTS TO THE OPERATOR

1. Operator agrees to operate the land ambulance service in accordance with the approved budget. Any cost savings would either be returned to the DSSMSSAB or be re-invested with the DSSMSSAB's prior written approval in the land ambulance service.
2. This contract provides for a separation of land ambulance costs into two components:
  - a) DSSMSSAB approved annual operating budget based on normal predictable requirements, and
  - b) In year cost increases due to factors beyond the control of the Operator as approved by the DSSMDSAB.
3. For the approved annual operating budget it is agreed that:
  - a) The Operator shall be held responsible for the budget forecast relative to the normal operation of land ambulance services for the DSSMSSAB, and must provide the services agreed to within the approved budget in compliance with this Agreement.
  - b) DSSMSSAB shall compensate the Operator on a monthly basis for expenditures incurred in accordance with the approved annual budget. Progress payments will be made on the 15<sup>th</sup> day of each month, and be based on 1/12 of the approved annual operating budget.
  - c) An audit will be carried out annually at the Operator's expense by a firm of Chartered Accountant(s) licensed to practise public accounting in Ontario. Any under-expenditures or surpluses as defined and determined by the annual audit shall be returned to the DSSMSSAB within forty-five (45) days or be used to reduce the subsequent year's operating budget.
  - d) The DSSMSSAB may at its discretion and expense have the DSSMSSAB auditors perform such audit as it deems necessary on the land ambulance service.
4. For legitimate in year costs associated with unplanned events beyond the Operator's control, the DSSMSSAB will compensate the Operator through a separate mechanism involving an annual reconciliation and quarterly calculations:
  - a) The Operator shall submit monthly reports identifying areas where such cost increases have occurred and provide justification. The areas where legitimate cost increases may occur are limited to:
    - increase in overtime requirements due to decisions by the CACC centre, beyond those included in the budget forecast
    - increases in call volumes beyond those included in the budget forecast
    - increases resulting from changes in the collective agreement beyond those included in the budget forecasts
    - adjustment to benefits such as WSIB, CPP, etc. defined by government agencies and not included in the budget forecast

- adjustments to benefits such as the Pension Plan not included in the budget forecast
  - cost increases due to value added service changes approved by the DSSMSSAB in accordance with Appendix "B" or as may be required by changes in legislation or regulations.
- b) All requests for payment on such items will either require supporting documentation or be subject to verification by the DSSMSSAB Liaison from such sources as IMEDIC, CACC records, government directives, and medical reports, etc., depending on the nature of the claim. The decision of the DSSMSSAB on such matters will be final.
- c) The Operator commits to cover any over-expenditures not approved by the DSSMSSAB. Therefore, before compensating the Operator for allowable items, reconciliation must be made to ensure the intent of the commitment. The DSSMSSAB will carry out an annual reconciliation to determine the amount of additional compensation owing to the Operator using the following formula:
- Compensation equals:* Actual annual expenditures *less* approved annual budget *less* "ineligible" in year costs.
- If approved, the DSSMSSAB agrees to compensate the Operator by an amount equal to the value generated by the above formula. If the resulting value is negative (i.e., less than zero) then no additional compensation shall be owing or paid.
- d) At the Operator's request, the DSSMSSAB will make quarterly calculations and provide an advance payment if appropriate.
- e) Payments to accommodate unexpected events will not be built into the base-operating budget for subsequent years unless the cost increase relates to such items which are of a permanent nature.
- f) Value added changes that result in reductions or increases in expenditures shall be taken into account in the calculation of the reconciliation and will be built into the base-operating budget for subsequent years.
- g) DSSMSSAB will not entertain any request for additional funds for in year cost increases in any areas other than those itemized in Section 4(a).
5. Both parties agree to actively work together to identify and implement opportunities for cost savings and cost containment.

#### SECTION 35 - AMENDMENT OF AGREEMENT

1. In this Section, "amendment" means any amendment, alteration, substitution, deletion, replacement or other change of or to any one or more of the provisions of this Contract, including the Appendices to this Contract.
2. The parties may, at any time during the term of this Contract, agree to amend this Contract. Any amendment shall be in writing and shall be signed by both parties.

## SECTION 36 - ASSIGNMENT

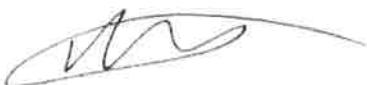
1. This Agreement may be assigned by the DSSMSSAB at its sole discretion. The Operator specifically acknowledges that it may not assign its obligations, rights, entitlements or benefits under this Agreement without the written consent of the DSSMSSAB, which consent may not be arbitrarily withheld.

The Parties have executed this Agreement on the date set out below.

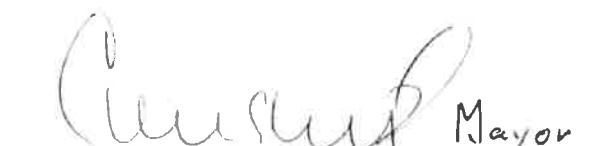
DATED AT SAULT STE. MARIE, ONTARIO this 21 day of September, 2016.

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



**MALCOLM WHITE**  
City Clerk  
City of Sault Ste. Marie  
District of Algoma

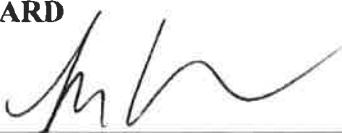
  
\_\_\_\_\_  
NAME & TITLE (PLEASE PRINT)

**APPROVED BY**  
CITY OF SAULT STE. MARIE

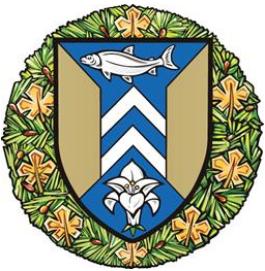
BY-LAW # 2016-145



**DISTRICT OF SAULT STE. MARIE**  
SOCIAL SERVICES ADMINISTRATION  
BOARD

  
\_\_\_\_\_  
NAME & TITLE (PLEASE PRINT)

*M. K. Nadeau*  
C. A.O



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

### C O U N C I L   R E P O R T

June 25, 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

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#### PURPOSE

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

#### BACKGROUND

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

#### ANALYSIS

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

#### FINANCIAL IMPLICATIONS

There is an annual budget allocation for tax write-offs. The decreased revenue of \$9,237.16 can be accommodated within the existing budget allocation.

#### STRATEGIC PLAN / POLICY IMPACT

Not applicable

#### RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Accounting & City Tax Collector dated 2018 06 25 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the Municipal Act be approved.

Property Tax Appeals

2018 06 25

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)

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 06 25  
PAGE: 1 of 1

PROPERTY ADDRESS		PERSON ASSESSED		TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
<b>2014</b>									
060-011-076	00551 Korah Road	Grammi Developments Ltd.		CU/RT	A	14-036	Confirmed	-	-
<b>2015</b>									
020-043-081	00002 Towers Street	Islamic Association of Sault Ste. Marie		CT	B	15-059	Confirmed	-	-
060-005-048-02	00000 Bonney Street	Sault Ste Marie City		RT	B	15-060	27.79	27.79	27.79
060-012-067-50	00628 Cooper Street	Sault Ste Marie City		RT	B	15-061	23.77	23.77	23.77
<b>2016</b>									
020-043-081	00002 Towers Street	Islamic Association of Sault Ste. Marie		CT	B	16-073	Confirmed	-	-
<b>2017</b>									
010-050-002-03	00019 Robin Street	Hunt Anthony Aubrey	Hunt Tammy Francis Lynn	RT	D	17-056	523.46	-	523.46
010-051-077	00089 Glenwood Avenue	Copeland Reginald Donald	Copeland Dale Ann	RT	C	17-057	336.64	-	336.64
010-080-011	01655 Trunk Road	Mattioli Craft Limited		IT/RT	A	17-058	Confirmed	-	-
030-046-048	00077 Elmwood Avenue	Gerner Doris Donna		RT	B	17-059	1,037.22	286.70	1,323.92
<b>2018</b>									
010-003-026	00122 Lake Street	Montgomery Cheryl Roberta			C	18-001	Confirmed	-	-
010-030-087	01749 Queen Street East	Moraco Michael	Moraca Dan-Lynn	RT	D	18-002	3,038.12	3,038.12	3,038.12
010-050-002-03	00019 Robin Street	Hunt Anthony Aubrey	Hunt Tammy Francis Lynn	RT	D	18-003	539.18	-	539.18
010-052-011-07	00383 Chambers Avenue	Mei Christopher Scott	Mei Melissa Dawn	RT	D	18-004	Confirmed	-	-
010-080-011	01655 Trunk Road	Mattioli Craft Limited		IT/RT	A	18-005	Confirmed	-	-
020-038-177	00045 Grace Street	Harman Stephanie Jayne	Pinter Edythe Joy	CT/RT	A	18-006	Confirmed	-	-
030-046-048	00023 Blake Avenue	Gerner Doris Donna		RT	B	18-007	1,077.15	20.32	1,097.47
030-092-115	00021 Fish Hatchery Road	Engelbrecht Dieter Carl	Engelbrecht Crystal	RT	D(i)	18-008	249.13	-	249.13
050-003-077	00599 Lennox Avenue	Boucher Julie Therese		RT	D (i)	18-009	492.30	9.24	501.54
050-080-108-05	01540 Peoples Road	Cardinal Mark Steven	Cardinal Raili Marja	RT	D	18-010	Confirmed	-	-
060-003-058	00160 Goulais Avenue	Laforest Shawn Joseph	Laforest Candace Dawn	RT	D (i)	18-011	137.36	-	137.36
060-035-067	00349 Allen's Side Road	Tucker Dale Erial	Niro Erica Angelo	RT	D	18-012	1,071.76	-	1,071.76
060-035-126	00100 Ransome Drive	Barber Peggy Ina Marie	Barber Marshall Darwin	RT	D (i)	18-013	367.02	-	367.02
<b>REPORT TOTAL</b>						<b>8,920.90</b>	<b>316.26</b>	<b>9,237.16</b>	

(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

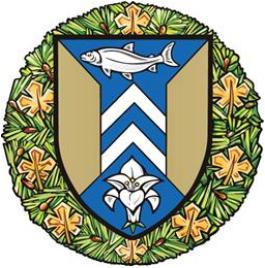
(E) Mobile unit removed

(C) Became exempt

(F) Gross or manifest clerical error

(D) (i) Razied by fire, demolition or otherwise

(G) Repairs/Renovations preventing normal use (minimum of 3 months)



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

**C O U N C I L   R E P O R T**

June 25, 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:** **Registration of Tax Arrears Certificate(s) and Sale**

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**PURPOSE**

Staff is seeking Council approval to proceed with the registration of tax arrears certificates and sale in accordance with the Municipal Act, 2001.

**BACKGROUND**

Attached is a listing of properties recommended for the registration of tax arrears certificates and sale.

The steps in the tax sale process are as follows:

1. City Council endorses a resolution for the City Tax Collector to proceed.
2. City Tax Collector mails “Farm Mediation Service” notice to property owner, allowing assessed owners a 15-day appeal forum.
3. Registration of Tax Arrears Certificate on Title.
4. First Notice to owners and any other person(s) who may have an interest in the property within 60 days of registration.
5. Final Notice to owners and any other person(s) who may have an interest in the property within 280 days of registration.
6. Redemption period expires 365 days from the date of registration.
7. Begin advertising in the Ontario Gazette and the Sault Star following the 365-day redemption period.
8. City Tax Collector conducts Tax Sale.

9. Preparation of Documentation and Registration of Tax Deeds for properties sold at Tax Sale.

The taxpayer may stop the tax sale process by paying the full amount of taxes plus costs outstanding up to the date that a deed is registered for a property sold at tax sale.

Tax sale is the final step in the collection process as set out in By-law 2007-212 which is in accordance with the Municipal Act, 2001.

**ANALYSIS**

Not applicable

**FINANCIAL IMPLICATIONS**

The properties listed represent \$344,833.03 in outstanding tax revenue.

**STRATEGIC PLAN / POLICY IMPACT**

Not applicable

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Accounting & City Tax Collector dated 2018 06 25 be accepted and Council authorize the City Tax Collector to commence Tax Sale Proceeding in accordance with the Municipal Act 2001.

Respectfully submitted,



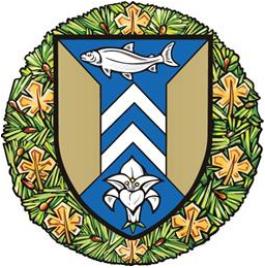
Christine Pascall, CPA, CA  
Manager of Accounting and City  
Tax Collector  
705.759.5276  
[c.pascall@cityssm.on.ca](mailto:c.pascall@cityssm.on.ca)

**CITY OF SAULT STE. MARIE - MUNICIPALITY 57-61**  
**LIST OF LANDS LIABLE TO BE SOLD FOR TAX ARREARS AS OF 2017 12 31**  
**IN ACCORDANCE WITH THE MUNICIPAL ACT, 2001**  
**PROPERTIES REGISTERED FOR TAX SALE 2018**

<b>PARCEL NUMBER</b>	<b>ROLL NUMBER/ TAX CLASS</b>	<b>PROPERTY DESCRIPTION</b>	<b>TOTAL TAXES OUTSTANDING</b>
1	010-052-028-00 RT 194,500	20 Bowker Street Plan H679 Lot 24  50.00 FR	9,355.89
2	010-060-050-00 RT 192,500	61 Royal York Blvd Plan H438 Lot 13  50.00 FR	12,521.67
3	010-070-109-00 RT VL 53,000	148 Dacey Rd Plan H708 Lot 37PT RCP  66.67 FR	4,882.97
4	020-008-022-00 RT 99,000	344 Elizabeth St Plan H689 Lot 3 RCP C 3555  58.20 FR	5,227.55
5	020-018-033-00 RT 147,000	140 Church St NPT OLD METH PARSONAGE LOT Plan 568  41.00 FR	7,627.06
6	020-032-050-00 RT 126,000	15 Hearst St Plan 9298 Lot 16  50.00 FR	8,522.57
7	030-002-089-00 RT 151,000	138 Anna St Plan 3787 Lot 79  107.65 FR	7,444.57
8	030-027-039-00 RT 211,500	119 Eagle Dr Plan 589 Lot 201 Lot 202  80.00 FR	11,130.65
9	030-046-048-00 RT 118,500	23 Blake Ave Plan 9110 Lot 84  37.00 FR	32,079.38
10	030-047-015-00 RT 220,000	93 Grandriver Cres Plan H475 Lot 149  28.28 FR	10,738.32
11	030-047-072-01 RT VL 3,850	00000 Stevens St Plan H732 Lot 36PT RCP 1.65 FR	310.13
12	030-056-116-00 RT 159,000	60 Strand Ave Plan H409 Lot 13 Lot 12PT Lot 20PT  74.80 FR	9,877.27

13	030-060-078-00 RT 205,500	118 Superior Dr Plan H543 Lot 75  65.56 FR	9,866.05
14	030-088-031-00 RT 96,500	168 Old Highway 17 N Plan H741 Lot 63PT RCP RP 1R6060 Part 1  150.00 FR	4,505.55
15	040-021-060-00 RT 29,300 CT 148,700	123 Bruce St Plan 120 Lot 8  27.75 FR	21,770.71
16	040-022-043-00 RT 96,500	164 Central Park Ave Plan 17553 Lot 31  30.00 FR	5,851.68
17	040-023-002-00 CT 31,250	19 Wellington St E Plan 1219 Lot 5  25.00 FR	4,839.97
18	040-023-186-00 CT 134,500	180 Gore St Plan 1219 Lot 20 Lot 21  62.00 FR	22,440.26
19	040-025-022-00 CT 89,800 RT 87,200	304 Albert St W Plan 12983 Lot 21PT Lot 22 Lot 23  99.00 FR	22,590.25
20	040-026-014-00 RT 60,500	23 Cathcart St Plan 4536 Lot 11  30.00 FR	3,026.44
21	040-027-029-00 RT 73,000	34 Wellington St W Plan 453 Lot 70  40.00 FR	4,969.35
22	040-027-042-00 RT 84,500	90 Wellington St W Plan 453 Lot 58  40.00 FR	5,603.26
23	040-040-007-00 RT 102,300 CT 78,700	549 Cathcart St St Mary's Town Plot Lot 9PT S/S Cathcart St  87.50 FR	23,222.08
24	040-040-010-00 RT VL 48,750	533 Cathcart St Plan 23132 Lot 1 Lot 2 PCL 1122 AWS  59.60 FR	3,071.98
25	050-010-006-00 RT 194,000	148 Estelle St Plan 7666 Lot 194 Lot 195  64.00 FR	12,870.06
26	050-023-063-00 RT VL 22,000	254 Cheshire Rd Plan 7602 Lots 597 to 604  280.00 FR	912.89

27	050-023-063-10 RT VL 22,000	00000 Sydenham Rd Plan 7602 Lots 574 to 581  00.00 FR	912.89
28	050-023-067-00 RT VL 68,250	264 Kingsford Rd Plan 7602 Lot 476 to Lot 482  230.00 FR	2,928.14
29	050-025-079-43 RT 122,500	123 Pozzebon Cres Plan M341 Lot 46PT PCL 7721 AWS RP 1R3571 Part 1  31.25 FR	6,242.99
30	050-031-031-00 RT 131,500	150 St Patrick St Plan H658 Lot 11 RCP  100.00 FR	7,730.70
31	050-060-107-00 RT VL 22,750	111 Sixth Line Ext W Sec 12 NW1/4 PT PCL 5367 AWS  12.20 FR	1,244.33
32	060-003-024-00 RT 94,500	99 Letcher St Plan 1751 BLK 13 Lot 14 RP 1R4786 Part 9  37.71 FR	4,857.86
33	060-006-045-00 CT 139,500	652 Wallace Terrace Plan H628 Lot 2 RCP  140.00 FR	17,902.02
34	060-007-002-00 RT 171,000	199 Carufel Ave Plan H629 Lot 6 RCP  80.00 FR	8,542.60
35	060-015-009-00 RT 121,500	7 Walters St Plan 8056 Lot 3 Lot 4  68.10 FR	5,483.23
36	060-030-002-00 RT 153,500	144 Brookfield Ave Plan M149 Lot 6PT RP AR148 Part 11 PCL 10644 AWS  119.22 FR	11,116.24
37	060-045-002-02 RT 135,500	1100 Second Line W Sec 28 SE1/4 PT RP 1R7280 Part 2  353.79 FR	5,962.76
38	060-070-114-21 RT VL 48,250	41 Parkewood Dr Plan M414 Lot 19 PCL 19-1 Sec M414  164.04 FR	2,949.13
39	060-070-114-30 RT VL 44,500	5 Parkewood Dr Plan M414 Lot 28 PCL 28-1 Sec M414  211.12 FR	2,703.24
40	060-070-266-00 RT VL 14,100	24 Victoria St Plan 58 Lot 385  40.00 FR	998.34



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

### C O U N C I L   R E P O R T

June 25, 2018

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

**AUTHOR:** Tom Vair, Deputy CAO

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Sault College iE3 Project 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 Sault College of Applied Arts & Technology outlining the City's EDF contribution to the construction project of the Institute for Environment Education and Entrepreneurship (iE3) program.

#### **BACKGROUND**

On June 27<sup>th</sup>, 2016 Council approved a resolution to provide up to \$400,000 in EDF funds to Sault College for its iE3 program construction project.

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

#### **ANALYSIS**

The City will allocate funding to Sault College upon the receipt of claims for eligible and supported costs incurred as outlined in the agreement.

The relevant By-law 2018-138 appears elsewhere on the agenda.

#### **FINANCIAL IMPLICATIONS**

The agreement allots a maximum of \$400,000 out of the EDF for the iE3 construction project.

#### **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 06 25 concerning the EDF contribution agreement with Sault College be received and that Council authorize staff to sign the agreement.

The relevant By-law 2018-138 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

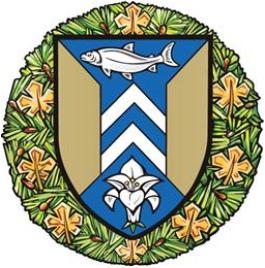


Tom Vair

Deputy CAO, Community Development & Enterprise Services

705.759.5264

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



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

### C O U N C I L   R E P O R T

June 25, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Agreement for the Bulk Purchase of Ice and Classroom Time - Huron-Superior Catholic District School Board

---

#### **PURPOSE**

The purpose of this report is to seek Council approval to enter into an agreement with the Huron-Superior Catholic District School Board ("HSCDSB") and the Corporation of the City of Sault Ste. Marie ("City") for the bulk purchase of Ice Time and Classroom Time.

#### **BACKGROUND**

The HSDCSB has advised that they are interested in purchasing a bulk of ice time and classroom time at Community Centres Division facilities during the upcoming school year. The City entered into a similar agreement with the Algoma District Schoolboard (ADSB) on September 14, 2017 supporting a bulk purchase discount for their programming.

#### **ANALYSIS**

The HSDCSB is interested in renting approximately 200 hours of facility time during daytime hours for the 2018-2019 school year for sports practices and physical education classes.

This partnership will increase facility usage from both a programming and ice utilization perspective and supports developing youth in the Community.

#### **FINANCIAL IMPLICATIONS**

The HSDCSB and Community Development and Enterprise services staff have negotiated bulk purchase fees for the consideration of Council. The below discounts in the first year, being between August 31, 2018 to August 31, 2019 with no minimum hour purchase requirement. Upon any and all renewals of this Agreement:

**Agreement for the Bulk Purchase of Ice and Classroom Time - Huron-Superior Catholic District School Board**

2018 06 25

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

The estimated facility rental revenue to be generated during the 2018-2019 school year is approximately \$25,000.

