

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

Monday, February 5, 2018

4:30 pm

Council Chambers

Civic Centre

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Pages

1.	<b>Adoption of Minutes</b>	14 - 29
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Mover Councillor S. Myers  
Seconder Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of 2018 01 22 be approved.

2.	<b>Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>
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3.	<b>Declaration of Pecuniary Interest</b>
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4.	<b>Approve Agenda as Presented</b>
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Mover Councillor S. Myers  
Seconder Councillor F. Fata

Resolved that the Agenda for 2018 02 05 City Council Meeting as presented be approved.

5.	<b>Proclamations/Delegations</b>
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5.1	<b>Black History Month</b>
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Jane Omollo, President, African Caribbean Association of Northern Ontario

5.2	<b>Shape the Sault (New Official Plan)</b>
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Don McConnell, Director of Planning

5.3

### **Animal Care and Control By-law**

Julie Woodyer, Campaigns Director, Zoocheck

Jonathan Poitras, Counsel for Spruce Haven Nature Park

5.3.1

#### ***Additional Delegations***

Andrew Lentini, Chair, Canada's Accredited Zoos and Aquariums Ethics and Compliance Committee

Paul Raymond Goulet, CEO, President and Chief Explainer, Little Ray's Reptile Zoo Inc.

6.

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Bruni

Resolved that all the items listed under date 2018 02 05 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1

#### **Council Travel**

Mover Councillor S. Myers

Seconder Councillor M. Bruni

Resolved that Mayor C. Provenzano be authorized to travel to Toronto for three days in March 2018 to attend the Prospectors and Developers Association of Canada conference at an estimated cost to the City of \$1,200.

6.1.1

#### ***Additional Request***

Mover Councillor S. Myers

Seconder Councillor M. Bruni

Resolved that Mayor C. Provenzano be authorized to travel to Toronto for three days in February 2018 regarding the NORONT bid at an estimated cost to the City of \$1,285.

6.2

### **Physician Recruitment Committee – Renewal of Operating Service Agreement**

30 - 31

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

The relevant By-law 2018-28 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.3

### **Update – Retention of Restructuring Lawyer Fee**

32 - 33

Mover Councillor S. Hollingsworth

Seconder Councillor M. Bruni

Resolved that the report of the Chief Administrative Officer dated 2018 02 05 regarding approval of an additional \$25,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve

**6.4 Tender for Two Trucks with Snow Plows (2018CDE-CS-AR-01-T) 34 - 36**

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

Mover Councillor S. Myers  
Seconder Councillor F. Fata

Resolved that the report of the Manager of Purchasing dated 2018 02 05 be received and that the tender for the supply and delivery of One (1) 8,600 GVW 4x4 ¾ Ton Pick-up Truck c/w Snow Plow as required by the Community Services Department be awarded to Superior Chrysler at their total tendered price of \$43,160.00 plus HST.

**6.5 Finance Committee Revised Terms of Reference 37 - 44**

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

Mover Councillor S. Myers  
Seconder Councillor M. Bruni

Resolved that the report of the Chief Financial Officer and Treasurer dated 2018 02 05 presented on behalf of the Finance Committee regarding revised Terms of Reference be received and that the recommendation of the Finance Committee be approved.

**6.6 Sault Ste. Marie Public Library Reserve Request 45 - 49**

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

Mover Councillor S. Hollingsworth  
Seconder Councillor M. Bruni

Resolved that the report of the Chief Financial Officer and Treasurer dated 2018 02 05 be received and the request of up to \$50,000 from the Library Expansion Reserve for lower lobby washroom renovations at the Centennial Library be approved.

**6.7 Funding for Closed Captioning of Council Meetings 50 - 51**

A report of the Manager of Information Technologies is attached for the consideration of Council.

Mover Councillor S. Hollingsworth  
Seconder Councillor F. Fata

Resolved that the report of the Manager of Information and Technology dated 2018 02 05 regarding potential funding for closed captioning of City Council meetings be received and that closed captioning be referred to the next multi-year barrier removal plan.