In addition, the agreement allows for renewal from year to year based on successful negotiations. If this agreement is approved, the User Fee By-Law will be updated and brought back to Council for approval.

**STRATEGIC PLAN / POLICY IMPACT**

The recommendation supports the Corporate Strategic Plan for 2016-2020 in a number of ways. This proposed collaboration with the HSDCSB relates to the Fiscal Responsibility Value and in addition demonstrates Community Development and Partnerships through collaboration with community partners and key stakeholders.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

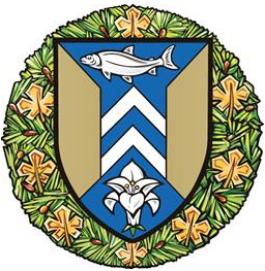
“Resolved that the report of the Director, Community Services – Community Development & Enterprise dated 2018-06-25 be received by Council and that Council authorize the execution of the Agreement.”

The relevant bylaw and agreement will appear on a future Council agenda.

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)



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

### C O U N C I L   R E P O R T

June 25, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Beer Pouring Rights

---

#### **PURPOSE**

This report has been prepared for Council's information on behalf of the Evaluation Committee, concerning proposals received for the Beer Pouring Rights for the three (3) year period commencing July 1, 2018 at the Sault Ste. Marie Event Centre soon to be rebranded as the GFL Memorial Gardens.

#### **BACKGROUND**

On May 10, 2018, the City of Sault Ste. Marie issued a Request for Proposals for the Beer Pouring Rights of the Event Centre. Multiple proponents were sent RFP Beer Pouring Rights packages. Proposals were required to be submitted for consideration no later than 4:00 p.m. on June 1, 2018.

#### **ANALYSIS**

The City received expressions of interest from various organizations throughout the RFP process. As of the closing date, three (3) Proponents submitted proposals and all proposals were worthy and met the criteria of the RFP package.

The Proposals received have been evaluated by a committee comprised of the Director of Community Services, the Manager of Arenas, and the Manager of Purchasing. The proposals were evaluated using a criteria matrix in accordance with the City's regular evaluation process.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is Molson Coors.

Molson currently has relationship with the following regional hockey assets:

- Kingston Frontenacs
- Peterborough Petes

- Kitchener Rangers
- Niagara Ice Dogs
- Sarnia Sting
- Windsor Spitfires
- Barrie Colts
- Owen Sound Attack
- Sault Ste. Marie Greyhounds
- Sudbury Wolves
- North Bay Battalion
- Belleville Senators

Molson agrees to create and execute the following local on-premises activity, promoting the Soo Greyhound Hockey Club and Molson Brands:

**Molson Canadian Hockey House**

- Molson rent two (2) suite nights per season to run promotions within the community to create exposure/excitement for the venue and team within Sault Ste. Marie.

**Discover Your Community**

- Molson Coors has brand awareness at eight (8) local LCBO's, driving traffic and awareness for the upcoming season. Eight (8) displays and over 120K impressions in a three (3) week period. This will help promote traffic and volume within the venue (dependent upon program approval by the LCBO).

**FINANCIAL IMPLICATIONS**

The new agreement will see the City enter into a three (3) year agreement which will generate \$111,000 in revenue for the pouring rights for the Venue.

Annual payments of \$37,000 will commence July 1, 2018. Under the previous agreement \$105,000 was received for the three (3) year timeframe. Under the new agreement, the City will see an annual increase in revenue of \$2,000.

In addition, as a Value Added, Molson Coors agrees to supply cups for the draft volume purchased by the venue each year estimation at \$4,000 and agrees to purchase one (1) additional one-night Suite Rental per season within the terms of the agreement (\$2,000/year).

**STRATEGIC PLAN / POLICY IMPACT**

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.

- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2018 06 25 be received.

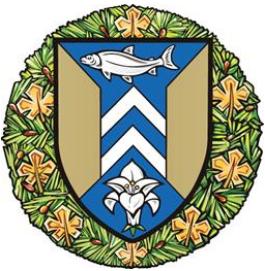
A by-law authorizing signature of the agreement will appear on a future Council agenda.

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)

cc: Tim Gowans, Manager - Purchasing



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

### COUNCIL REPORT

June 25, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Restaurant/Lounge space at John Rhodes Community Centre

---

#### PURPOSE

This report has been prepared for Council's information and consideration concerning options for the use of space at the John Rhodes Community Centre (JRCC). Staff is seeking Council approval for the recommended option.

#### BACKGROUND

In the Council Report of May 14, 2018, staff informed Council that four (4) options would be explored and that a recommendation would be brought back to Council for approval.

The options to be assessed were:

1. City operation of the location as a restaurant/lounge space
2. RFP for a new tenant as a restaurant/lounge space
3. Alternative use of space operated by City (community space in support of Smart Cities Initiative, classroom space, special events, etc.)
4. Alternative use of space offered through RFP to interested organizations (i.e., we don't specify that it has to be used as a restaurant/lounge)

This is in response to the prior tenant providing notice and subsequently vacating the premises on May 5, 2018.

#### ANALYSIS

There are a number of considerations when examining the options for the use of designated space overlooking both arena ice pads within the JRCC. The Analysis section is organized to address some of the major considerations, which include:

- Service delivery to the Community
- Financial benefit to the City

- Complementary business line
- Net promotion for facility use

After numerous internal discussions, analysis and site visits staff recommends that the space be maintained as a restaurant serving the public and that the option of following an RFP process to determine a successful proponent be followed.

By going through a standard RFP, it would allow for a competitive bid process for all interested proponents to come forward with a proposal. This option continues to support providing a value added service offering while promoting traffic flow to the facility. The City would continue to receive annual rent and tax payments (historically in the neighbourhood at an average of \$50,000 in rent over the past 2 years and an additional \$16,928 in annual tax payments).

City staff is optimistic that a bid would be submitted, as there has been unsolicited interest from established restaurant owners for the space which bodes well for submissions through an RFP procurement.

Furthermore, this option would maintain a steady stream of rental and tax revenue to the Municipality, provide a service to the Community and is a complementary business line to the ice arena.

Conducting an RFP provides an opportunity to select an experienced private sector operator and enables the City to avoid the day to day management and risk that is associated with running a full-scale restaurant and bar operation.

In addition, if the City chose to operate the restaurant itself the opportunity costs would include:

- Loss of property taxes in the amount of \$16,928 annually
- Loss of rental revenue

Staff have developed a backup plan if there are no successful bidders to the RFP. In this event, Staff would recommend that the City operate the facility for a one (1) year period, from September 2018 to May 2019 as a contingency plan and then report back to Council to determine if it is feasible to continue as a City-operated restaurant.

In evaluating the current restaurant space, City staff have recognized that there is a need to revitalize the space. As part of the RFP process Staff recommend that the City indicate it is willing to work together with the successful Proponent in the reconfiguration process to position the restaurant for long term success. Staff can report back to Council once a proponent has been selected to outline the final plans and any cost implications.

2018 06 25

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## **FINANCIAL IMPLICATIONS**

For the fiscal year ending 2017, the City collected \$26,212 in annual rent and another \$23,147 for the City's portion of gross revenue amounting to a total of \$49,359.

In addition to the proponent being responsible for paying taxes (\$16,928 in 2017) as well as cable, internet, phone, and satellite television charges and all utilities as a part of the lease agreement.

The RFP process will form the basis to establish terms to enter into a new agreement with the successful proponent.

## **STRATEGIC PLAN / POLICY IMPACT**

Finding a suitable option to continue similar operations supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Maintaining Existing Infrastructure:
  - Preserving and improving the City's assets
- New Infrastructure
  - Infrastructure essential to the City's growth
- Service Delivery
  - Delivering customer service for citizens
- Community Development & Partnerships
  - Revitalization of public spaces that create economic growth

## **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 06 25 be received, and the recommendation that the option of conducting an RFP to select a new operator for a Restaurant/Lounge Space, be approved.

Furthermore resolved that if no successful bids are received through the RFP process that it be recommended that the City run the facility for a one (1) year period, from September 2018 to May 2019 and then report back to Council to determine if it would remain as a City run restaurant.

Respectfully submitted,

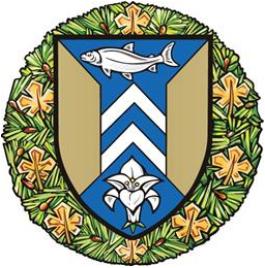


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Restaurant/Lounge space at John Rhodes Community Centre

2018 06 25

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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

June 25, 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:** Request for Financial Assistance for National/  
International Sports Competitions-Sault Surge Aquatic Team

---

#### PURPOSE

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

#### BACKGROUND

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

#### ANALYSIS

The attached application was received for members of the Sault Surge Aquatic Team in Sault Ste. Marie. The application is for financial assistance to attend the 2018 Canadian Junior Swimming Championships to be held in Winnipeg, Manitoba from July 25 to July 30, 2018 sanctioned by Swim Ontario and Swim Canada. Team members attending the championship include: Paige Banton, Olivia Strazomski, Raili Kary & Aliah Robertson. The Parks and Recreation Advisory Committee reviewed the application at their meeting on June 5, 2018 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: S. Milne

Seconded by: J. Moore

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

Request for Financial Assistance for National/International Sports Competitions-  
Sault Surge Aquatics Team  
2018 06 25  
Page 2.

2018 Canadian Junior Swimming Championships to be held in Winnipeg,  
Manitoba from July 25 to July 30, 2018 in the amount of \$400.00 and that a  
report be sent to City Council for their approval."

**CARRIED.**

**FINANCIAL IMPLICATIONS**

The City's Operating Budget provides an annual amount to fund the Financial Assistance for National/International Sports Competition Program. The budget for 2018 is \$5,000 and can accommodate this request.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

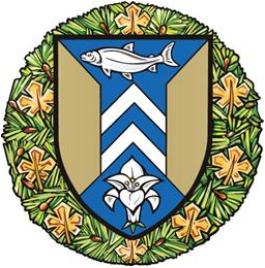
It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of Recreation and Culture dated 2018 06 25 concerning the Request for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$400.00 financial assistance grant for the Sault Surge Aquatic Team for financial assistance to attend the 2018 Canadian Junior Swimming Championships to be held in Winnipeg, Manitoba from July 25 to July 30, 2018 in the amount of \$400.00 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

June 25, 2018

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Susan Hamilton Beach, Director of Public Works  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** 2018 Concrete Curb and Sidewalk Program

---

#### **PURPOSE**

The purpose of this report is to inform Council of the proposed 2018 curb and sidewalk program.

#### **BACKGROUND**

Each year the program is reported to Council, for their information. This year it is proposed that the program include approximately 1364 square metres of sidewalk, 605.9 linear metres of curb and 11 accessibility ramps to improve curbs and sidewalks. Attached is the listing of the 2018 locations. The program represents approximately 0.11% of the curb inventory and 0.29% of the sidewalks maintained by the City. The budget for this program is \$453,770.

#### **ANALYSIS**

Typically, each year the program has been compiled from requests from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated.

#### **FINANCIAL IMPLICATIONS**

The proposed program maximizes the assigned operational budget for curb and sidewalk program. The budget for this program is \$453,770.

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

The sidewalk and curb repair program is linked to the asset management, maintaining existing infrastructure component of the Corporate Strategic Plan.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

2018 Concrete Curb and Sidewalk Program

2018 06 25

Page 2

Resolved that the report of the Director of Public Works dated 2018 06 25 concerning Public Works 2018 curb and sidewalk program be received as information.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Susan Beach".

Susan Hamilton Beach, P.Eng.

705.759.5207

[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)

## 2018 CURB AND SIDEWALK PROGRAM

STREET NAME	CIVIC ADDRESS
RUSHMERE DRIVE	18
RUSHMERE DRIVE	20
BROADVIEW	42
ARDEN STREET	24
BONNEY STREET	913
GOULAIS AVENUE	232
DYMENT STREET	707
BLOOR STREET WEST	369
BLOOR STREET WEST	359
ADELAIDE STREET	68
BLOOR STREET WEST	358
KORAH ROAD	395
DOUGLAS AVE	391
THIRD AVENUE	427
DOUGLAS AVE	512
FIRST AVE	489
PRENTICE AVENUE	196
DOUGLAS STREET	331
FIFTH AVENUE	295
TURNER AVENUE	119
PEOPLES ROAD	1232
ROSSMORE ROAD	226
ROSSMORE ROAD	230
ROSSMORE ROAD	258
ROSSMORE ROAD	278
ROSSMORE ROAD	31
DIANE STREET	7
PEOPLES ROAD	811
KORAH ROAD	519
HENRY STREET	32
SECOND LINE WEST	428
SECOND LINE WEST	13
ESTELLE STREET	100
WELLINGTON ST WEST	603
WALLACE TERRACE	28
HENRIETTA STREET	23
BEAUMONT AVENUE	31
LANGDON CRESENT	9
NORTHERN AVENUE	190
SECOND LINE EAST	446
SECOND LINE EAST	424
HIGHCREST STREET	1

## 2018 CURB AND SIDEWALK PROGRAM

STREET NAME	CIVIC ADDRESS
MARY AVE	13
NORTH STREET	999
NORTH STREET	995
THIRD LINE WEST	40
WEST STREET	124
ALBERT STREET WEST	588
HURON STREET	253
CATHCART STREET	220
ST. JAMES STREET	238
NORTHLAND ROAD	488
KEHOE AVENUE	160
WELLINGTON STREET WEST	634
WELLINGTON STREET WEST	640
LAURA STREET	91
HURON STREET	83
HURON STREET	111
SPRING STREET	4
SPRING STREET	4
WELLINGTON STREET EAST	492
BAY STREET	32
ST.MARYS RIVER DRIVE	49
BAY STREET	676
<b>POPLAR AVENUE</b>	<b>130</b>
WELDON AVENUE	97
WELDON AVENUE	101
ST. GEORGES AVENUE	156
CUNNINGHAM ROAD	132
ST. GEORGES AVENUE	134
BIRCH STREET	69
BIRCH STREET	21
BIRCH STREET	27
BRUCE STREET	388
<b>CAMPBELL AVENUE</b>	<b>87</b>
<b>CAMPBELL AVENUE</b>	<b>88</b>
MORRISON AVENUE	582
ANITA BLVD	121
GLASGOW AVENUE	188
<b>ELMWOOD AVENUE</b>	<b>80</b>
<b>ELMWOOD AVENUE</b>	<b>70</b>
<b>VAN DAELE STREET</b>	<b>8</b>
GRAND BLVD	98
GRAND BLVD	142

## 2018 CURB AND SIDEWALK PROGRAM

STREET NAME	CIVIC ADDRESS
<b>VAN DAELE STREET</b>	<b>5</b>
MORRISON AVENUE	532
PRINCE CHARLES CRESCENT	93
LAKE STREET	1025
LAKE STREET	1015
MCNABB STREET	578
MCNABB STREET	434
PROMENADE DRIVE	220
CHARLOTTE DRIVE	3
MOLUCH STREET	77
HAVILAND CRESENT	23
LAKE STREET	476
LAKE STREET	484
FIELD SQUARE	135
WILLOW AVENUE	128
MILLCREEK DRIVE	300
GREAT NORTHERN ROAD	44
PINE STREET	180
PINE STREET	302
PINE STREET	109
FOREST AVENUE	107
FOREST AVENUE	43
SUMMIT AVENUE	13
<b>POPLAR AVENUE</b>	<b>65</b>
BELLEVUE AVENUE	43
SUMMIT AVENUE	72
BRETON ROAD	134
BRETON ROAD	118
HAWTHORNE AVENUE	31
HAWTHORNE AVENUE	49
BRUCE STREET	230
BEATRICE STREET	118
QUEEN STREET EAST	1168
IRWIN AVENUE	5
CEASAR ROAD	47
CHURCHILL BLVD	128
HARTEN STREET	94
LAKE STREET	222
LAKE STREET	210
HUGILL STREET	116
HUGILL STREET	120
HUGILL STREET	200

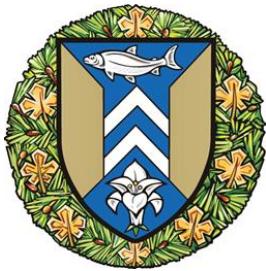
## 2018 CURB AND SIDEWALK PROGRAM

STREET NAME	CIVIC ADDRESS
QUEEN STREET EAST	1219
QUEEN STREET EAST	1595
COUNTRY CLUB PLACE	191
CHAMBERS AVENUE	254
<b>CHAMBERS AVENUE</b>	<b>66</b>
SIMON AVENUE	100
HARDWOOD STREET	86
GREENVIEW LANE	20
WILLOWDALE STREET	139
QUEENSGATE BLVD	7
QUEENSGATE BLVD	3
BOUNDARY ROAD	350
OREGON AVENUE	31

### PROGRAM TOTALS

Sidewalk Lengths	1364 Square Meters
Curb Lengths	605.9 Linear Meters
Accessibility Ramps in Bold/Italics	11

\*All Accessibility Ramps are noted in **BOLD**



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

### C O U N C I L   R E P O R T

June 25, 2018

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

**AUTHOR:** Don Elliott, Director of Engineering

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Northern Avenue EA – Notice of Completion

---

#### PURPOSE

The purpose of this report is to advise Council that the environmental assessment (EA) for the Northern Avenue corridor is complete.

#### BACKGROUND

At the 2015 09 28 meeting, Council approved that the firm of Kresin Engineering be retained to complete a Schedule C class environmental assessment for the Northern Avenue corridor between North Street and Black Road. Council was updated at the 2016 09 12 and 2018 02 20 meetings when engineering fee limits needed to be increased.

The purpose of the EA was to study three issues, namely: the need to extend Northern Avenue to Black Road, connecting Northern Avenue to the P-Patch, and the possibility of reducing Northern Avenue from four lanes to three lanes between North Street and Pine Street.

#### ANALYSIS

The environmental assessment, including public and agency consultation, has been completed. The recommendations of the preferred alternative can be summarized as follows:

- Northern Avenue not to be extended to Black Road;
- Improved access to the P-Patch be provided by a new road on the existing City right-of-way from the East limit of Northern Avenue southerly two blocks to a new tee intersection with Princeton Drive; and,
- Northern Avenue between North Street and Pine Street be converted from four lanes to three - one lane in each direction with a center left turn Lane, and curbside cycling lanes. A new sidewalk is recommended west of Reid Street and should be considered at the time of detailed design.

Northern Avenue EA – Notice of Completion

2018 06 25

Page 2.

In accordance with the environmental assessment process, a Notice of Completion will be published identifying the preferred alternative. There is a 30 day period after publication during which an individual or agency may submit a request to the Minister for a Part II Order for a full environmental assessment. If no such request is received, the City may proceed with the project when funds are in place. 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 Environmental Study Report (ESR) and appendices will be available for viewing on the City website online at: ([saultstemarie.ca/NorthernAveEA](http://saultstemarie.ca/NorthernAveEA))

**FINANCIAL IMPLICATIONS**

The estimated cost for the conversion to three lanes is approximately \$250,000, however this excludes resurfacing costs. Significant portions of Northern Avenue require resurfacing and the conversion to three lanes is best done at the time of resurfacing. The road extension into the P-Patch is estimated to cost \$400,000. Once the EA is finalized, these projects can be recommended to Council for consideration with other projects in a future capital plan.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

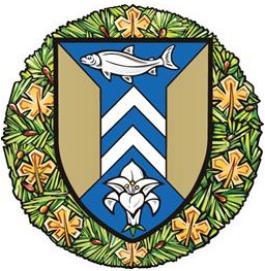
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2018 06 25 concerning the Northern Avenue EA 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)



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

### C O U N C I L   R E P O R T

June 25, 2018

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

**AUTHOR:** Don Elliott, Director of Engineering

**DEPARTMENT:** Public Works and Engineering Services

**RE:** 2018 Biennial Bridge Inspections

---

#### PURPOSE

The purpose of this report is to recommend that Council authorize an agreement with STEM Engineering for completion of the biennial inspection of bridges and other structures.

#### BACKGROUND

The City is mandated by the Province to conduct biennial structural inspections of all municipal bridges. The inventory includes 35 vehicular bridges and box culvert road crossings, as well as 11 pedestrian bridges. Under this review, staff also include overhead sign structures, high mast lighting at three sports field locations and structural retaining walls.

#### ANALYSIS

In accordance with the procurement by-law, proposals were sought from engineering firms on the City's vendor of record list for structural work. Three proposals were received, all of which met the requirements. Engineering Division staff recommends that the work be awarded to STEM Engineering. If Council approves this recommendation, an agreement for professional services will be brought to Council at a future meeting.

#### FINANCIAL IMPLICATIONS

The estimated fee limit for the work is \$31,500 including non-refundable HST. A budget amount of \$50,000 was approved in the 2018 miscellaneous construction budget for this purpose.

#### STRATEGIC PLAN / POLICY IMPACT

Biennial structural inspections are linked to the infrastructure component of the strategic plan.

2018 Biennial Bridge Inspections

2018 06 25

Page 2

**RECOMMENDATION**

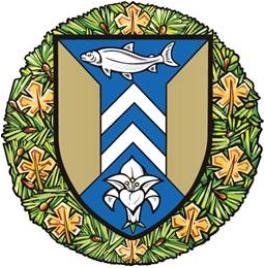
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2018 06 25 be received, and the recommendation that the City enter into an agreement for professional services with STEM Engineering for the 2018 biennial bridge inspections for the fee of \$31,500, be approved.

Respectfully submitted,



Don Elliott, P. Eng.,  
Director of Engineering  
705.759.5329  
[d.elliott@cityssm.on.ca](mailto:d.elliott@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

June 25, 2018

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

**AUTHOR:** Carl Rumieli, Design and Construction Engineer

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Aqueduct Repairs – Contract 2018-10E

---

#### PURPOSE

The purpose of this report is to obtain approval to award the Aqueduct Repairs Contract 2018-10E.

#### BACKGROUND

At the 2018 02 05 Council meeting, Council was informed that approximately \$725,000 in repairs to the East Davignon Creek Second Line crossing, just west of Farwell Terrace, and the small (westerly) Central Creek aqueduct on Central Street near McKenzie Avenue were required in 2018. This work was not originally part of the 2018 Capital Construction Program.

Tenders received for Contract 2018-10E were opened at a public meeting Tuesday, June 12, 2018 in the Biggins Room of the Civic Centre. Present at the opening was Deputy City Clerk Rachel Tyczinski as well as City staff and contractor representatives.

#### ANALYSIS

A total of three (3) tenders were received which were found to be complete and valid. The low tender of \$762,900 (excluding HST) was received from 1187839 Ontario Inc.

#### FINANCIAL IMPLICATIONS

When recoverable HST is added, the total project costs are anticipated to be \$776,327. The Finance Department has confirmed that this amount can be covered with underruns from the current and previous year's capital construction programs.

#### STRATEGIC PLAN / POLICY IMPACT

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

Aqueduct Repairs

2018 06 25

Page 2

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2018 06 25, concerning the Aqueduct Repairs, be received and that this work be added to the 2018 Construction Program with funding coming from underruns from previous and current construction projects and the recommendation that Contract 2018-10E be awarded to 1187839 Ontario Inc., be approved.

By-law 2018-140 authorizing execution of Contract appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



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

Attach.

June 13, 2018

STEM Project # 18040

Corporation of the City of Sault Ste. Marie  
 P.O. Box 580  
 Sault Ste. Marie, Ontario  
 P6A 5N2

**Attention:** **Mr. Carl Rumieli, P. Eng.**  
**Design and Construction Engineer**

**Subject:** **Central Street- West Aqueduct Replacement and Second  
 Line / Farwell Terrace Aqueduct Repair  
 Contract No. 2018-10E Tender recommendation**

We have reviewed the tenders received by the City Clerk's office on Tuesday June 12, 2018 for the above contract and comment as follows:

## 1.0 Introduction

Contract No. 2018-10E – Central Street- West Aqueduct Replacement and Second Line / Farwell Terrace Aqueduct Repair consists of approximately 60 metres of aqueduct replacement on Central Street at McKenzie Street and south, plus miscellaneous repairs to the East Davignon Creek crossing at Second Line. This work also includes minor sewer improvements and road reconstruction at Central Street.

The tender advertisement was published in the Sault Star on Saturday, May 19, 2017 to notify prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

During the tender period, there were some questions from plan takers relating to the scope of work and the technical specifications. Five (5) Addenda were issued by the Consultant to address these issues and questions raised by the plan takers.

## 2.0 Summary of Tenders

Three (3) Contractors submitted sealed tenders for Contract No. 2018-10E to the City Clerk's office prior to the closing time of 3:00 p.m. on Tuesday April 12, 2018. The tenders were publicly opened at 3:15 p.m. on the same day by Rachel Tyczinski (Deputy City Clerk) in the presence of City and Consultant staff and Representatives of the bidding Contractors.

The opened Tenders were checked for the required \$50,000 tender deposit and agreement to bond and the Total Tender Prices were recorded.

The following were the results of the submitted Total Tender Prices, excluding HST,

1.	<b>1187839 Ontario Limited</b>	<b>\$759,470.00, (corrected to \$762,900.00)</b>
2.	Phillips Haulage	\$949,212.00 (Corrected to \$1,032,432.00)
3.	Palmer Construction	\$961,559.25 (No Correction Needed)

### **3.0 Review of Tenders Received**

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. The following specific comments are noted:

1. All tenders were properly signed, sealed and executed.
2. The tender breakdowns were checked for mathematical errors. Minor errors were found in two tenders submitted. The ranking of the two high bids changed.
3. All tenders complied with submission of the required bid security of \$50,000.00
4. All tenderers submitted summaries of related work experience, supervisory staff, available construction equipment and proposed sub-contractors.
5. All tenderers provided an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds.
6. All tenderers submitted the Statement of Canadian Content
7. All tenderers confirmed receipt of Addendum No. 1 through Addendum No. 5.

### **4.0 Low Bidder Experience**

The low bidder, 1187839 Ontario Limited, is a Local General Contractor. The president (Yvon Champagne) and coordinator (Shane Corbett) have worked on similar city projects in the past.

1187839 Ontario Limited has indicated that most of the work will be done by their own forces. The main exceptions being Cast-In Place Concrete which will be done by Ontario Concrete, Waterproofing by Maverick and Sons, and Asphalt Paving which will be done by Rainone Services,

### **5.0 Tender Estimate**

The low tender amount of \$762,900.00 (excl. HST) is higher than the Engineer's tender estimate by \$95,702 (excl. HST).

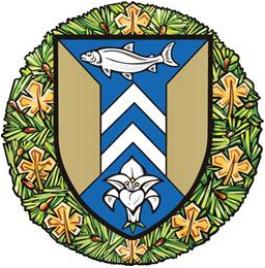
### **6.0 Conclusions**

Based on our review of the tenders submitted, we recommend 1187839 Ontario Limited be awarded the contract. Upon approval of the by-law by council STEM will prepare the contract for execution.

Regards,



Dan Bertolo  
Senior Technologist



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

### C O U N C I L   R E P O R T

June 25, 2018

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

**AUTHOR:** Carl Rumieli, Design & Construction Engineer

**DEPARTMENT:** Public Works and Engineering Services

**RE:** Huron Street at Wellington Street Intersection – Traffic Signal Removal

---

#### PURPOSE

The purpose of the report is to obtain Council approval to remove the traffic signals at the intersection of Huron Street and Wellington Street West while the intersection is being reconstructed as part of the Fort Creek Aqueduct project that is happening this summer.

#### BACKGROUND

At the 2018 05 18 meeting of Council, staff presented a recommendation to remove the traffic signals at the Huron and Wellington intersection. The consultant recommendation also indicated that in order to ensure adequate sight distance, staff review on-street parking in the area and possibly restrict parking between Huron and Beverly Streets. Council requested the report be postponed in order that staff ensure on-street parking is not affected.

As Council is aware, the reconstruction of the Fort Creek Aqueduct along Wellington Street West from St. Andrew's Terrace to Carmen's Way is currently underway. Public Works and Engineering Services have reviewed the intersection of Huron Street and Wellington Street to verify if the warrants for traffic signalization are still relevant.

#### ANALYSIS

On May 3, 2016 warrant studies for both traffic signal and all-way stop control were completed for this intersection. Both studies indicated that signals or all-way stop sign control are not warranted at this location.

Traffic specialist CIMA+ did a review of the intersection as part of the Fort Creek project and confirm that the three legged intersection will function well with stop control on Huron Street. CIMA+ has made some further recent recommendations to implement a bump out of the intersection which will allow

Huron Street Traffic Signal Removal

2018 06 25

Page 2.

the stop bar to be further out into the road way and thus increase the sight distance to ensure on-street parking is not affected. The attached plan illustrates the new intersection configuration and is recommended.

Since the intersection will require reconstruction due to the Fort Creek Aqueduct replacement, it would be wise to restore the intersection without the traffic signals at this time rather than replace them with new signals.

**FINANCIAL IMPLICATIONS**

The financial implications related to this approval would be a small project savings as well as an operations and maintenance savings going forward.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

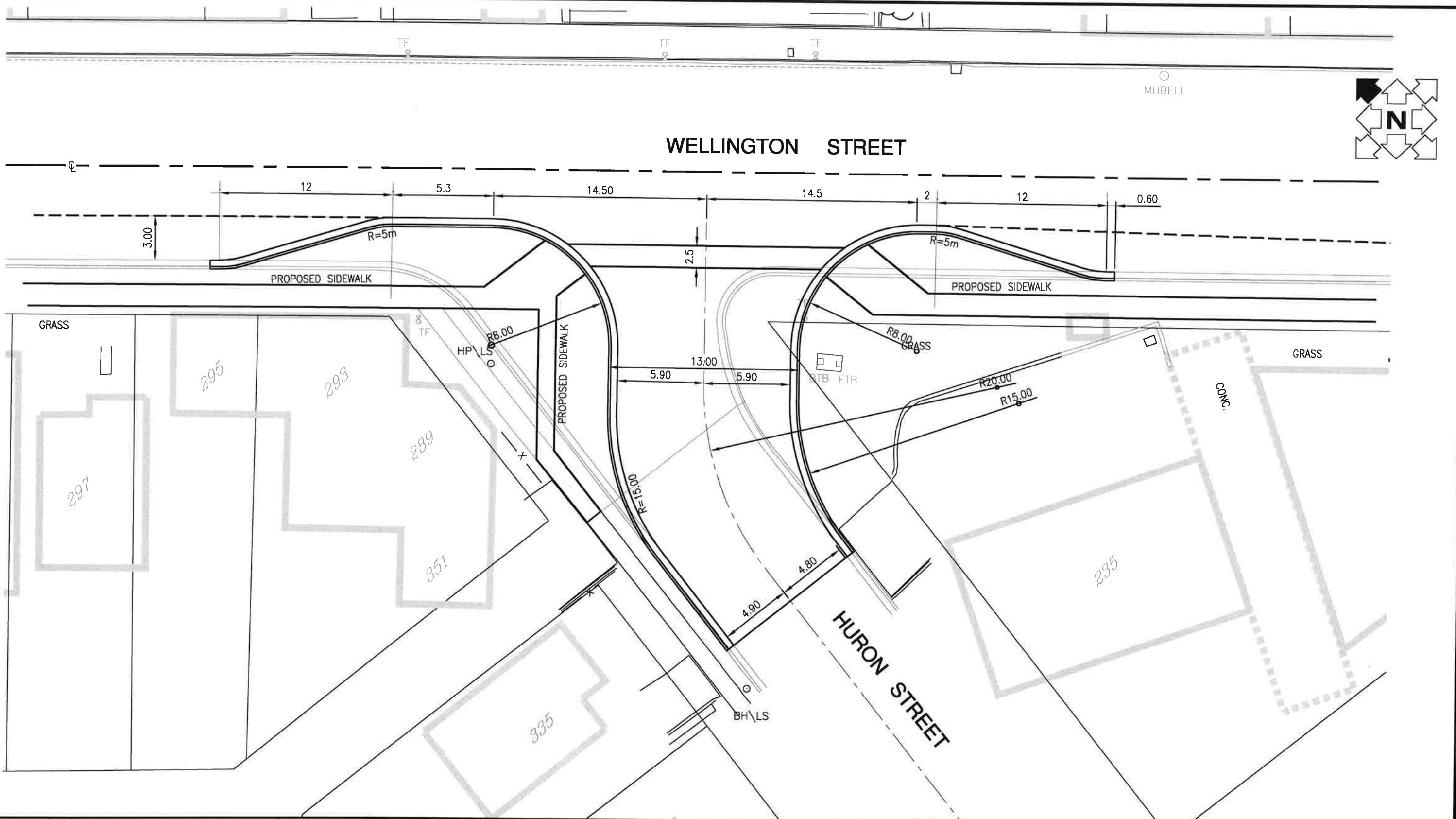
Resolved that the report of the Design and Construction Engineer dated 2018 06 25 be received and the recommendations that the City not replace the traffic signals at the Huron Street and Wellington Street West intersection but instead install a stop sign at Huron Street in accordance with the attached drawing by Tulloch Engineering, be approved.

Respectfully submitted,

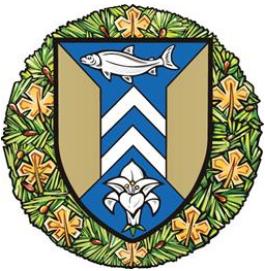


Carl Rumiel, P. Eng.  
Design & Construction Engineer  
705.759.5379  
[c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)

Attach.



			DRAWING:	PROJECT:	DRAWN BY:	CHECKED BY:	PROJECT No.:
0	JUNE 13, 2018	DAM			DAM	JVM	15-1192
No.	DATE	BY	ISSUES / REVISIONS	DESIGNED BY:	APPROVED BY:	DRAWING No.	REVISION No.
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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

June 25, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Economic Growth Community Improvement Plan 2018

---

#### **PURPOSE**

The purpose of this report is to request City Council's approval to give public notice in accordance with the requirements of the Planning Act for an Economic Growth Community Improvement Plan that establishes a grant program for export oriented businesses.

#### **BACKGROUND**

In November 2016, as part of Council's consideration of a new long-term industrial tax policy, staff were asked to investigate and report on the feasibility of implementing an Industrial Community Improvement Plan.

In May 2017, Council requested that staff consider the costs and potential benefits of implementing a Community Improvement Plan for all industrial and commercial property tax classes.

It should be noted that the City previously implemented an Industrial Community Improvement Plan between 2008 and 2013. Local businesses that benefited from this program included the Airport Development Corporation, Ellsin Environmental, Heliene, SIS Manufacturing and Soo Foundry.

#### **ANALYSIS**

On February 6, 2006, City Council approved By-law 2006-32 to designate the entire municipality as a Community Improvement Project area.

The attached Economic Growth Community Improvement Plan has been prepared as permitted by Section 28(4) of the Planning Act and includes the authority for City Council to make grants to registered owners, assessed owners and tenants of lands and buildings within the Community Improvement Project

## Economic Growth Community Improvement Plan

2018 06 25

Page 2.

area for eligible costs as permitted by Section 28(7) of the Planning Act. The total value of any grant cannot exceed the total cost of redevelopment.

Staff are not recommending that all industrial and commercial businesses be eligible. This would create an uneven competitive environment between competing businesses.

Instead, staff is recommending that only export oriented businesses be eligible. Both existing and new export oriented businesses in the following sectors would qualify:

- agriculture, aquaculture and food processing
- arts, culture and creative industries
- digital economy
- forestry and value-added forestry related industries
- health sciences
- minerals sector and mining supply and services
- primary, secondary, value-added and advanced manufacturing
- renewable energy and services
- tourism
- transportation, aviation and aerospace industries
- water technologies and services

These sectors have been identified as emerging opportunities in the Growth Plan for Northern Ontario and the Community Adjustment Committee's "People Place Prosperity" document.

If approved, this program will allow City Council to approve a one time grant of up to \$100,000; or a grant of up to 100 percent of the incremental increase in the municipal portion of the property taxes for a maximum of three years resulting from the development, rehabilitation and reassessment of lands and buildings.

Details of the proposed program can be found in the attached document.

It should be noted that all applications will be reviewed by a committee comprised of the Deputy CAO of Community Development and Enterprise Services, Chief Financial Officer/City Treasurer and the Director of Planning. Final approval of any grant will be a decision of City Council.

### **FINANCIAL IMPLICATIONS**

The Economic Growth Community Improvement Plan provides either a one-time project grant of up to \$100,000 or up to 100% tax relief for the municipal portion of an incremental assessment increase for three years. The project grant would be funded from the Economic Development Fund (EDF) which currently has an annual allocation of \$500,000. Availability of EDF funds would limit the application requests. The tax relief grant will require a levy increase over the relief period. After the three-year period, incremental assessment increases

# Economic Growth Community Improvement Plan

2018 06 25

Page 3.

would be realized. The levy increase cannot be quantified as it is dependent upon the number and type of applicant projects. It should be noted that a project grant also has the potential to incrementally add to the assessment base.

## **STRATEGIC PLAN / POLICY IMPACT**

The proposed Economic Growth Community Improvement Plan is consistent with and supports the following:

- Provincial Policy Statement 2014
- Growth Plan for Northern Ontario 2011
- Community Adjustment Committee recommendations
- City of Sault Ste. Marie Corporate Strategic Plan
- City of Sault Ste. Marie Official Plan
- Sault Ste. Marie Industrial Land Development Strategy

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2018 06 25 concerning the Economic Growth Community Improvement Plan be received and that staff be directed to give public notice of the proposed Economic Growth CIP in accordance with the provisions of the Planning Act for this matter to be considered by Council at the July 16 meeting.

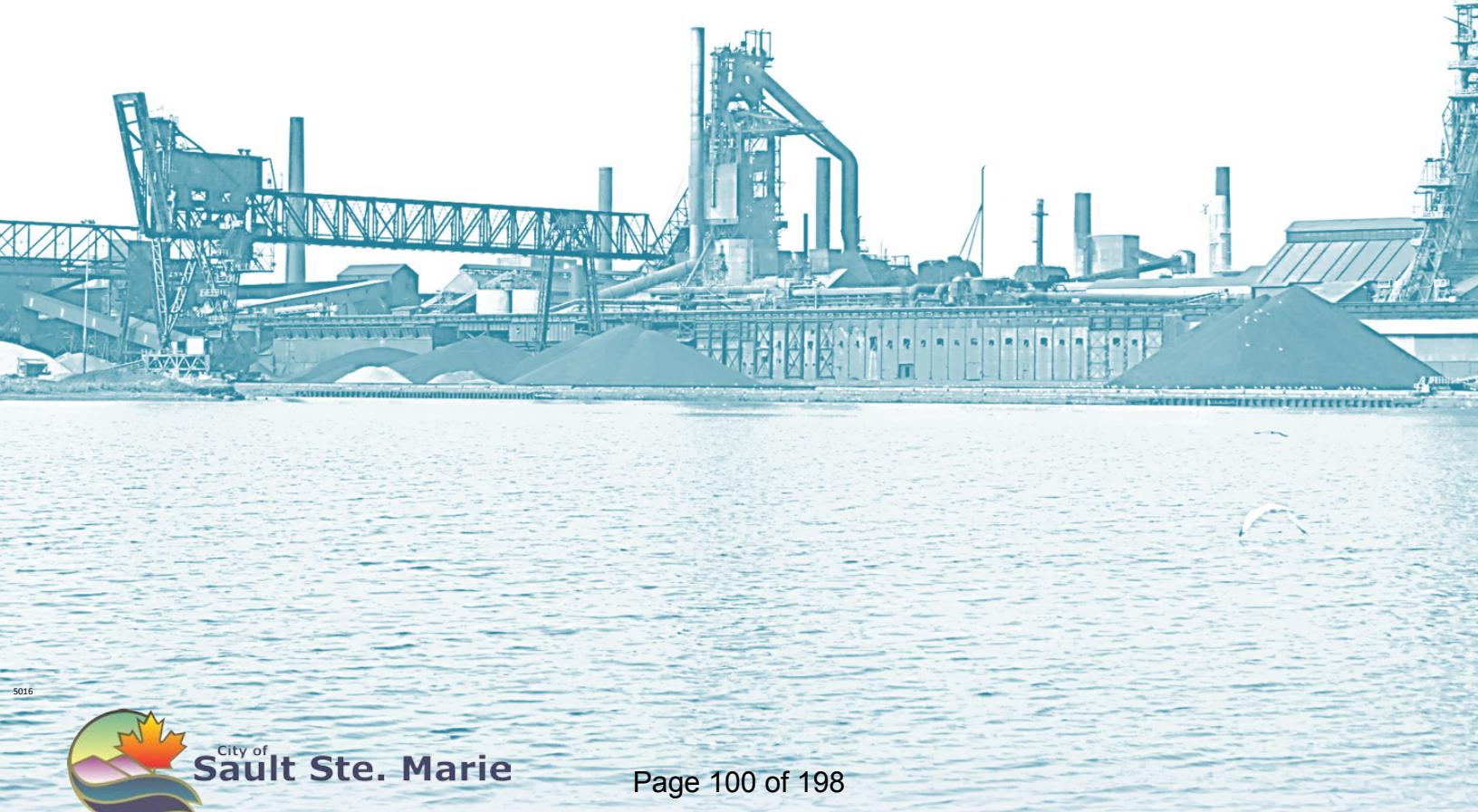
Respectfully submitted,



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



# ECONOMIC GROWTH COMMUNITY IMPROVEMENT PLAN 2018



**City of  
Sault Ste. Marie**

# **SAULT STE. MARIE**

## **ECONOMIC GROWTH COMMUNITY IMPROVEMENT PLAN 2018**

### **Legislative Authority**

Section 28 of the Planning Act and Section 365.1 of the Municipal Act allows municipalities to issue grants or loans, or provide property tax assistance to registered owners, assessed owners or tenants of lands within a Community Improvement Plan (CIP) Project Area.

Section 28(2) of the Planning Act and Part VII (Implementation) of the City's Official Plan allows City Council to designate the whole or any part of the area covered by the Official Plan as a Community Improvement Project Area. On February 6, 2006 City Council approved By-law 2006-32 to designate the entire municipality as a Community Improvement Project Area.



This Economic Growth Community Improvement Plan has been prepared as permitted by Section 28(4) of the Planning Act and includes the authority for City Council to make grants or loans, in conformity with the Community Improvement Plan, to registered owners, assessed owners and tenants of lands and buildings within the Community Improvement Project Area for eligible costs as permitted by Section 28(7) of the Planning Act.

Section 28(7.1) of the Planning Act defines eligible costs to include costs related to environmental site assessment, environmental remediation, development, redevelopment, construction and reconstruction of land and buildings for rehabilitation purposes or for the provision of energy-efficient uses, buildings, structures, works, improvements or facilities.