6.8	<b>By-law to Restrict the Use of Vehicles on the Hub Trail</b>	52 - 54
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2018-13 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.9	<b>FutureSSM Project Update – Implementation of Community Adjustment Committee Recommendations</b>	55 - 85
	The report of the Deputy CAO, Community Development and Enterprise Services is attached for the information of Council.	
	Mover Councillor S. Hollingsworth Seconder Councillor F. Fata	
	Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 02 05 concerning Future SSM Project Update – Implementation of Community Adjustment Committee Recommendations be received as information.	
6.10	<b>Shape the Sault (New Official Plan)</b>	86 - 88
	A report of the Senior Planner is attached for the information of Council.	
	Mover Councillor S. Hollingsworth Seconder Councillor F. Fata	
	Resolved that the Report of the Senior Planner dated 2018 02 05 concerning Shape the Sault (New Official Plan) be received as information.	
6.11	<b>Transit Advertising</b>	89 - 90
	A report of the Manager of Transit and Parking is attached for the consideration of Council.	
	The relevant By-law 2018-27 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.12	<b>Municipal Law Enforcement Officers</b>	91 - 95
	A report of the Manager of Transit and Parking is attached for the consideration of Council.	
	The relevant By-law 2018-22 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.13	<b>Request to Rename Shore Drive</b>	96 - 97

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

Mover Councillor S. Hollingsworth  
Seconder Councillor F. Fata

Resolved that the report of the Director of Engineering dated 2018 02 05 be received and the recommendation to rename a portion of "Shore Drive" to "Rotary Parkway" be approved; further that the Legal Department be requested to prepare the appropriate by-law.

<b>6.13.1</b>	<b><i>Additional Correspondence</i></b>	<b>98 - 99</b>
<b>6.14</b>	<b>Aqueduct Repairs</b>	<b>100 - 102</b>
	A report of the Director of Engineering is attached for the consideration of Council.	
	Mover Councillor S. Hollingsworth Seconder Councillor M. Bruni	
	Resolved that the report of the Director of Engineering dated 2018 02 05 concerning unforeseen repairs to small aqueducts be received, and that design and contract administration services be awarded to STEM Engineering Inc.	
<b>6.15</b>	<b>McNabb Street / St. George's Avenue EA – Completion</b>	<b>103 - 104</b>
	A report of the Director of Engineering is attached for the information of Council.	
	Mover Councillor S. Myers Seconder Councillor F. Fata	
	Resolved that the report of the Director of Engineering dated 2018 02 05 concerning the McNabb St. Georges EA be received as information.	
<b>6.16</b>	<b>Pim Street Pump Station</b>	<b>105 - 106</b>
	A report of the Land Development and Environmental Engineer is attached for the consideration of Council.	
	The relevant By-law 2018-15 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
<b>6.17</b>	<b><i>Correspondence – Spruce Haven Nature Park</i></b>	<b>107 - 107</b>
<b>7.</b>	<b>Reports of City Departments, Boards and Committees</b>	
<b>7.1</b>	<b>Administration</b>	
<b>7.2</b>	<b>Corporate Services</b>	

7.3	<b>Community Development and Enterprise Services</b>	
7.4	<b>Public Works and Engineering Services</b>	
7.5	<b>Fire Services</b>	
7.6	<b>Legal</b>	
7.6.1	<b>Animal Care and Control By-law</b>	108 - 110
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2018-19 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
7.6.1.1	<b><i>Council Resolution – Animal Care and Control By-law</i></b>	
	Mover Councillor S. Butland Seconder Councillor S. Myers	
	Whereas City Council has been presented with a report and recommendation around consolidation and revision of the City's animal-related by-laws; and	
	Whereas without a statement of exemption or grandfathering being included in the proposed new bylaw, the current operation of Spruce Haven Nature Park would be in contravention of the bylaw; and	
	Whereas the owners of Spruce Haven Nature Park have committed to winding down their operation and not accepting any new animals and do request that City Council allow the natural demise of the aging animals currently at the park; and	
	Whereas for over 30 years the owners of Spruce Haven Nature Park have accepted and cared for sick and injured animals brought to them by residents of Sault Ste. Marie as refuge when no other options existed and conducted hundreds of educational outings for area schools	
	Now Therefore Be It Resolved that City Council direct the City solicitor to include in the proposed new by-law wording such that would exempt or grandfather Spruce Haven Nature Park from complying with any sections of the proposed new bylaw that would otherwise cause the operation to be in a state of non-compliance; and	
	Further be it resolved that consideration be given to forming a written agreement between the City and Spruce Haven stating there will be no further expansion of the current business of Spruce Haven relative to the new animal care and control by-law.	
7.7	<b>Planning</b>	
7.7.1	<b>57T-18-501 – 43 Sinclair Drive</b>	111 - 121