The Economic CIP is consistent with Section 106 of the Municipal Act.

Public Notice of City Council's intent to adopt the Economic Growth CIP was published in accordance with Section 28(5) of the Planning Act.



## Background

Between 1981 and 2006, the City's manufacturing employment decreased from 12,895 to 4,520 jobs; a loss of nearly 65%. This trend is continuing with the 2016 census reporting local manufacturing employment at 3,525, a further decline of approximately 1000 jobs. This has resulted in population decline and reduced property values throughout the community.

Although manufacturing jobs have traditionally formed the community's economic base, export oriented employment also includes:

- agriculture, aquaculture and food processing
- arts, culture and creative industries
- digital economy
- forestry and value-added forestry related industries
- health sciences
- minerals sector and mining supply and services
- primary, secondary, value-added and advanced manufacturing
- renewable energy and services
- tourism
- transportation, aviation and aerospace industries
- water technologies and services

The intent of the Economic Growth Community Improvement Plan is to increase Sault Ste. Marie's competitiveness in attracting major new investment to the community in partnership with senior levels of government.

Specifically, the Economic Growth CIP permits the use of property tax grants as an incentive to encourage new investment and employment. A grant may be provided as a direct payment or as a tax credit.

The Economic Growth Community Improvement Project Area is shown on Schedule "A." This area includes all properties within Sault Ste. Marie.

### **Addressing the Challenge**

Since 2003 the City, with financial assistance from both the Federal and Provincial governments, has invested more than \$4 million to acquire property and extend water, sewer, road and rail services in industrial areas. Some of these properties benefit from having direct access to a major truck route, rail service through Algoma Steel and the deep-water port facilities provided by Purvis Marine Limited.

The Economic Growth CIP permits a financial incentive to create new jobs and reverse the recent population decline.

The Project Goals and Objectives are:

- To attract significant investment and employment to Sault Ste. Marie
- To further diversify the local economy
- To increase the municipality's tax base
- To capitalize upon the significant investments that were made to acquire and service some industrial lands within the Project Area.



## **Relevant Planning Policies and Regulations**

### Provincial Policy Statement

The Provincial Policy Statement 2014 requires that municipalities:

- Manage and direct land use to achieve efficient development and land use patterns (Section 1.1)
- Promote economic development and competitiveness by planning for, protecting and preserving employment areas for current and future uses (Section 1.3)
- Provide infrastructure and public service facilities in a coordinated, efficient and cost-effective manner to accommodate projected needs. (Section 1.6)
- Long-term economic prosperity should be supported by optimizing the long-term availability and use of land, resources, infrastructure and public facilities; and by promoting the redevelopment of brownfield sites. (Section 1.7)

The Economic Growth Community Improvement Plan is consistent with and supports the Provincial Policy Statement 2014.



## Growth Plan for Northern Ontario 2011

The Growth Plan for Northern Ontario requires that municipalities:

- Create a highly productive region, with a diverse, globally competitive economy that offers a range of career opportunities for all residents. (Section 1.4)
- Work with the Province to focus economic development strategies on existing and emerging priority economic sectors. (Section 2.2)

The Economic Growth Community Improvement Plan is consistent with and supports the Growth Plan for Northern Ontario 2011.



## Community Adjustment Committee Recommendations

In 2017, the City in partnership with the Ministry of Advanced Education and Skills Development created a Community Adjustment Committee to make recommendations on improving economic growth and diversity, social equity, cultural vitality and environmental sustainability in Sault Ste. Marie. The Committee's final report "A Common Cause and New Direction for Sault Ste. Marie" identified eight overarching goals among a total of 35 recommendations. These recommendations include: a refocus on economic and community development, growth from within, and new efforts to grow the information technology, global tourism and research sectors.

The Economic Growth CIP conforms with and implements the recommendations of the Community Adjustment Committee.

## City of Sault Ste. Marie Corporate Strategic Plan

The City's Corporate Strategic Plan identifies Community Development and Partnerships as a strategic focus area. Specifically, "foster an environment where economic development dollars are maximized so that existing and new businesses can flourish."



## Official Plan

The Economic Development Section (Part III) of the City's Official Plan identifies the following goals:

- To ensure that adequate employment opportunities and other financial resources are available to permit all residents to enjoy a good standard of living.
- To identify new wealth creating opportunities.
- To assist local business and other community groups to develop these opportunities.

The Industrial Land Use section (Part VI) of the City's Official Plan states:

- Where private interests are unable to maintain an acceptable inventory, the City shall acquire and develop industrial land. The City may enter into partnerships with private interests for the development and marketing of industrial lands.

The Official Plan also includes a number of specific policies on and Commercial Land Use (Section 2.3.2) and Industrial Land Use (Section 2.3.3).

The Economic Growth Community Improvement Plan conforms to the City's Official Plan.

### Industrial Land Development Strategy

In 2001, City Council approved an Industrial Land Development Strategy that reviewed a number of properties that may be suitable for industrial development throughout the community. The recommendations included acquiring and servicing both the Yates Avenue Industrial Area and the Leigh's Bay Road Industrial Area as priorities. Both properties have since been purchased and serviced by the City.

### **Economic Growth CIP Incentive Program Criteria**

To be eligible for the proposed financial incentives described below, the following criteria will be applied:

- Eligible program participants must be primarily export oriented businesses in the following sectors:
  - agriculture, aquaculture and food processing
  - arts, culture and creative industries
  - digital economy
  - forestry and value-added forestry related industries
  - health sciences
  - minerals sector and mining supply and services
  - primary, secondary, value-added and advanced manufacturing
  - renewable energy and services
  - tourism
  - transportation, aviation and aerospace industries
  - water technologies and services



- A significant total project investment as determined by the CIP Committee is required, creating or protecting existing jobs during the program excluding jobs solely associated with construction.

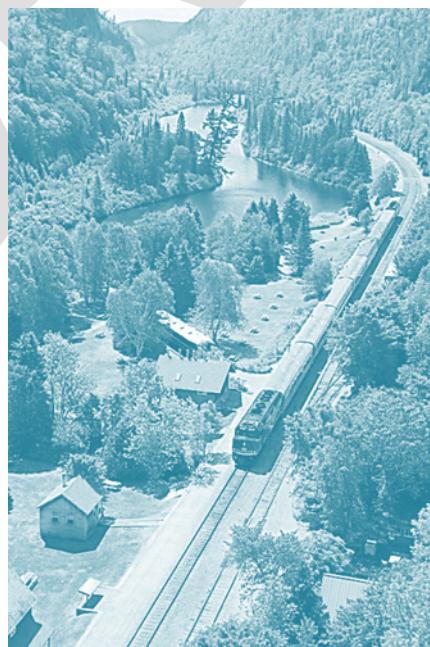
Eligible program participants include registered owners, assessed owners, tenants and assignees as identified in Section 28(7) of the Planning Act.

Subject to City Council approval, the following financial incentives may be used to encourage new development and the rehabilitation of lands and buildings that meets the eligibility criteria within the Project Area:

- A grant of up to \$100,000 per project or as approved by City Council  
or
- A grant of up to 100 percent of the incremental increase in the municipal portion of the property taxes for up to three years resulting from the development, rehabilitation and reassessment of lands and buildings within the Project Area.

The total value of any grant cannot exceed the cost of redevelopment.

In addition, eligible program participants may apply for educational tax assistance of the educational portion of property taxes through the Province of Ontario's Brownfields Financial Tax Incentives Program (BFTIP). Applications for this program should be made directly to the Ontario Ministry of Finance.



## **Administration**

Project incentives available under this Community Improvement Plan will be administered by a CIP Committee with representation from the City's Community Development and Enterprise Services, Finance and Planning. Final approval of any assistance is subject to City Council authorization.

- An application to the City must be received prior to the application for a building permit for the project to be considered under the program.
- Property taxes must not be in arrears at the time of application or throughout the duration of the project.
- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved.
- Applicants must agree to not file a property tax appeal while receiving a grant under this program.
- The property will not be eligible for a vacancy rebate during the program.
- Should the project fail to meet the eligibility requirements during the program, the full amount of property taxes including interest will become due and payable as if no incentives had been approved.
- Approved project incentives are applicable to the registered owner and the grant is assignable to any person to whom such an owner has assigned the right to receive the incentive such as a tenant or other assignee.
- This program may be used in combination with any other program provided that the total amount of assistance provided does not exceed the eligible costs.
- This program will remain in effect for five years, but may be extended by City Council subject to appropriate review and notice.
- Additional information is contained in the Economic Growth CIP guide & application.

Where a grant is approved, the following conditions apply:

- Approval is subject to a contribution agreement
- Funds will be released upon receipt of invoices and proof of payment for completed work

Where the grant program is approved for use, the following conditions apply:

- The grant is based upon increases in property taxes as a result of development and rehabilitation, and is not based on occupancy or changes in occupancy.
- The maximum grant will be calculated based on the difference between the assessed value of the property prior to the date of the application for building permit and the assessed value at occupancy.
- The municipal portion of the grant will be calculated after tax capping calculations have been applied as required by Part 9 of the Municipal Act.
- If the property is sold, conveyed, assigned or otherwise transferred in whole or in part before the program lapses no further grant shall be given by the City. Nothing in this section prevents the City from entering into a new agreement with any subsequent owners of the property to receive the balance of the grant under this program.

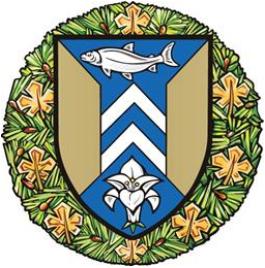


City Council will review this Community Improvement Plan annually to ensure that the intent and project objectives are being met. City Council may discontinue or modify all or part of the program incentives without a formal amendment to the Community Improvement Plan, provided that the variation does not exceed the original maximum credit allowed.

If a court of competent jurisdiction declares any section or part of a section of this by-law to be invalid, such section or part thereof, shall not be construed as having persuaded or influenced City Council to pass the remainder of the bylaw,

and it is hereby declared that the impugned section shall be severable and distinct from the remainder of the by-law, and the remainder of the by-law shall be valid and remain in force.

DRAFT



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

### C O U N C I L   R E P O R T

June 25, 2018

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

**AUTHOR:** Peter Johnson, Fire Chief

**DEPARTMENT:** Fire Services

**RE:** Fire Master Plan By-laws

---

#### PURPOSE

The purpose of this report is to respond to the recommendations contained in the Fire Master Plan (FMP) and the Office of the Fire Marshals Review of Fire Protection Services (RFPS) and to recommend City Council approve three (3) by-laws.

#### BACKGROUND

The FMP and the RFPS contained recommendations to enhance the Sault Ste. Marie Fire Service. The FMP contained Council recommendations and Operational recommendations which act as a guideline for Fire Services to follow to meet the objectives of the FMP and RFPS. The FMP was approved on March 19, 2018. Contained in the FMP are “Operational Recommendations” that recognize areas where authority has already been delegated to the Fire Chief that are within normal roles and responsibilities to respond to.

#### ANALYSIS

The Municipal Act, 2001 requires a municipality to enact a number of by-laws to operate the municipality and specifically their fire department. In addition to meeting this legislative responsibility, by-laws provide the community with important information with regard to the level of service that a municipality intends to provide. By-laws also provide municipal staff with the authorization to provide these services as well as the responsibility to achieve the prescribed service level.

Contained in the FMP are the following “Operational Recommendations”:

- 1) Operational Recommendation #2- That an appointment by-law for the current Deputy Chief Fire Operations, Training and Logistics be developed and presented to Council for consideration and approval.

2) Operational Recommendation #4- That an appointment by-law for the current Deputy Chief- Education/Prevention and Emergency Management be developed and presented to Council for consideration and approval.

Also contained in the OFMEM Review of Fire Protection Services was the following recommendation:

Recommendation #6- The Municipal Council of the City of Sault Ste. Marie should review all fire related by-laws to ensure currency, are approved, and that they remain in effect.

The following By-Laws have been completed and are attached for Council approval:

By-law 2018-127: appointment by-law for the current Deputy Chief Fire Operations, Training and Logistics;

By-law 2018-128: appointment by-law for Fire Prevention Officers;

By-law 2018-129: delegation of authority of the Fire Chief of the City of Sault Ste. Marie to designated staff members of the Sault Ste. Marie Fire Service

By-law 2018-139, an appointment by-law for the current Deputy Chief Fire Prevention Public Education and Emergency Management.

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

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

Service Delivery- the By-Laws contained in this report will ensure that the City of Sault Ste. Marie Fire Service will continue to provide efficient and effective service to the community, resulting in excellent customer service.

### **RECOMMENDATION**

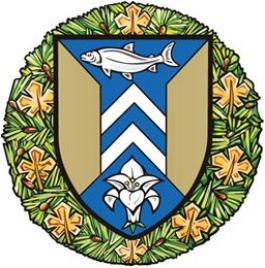
It is therefore recommended that Council take the following action:

The relevant By-laws 2018-127, 2018-128, 2018-129 and 2018-139 are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

Respectfully submitted,



Peter Johnson, Fire Chief  
705.949.3349  
[p.johnson@cityssm.on.ca](mailto:p.johnson@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

June 25, 2018

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

**AUTHOR:** Peter Johnson, Fire Chief

**DEPARTMENT:** Fire Services

**RE:** Naloxone Agreement between Algoma Public Health and the City of Sault Ste. Marie

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#### **PURPOSE**

The purpose of this report is to provide information regarding an agreement with Algoma Public Health (APH) and the City of Sault Ste. Marie (Fire Services) to carry Naloxone on Fire Apparatus in the event a Firefighter is exposed to an opioid and requires treatment.

#### **BACKGROUND**

With the increase in responses to Opioid overdoses by Fire Services, the Joint Health and Safety Committee has brought forward concerns of exposures to opioid substances by frontline workers. Opioid morbidity and mortality continues to be a growing public health crisis. Most opioid overdose fatalities are accidental. As a local response to the opioid overdose crisis, Algoma Public Health operates a Take-Home Naloxone Program. The Algoma Public Health offers to train Firefighters to administer Naloxone to other Firefighters who may come in to contact with opioids.

#### **ANALYSIS**

The Ontario Naloxone Program, a program of the Ministry of Health and Long-Term Care (MOHLTC), has designated public health units in Ontario as naloxone distribution leads for eligible community agencies to increase the distribution of naloxone to those most at risk to come into contact with an opioid overdose.

The Ontario Naloxone Program, a program of the Ministry of Health and Long-Term Care (MOHLTC), has designated public health units in Ontario as naloxone distribution leads for eligible community agencies to increase the distribution of naloxone to those most at risk to come into contact with an opioid overdose.

As the designated distribution lead, Algoma Public Health will be responsible for:

- ordering naloxone;

Naloxone Agreement between Algoma Public Health and the City of Sault Ste.

Marie

2018 06 25

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- coordinating and supervising naloxone inventory;
- training community organization staff on naloxone administration/eligibility criteria; and
- supporting policy development and supporting naloxone availability.

Fire Services in Ontario are eligible to receive naloxone to help Firefighters in case of exposure to opioids. Fire Services are eligible to receive two (2) naloxone kits per each apparatus for use in their role as first responders, and potentially help Firefighters in case of an exposure.

All qualifying organizations are legally required to sign a service agreement with Algoma Public Health in order to distribute naloxone. By signing this agreement, the organization is committing to:

- Providing naloxone kits to eligible clients;
- Ensuring that at least one staff is trained by Algoma Public Health and that all subsequent staff are trained using the train-the-trainer guide;
- Ensuring all policies and protocols are followed;
- Collecting data and statistics.

Prior to the distribution of naloxone, all staff who will be involved or impacted by naloxone distribution at your organization must receive training. The training will cover recognizing and responding to an overdose, naloxone administration, naloxone distribution, data requirements, safe storage and handling of naloxone and ordering processes.

All naloxone trainers must be certified through the Algoma Public Health. Each trainer is responsible for providing naloxone training as per the Naloxone Dispensing Policy and Procedure. The Sault Ste. Marie Fire Services Training Officer has completed the APH training program. This program enables our Training Officer to deliver the Naloxone Program to Fire Services personnel in order to administer naloxone to a Firefighter should they come into contact with opioids.

In order to implement the program, a signed agreement must be executed by the Corporation of the City of Sault Ste. Marie. The City of Sault Ste. Marie's Legal department has been consulted with and has reviewed the agreement. The agreement is attached to this report.

### **FINANCIAL IMPLICATIONS**

There is no financial implication for this program. Algoma Public Health offers this to our municipality with no costs.

Naloxone Agreement between Algoma Public Health and the City of Sault Ste.  
Marie  
2018 06 25  
Page 3.

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

Community Development and Partnerships- this program develops a partnership with a key stakeholder in our community. The Algoma Public Health and Fire Services have a mutual goal to mitigate opioid exposure in our community.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report dated 2018-06-25 concerning the Naloxone Agreement be received, and further, that By-law #2018-130 authorizes Fire Services to participate in the Algoma Public Health Naloxone Distribution Program to have naloxone kits on fire apparatus for Firefighters for protection from potential exposure to opioids. The relevant By-law # 2018-130 by-law is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Peter Johnson, Fire Chief  
705.949.3349  
[p.johnson@cityssm.on.ca](mailto:p.johnson@cityssm.on.ca)

# Naloxone Service Agreement for Police and Fire

Between:

The Board of Health for the District of Algoma Health Unit  
(Hereinafter referred to as the "Health Unit")

-and-

The Corporation of the City of Sault Ste. Marie  
(Hereinafter referred to as the "Agency")

**WHEREAS** the District of Algoma Health Unit and the Agency wish to enter into an agreement (the "Agreement") with respect to Naloxone as proposed by the Ministry of Health and Long-Term Care;

**AND WHEREAS** the Agency desires to deliver the Services as part of their medical emergency response;

**AND WHEREAS** the Agency wishes to enter into this Agreement with the Health Unit to deliver the Services.

**NOW THEREFORE** in consideration of the mutual covenants and other terms and condition hereinafter contained, the parties hereby agree with the other as follows:

## 1. Services of the Agency

The Agency agrees to furnish and perform the Services, as set out below:

- a) To assess and if deemed necessary administer naloxone during a medical emergency response to anyone suspected of experiencing an opioid related overdose.
- b) Ensure Agency staff who participate in delivering the Services receive appropriate training, including, but not limited to: information relating to administrative and operational policies and procedures of the Agency; data collection and recording; equipment and their appropriate uses; health and safety; and routine infection control practices.
- c) Ensure Agency staff who participate in delivering the Services adhere to the administrative and operation policies and procedures of the Agency.
- d) Permit only Agency staff who have received training referred to in subsection 1(b), to participate in the delivery of the Services.
- e) Supply at its sole cost and expenses all personnel and equipment necessary to perform the Services under this Agreement and assume all related expenses.
- f) The Agency covenants, represents and warrants that all Services are in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, bylaws, notices, orders, approvals, directives, protocols, policies and guidelines.
- g) The Agency must perform the Services under the Agreement and is not permitted to subcontract the Services to any third party.
- h) Records and Data Collection
  - The Agency will order Naloxone kits using the Naloxone Order Form and email it to the Health Unit at [naloxone@algomapublichealth.com](mailto:naloxone@algomapublichealth.com)
  - The Agency will document Naloxone administration on a standardized form.

## **2. Health Unit Responsibilities**

The Health Unit will:

- a) Provide Naloxone kits to the Agency, subject to on-going funding from Ministry of Health and Long-Term Care,
- b) Provide a copy of the Services policies and procedures (and any updates) upon commencing service delivery.
- c) Make available any relevant reports, background information, data and any other materials relevant to the Services, which are in the Health Unit's possession for use by the Agency.

## **3. Occupational Health and Safety Act**

- a) The Agency shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990, c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- b) The Agency acknowledges and represents that:
  - i. The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely;
  - ii. The Agency has in place occupational health and safety policies in accordance with the OHSA.
- c) The Agency shall immediately advise the Medical Officer of Health or their designate in the event of any of the following:
  - a) A critical injury that arises out of Services that is the subject of this Agreement;
  - b) An order(s) is issued to the Agency by the Ministry of Labour arising out of the Services that is the subject of this Agreement;
  - c) A charge is laid or a conviction is entered arising out of the Services that is the subject of this Agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- d) Immediate suspension of services could occur if there are health and safety concerns. If the services are suspended, the Health Unit will work with the agency to assess and mitigate risk as well as suggest strategies to meet health and safety concerns.

## **4. Indemnification**

The Agency will, from time to time, and at all times hereafter, well and truly save, keep harmless, defend and fully indemnify APH, and its employees and agents, (the "Indemnitees") from and against all actions, claims and demands whatsoever which may be brought against or made upon the Indemnitees, or any of them, of, from and against any and all losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) which the Indemnitees, or any of them, may sustain, suffer or be put to resulting from or arising from the Services done by it, or by reason of, or on account of, or resulting from or arising out of the performance or rendering of, or the failure to perform or render, or the failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Agency, its agents, employees

or subcontractors or any of them, including the breach of any confidentiality obligation under this agreement.

## **5. Insurance**

The Agency agrees to purchase and maintain in force, at its own expense, or shall cause to be maintained and kept, for the duration of the Services, the following policies of insurance, which policy shall be in a form and with an insurer acceptable to APH. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to APH prior to the commencement of Services:

- (a) Commercial General Liability provided that the policy:
  - (i) is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
  - (ii) adds Algoma Public Health as an additional insured;
  - (iii) includes Non-Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability; and any other provision relevant to the Services; and
  - (iv) includes a clause which will provide APH with thirty (30) days' prior written notice of cancellation or material change in coverage.
- (b) Automobile Liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) for all owned or leased licensed motorized vehicles used in the performance of Services.

## **6. Worker's Compensation Insurance**

The Agency warrants that it has and will maintain for the Term of this Agreement worker's compensation insurance through the Workplace Safety and Insurance Board ("WSIB") for the Agency employees. The Agency will ensure that all persons, including but not limited to paid employees providing the Services or similar services under this Agreement are covered by the required insurance.

## **7. Confidential Information**

During the term of this Agreement, and after the termination of this Agreement, each party will;

- a) Treat as confidential any material, data or information supplied by the other party in confidence or derived from any data that the other party or any of its directors, managers, or employees may have acquired in the course of or incidental to the performance of the Services in this Agreement or otherwise (hereinafter) referred to as "Confidential Information".
- b) Not without the prior consent of the other party use or disclose to any person, at any time during or following the term of this Agreement except in accordance with applicable law, any information or documentation that contains Confidential Information.

The parties acknowledge and agree that they are bound by the *Personal Health Information Protection Act, 2004* Ontario as amended ("PHIPA") and will comply with PHIPA in the

performance of Services and other obligations under this Agreement. The parties further acknowledge and agree that no personal health information or other personal information is to be shared between them except with the consent of the person concerned or as required by law or an order of a court of competent jurisdiction. Where applicable the Municipal Freedom of Information and Protection of Privacy Act (Ontario), as amended, and the regulations made thereunder apply to all information submitted to or created by the Health Unit.

#### **8. Termination of Agreement**

The Health Unit or the Agency may terminate the Agreement at any time upon giving 30 days' notice.

The Health Unit may terminate this agreement at any time and without notice under the following circumstances:

- a) Failure by the Agency to perform Services according to the Ministry of Health and Long-Term Care's Ontario Naloxone criteria for fire and police.
- b) Failure by the Agency to perform the Services in a timely fashion, and such delay or default continues for seven (7) days following written notice to the Agency by the Health Unit
- c) Failure to respond to requests from the Health Unit
- d) For any breach of this agreement by the Agency

If the Agreement is terminated, the Health Unit will:

- a) Cancel all further deliveries of Naloxone kits
- b) Require the return of unused Naloxone kits

Upon termination of this Agreement, all originals and copies of data, plans, reports, summaries, photographs and other documentation that have been accumulated and/ or prepared by the Agency in performance of the Agreement will be delivered to the Health Unit in a clean and readable format.

#### **9. Official Notification**

Any notice herein required or permitted to be given under the Agreement will be in writing and will be deemed to be given if either delivered personally or sent by electronic mail.

#### **10. Force Majeure**

The parties acknowledge that in the event of circumstances beyond the control of either party such as a community disaster, a strike, a fire, a communicable disease outbreak or other situation in which the continued provisions of services would be substantially interfere with either party's obligation under this agreement, each party reserves the right to suspend performing its obligations under this Agreement immediately without penalty and until such a time as the party reasonably determines that it is able to resume performance of its obligations herein.

#### **11. General Conditions**

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties, relating to the subject matter of this Agreement.

The parties hereto agree that this Agreement will be interpreted in accordance with the laws of the Province of Ontario.

This Agreement is not transferable or assignable by the Agency in whole or in part without the express written consent of the Health Unit.

To WITNESS this agreement, the Parties have signed by their proper signing officers' duty authorized on their behalf.

**THE BOARD OF HEALTH FOR THE DISTRICT OF ALGOMA HEALTH UNIT**

Per: (Date) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Per: (Date) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-130**

**AGREEMENT:** (F2) A by-law to authorize the execution of the Agreement between the City and The Board of Health for the District of Algoma Health Unit for the Naloxone Service Agreement for Police and Fire.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and The Board of Health for the District of Algoma Health Unit, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Naloxone Service Agreement for Police and Fire.

**2. SCHEDULE "A"**

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

**3. EFFECTIVE DATE**

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

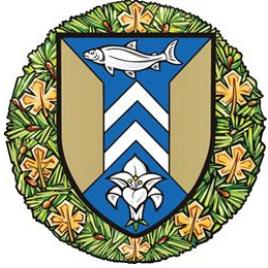
**PASSED** in open Council this 25<sup>th</sup> day of June, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**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

June 25, 2018

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

**AUTHOR:** Jeffrey King, Solicitor/Prosecutor

**DEPARTMENT:** Legal Department

**RE:** Housekeeping – Standard Encroachment Agreement

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#### **PURPOSE**

The purpose of this report is to recommend to Council an updated standardized Encroachment Agreement to be used for all future encroachment agreements required by the City.

#### **BACKGROUND**

The previous standard Encroachment Agreement was authorized by Council on April 16, 2012. A review of that Agreement was made recently and some changes were felt necessary in order to bring the agreement up to date.

#### **ANALYSIS**

Not applicable.

#### **FINANCIAL IMPLICATIONS**

Not applicable.

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

Not applicable.

2018 06 25

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**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2018-141 which appears elsewhere on the Agenda, being a by-law to repeal and replace by-law 2012-66 is recommended for your approval.

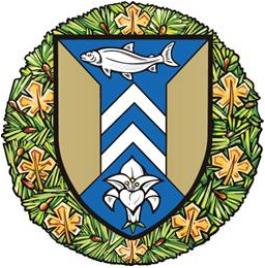
Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor

JK/da

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AGREEMENT.DOCX



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

### C O U N C I L   R E P O R T

June 25, 2018

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

**AUTHOR:** Jeffrey King, Solicitor/Prosecutor

**DEPARTMENT:** Legal Department

**RE:** Housekeeping – Transient Traders and Peddlers By-law

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#### **PURPOSE**

The purpose of this report is to recommend that City Council repeal various by-laws which amend Licensing By-laws 2003-51 and 2003-53, which have since been repealed.

#### **BACKGROUND**

On May 28, 2018 City Council passed By-law 2018-67, being a by-law to licence govern and regulate peddlers and street sales. This by-law also repealed Licensing By-laws 2003-51 and 2003-53. A further review has determined that there are a number of amending by-laws for By-laws 2003-51 and 2003-53 which should also be repealed.

#### **ANALYSIS**

With the repeal of By-laws 2003-51 and 2003-53, all amendments to these by-laws should be repealed for accuracy.

#### **FINANCIAL IMPLICATIONS**

Not applicable.

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

Not applicable.

Housekeeping – Transient Traders and Peddlers By-law

2018 06 25

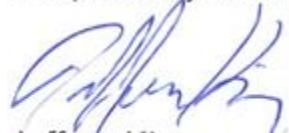
Page 2.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2018-133 which appears elsewhere on the Agenda, being a by-law to repeal various amending by-laws to repealed By-laws 2003-51 and 2003-53 is recommended for your approval.

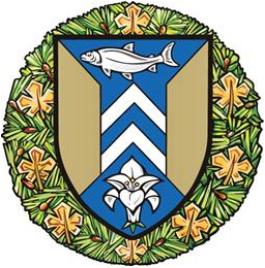
Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor

JK/da

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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

June 25, 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:** Rotary Club of Sault Ste. Marie Tree Planting Partnership

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#### **PURPOSE**

The purpose of this report is to request Council's approval to enter into an agreement in principle with the Rotary Club of Sault Ste. Marie to allow planting of trees on mutually agreed upon municipal land, as well as, approval for the municipality to provide service in-kind for the implementation of this initiative. Council approval in principal to support the tree planting project is a required component for the Rotary Club of Sault Ste. Marie's submission to the TD Friends of the Environment Foundation.

#### **BACKGROUND**

The Rotary Club of Sault Ste. Marie (The Club) proposes to apply to the TD Friends of the Environment Foundation for funding of \$10,000.00 for a tree planting project. The Club has approved a \$5,000.00 cash contribution. Should the Club be successful in receiving this funding a formal agreement regarding this initiative will be brought to City Council at a later date for approval.

Further details are contained in the attached Rotary Club of Sault Ste. Marie's written request.

#### **ANALYSIS**

The Rotary Club has completed other tree planting projects in the City over the years and wishes to continue the tradition. Rotary members will work closely with municipal staff to develop the project plan, determine tree species and select the location. The proposed tree planting initiative will improve our community's environmental footprint.

#### **FINANCIAL IMPLICATIONS**

The Sault Ste. Marie Tree Planting Partnership between the City and The Rotary Club of Sault Ste. Marie will require the City to provide for installation and planting materials, which will not exceed \$5,000. The costs can be

Rotary Club of Sault Ste. Marie Tree Planting Partnership

2018 06 25

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accommodated within the existing Parks Division operating budget. The Rotary Club of Sault Ste. Marie will donate \$5,000 and apply for grant funding from the TD Friends of the Environment Foundation in the amount of \$10,000 for this project.

**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 06 25 concerning Council's approval to enter into an agreement in principle with the Rotary Club of Sault Ste. Marie to allow planting of trees on mutually agreed upon municipal land, as well as, approval for the municipality to provide service in-kind for the implementation of this initiative be approved.

Respectfully submitted,

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



**Mayor Christian Provenzano**

**Members of City Council**

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

Dear Sirs/Mesdames:

**RE: Rotary Club of Sault Ste. Marie  
100<sup>th</sup> Anniversary  
Tree Plant Project**

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The Rotary Club of Sault Ste. Marie was founded on June 18, 1918 and has been an active participant in our community throughout the last century.

One of the projects undertaken by our Club to commemorate this significant historical event is to provide the City one hundred (100) trees.

The Rotary Club proposes to apply to TD Friends of the Environment Foundation for part of the funding (\$10,000.00) for this tree planting project. The Club has approved a \$5,000.00 contribution.

We are requesting approval to enter into a partnership with the City of Sault Ste. Marie that would permit the trees to be planted on City property. In addition, we are asking the City for "service in kind" support in the amount of \$5,000.00. This would be used for City staff to provide the materials required and the staff to plant the trees.

Our Rotary Club has completed other tree planting projects in the City over the years and wishes to continue that tradition.

Our members will work closely with municipal staff to develop the project plan, execute the purchase and planting of the trees to include determination of types of trees, location of the tree planting, installation and



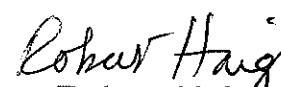
design features. We have had initial meetings with municipal staff from the Parks Division and Recreation & Culture who have provided guidance with the project plans. Our goal is to provide shade, revitalize green spaces and leave a living legacy to mark our 100<sup>th</sup> anniversary.

Your approval to allow planting of the trees on municipal land as well, approval to provide service in kind financial assistance is a required component of our grant application. Timeliness for submission to the TD Friends of the Environment Foundation requires this application be submitted early July.

Your formal approval and support of this project and funding application would be appreciated.

Yours very truly,

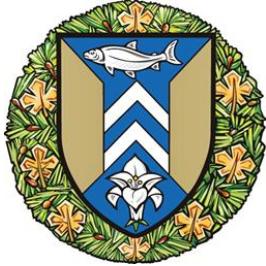
Rotary Tree Plant 100  
Committee



Robert Haig Rodger Rosset  
Co-Chairman Co-Chairman



Robert Carricato  
Club President



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

### C O U N C I L   R E P O R T

June 25, 2018

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

**AUTHOR:** Peter Tonazzo, RPP, Senior Planner

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** A-8-18-Z – 188 Kohler Street – 1890685 Ontario Inc. (c/o Ruscio Masonry & Construction Limited)

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#### PURPOSE

The Applicant wishes to convert the former Alex Muir Public School to accommodate up to 26 dwelling units, with a third storey addition to the existing building.

#### PROPOSED CHANGE

The Applicant, Ruscio Masonry & Construction Limited, is seeking Council's approval to rezone the subject property from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a special exception to permit a 3-storey, 26-unit apartment building.

#### Subject Property

- Location – The subject property is located on the east side of Kohler Street, approximately 24m south of Wellington Street East.
- Size – Irregular – approximately 76m frontage on Simpson Street, 73m frontage on Kohler Street, Total area of 0.91ha
- Present Use – Vacant School (Former Alex Muir Public School)
- Owner – 1890685 Ontario Inc.

#### BACKGROUND

On May 28<sup>th</sup>, Council passed the following Resolution:

*"Resolved that the Report of the Senior Planner dated 2018 05 28 concerning Rezoning Application A-8-18-Z be received and that Council postpone this application to the June 25, 2018 council meeting."*

2018 06 25

Page 2.

### **ANALYSIS**

The applicant has requested in writing (attached) another postponement to Council's July 16<sup>th</sup> meeting, to give the applicant additional time to consider the overall design of the building and the proposed 3<sup>rd</sup> storey addition.

### **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.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner, dated 2018 06 25 concerning the Rezoning Application A-8-18-Z be received and that Council postpone this application to July 16<sup>th</sup>, to allow the applicant to further review potential development options.

Respectfully submitted,



Peter Tonazzo, RPP

Senior Planner

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

705.759.2780

**Peter Tonazzo**

---

**From:** Dave Ruscio [REDACTED]  
**Sent:** Wednesday, June 13, 2018 4:07 PM  
**To:** Peter Tonazzo  
**Cc:** Gord Mezzomo  
**Subject:** Kohler

Hi Peter ,

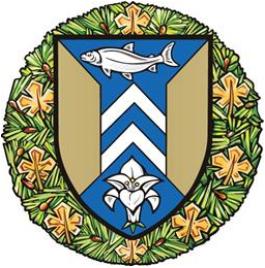
As per discussion we can go with zoning for mid July for Kohler street . I will discuss with Gord regarding on the 2 or 3 floors and keep you posted so we can move forward .

Thanks'

*Dave Ruscio*

Owner/Director  
Ruscio Masonry & Construction Limited  
1085 McNabb St  
Sault Ste Marie, ON P6B 2A1





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

### C O U N C I L   R E P O R T

June 25, 2018

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

**AUTHOR:** Peter Tonazzo, RPP, Senior Planner

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** A-12-18-Z – 100 Estelle Street – 1972659 Ontario Ltd. c/o Carlo Gervasi

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#### PURPOSE

The Applicant is seeking Council's approval to facilitate the conversion of the former St. Theresa School to accommodate a 25-unit apartment building.

#### PROPOSED CHANGE

The Applicant, Carlo Gervasi, is seeking Council's approval to rezone the subject property from Institutional Zone (I) to Low Density Residential Zone (R3.S) with a special exception to permit up to 25 dwelling units within the existing building, to permit a 1.5m fence to be erected in a front yard, to permit required parking to be located in an exterior side yard, and to permit the northeast portion of the subject property to be rezoned for future Low Density Residential Development purposes.

#### Subject Property

- Location – The subject property is located at the northeast corner of Estelle and Moody Streets.
- Size – 82m (270') frontage by 129m (423') depth totalling 1.08ha (2.7acres)
- Present Use – Former St. Theresa Elementary School
- Owner – Huron Superior Catholic District School Board

#### BACKGROUND

There have been no previous rezoning applications upon the subject property.

Council originally heard this application on May 28<sup>th</sup> and passed the following Resolution:

*"Resolved that the report of the Senior Planner dated 2018 05 28 concerning rezoning application A-12-18-Z be received and that the application be postponed to allow for new notice."* The original notice referenced the wrong zone upon the subject property.

New notices were circulated.

## **ANALYSIS**

### **Conformity with the Official Plan (OP)**

The subject property is designated Residential on Land Use Schedule 'C' of the Official Plan. The following Residential policies apply to this application:

- R.3 Medium density residential dwellings may be integrated into low density areas subject to rezoning.
- R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.
- R.5 Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

The applicant's proposal to convert the former St. Theresa School represents a redevelopment residential intensification opportunity. On a preliminary basis, there appears to be adequate supporting infrastructure and there are no significant physical constraints. It is however noted that if approved, sanitary/storm sewer and water service capacity, especially for fire flows, will need to be confirmed prior to development.

The applicant's proposal to rezone the northeastern portion of the subject property, (with frontage on Ruth Street), to facilitate the creation of a block of land for future Low Density Residential Zone (R3) development purposes (single, semi, and multiple attached dwellings) also conforms to the aforementioned residential policies within the OP.

It is also staff's opinion that this application is consistent with the *Provincial Policy Statement 2014 (PPS)*. More specifically:

- Section 1.1 '*Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns*'
- Section 1.1.3 '*Settlement Areas*'
- Section 1.2.6 '*Land Use Compatibility*'
- Section 1.4 '*Housing*'

In general terms, Provincial Policy promotes efficient development and land use patterns which minimize land consumption and servicing costs. It is recognized that infill redevelopment and the adaptive reuse of existing buildings achieves these goals. The subject property is located within the Urban Settlement Area, which as per Provincial Policy, shall be the focus of growth. There are no nearby Major Facilities that would create land use compatibility concerns with the proposed residential units, which are classified as 'sensitive uses'. Finally, the Housing policies within the PPS support the provision of a range and mix of housing types and densities to meet projected requirements.

It is also staff's opinion that the applicant's proposal does not conflict with the policies contained within the *Growth Plan for Northern Ontario* (GPNO). More specifically, the City of Sault Ste. Marie is defined in the GPNO as an '*Economic and Service Hub*', and as per Policy 4.3.3a, the City shall maintain an updated OP and develop other supporting documents which include strategies for among other things, '*an appropriate range of housing types*'. This application represents a proposal to create one-level, rental apartments, adding alternative housing options to this primarily single detached residential area.

### **Comments**

The applicant is proposing to rezone the subject property to permit the conversion of the former St. Theresa's school into a 25-unit apartment building. The applicant is also proposing to develop the northeastern portion of the site, with frontage on Ruth Street, for future Low Density Residential Zone (R3) development purposes. The applicant has indicated that his current intent is to construct a combination of semi-detached and multiple attached dwellings.

The subject property is a 'through lot' with frontage on three sides. By definition, the Moody Street frontage is the front lot line, Estelle and Ruth Street frontages are exterior side lot lines, and the rear lot line is to the east, abutting an existing single detached home and a portion of the former Jesse Irving Children's Centre property. The property has significant street exposure; therefore, site layout and design are critical to ensuring this development complements the character of this established neighbourhood.

Referring to the applicant's site plan attached, the building footprint, which meets all setback requirements for an apartment building would remain unchanged. It is worth noting the current site plan depicts a 24-unit apartment, whereas the application is for 25 units. The applicant has confirmed that an additional smaller unit will fit into the building to accommodate a full time site supervisor.

With this in mind, 31 parking spaces are required, whereas the current site plan only shows 30 spaces. There is ample space within one of the proposed parking areas to accommodate the additional required parking space. The parking will be accommodated in 3 separate areas, each with access onto Estelle, Moody

and Ruth Streets respectively. Traffic generated from the proposed apartment building would be lower than that of the former elementary school and the separate parking areas and access points will further minimize traffic impacts.

The applicant is also proposing to remove a significant amount of the paved areas on the property and replace with green space, especially along the Estelle and Moody Street frontages, which include patios and fenced, private outdoor amenity areas for apartments. An internal courtyard is proposed to be created from an existing paved area, which will also function as an outdoor amenity area. An additional paved area is proposed to accommodate 7 parking spaces along the Ruth Street frontage.

The applicant has indicated that the preliminary dwelling split will be 22 2-bedroom units, and 3 1-bedroom units. The applicant has also indicated that the target market is retired seniors wishing to downsize.

Referring to the applicant's façade renderings attached, the majority of the building is 1 storey, with the exception of the former gymnasium which is 2 storeys. The applicant is proposing to add a gabled roof with a series of peaks and columns to create covered patio areas for each unit. This will enhance the overall appearance of the building and create a more residential aesthetic. The overall look and feel of the building will bear more of a resemblance to multiple attached or townhouse units, rather than that of an apartment building.

The applicant is proposing to erect 1.52m (5') wooden privacy fences within the yards adjacent to Estelle and Moody Streets. The fenced yards would function as private outdoor amenity areas for each unit along Estelle and Moody Streets. The fencing is intended to provide privacy for tenants, and adjacent single detached dwellings. Locally, the standard fence height is 1.83m (6'). The reduced height is intended to minimize the aesthetic impact of a blank 'fence wall'.

While the proposed fence along Estelle Street is quite long, it is located in an exterior side yard and permitted by current zoning regulations. Furthermore, this fence will be setback 4.7m (15.4') from the lot line, with trees proposed to be planted between the fence and Estelle Street. The proposed vegetation will further 'soften' the look of the fence. If Council chooses to approve this application, it is recommended that Site Plan Control be utilized to ensure among other things that appropriate, high quality landscaping be planted and maintained between the fence and Estelle Street. Given the nature of the fence and concerns raised by neighbours, additional landscaping between the fence and Estelle Street will be required, in order to soften the look of the fence.

The significantly shorter fence along Moody Street is proposed to be located along the front lot line, and requires a special exception to current fence

requirements. Although this portion of Moody Street has two single detached dwellings oriented towards the subject property, the aesthetic impact will be minimal, given how short this block is. Having said this, the overall design of the fence is critical and can be regulated through Site Plan Control.

The proposal also requires a variance to permit parking areas on the north and southwest portions of the site to be located in a required exterior side yard. The proposed parking area near the Moody/Estelle intersection utilizes a portion of the existing parking area of the former school. Given the relatively small size of these parking areas, (6 and 7 spaces respectively) the proposed variance is appropriate.