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

Mover Councillor S. Myers  
Seconder Councillor M. Bruni

Resolved that the Report of the Senior Planner dated 2018 02 05 concerning condominium approval application no. 57T-18-5017 be received and that Council grant draft approval of the proposed Vacant Land Condominium, subject to the following conditions:

1. That the owner enters into agreements with PUC Distribution Inc. and the Public Utilities Commission with respect to electrical and water servicing to the development, and that the agreements are registered on title upon final connection; and
2. That the owner adheres to the previously approved Site Plan Agreement (DC614) dated July 2, 2017; more specifically including, but not limited to, stormwater management, site servicing and site grading,

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

## **7.8 Boards and Committees**

### **7.8.1 *Sault Ste. Marie Police Services Board***

Correspondence from Constable Henry Jin, Sault Ste. Marie Police Service regarding Taxi By-law tariff increase is attached for the consideration of Council.

The relevant By-law 2018-29 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

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

### **8.1 Crossing Guard – St. George's Avenue and McNabb Street**

122 - 134

Mover Councillor R. Niro  
Seconder Councillor P. Christian

Whereas St. Basil Catholic Elementary School is located on St. George's Avenue, which is a highly travelled roadway; and

Whereas the parents, students and staff at St. Basil Catholic Elementary School are greatly concerned for the safety of their children who walk to and from school and must cross St. George's Avenue; and

Whereas the Parents' Council of St. Basil Catholic Elementary School has collected 192 names on a petition requesting a crossing guard at the traffic control lights at St. George's Avenue and McNabb Street,

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie accept the petition from the Parents' Council, and further that the request for a

crossing guard be referred to to Public Works and Engineering Services for a study and report back to Council.

## 8.2

### **Residential Driveway Snow Removal**

Mover Councillor S. Myers  
Seconder Councillor S. Hollingsworth

Whereas snow management is a challenging aspect of City operations; and

Whereas no two winters are exactly the same and varying approaches are dictated by weather determinants; and

Whereas this particular winter appears to require more snow cutting on the roadways including residential streets; and

Whereas in so doing large chunks of ice and snow are left in the entryways of many homeowners; and

Whereas under the usual snow removal task homeowners are able to use a domestic snowblower or such; and

Whereas it appears on some occasions included in the City operation of snow cutting on the roadway, the heavy material left in residential driveways is removed with a "one scoop" City blade which creates a manageable task for residential homeowners; and

Whereas there is a "two foot rule" applicable for snowfall and normal plow operations,

Now Therefore Be It Resolved that appropriate staff be requested to report back to City Council on February 20, 2018 outlining the policy and procedure as to when the City will remove the heavier material and when it will not.

## 8.2.1

### ***Brantford Windrow Guidelines***

135 - 136

## 8.3

### **Bloor Street West Exits**

Mover Councillor F. Fata  
Seconder Councillor M. Bruni

Whereas Bloor Street West only exits on to Lyons Avenue; and

Whereas exiting on to Lyons Avenue can be dangerous with speed and a blind spot (road curves) from traffic travelling easterly on Lyons Avenue; and

Whereas the option to exit onto Patrick Street would be much easier and safer for everyone, especially those residing in the neighbourhood;

Now Therefore Be It Resolved that staff be requested to report back to Council, including possible removal of the "no exit" signs to Patrick Street from Bloor Street West.