### **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 PUC, the Accessibility Advisory Committee, Engineering, and Building

Correspondence from the PUC notes no concerns with the application, but wish to advise the applicant that water frontage charges for the proposed R3 lots along Ruth Street would be assessed and collected upon creation of the parcels. PUC also notes that available fire flows may be less than desired or required along the Ruth and Estelle Street frontages. Such matters can be addressed through a number of engineered solutions such as sprinklering the building or on-site water storage vaults. These matters will need to be addressed prior to development.

The attached correspondence from the Accessibility Advisory Committee notes that in order to accept Parabus service, the Parabus requires the ability to drive in and drive out, without the need to reverse. Through the site plan control process, planning staff will work with the applicant, Accessibility Committee and Transit to slightly reconfigure the parking areas to provide for a Parabus drive through. There appears to be enough space to locate such a drive through at either the parking area adjacent to the Moody/Estelle intersection or along the Ruth Street frontage.

Correspondence from the Municipal Services Engineer addresses servicing and storm water management requirements, and recommends that the property be deemed subject to site plan control so that these matters can be addressed prior to the issuance of a building permit.

Correspondence from the Building Division notes that a Record of Site Condition will not be required prior to the issuance of a building permit.

Up to the drafting of this report, two letters of objection (attached) were received from neighbours on Ruth Street and Moody Street.

The objection from the neighbour on Ruth Street does not specifically indicate any reasons for the objection, but notes a '*fear of the occupancy of the 25 units.*'

The attached objection from neighbours residing on Moody Street outlines the following concerns:

1. Financial Impact to Neighbourhood

The objectors feel that the proposed rezoning would negatively impact property values in the area. This is difficult to determine and in the end, there could be positive, negative or no impacts to surrounding property values. For this reason, Planning staff does not comment on property value impacts.

2. Precedent to be Set

The neighbours are concerned that approval of this application would set a precedent in the area, and that future projects are more likely to be approved if this one is. One could argue that precedence was set in 1996 when the current Residential Policies within the Official Plan were created. The previously discussed policies, (R3, R4, and R5) support the integration of medium density developments in low density areas and residential intensification projects of this nature. It is also noted that Council has heard and approved a number of similar applications which resulted in the integration of medium density residential developments in primarily single detached neighbourhoods.

3. Increased Traffic to the Area

There is also a concern that the proposed 25 apartment units would create additional traffic that would adversely impact this confined area. It is also indirectly suggested that there is not enough parking upon the site, additional parking would need to locate on the street.

It is Planning Staffs opinion that the proposed 25 apartment units will generate less traffic than when the site functioned as a school. Furthermore, the separated parking areas will also help to offset any traffic increases.

4. Inadequate Infrastructure to Support this Development.

As previously mentioned, prior to the issuance of any building permits, and as part of the Site Plan Control process, the proponent will be required to submit a servicing study, prepared by a qualified professional. This study will verify the adequacy of existing services in the area (water, sanitary sewer and storm sewer) to accommodate this development.

Neighbourhood Meeting

On the evening of May 17<sup>th</sup>, at the request of a concerned neighbour, a public meeting was held at the subject property. There was no formal notice or mail-out rather, adjacent property owners on Estelle, Moody and Ruth Streets were notified by the concerned neighbour.

The meeting was attended by 43 residents, the applicant, Councillors Bruni and Fata, as well as planning staff.

Much of the discussion revolved around who may or may not rent at this particular location. The applicant indicated the target market is seniors wishing to downsize, and that 'market rents' would be charged. It is important to note that basing a land use decision on matters such as high vs. low rental or tenure (owned vs. rented) is considered discrimination under the Ontario Human Rights Code, in the same vein as basing a decision upon race or ethnicity.

There were also concerns raised about the ability of the existing infrastructure to accommodate the proposed dwellings. As noted earlier, prior to the issuance of a building permit, the applicant's qualified consultant will need to determine if capacity exists, to the satisfaction of the City and PUC.

There was also a question related to the overall need or demand for additional rental housing in Sault Ste. Marie. It is worth noting that local vacancy rates remain relatively low, below the generally accepted healthy vacancy rate of 3%. In fact, the Rental Housing Community Improvement Plan provides incentives to developer's new rental dwelling units.

Other residents felt that the best use of the property was to demolish the school and construct single detached lots. It is anticipated that approximately 20 single detached lots could be created from the subject property.

There was also a discussion about the proposed front and exterior side yard fencing. Opinions appeared to be mixed. Those for felt the fencing would provide occupants and residents with privacy. Those against, felt the fence would look like an 'unwelcoming' wall. As previously discussed, the fence is proposed to be 1.5m (5') whereas standard fence heights are 1.83m (6'). The longer fence, proposed along the Estelle frontage, will be setback approximately 7.5m (25') from the side lot line, with a planted landscape area between the

fence and the sidewalk. Through site plan control, staff will ensure that the landscaping is high quality and significant enough to soften the view of the fence.

Finally, there were residents who supported the project, feeling that it was an appropriate use of the existing building, rather than allowing it to fall into disrepair and be more susceptible to vandalism.

## **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**

In the late 60's, 70's and early 80's, when local residential development peaked, planning theory was such that differing housing types be separated. The outcome was segregated blocks of homogeneous dwellings, resulting in marginalized areas and stigmas associated with certain types of dwellings. Today, sound planning theory suggests that different housing types be integrated into the same neighbourhood, resulting in different people of different ages living together. Not only does this create a more vibrant, well rounded neighbourhood, it also allows residents to age in place. For example, seniors wishing to downsize, can do so and remain in the same neighbourhood. This change in planning theory is reinforced by current Official Plan Policies and Provincial Policies, which support mixed residential neighbourhoods, residential intensification and the adaptive reuse of vacant buildings.

Having said this, it is recognized that infill, residential intensification redevelopments can be unsettling to residents in established single detached residential neighbourhoods. It is also recognized that schools were often the geographical, social and recreational centre of a neighbourhood. This is certainly the case in this particular neighbourhood, where the former school is a prominent fixture with frontage on 3 sides and a building that faces all three frontages.

Consequently, design is important to ensure this particular development complements and rounds out this established neighbourhood. The proposed façade treatments and gabled roof line will result in an aesthetically pleasing building that will complement the neighbourhood. There is ample green space and the provision of parking in 3 separate areas will minimize traffic impacts. To this end, the proposed site plan appropriately takes advantage of the current layout of the site.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner, dated 2018 06 25 concerning the Rezoning Application A-12-18-Z be received and that Council approve the application and rezone the subject property in the following manner:

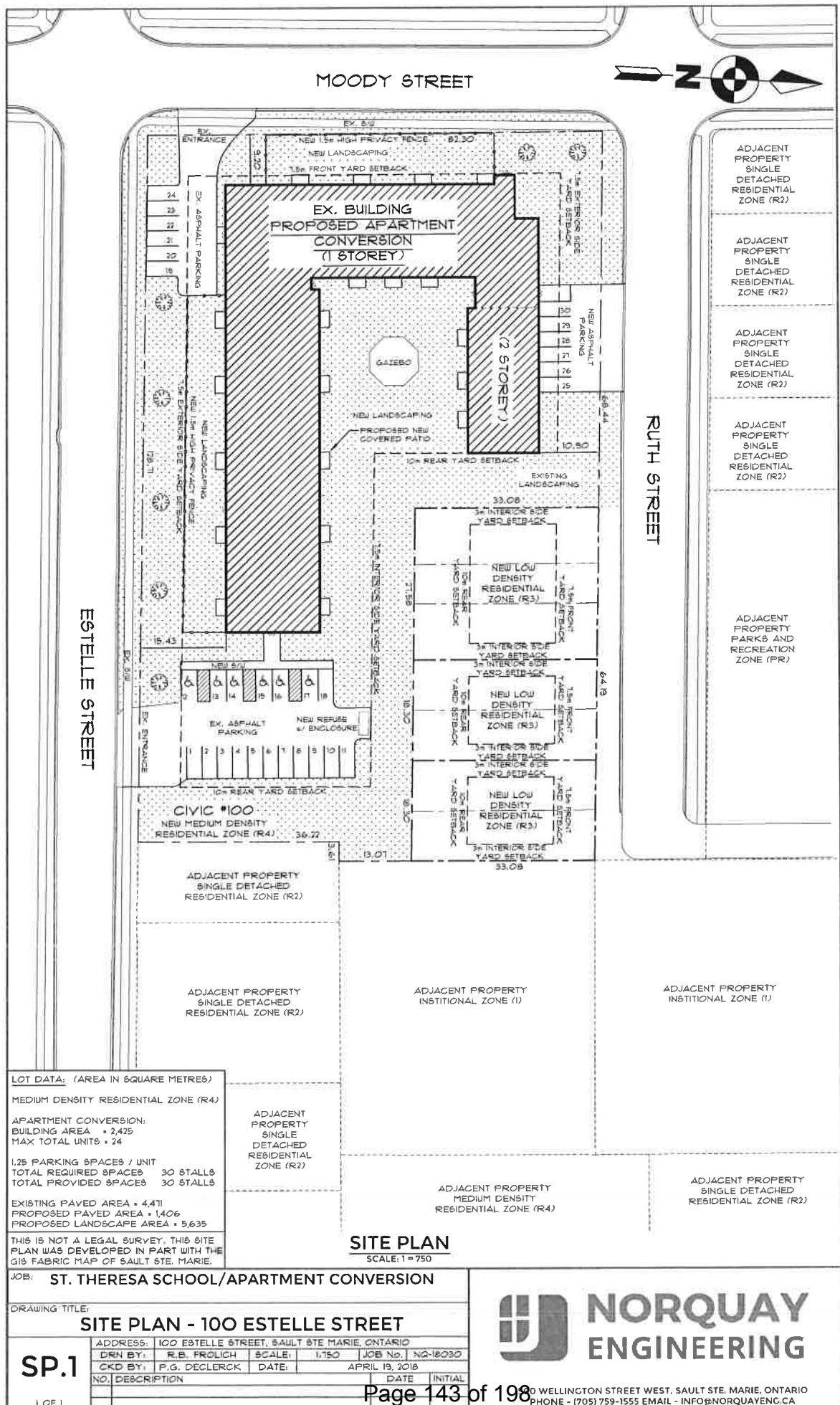
1. That the northeast portion of the subject property, shown as '*Additional Future Low Density Residential Development*' on the attached maps, be rezoned from Institutional Zone (I) to Low Density Residential Zone (R3).
2. That the remainder of the property be rezoned from Institutional Zone (I) to Low Density Residential Zone (R3.S) with a special exception to permit:
  - a) Up to 25 dwelling units within the existing building footprint upon the property, in addition to the uses permitted in an R3 Zone.
  - b) A 1.5m fence to be erected in a front yard.
  - c) Required parking to be located in an exterior side yard.

Furthermore, that the property be deemed subject to Site Plan Control, pursuant to Section 41 of the Planning Act.

Respectfully submitted,

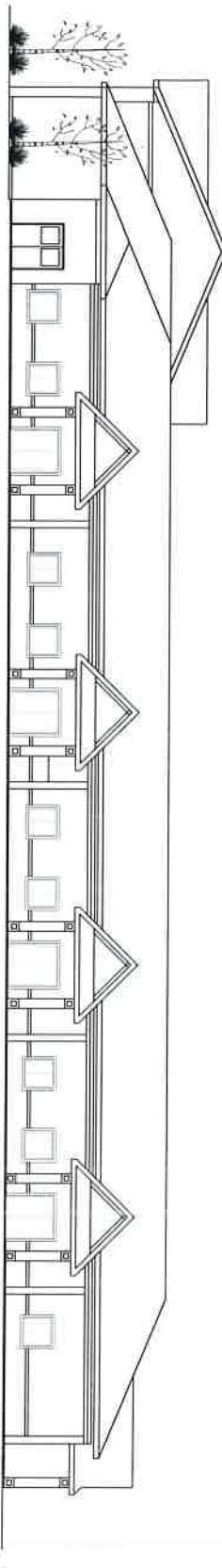


Peter Tonazzo, RPP  
Senior Planner  
705.759.2780  
[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)



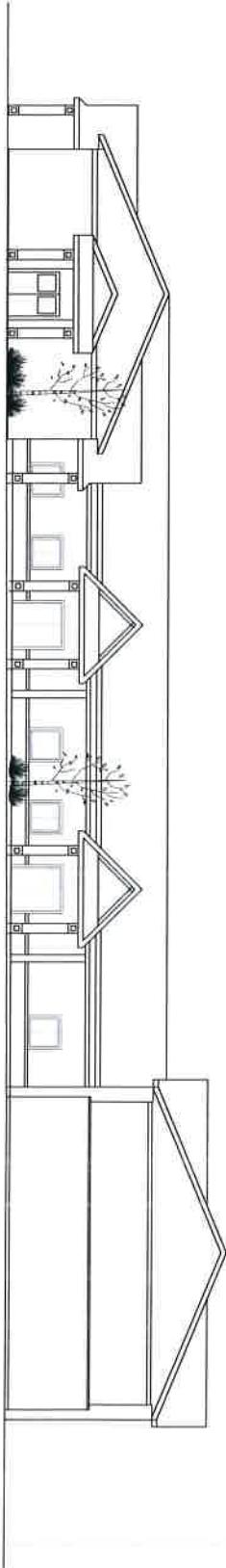
**WEST ELEVATION (LOOKING FROM MOODY ST)**

SCALE: 1/32" = 1'-0"



**EAST ELEVATION**

SCALE: 1/32" = 1'-0"



JOB TITLE: ST. THERESA SCHOOL/APARTMENT CONVERSION  
DRAWING TITLE: PROPOSED ELEVATIONS

A1

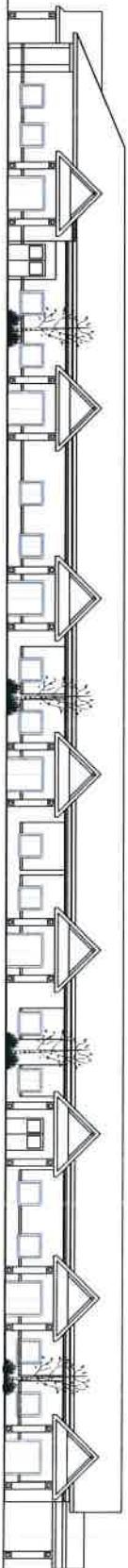
ADDRESS:	100 ESTELLE STREET, SAULT STE MARIE, ONTARIO		
DRN BY:	P. DESLERICQ	SCALE:	1/32" = 1'-0"
CKD BY:	--	DATE:	APRIL 25, 2018
NO. DESCRIPTION		DATE	INITIAL



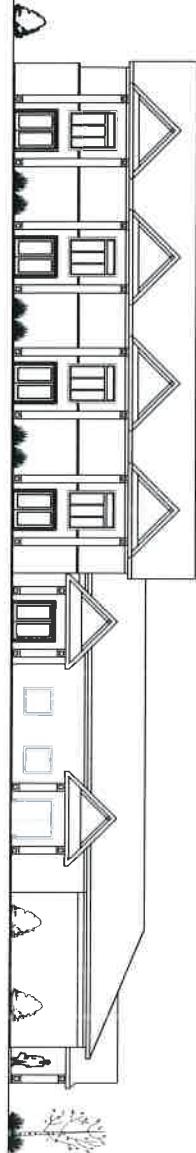
**NORQUAY  
ENGINEERING**

500 WELLINGTON STREET WEST, SAULT STE. MARIE, ONTARIO  
PHONE - (705) 759-1555 EMAIL - INFO@NORQUAYENG.CA

SOUTH ELEVATION (LOOKING FROM ESTELLE ST)  
SCALE: NTS



NORTH ELEVATION (LOOKING FROM RUTH ST)  
SCALE: NTS



JOB TITLE:		ST. THERESA SCHOOL/APARTMENT CONVERSION			
DRAWING TITLE:		PROPOSED ELEVATIONS			
A1	ADDRESS:	100 ESTELLE STREET SAULT STE MARIE, ONTARIO			
	DRW BY:	P. DECLERCK	SCALE:	1/33' - 0"	JOB NO.:
CKD BY:	-	DATE:	APRIL 26, 2018		
NO.	DESCRIPTION	DATE	INITIAL		
1 OF 1					



**NORQUAY  
ENGINEERING**

500 WELLINGTON STREET WEST, SAULT STE. MARIE, ONTARIO  
PHONE - (705) 759-1555 EMAIL - INFO@NORQUAYENG.CA



PUC SERVICES INC.  
ENGINEERING DEPARTMENT  
500 SECOND LINE EAST, P.O. Box 9000  
SAULT STE. MARIE, ONTARIO, P6A 6P2

May 8, 2018

Donald B. McConnell, MCIP, RPP  
The Corporation of The  
City of Sault Ste. Marie  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

emailed: Stephanie Perri [s.perri@cityssm.on.ca](mailto:s.perri@cityssm.on.ca)

Dear Sir:

**Re: A-12-18-Z 100 Estelle Street**

We have no concerns with the present above noted rezoning application.

We do take the opportunity however, to advise the applicant that water frontage charges for the future R3 low density residential lots proposed along Ruth St. would be assessed and collected if due at the time that the associated conveyance and/or development of those parcels proceed. Charges would in accordance with current By-law rates published online at [www.ssmpuc.com](http://www.ssmpuc.com).

Furthermore, the property fronting on Ruth Street has a 150mm dead-end watermain & hydrant, and on Estelle Street has a 150mm cast iron watermain. Available fire flow may be less than desired and / or required, depending on the type of development.

Best Regards,

PUC SERVICES INC.

A handwritten signature in black ink, appearing to read 'Rob Harten'.

Rob Harten, P. Eng.  
Manager of Engineering



May 2, 2018

Don McConnell  
Director of Planning & Enterprise Services

**SUBJECT: REZONING APPLICATION REVIEW A-12-18-Z 100 Estelle Street; Former St. Theresa Elementary School; 25 Unit Apartment Building**

Dear Mr. McConnell,

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

**Exterior**

1. Parking: Parabus requires space to pull through parking lot at entrance of building
2. Walkways & Sidewalks:
3. Curb Cuts:
4. Ramping:
5. Transit Access:
6. Lighting:
7. Signage:
8. Other: AAC respectfully requests invitation at any future development meetings

Sincerely,

Diane Morrell  
Chair, Site Plan Sub Committee  
Accessibility Advisory Committee



2018 05 14

**MEMO TO:** Don McConnell, RPP  
Planning Director

**RE:** A-12-18-Z  
100 ESTELLE STREET  
1972659 ONTARIO LTD. (c/o Carlo Gervasi)

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

- The Developer's Consultant should verify the adequacy of the existing sanitary servicing lateral to ensure capacity for the multi-unit development.
- For the proposed semi-detached units, sanitary laterals will be required for each proposed unit. Lateral permits will be required.
- Stormwater Management quantity and quality controls may be required for the apartment building.
- There is no storm sewer on Ruth Street in front of the future semi-detached dwellings. A grading plan should be provided to address surface drainage and sump-pump discharge. Depending on the design, a drainage agreement, registered on title, may be required.
- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design; and
- It is recommended that the properties be subject to Site Plan Control to ensure servicing and drainage is addressed to the satisfaction of the Deputy CAO Public Works and Engineering or his designate.

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

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

M. McAuley, P. Eng.  
Municipal Services Engineer  
Public Works & Engineering Services  
705.759.5385  
[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)

MM  
cc. Susan Hamilton Beach, Public Works  
Don Elliott, Engineering

# **ZONING APPLICATION A-12-18-Z**

## **BUILDING DIVISION COMMENTS**

**SUBJECT: SCHOOL CONVERSION TO 25 UNIT APPARTMENT BUILDING & NEW SEMI- DETACHED OR TOWNHOUSE DEVELOPMENT**

**ADDRESS: 100 ESTELLE STREET**

**Date:** 2018-05-08

**To:** PLANNING DEPARTMENT: Don McConnell

**From:** BUILDING DIVISION: Gary Schryer



### **BUILDING DIVISION COMMENT:**

#### **Data**

- Existing Zone = I - Institutional Zone
- Proposed Zone = R3 - Low Density Residential Zone with special exception to permit the existing building to be converted to a 25 unit apartment building in addition to the uses permitted in an R3 zone.
- Site is regulated by Development Control
- Site is not regulated by the Sault Ste. Marie Region Conservation Authority

### **Setback Review – Apartment Building**

The following setback review is based on the site plan prepared by Norquay Engineering.

- North Exterior Side Yard – minimum required setback is 6.0 meters, 10.9 meters have been proposed
- North Interior Side Yard – minimum required setback is 1.2 meters, dimensions to the building have not been provided however the distance is greater than 1.2 meters.
- Front Yard – minimum required setback is 7.5 meters, 9.2 meters have been proposed
- South Exterior Side Yard – minimum required setback is 6.0 meters, 15.43 meters have been proposed
- Rear Yard - minimum required setback is 10 meters, dimensions to the building have not been provided however the distance is greater than 10 meters.

### **Setback Review – 3 Lots fronting on Ruth Street**

The following setback review is based on the site plan prepared by Norquay Engineering.

- Front Yard – minimum required setback is 7.5 meters, 7.5 meters have been proposed
- Interior Side Yard – minimum required setback is 3.0 meters, 3.0 meters have been proposed
- Other Interior Side Yard - minimum required setback is 3.0 meters, 3.0 meters have been proposed
- Rear Yard - minimum required setback is 10 meters, 10 meters have been proposed

## **Development Coverage**

### **Apartment Building**

- Lot Area 0.8957 Ha (8,957 square meters)
- Building Area 2,425 square meters
- Maximum Lot Coverage 40% Maximum – approximately 27% proposed

### **3 Lots fronting on Ruth Street**

- Lot Area 0.0605 Ha (605 square meters)
- Building Area unknown
- Maximum Lot Coverage 40% Maximum – approximately 32% proposed based on setbacks

### **Parking**

- Residential Uses - 1.25 spaces per dwelling unit required. The proposed apartment building use will require a total of 30 spaces for the proposed 24 units. The lots that front on Ruth Street do not provide the dwelling types, but assuming semi-detached dwellings on each of the three lots and that the lots will not be severed between the units, a total of 3 spaces will be required for each lot.

### **Barrier Free Parking**

- Barrier free parking will be determined based on 1 space per barrier free unit plus 2 additional spaces. Additional review will take place upon receipt of building plans.

### **Record of Site Condition**

The property located at 100 Estelle Street and known as SECTION 36 SPT PLAN 7666 LOT 171 TO 183 LOT 170 PT CLOSED LANE PT RP 1R10359 PT 1 PT 2 PT 3 has been identified as a Brownfield Site. The proposed change of use from a community use to a residential use does not require the filling of a record of site condition as the building did not contain the following uses:

Use of a classroom in a building by a,

- i. a university that is authorized to operate pursuant to section 3 of the Post-secondary Education Choice and Excellence Act, 2000,
- ii. a college established under the Ontario Colleges of Applied Arts and Technology Act, 2002,
- iii. any other institution with authority to grant a degree or part of a degree under the Post-secondary Education Choice and Excellence Act, 2000,
- iv. a private career college as defined and approved under the Private Career Colleges Act;

### **Comment**

No objection to the issuance of a building permit.

Peter Tonazzo



May 11/2018

I have received the proposed application to rezone St. Theresa school. I am definitely against this change in fear of the occupancy of the 25 units.

Katherine Polifano  
104 Ruth St.

## **Reasons for Opposition to Rezoning for Multi Unit Development**

**Re: A-12-18-Z – 100 Estelle Street (1972659 Ontario Ltd. c/o Carlo Gervasi)**

### **1. Financial Impact to Neighbourhood.**

People who purchased their homes did so because the area was and has always been a single home neighbourhood. The fact that it requires rezoning shows that it was intended as a single home area. In cities where multi-unit development occurs, there has always been a drop in property values to the rest of the neighbourhood because when it comes to selling the homes, prospective buyers will be less likely to purchase in an area that includes multi-unit development, and redirect to other areas, driving the marketability of other homes in other areas at the expense of the proposed development. Many dozens of homeowners within the immediate radius will be affected. Hundreds of other homes within the broader radius will be affected because the rezoning will redefine their neighbourhood. These taxpayers did not purchase homes in this area to have it rezoned for usage that benefits the developer primarily who coincidentally does NOT live in the area.

### **2. Precedent To be set.**

This project not only impacts the immediate area, but the entire radius because future projects are more likely to be approved if this one will. This will make it difficult for other homeowners to oppose future development through rezoning of other areas that will impact and redefine other neighbourhoods. Rezoning applications for future developments will increase, and they will come at the expense of infringing on the make up of residential communities that are single unit homes. Development of multi-unit projects can be directed to areas where zoning for that type already exists. There are significant areas of the city that need such development without having to infringe upon, redefine and financially impact neighbourhoods for both the short and long term.

**3. Increased Traffic to the Area.**

The area would likely only have 4-6 homes built on it. The proposed development will bring 25 units on one level, maximizing space but coming at the expense of increased residency to the confined area and increased traffic in an area largely populated by small children. The area is small. If every unit has one vehicle, that would necessitate 25 parking spots. If every unit has two vehicles, that would necessitate 50 parking spots. If every unit has visitors coming to the building, it would compound congestion and parking further. The area itself as a school could not accommodate more than 10-15 vehicles. These vehicles are likely going to be parking on the street in front of other homes which can obstruct views for other homeowners. This is something the neighbourhood has not had to face, and it is unfair to have to place added burden to the neighbourhood.

**4. Small Area Does not have Adequate Infrastructure to Fully Accommodate Multi-Unit Development without Immediate Impact on other Homeowners in the Area.**

Traffic always is the No. 1 concern with multi-unit development. The proposed plan will redefine the make up of the neighbourhood and area, place added short and long-term burdens on homeowners in the immediate radius and outer radius by increasing traffic within a very small area. There is no master plan to expand the area for accommodating the additional traffic. Hence, increased traffic and congestion will immediately impact the area because when roads were built they were built to accommodate single family homes in a residential area that had limited traffic. There are no immediate plans to include deceleration lanes and at least two ingress/egress options. Traffic will increase exponentially with residents and visitors creating congestion that could also be a safety risk if fire, police, and emergency vehicles must be present.

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**Orlando and Immacolata Tridico  
454 Moody Street**

# Subject Property



## **Additional Future Low Density Residential Development**

Document Path: G:\Applications (2017 - Present)\2018\Zoning\A-12-18-Z - 100 Estelle Street - 1972659\_Ontario Inc. (Carlo Gervasi)\A-12-18-Z\_AerialMap\_May2016\_Sx11\_V2.mxd

Application Map Series <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	Legal Department Reference	 <b>Sault Ste. Marie</b> Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 <a href="http://saultstemarie.ca">saultstemarie.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a>
<h3>Property Information</h3> <p>Civic Address: 100 Estelle Street  Roll No.: 050004094000000  Map No.: 56 / 1-72  Application No.: A-12-18-Z  Date Created: May 01, 2018</p>	<h3>Legend</h3> <p> Subject Property 100 Estelle Street   Parcel Fabric</p>	<p>Page 154 of 198</p>

# Subject Property



## Application Map Series

- Subject Property  Official Plan Landuse
- Existing Zoning  Aerial Image
- Official Plan Amendment

## Property Information

Civic Address: 100 Estelle Street  
 Roll No.: 050004094000000  
 Map No.: 56 / 1-72  
 Application No.: A-12-18-Z  
 Date Created: May 01, 2018

## Legal Department Reference



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

Subject Property: 100 Estelle Street

Parcel Fabric

Page 155 of 198



0 5 10 20 Meters  
 1:10000

# Subject Property

122

454

114

110

106

90

Ruth Street

Moody Street

100

RES

80

Estelle Street

**Additional Future Low Density Residential Development**

126

107

103

99

95

91

87

83

79

126

118

114

110

106

102

98

94

90

## Application Map Series

- Subject Property  Official Plan Landuse
- Existing Zoning  Aerial Image
- Official Plan Amendment

## Property Information

Civic Address: 100 Estelle Street  
 Roll No.: 050004094000000  
 Map No.: 56 / 1-72  
 Application No.: A-12-18-Z  
 Date Created: May 01, 2018

## Legend

-  Residential
-  Commercial
-  Institutional
-  Parks Recreation
-  Industrial
-  Rural Area
-  Airport Lands
-  Parcel Fabric



**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

0 5 10 20 Meters  
 1:1000



## **Reasons for Opposition to Rezoning for Multi Unit Development**

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**Orlando and Immacolata Tridico  
454 Moody Street**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-127**

**APPOINTMENTS:** (A1.3) A by-law to appoint Stuart Cole as Deputy Fire Chief Operations, Training and Logistics.

**WHEREAS** the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4, as amended, permits a municipality to establish, maintain and operate a fire department;

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

**1. APPOINTMENT – DEPUTY FIRE CHIEF OPERATIONS, TRAINING AND LOGISTICS**

Stuart Cole is hereby appointed as Deputy Fire Chief Operations, Training and Logistics commencing September 11, 2017.

**2. EFFECTIVE DATE**

This by-law is effective on September 11, 2017.

**PASSED** in open Council this 25<sup>th</sup> day of June, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-128**

**APPOINTMENTS:** (A1.3) A by-law to appoint Dan Fraser, Rocco Celetti, Paul Antonello and Carlo Provenzano as Fire Prevention Officers for the purpose of enforcing By-law 81-404 and By-law 2009-82.

**WHEREAS** the *Fire Protection and Prevention Act*, Part 2 (1)(a) provides that every municipality shall establish a program in the municipality which must include public education with respect to the fire safety and certain components of fire prevention;

**WHEREAS** the *Fire Protection and Prevention Act*, Part 2 (1)(b) provides that every municipality shall provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances;

**WHEREAS** the *Fire Protection and Prevention Act*, Part 2 (2) provides that in discharging its responsibilities under subsection (1), a municipality shall under subsection (1)(a) appoint a community fire safety officer or a community fire safety team;

**AND WHEREAS** the Council of the Corporation of the City of Sault Ste. Marie deems it desirable and expedient to appoint Fire Prevention Officers.

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

**APPOINTMENT – FIRE PREVENTION OFFICERS**

The following Fire Prevention Officers are hereby appointed for the purpose of enforcing By-law 81-404 and By-law 2009-82:

Dan Fraser appointed May 10, 1994;  
Rocco Celetti appointed April 26, 1999;  
Paul Antonello appointed January 6, 2003; and  
Carlo Provenzano appointed October 5, 2004.

**PASSED** in open Council this 25<sup>th</sup> day of June, 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. 2018-129

**FIRE SERVICES:** (F2) A by-law to delegate the authority of the Fire Chief of the City of Sault Ste. Marie to designated staff members of the Sault Ste. Marie Fire Services.

**WHEREAS** Section 6(6) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, C. 4 as amended, permits a *Fire Chief* to delegate his or her powers of duties to any firefighter or class of firefighter, subject to such limitations, restrictions and conditions as may be prescribed in the delegation;

**WHEREAS** subsection 1.1.8 of the Ontario Fire Code permits the powers of duties of the *Fire Chief* to delegate with the limitations and conditions as set out in the appointment;

**WHEREAS** the *Fire Chief* of the Sault Ste. Marie Fire Services recommends delegation of the powers and authorities of the *Fire Chief* with the limitations and conditions set out in the appointment;

**AND WHEREAS** the Council of The Corporation of the City of Sault Ste. Marie recognizes the efficiencies and benefits to customer service associated with the delegation of the powers and authorities of the *Fire Chief* with the limitations and conditions as set out in the appointment.

**NOW THEREFORE** the Council of The Corporation of the City of Sault Ste. Marie hereby enacts as follows:

1. In the absence of the *Fire Chief* and at such other times deemed appropriate by the *Fire Chief*, the powers and authorities of the *Fire Chief* are hereby delegated to the Deputy Fire Chief(s).
2. The powers and authorities of the *Fire Chief* are hereby delegated to the Deputy Fire Chief(s) who are appointed Assistants to the Fire Marshal. The power and authority is limited to review, assessment and approval where the Ontario Fire Code requires approval of the *Fire Chief* in:
  - a. Part 2, Building and Occupant Fire Safety
  - b. Part 3, Property Protection for Industrial and Commercial Occupancies
  - c. Part 4, Flammable and Combustible Liquids
  - d. Part 5, Hazardous Materials, Processes and Operations
  - e. Part 6, Fire Protection Equipment
  - f. Part 7, Inspection Testing and Maintenance of Fire Emergency Systems in High Buildings
  - g. Part 8, Demolition
  - h. Part 9, Retrofit

3. The powers and authorities of the *Fire Chief* are hereby delegated to the Deputy Fire Chief(s) who are appointed as Assistants to the Fire Marshal for the additional purpose of issuing a Permit to Conduct Open Air Burning in accordance with the Ontario Fire Code and the applicable City of Sault Ste. Marie By-laws.
4. This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 25<sup>th</sup> day of June, 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 2018-130**

**AGREEMENT:** (F2) A by-law to authorize the execution of the Agreement between the City and The Board of Health for the District of Algoma Health Unit for the Naloxone Service Agreement for Police and Fire.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and The Board of Health for the District of Algoma Health Unit, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Naloxone Service Agreement for Police and Fire.

**2. SCHEDULE "A"**

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

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 25<sup>th</sup> day of June, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

## Schedule "A"

### Naloxone Service Agreement for Police and Fire

Between:

The Board of Health for the District of Algoma Health Unit  
(Hereinafter referred to as the "Health Unit")

-and-

The Corporation of the City of Sault Ste. Marie  
(Hereinafter referred to as the "Agency")

**WHEREAS** the District of Algoma Health Unit and the Agency wish to enter into an agreement (the "Agreement") with respect to Naloxone as proposed by the Ministry of Health and Long-Term Care;

**AND WHEREAS** the Agency desires to deliver the Services as part of their medical emergency response;

**AND WHEREAS** the Agency wishes to enter into this Agreement with the Health Unit to deliver the Services.

**NOW THEREFORE** in consideration of the mutual covenants and other terms and condition hereinafter contained, the parties hereby agree with the other as follows:

#### 1. Services of the Agency

The Agency agrees to furnish and perform the Services, as set out below:

- a) To assess and if deemed necessary administer naloxone during a medical emergency response to anyone suspected of experiencing an opioid related overdose.
- b) Ensure Agency staff who participate in delivering the Services receive appropriate training, including, but not limited to: information relating to administrative and operational policies and procedures of the Agency; data collection and recording; equipment and their appropriate uses; health and safety; and routine infection control practices.
- c) Ensure Agency staff who participate in delivering the Services adhere to the administrative and operation policies and procedures of the Agency.
- d) Permit only Agency staff who have received training referred to in subsection 1(b), to participate in the delivery of the Services.
- e) Supply at its sole cost and expenses all personnel and equipment necessary to perform the Services under this Agreement and assume all related expenses.
- f) The Agency covenants, represents and warrants that all Services are in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, bylaws, notices, orders, approvals, directives, protocols, policies and guidelines.
- g) The Agency must perform the Services under the Agreement and is not permitted to subcontract the Services to any third party.
- h) Records and Data Collection
  - The Agency will order Naloxone kits using the Naloxone Order Form and email it to the Health Unit at [naloxone@algomapublichealth.com](mailto:naloxone@algomapublichealth.com)
  - The Agency will document Naloxone administration on a standardized form.

## **2. Health Unit Responsibilities**

The Health Unit will:

- a) Provide Naloxone kits to the Agency, subject to on-going funding from Ministry of Health and Long-Term Care,
- b) Provide a copy of the Services policies and procedures (and any updates) upon commencing service delivery.
- c) Make available any relevant reports, background information, data and any other materials relevant to the Services, which are in the Health Unit's possession for use by the Agency.

## **3. Occupational Health and Safety Act**

- a) The Agency shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990, c.O.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- b) The Agency acknowledges and represents that:
  - i. The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely;
  - ii. The Agency has in place occupational health and safety policies in accordance with the OHSA.
- c) The Agency shall immediately advise the Medical Officer of Health or their designate in the event of any of the following:
  - a) A critical injury that arises out of Services that is the subject of this Agreement;
  - b) An order(s) is issued to the Agency by the Ministry of Labour arising out of the Services that is the subject of this Agreement;
  - c) A charge is laid or a conviction is entered arising out of the Services that is the subject of this Agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- d) Immediate suspension of services could occur if there are health and safety concerns. If the services are suspended, the Health Unit will work with the agency to assess and mitigate risk as well as suggest strategies to meet health and safety concerns.

## **4. Indemnification**

The Agency will, from time to time, and at all times hereafter, well and truly save, keep harmless, defend and fully indemnify APH, and its employees and agents, (the "Indemnitees") from and against all actions, claims and demands whatsoever which may be brought against or made upon the Indemnitees, or any of them, of, and against any and all losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) which the Indemnitees, or any of them, may sustain, suffer or be put to resulting from or arising from the Services done by it, or by reason of, or on account of, or resulting from or arising out of the performance or rendering of, or the failure to perform or render, or the failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Agency, its agents, employees

or subcontractors or any of them, including the breach of any confidentiality obligation under this agreement.

## **5. Insurance**

The Agency agrees to purchase and maintain in force, at its own expense, or shall cause to be maintained and kept, for the duration of the Services, the following policies of insurance, which policy shall be in a form and with an insurer acceptable to APH. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to APH prior to the commencement of Services:

- (a) Commercial General Liability provided that the policy:
  - (i) is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
  - (ii) adds Algoma Public Health as an additional insured;
  - (iii) includes Non-Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability; and any other provision relevant to the Services; and
  - (iv) includes a clause which will provide APH with thirty (30) days' prior written notice of cancellation or material change in coverage.
- (b) Automobile Liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) for all owned or leased licensed motorized vehicles used in the performance of Services.

## **6. Worker's Compensation Insurance**

The Agency warrants that it has and will maintain for the Term of this Agreement worker's compensation insurance through the Workplace Safety and Insurance Board ("WSIB") for the Agency employees. The Agency will ensure that all persons, including but not limited to paid employees providing the Services or similar services under this Agreement are covered by the required insurance.

## **7. Confidential Information**

During the term of this Agreement, and after the termination of this Agreement, each party will;

- a) Treat as confidential any material, data or information supplied by the other party in confidence or derived from any data that the other party or any of its directors, managers, or employees may have acquired in the course of or incidental to the performance of the Services in this Agreement or otherwise (hereinafter) referred to as "Confidential Information".
- b) Not without the prior consent of the other party use or disclose to any person, at any time during or following the term of this Agreement except in accordance with applicable law, any information or documentation that contains Confidential Information.

The parties acknowledge and agree that they are bound by the *Personal Health Information Protection Act, 2004* Ontario as amended ("PHIPA") and will comply with PHIPA in the

performance of Services and other obligations under this Agreement. The parties further acknowledge and agree that no personal health information or other personal information is to be shared between them except with the consent of the person concerned or as required by law or an order of a court of competent jurisdiction. Where applicable the Municipal Freedom of Information and Protection of Privacy Act (Ontario), as amended, and the regulations made thereunder apply to all information submitted to or created by the Health Unit.

#### **8. Termination of Agreement**

The Health Unit or the Agency may terminate the Agreement at any time upon giving 30 days' notice.

The Health Unit may terminate this agreement at any time and without notice under the following circumstances:

- a) Failure by the Agency to perform Services according to the Ministry of Health and Long-Term Care's Ontario Naloxone criteria for fire and police.
- b) Failure by the Agency to perform the Services in a timely fashion, and such delay or default continues for seven (7) days following written notice to the Agency by the Health Unit
- c) Failure to respond to requests from the Health Unit
- d) For any breech of this agreement by the Agency

If the Agreement is terminated, the Health Unit will:

- a) Cancel all further deliveries of Naloxone kits
- b) Require the return of unused Naloxone kits

Upon termination of this Agreement, all originals and copies of data, plans, reports, summaries, photographs and other documentation that have been accumulated and/ or prepared by the Agency in performance of the Agreement will be delivered to the Health Unit in a clean and readable format.

#### **9. Official Notification**

Any notice herein required or permitted to be given under the Agreement will be in writing and will be deemed to be given if either delivered personally or sent by electronic mail.

#### **10. Force Majeure**

The parties acknowledge that in the event of circumstances beyond the control of either party such as a community disaster, a strike, a fire, a communicable disease outbreak or other situation in which the continued provisions of services would be substantially interfere with either party's obligation under this agreement, each party reserves the right to suspend performing its obligations under this Agreement immediately without penalty and until such a time as the party reasonably determines that it is able to resume performance of its obligations herein.

#### **11. General Conditions**

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties, relating to the subject matter of this Agreement.

The parties hereto agree that this Agreement will be interpreted in accordance with the laws of the Province of Ontario.

This Agreement is not transferable or assignable by the Agency in whole or in part without the express written consent of the Health Unit.

To WITNESS this agreement, the Parties have signed by their proper signing officers' duty authorized on their behalf.

**THE BOARD OF HEALTH FOR THE DISTRICT OF ALGOMA HEALTH UNIT**

Per: (Date) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Per: (Date) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-133**

**PEDDLER AND FOOD VENDOR LICENCING:** (R1.57) A by-law to repeal By-laws 2016-189, 2017-227 and 2017-232 (being by-laws to amend repealed Licensing By-laws 2003-51 and 2003-53).

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

**1. BY-LAWS 2016-189, 2017-227 AND 2017-232 REPEALED**

By-laws 2016-189, 2017-227 and 2017-232 are hereby repealed.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 25<sup>th</sup> day of June, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2018-136

**PROPERTY SALE:** (PR1.110) A by-law to authorize the sale of surplus property being property on Yates Avenue (legally described as PT S.W. ¼ SECTION 34; Sault Ste. Marie, part PIN 31609-0379) to Trimount Construction Group Inc. or as otherwise directed by them.

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

1. **LANDS DECLARED SURPLUS**

The lands shown on Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands shown on Schedule "A" hereto to Trimount Construction Group Inc. or as otherwise directed by them.