## 8.4

### **Essar Centre Private Management**

137 - 138

Mover Councillor S. Myers

Seconder Councillor S. Hollingsworth

Whereas the City's premiere event venue Essar Centre opened in the fall of 2006; and

Whereas the facility has been owned, operated and managed by the City of Sault Ste. Marie from the beginning; and

Whereas there is an option for the City to consider contracting with a private management company; and

Whereas City Council has not had a report outlining the advantages and disadvantages of private management vs. City management of the Essar Centre; and

Whereas the last five year's average loss for the Essar Centre is \$437,585.76 and is budgeted to be \$626,890.41 in 2018; and

Whereas the City of Kingston has contracted with a private management company for running the 10-year-old and 6,700 seat Rogers K-Rock Centre; and

Whereas Kingston City Council did enter into a new five year contract last year whereby the City is guaranteed 100% of the first \$550,000 of profit; and

Whereas Sault Ste. Marie City Council must have detailed information in order to ascertain any opportunity to seek private management of the Essar Centre and stem the flow of loss,

Now Therefore Be It Resolved that staff be requested to report back to City Council by August 2018 providing the following:

1. examples of other similar sized municipalities with a similar facility being operated privately
2. what process and time line would be required for City Council to consider the option of private management of the Essar Centre

#### **8.4.1**

#### ***Additional Information***

**139 - 141**

#### **8.5**

#### **Shadows of the Mind Film Festival**

Mover Councillor R. Niro

Seconder Councillor L. Turco

Whereas the Shadows of the Mind Film Festival runs from Monday, February 26 to Sunday, March 4, 2018; and

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

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

Whereas the primary venue for the film festival is the Grand Theatre; and  
Whereas on some days during the week, the film festival will have films and panel discussions all day long; and

Whereas many patrons of the film festival attend in the morning and stay for the entire day, having lunch and dinner in the downtown area including 3195 filmgoers in 2017,

Now Therefore Be It Resolved that the 2-hour daily parking limit be waived at the Brock Albert parking lot to permit full free parking from Monday, February 26, 2018 to Friday March 4, 2018, all during the week of the Shadows of the Mind Film Festival.

9. **Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
10. **Adoption of Report of the Committee of the Whole**
11. **Consideration and Passing of By-laws**

Mover Councillor S. Myers  
Seconder Councillor F. Fata

Resolved that all by-laws under item 11 of the Agenda under date 2018 02 05 be approved.

11.1	<b>By-laws before Council to be passed which do not require more than a simple majority</b>	
11.1.1	<b>By-law 2018-13 (Regulations) E-Bikes on the Hub Trail</b>	142 - 147
	A report from the Solicitor/Prosecutor is on the Agenda.	
	Mover Councillor S. Myers Seconder Councillor F. Fata	
	Resolved that By-law 2018-13 being a by-law to restrict the use of vehicles on the Hub Trail be passed in open Council this 5th day of February, 2018.	
11.1.2	<b>By-law 2018-15 (Agreement) Pim Street Pump Station</b>	148 - 168
	A report from the Land Development and Environmental Engineer is on the Agenda.	
	Mover Councillor S. Myers Seconder Councillor F. Fata	
	Resolved that By-law 2018-15 being a by-law for the Pim Street Pump Station inspection and upgrades be passed in open Council this 5th day of February, 2018.	
11.1.3	<b>By-law 2018-19 (Regulations) Animal Care and Control</b>	169 - 202

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

Mover Councillor S. Myers  
Seconder Councillor F. Fata

Resolved that By-law 2018-19 being a by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie be passed in open Council this 5th day of February, 2018.

**11.1.4 By-law 2018-22 (Parking) Municipal Law Enforcement Officers 203 - 206**

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

Mover Councillor S. Myers  
Seconder Councillor F. Fata

Resolved that By-law 2018-22 being a by-law 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 5th day of February, 2018.

**11.1.5 By-law 2018-24 (Zoning) 105 Allard Street 207 - 209**

Council Report was passed by Council resolution on January 22, 2018.

Mover Councillor S. Myers  
Seconder Councillor F. Fata

Resolved that By-law 2018-24 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 105 Allard Street (Trevor Sawchyn) be passed in open Council this 5th day of February, 2018.

**11.1.6 By-law 2018-25 (Zoning) 185 Pittsburgh Avenue (Tony Stirpe) 210 - 212**

Council Report was passed by Council resolution on January 22, 2018.

Mover Councillor S. Myers  
Seconder Councillor F. Fata

Resolved that By-law 2018-25 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 185 Pittsburgh Avenue (Tony Stirpe) be passed in open Council this 5th day of February, 2018.