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

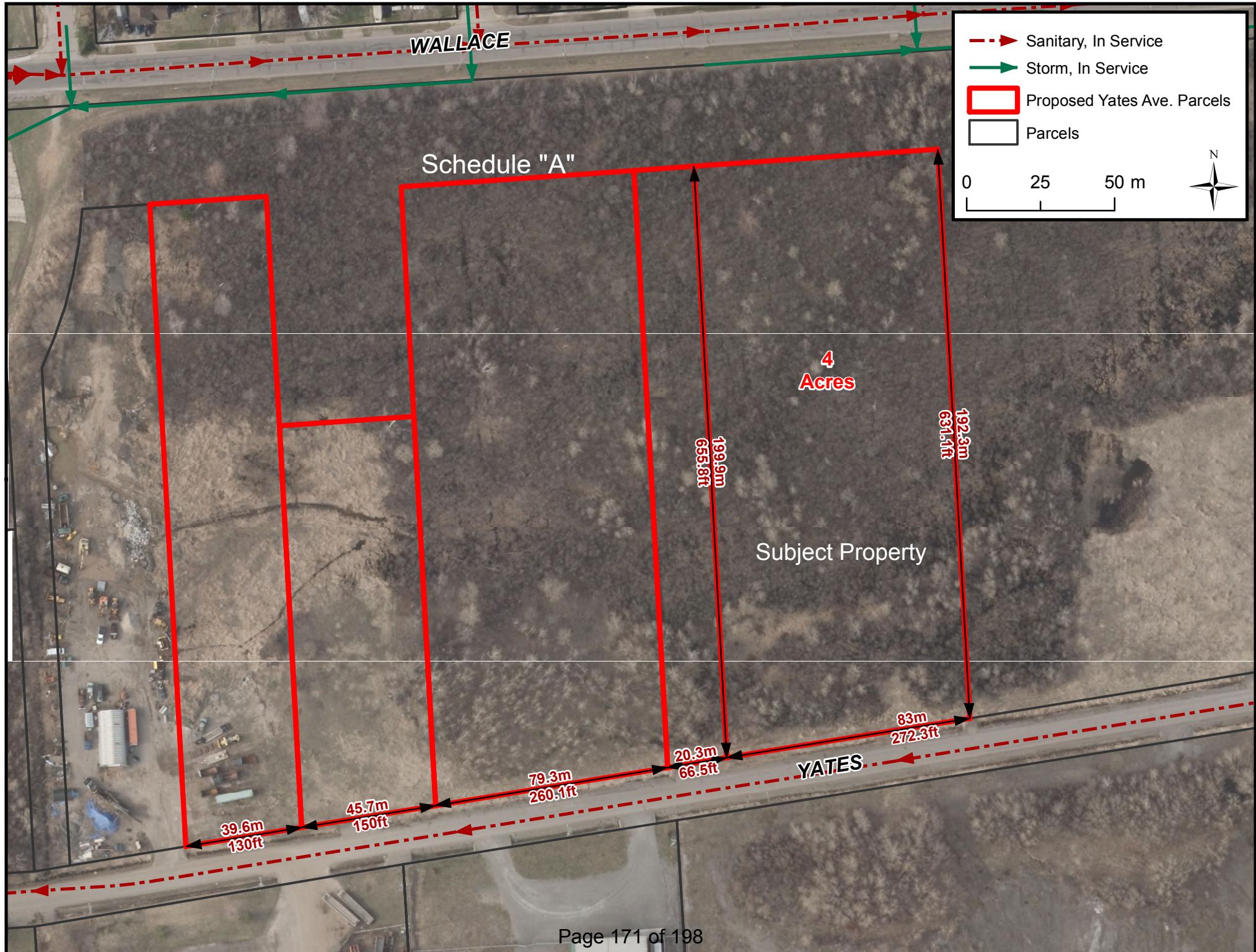
**PASSED** in open Council this 25<sup>th</sup> day of June, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-138**

**AGREEMENT:** (S1.3) A by-law to authorize the execution of the Agreement between the City and Sault College of Applied Arts and Technology for the contribution to the construction project of the Institute for Environment Education and Entrepreneurship (iE3) program.

**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 June 25, 2018, between the City and Sault College of Applied Arts and Technology, a copy of which is attached as Schedule "A" hereto. This Agreement is for the contribution to the construction project of the Institute for Environment Education and Entrepreneurship (iE3) program.

**2. SCHEDULE "A"**

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

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 25<sup>th</sup> day of June, 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 25<sup>th</sup> day of June, 2018 (Effective Date).

**BETWEEN:**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

SAULT COLLEGE OF APPLIED ARTS AND TECHNOLOGY

(hereinafter referred to as the "Recipient")

**WHEREAS** the City Council has passed a resolution to contribute funding to the above noted recipient on a one time basis to support the creation of the new Institute for the Environment Education and Entrepreneurship (iE3)

**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 3.5 of this Agreement.

**2.0 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. 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.

### **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. \$400,000
- ii. **42.63%** of the incurred Eligible & Supported Costs of \$2,400,000 of the Project outlined in Schedule A

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.

### **3.1 Use of Funds**

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.

### **3.2 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.

### **3.3 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.

### **3.4 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.

### **3.5 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.

### **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	\$2,000,000
FedNor	\$1,000,000

### **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 6.1, 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 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.

## **8.0 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 July 31, 2018.

## **9.0 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:

Dr. Ron Common  
President  
Sault College of Applied Arts and Technology

443 Northern Ave  
Sault Ste. Marie, ON Canada  
P6B 4J3

### **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.

SAULT COLLEGE OF APPLIED ARTS AND TECHNOLOGY

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 Institute for the Environment Education and Entrepreneurship (iE3) will be home to Sault College's Natural Environment Programs (NE), Geographic Information Systems (GIS) and Information and Communications Technology Programs (ICT). It will provide state of the art experiential learning spaces and labs, with the needed capacity to accommodate identified, domestic and international, enrollment growth opportunities in these program areas.

Creating the new facility will involve expanding and renovating the existing E and J wings (approx. 9,750 ft<sup>2</sup> of new construction and 42,500 ft<sup>2</sup> of building refurbishment). The funds will be used to purchase furniture, fixtures and equipment for the Institute for Environment Education and Entrepreneurship (iE3).

### **2. THE KEY PERFORMANCE TARGETS ARE:**

#### **A) Provincial Priorities:**

This project supports the Growth Plan for Northern Ontario and efforts by the Province, to grow and diversify the culture of innovation and entrepreneurship by way of the Province partnering with research, innovation and commercialization institutions and organizations to facilitate access to services and resources for incubating new, innovative businesses, including:

1. Training, mentoring and networking opportunities, including supports for youth entrepreneurship;
2. Funding and/or investment opportunities; and,
3. Start-up and growth capital.

#### **B) City of Sault Ste. Marie Priorities:**

For a community to grow and prosper, it must have excellent educational infrastructure. By better determining our educational needs, including opportunities for the preservation and expansion of Algoma University and Sault College, Sault Ste. Marie will generate direct jobs, indirect and induced jobs as well as other related business opportunities.

C) GDP Impact:

	<b>Performance Targets</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Economic Impact over 3 Yrs</b>
<b>1</b>	Enrolment growth in Natural Environment (NEOS) and Information, Communication & Technology (ICT) programs:				
	Domestic - 10% of NEOS & ICT Enrolment	33	36	40	2,730,750
	International - 5% per year *	3	4	4	264,022
<b>2</b>	Additional Co-op Placements per year	10	12	14	144,000
<b>3</b>	Graduate employment rate increase	2%	2%	2%	
	<b>Total</b>				<b>\$ 3,138,772</b>

Note:

\* Based on current enrolment of 2260 domestic and 67 international

Annual economic impact of one (1) student is approximately \$18,000 for domestic and \$25,000 for international

D) Net Job Creation:

This project will provide additional economic activity at Sault College and increase the financial sustainability by attracting more student enrolment (106 domestic and 11 international) in the program. **It will also provide an additional 5 full-time and 10 part-time positions.**

E) Increased Tax Assessment:

Not applicable to Sault College

F) Other Community Development Benefits

Sault Ste. Marie is host to a leading world class forestry industry cluster, including Natural Resources Canada (NRCan), Great Lakes Forestry Centre (GLFC), and Ontario Forest Research Institute (OFRI), the funding will uniquely position Sault College to synergistically capitalize on the long term proximal benefits. The iE3 will attract collaborative private industry research from the large catchment of regional players participating in Canada's forest sector and spur innovation in the rapidly growing priority areas of advanced forest management and bio-economy innovation.

G) Project Dates:

- a. Commencement Date – July 3, 2017
- b. Completion Date – December 31, 2018

## SCHEDULE "B" PROJECT COSTS AND FINANCING

**RECIPIENT'S NAME:** Sault College of Applied Arts & Technology

**ALLOCATION:** \$400,000.00

The Recipient acknowledges this is a one-time payment for Eligible Projects with Eligible Costs

### ELIGIBLE GRANT EXPENDITURES

<b><u>Project Costs:</u></b>		<b><u>Financing:</u></b>	
Eligible Costs		City of SSM	\$ 400,000
Supported	\$2,400,000	Provincial	\$2,000,000
Not Supported	\$1,200,000	FedNor	\$1,000,000
Ineligible Costs	\$ 0	Other Federal	\$ 0
		Financial Institution	\$ 0
		Recipient	\$ 200,000
		Other	\$ 0
Total	\$3,600,000		\$3,600,000

	<b><u>Supported</u></b>	<b><u>Not Supported</u></b>	<b><u>Total</u></b>
<b><u>Eligible Costs:</u></b>			
Furniture, fixtures and equipment (including installation and warranties)	\$2,400,000		\$2,400,000
Construction		\$1,200,000	\$1,200,000
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$2,400,000</b>	<b>\$1,200,000</b>	<b>\$3,600,000</b>

\* 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.

### **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.

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Signature/Title

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Date

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-139**

**APPOINTMENTS:** (A1.3) A by-law to appoint Paul Milosevich as Deputy Fire Chief Fire Prevention, Public Education and Emergency Management.

**WHEREAS** the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4, as amended, permits a municipality to establish, maintain and operate a fire department;

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

1. **APPOINTMENT – DEPUTY FIRE CHIEF FIRE PREVENTION, PUBLIC EDUCATION AND EMERGENCY MANAGEMENT**

Paul Milosevich is hereby appointed as Deputy Fire Chief Fire Prevention, Public Education and Emergency Management commencing July 8, 2015.

2. **EFFECTIVE DATE**

This by-law is effective on July 8, 2015.

**PASSED** in open Council this 25<sup>th</sup> day of June, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-140**

**AGREEMENT:** (E2.2) A by-law to authorize the execution of the Contract between the City and 1187839 Ontario Limited for repairs to the East Davignon Creek Second Line crossing, just west of Farwell Terrace, and the small (westerly) Central Creek aqueduct on Central Street near McKenzie Avenue (Contract 2018-10E).

**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 Contract dated between the City and 1187839 Ontario Limited, a copy of which is attached as Schedule "A" hereto. This Contract is for repairs to the East Davignon Creek Second Line Crossing, just west of Farwell Terrace, and the small (westerly) Central Creek aqueduct on Central Street near McKenzie Avenue (Contract 2018-10E).

**2. SCHEDULE "A"**

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

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 25<sup>th</sup> day of June, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

# Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2018-10E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 25th day of June in the year 2018 by and between  
**1187839 Ontario Limited** hereinafter called the "Contractor"

AND

**The Municipal Corporation of the City of Sault Ste. Marie, Ontario** hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**CENTRAL STREET -WEST AQUEDUCT REPLACEMENT and  
SECOND LINE / FARWELL TERRACE AQUEDUCT REPAIR  
CONTRACT 2018-10E**

Which have been signed in triplicate by both parties and which were prepared under the supervision of Don Elliott, P. Eng, Director of Engineering acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, the Drawings and Addenda #1 to #5.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason

or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

**THE CORPORATION:** The Corporation of the City of Sault Ste. Marie  
Civic Centre  
99 Foster Drive  
Sault Ste. Marie, ON.  
P6A 5X6

**THE CONTRACTOR:** 1187839 Ontario Limited  
815 Great Northern road  
Sault Ste. Marie, ON.  
P6A 5K7

**THE CONTRACT ADMINISTRATOR:** STEM Engineering Group  
875 Queen Street East, Suite 2  
Sault Ste. Marie, ON.  
P6A 2B3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

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

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MAYOR - CHRISTIAN PROVENZANO

(seal)

---

CITY CLERK – MALCOLM WHITE

**THE CONTRACTOR**

---

1187839 Ontario Limited

(seal)

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Yvon, Champagne, President

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-141**

**AGREEMENT:** (PR3) A by-law to authorize a standard encroachment agreement for commercial and residential developments and to repeal By-law 2012-66.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and the Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to any standard encroachment agreement in the form of Schedule "A" to this by-law, made between the Corporation and the owners of the property involved.

2. **BY-LAW REPEALED**

By-law 2012-66 is hereby repealed.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

**PASSED** in open Council this 25<sup>th</sup> day of June, 2018.

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MAYOR – CHRISTIAN PROVENZANO

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CITY CLERK – MALCOLM WHITE

## **SCHEDULE "A"**

**THIS AGREEMENT** made this \_\_\_\_\_ day of 20\_\_.

**BETWEEN:**

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

Hereinafter called the "Corporation"

**OF THE FIRST PART**

-and-

Hereinafter called the "Owner(s)"

**OF THE SECOND PART**

WHEREAS the Owner(s) is/are the registered owner(s) of the property municipally known as Civic No. \_\_\_\_\_, Sault Ste. Marie, Ontario, which lands are more particularly described as \_\_\_\_\_ (hereinafter called the "Lands");

AND WHEREAS there is a \_\_\_\_\_ which encroaches (hereinafter called the "Encroachment") onto \_\_\_\_\_, on Registered Plan Number \_\_\_\_\_, which Encroachment is more particularly shown on the plan of survey dated \_\_\_\_\_, prepared by \_\_\_\_\_, Ontario Land Surveyor (hereinafter the "Survey") and attached as Schedule "A" to this Agreement;

AND WHEREAS the Owner(s) has/have made an Application to maintain the Encroachment on the Lands in the position they now stand, subject to the execution by the Parties of this Agreement and the terms, clauses and conditions hereinafter set forth;

NOW WITNESSETH THIS AGREEMENT that in consideration of the covenants and conditions herein contained, the Corporation and Owner(s) agree as follows:

1. The Corporation grants the Owner(s) permission to maintain the Encroachment onto \_\_\_\_\_, in the location shown on the Survey, subject to the terms, clauses and conditions herein contained.

2. The Owner(s) hereby agrees that the occupation and use of the Lands for the purpose of the Encroachment in no way confers any right, benefit or title in any way to the Owner(s).
3. The Owner(s) covenant(s) and agree(s) to pay to the Corporation on the signing of this Agreement and annually thereafter the sum of \_\_\_\_\_ (      ) DOLLARS for the Licence hereby granted.
4. The Owner(s) covenant(s) and agree(s) to pay all taxes, rates and assessments on the said Encroachment if the same is ever levied by the Corporation.
5. The Owner(s) covenant(s) and agree(s) to indemnify and save harmless the Corporation from and against all demands, costs, charges, expenses, suits, claims, losses, liability and damages arising out of any injury, personal claim or property damage occasioned by the said Encroachment or by any losses which the Corporation may sustain or incur, or for any damages which the Corporation may be liable in consequence of the said Encroachment and the granting of this Licence.
6. The Owner(s) 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 Corporation 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 Corporation. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Corporation's Risk Manager, shall be provided to the Corporation prior to the commencement of the Agreement.
7. In the event that the Corporation requires the removal of the Encroachment for any reason whatsoever, the Owner(s) shall, at the Owner's(s') sole expense, remove the aforesaid Encroachment within TEN (10) DAYS of receiving written notice to that effect.

8. The Owner(s) hereby consent to the registration of this Agreement on the title to the Lands. The Owner(s) shall be responsible for the costs of the said registration of this Agreement.
9. It is expressly agreed that upon destruction, removal, alteration, addition or replacement of the said Encroachment, or upon partial destruction or damage of the said Encroachment from any cause, including the voluntary act of the Owner(s) thereto, the permission hereby granted shall without any action or notice and at the sole option of the Corporation, be terminated and at an end. The Corporation may require the Owner(s) to remove the said Encroachment forthwith, and upon failure to do so may itself do all things necessary for the removal of the said Encroachment and for such purpose may enter upon the Lands. The expense of such removal and entry shall be paid by the Owner(s) forthwith upon demand, and payment of such expense may be enforced in the same manner as payment of taxes for the current year.
10. Nothing in the Agreement shall be construed to mean that the Corporation by virtue of this Agreement has assumed the responsibility of such compliance or any compliance with any municipal by-laws. The Owner covenants to fully comply with any order, by-law, law, regulation, and direction of any lawful authority, including the municipal, provincial, or federal governments or their respective agents with respect to the Encroachment.
11. This Agreement shall not be interpreted as granting exclusive use of the Encroachment, the Encroached Lands or any part of \_\_\_\_\_ as shown in Plan \_\_\_\_\_ to the Owner(s).
12. The Owner(s) acknowledges no ownership interest in any part of \_\_\_\_\_ as shown on Registered Plan \_\_\_\_\_.
13. This Agreement shall enure to the benefit of and be binding upon the Parties to this Agreement and their respective heirs, executors, administrators and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day, month and year first written.

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

Per:

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

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**OWNER -**

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**OWNER -**

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

## **BY-LAW 2018-150**

**LICENSING:** (L3) A by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2018.

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

### **1. VENDORS PROHIBITED**

Without the prior written permission of Rotary Club of Sault Ste. Marie and despite the provisions of By-laws 3306 and 84-196, during July 14<sup>th</sup> – 22<sup>nd</sup>, 2018 vendors licensed under those by-laws shall not locate on or near the grounds of Rotaryfest 2018 more particularly described on Schedule "A" to this by-law:

- (a) Russ Ramsay Way south of the entrance to the Senior Drop In Centre;
- (b) Foster Drive from Russ Ramsay Way to the east entrance to the south Civic Centre parking lot;
- (c) South side of Bay Street between Brock and East Streets including the sidewalk; and
- (d) Lower East Street south of Bay Street and Ken Danby Way.

### **2. PENALTY**

Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act.

### **3. SCHEDULE "A"**

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

### **4. EFFECTIVE DATE**

This by-law is effective on the final date of its passing.

By-law 2018-150  
Page 2

**PASSED** in open Council this 25<sup>th</sup> day of June, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

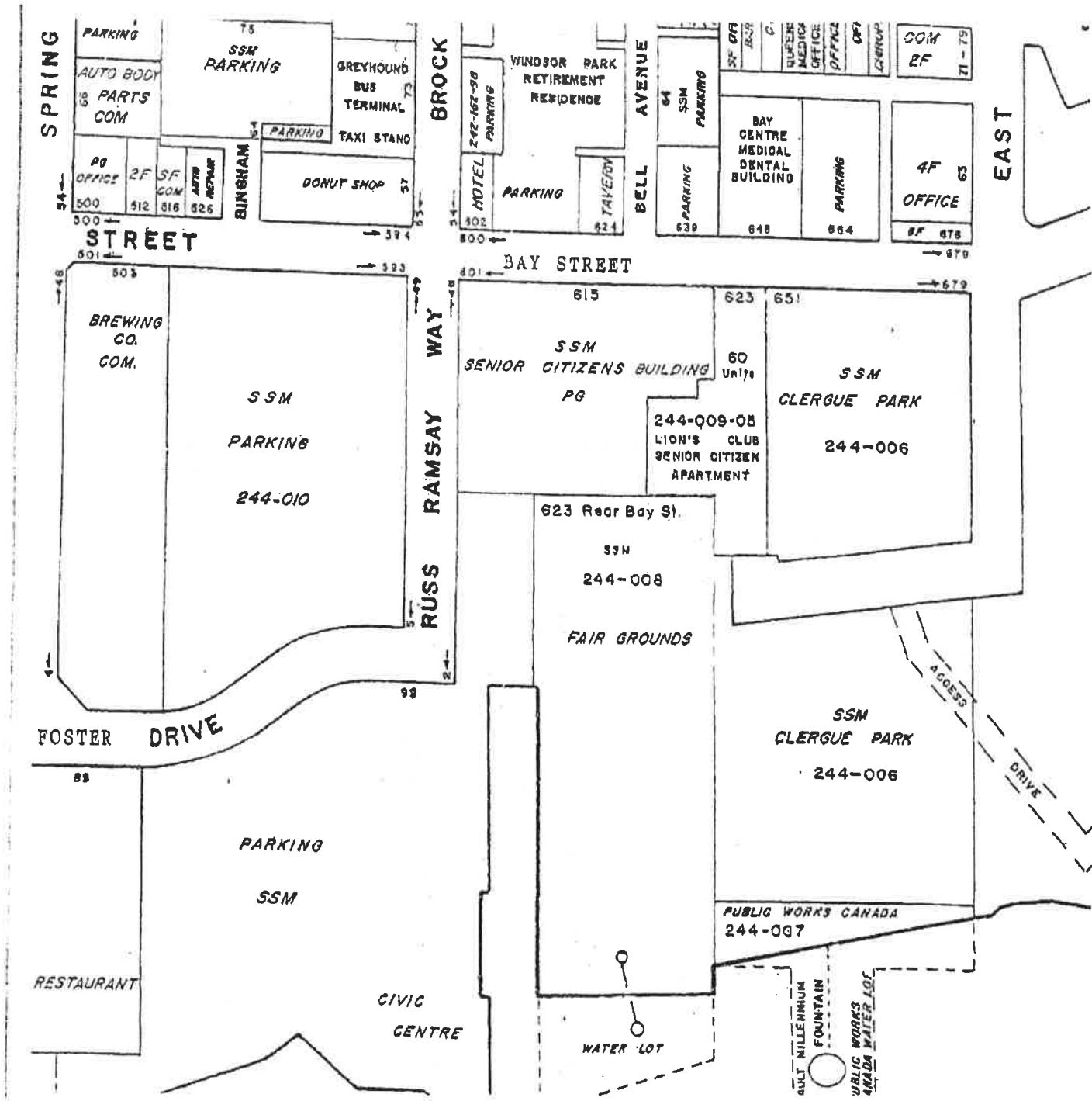
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**CITY CLERK – MALCOLM WHITE**

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Schedule "A"

Vendors are prohibited from locating on or near the grounds of Rotaryfest 2018 as shown below.



**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.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**