**11.1.7 By-law 2018-26 (Development Control) 185 Pittsburgh Avenue (Tony Stirpe) 213 - 215**

Council Report was passed by Council resolution on January 22, 2018.

Mover Councillor S. Myers  
Seconder Councillor F. Fata

Resolved that By-law 2018-26 being a by-law to designate the lands located at 185 Pittsburgh Avenue an area of site plan control (Tony Stirpe) be passed in open Council this 5th day of February, 2018.

11.1.8	<b>By-law 2018-28 (Agreement) Physician Recruitment</b>	216 - 222
	A report from the Chief Administrative Officer is on the Agenda.	
	Mover Councillor S. Myers Seconder Councillor F. Fata	
	Resolved that By-law 2018-28 being a by-law to authorize the execution of an Operating Service Agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine for Physician Recruitment Funding be passed in open Council this 5th day of February, 2018.	
11.1.9	<b>By-law 2018-29 (Taxis) Amend Schedule "A" By-law 2011-161</b>	223 - 261
	Mover Councillor S. Myers Seconder Councillor F. Fata	
	Resolved that By-law 2018-29 being a by-law to amend Schedule "A" to By-law 2011-161 (A by-law to regulate, licence and govern vehicles used for hire to convey passengers, including brokers, owners, and drivers of taxicabs, limousines, wheelchair accessible vehicles and hotel shuttles) and to repeal By-law 2011-200, By-law 2014-183 and By-law 2015-72 be passed in open Council this 5th day of February, 2018.	
11.1.10	<b>By-law 2018-30 (Agreement) Independent Claims Adjusting Services</b>	262 - 301
	Council Report was passed by Council resolution on January 22, 2018.	
	Mover Councillor S. Myers Seconder Councillor F. Fata	
	Resolved that By-law 2018-30 being a by-law to provide adjusting services to the City be passed in open Council this 5th day of February, 2018.	
11.1.11	<b>By-law 2018-27 (Agreement) Transit Advertising</b>	302 - 313
	A report from the Manager of Transit and Parking is on the Agenda.	
	Mover Councillor S. Myers Seconder Councillor F. Fata	
	Resolved that By-law 2018-27 being a by-law for the provision of selling advertising on the Transit Services Division fleet of buses be passed in open Council this 5th day of February, 2018.	
11.2	<b>By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority</b>	
11.3	<b>By-laws before Council for THIRD reading which do not require more than a simple majority</b>	
12.	<b>Questions By, New Business From, or Addresses by Members of Council</b>	

## **Concerning Matters Not Otherwise on the Agenda**

**13.**

### **Closed Session**

Mover Councillor S. Myers  
Seconder Councillor F. Fata

Resolved that this Council proceed into closed session to discuss:

1. a property disposition;
2. property acquisitions;
3. an issue under the *Companies' Creditors Arrangement Act*
4. an issue regarding a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of another;

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

*Municipal Act R.S.O. 2002, section 239 (2):*

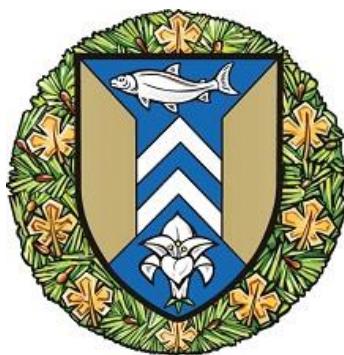
- (c) *a proposed or pending acquisition or disposition of land by the municipality*
- (f) *advice that is subject to solicitor/client privilege*
- (i) *a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization*

**14.**

### **Adjournment**

Mover Councillor S. Hollingsworth  
Seconder Councillor M. Bruni

Resolved that this Council now adjourn.



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

Monday, January 22, 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 O. Grandinetti
Absent:	Councillor J. Krmpotich
Officials:	A. Horsman, R. Tyczinski, M. White, T. Vair, L. Girardi, N. Kenny, P. Niro, S. Schell, P. Johnson, D. Elliott, V. McLeod, P. Tonazzo, T. Vecchio, R. Pihlaja

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

Moved by: Councillor S. Butland  
Seconded by: Councillor O. Grandinetti

Resolved that the Minutes of the Regular Council Meeting of 2018 01 08 be approved.

**Carried**

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

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

#### **3.1 Councillor M. Shoemaker - A-2-18-Z – 185 Pittsburgh Avenue**

eSCRIBE Minutes

Applicant is a client of law firm.

**3.2 Mayor C. Provenzano - Animal Care and Control By-law**

One of the parties is a former client.

**3.3 Mayor C. Provenzano - By-law 2018-19 (Regulations) Animal Care and Control**

One of the parties is a former client.

**3.4 Mayor C. Provenzano - By-law 2017-193 (Lane Closing) Cameron Subdivision**

Recipient is a client of law firm.

**4. Approve Agenda as Presented**

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that the Agenda for 2018 01 22 City Council Meeting as presented be approved.

**Carried**

**5. Proclamations/Delegations**

**5.1 Foundation Fighting Blindness Volunteer Awards**

Dave Ostrowski-Gallant and Nicole Gallant were in attendance.

**5.2 Bon Soo Winter Carnival**

Jeany White, Manager, Bon Soo was in attendance.

**5.3 Crime Stoppers Month**

Carmine Biasucci, Vice-President, Board of Directors and Anita Paci, Executive Secretary/Treasurer were in attendance.

**5.4 Coalition for Algoma Passenger Trains**

Howie Wilcox, Co-chair, Dorothy McNaughton, Co-chair, Linda Savory-Gordon, Member and Riley Smith, First Nations & Stakeholder Engagement Assistant, Missanabie Cree First Nation were in attendance.

Moved by: Councillor P. Christian

Seconded by: Councillor S. Myers

Whereas the Algoma passenger train has not been operating for more than two years, which has resulted in substantial hardships for residents, businesses, communities and other passengers; and

Whereas 75% of properties in proximity to the rail line are inaccessible except by rail service; and

Whereas alternate ways of access are not reliable, safe, year-round, or are non-existent; and

Whereas due to further economic downturns in Algoma district, we cannot afford this loss of train-related employment, economic impact and lack of safe, reliable access to continue, especially for small businesses; and

Whereas passenger train service is necessary for First Nations to access remote regions of their traditional territories, including spiritually significant locations; and

Whereas the Mississineway Cree First Nation-led Mask-wa Oo-ta-ban (Bear Train) – Ontario's first First Nation train – would contribute to reconciliation through First Nation employment and economic opportunities; and

Whereas the passenger train has been the only safe, affordable, all-season access into the Algoma wilderness rail corridor for over 100 years;

Now Therefore Be It Resolved that Sault Ste. Marie City Council support the Coalition for Algoma Passenger Trains to call upon the Minister of Transport to put the Algoma passenger train back in service in order to ensure the mission of Transport Canada to "serve the public interest through promotion of a safe and secure, efficient and environmentally responsible transportation system in Canada" is fulfilled;

and further that the Mayor be authorized to work with North Eastern Ontario Rail Network in its efforts to reinstate Algoma passenger train service.

**Carried**

**5.5 Ice Utilization Study**

John Stevenson, Leisure Plan International Inc. was in attendance regarding Agenda item 6.6.

**5.6 Animal Care and Control**

Jonathan Poitras, Counsel for Spruce Haven Nature Park was in attendance was in attendance regarding Agenda item 7.6.1.

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

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that all the items listed under date 2018 01 22 – Agenda item 6 – Consent Agenda be approved as recommended save and except Agenda item 6.6.

**Carried**

**6.1 2018 Outside Agency Grant Agreements**

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

The relevant By-laws 2018-7, 2018-8, 2018-9, 2018-10, 2018-11 and 2108-12 are listed under item 11 of the Minutes.

**6.2 RFP – General Insurance Services**

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

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Manager of Purchasing dated 2018 01 22 be received and that the proposal submitted by Algoma Insurance Brokers w-AON Insurance to provide General Insurance Services for the City of Sault Ste. Marie, as required by the Legal Department, be approved.

The contract will commence February 28, 2018 and continue for a period of three (3) years.

**Carried**

**6.3 RFP – Independent Claims Adjusting Services**

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

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Manager of Purchasing dated 2018 01 22 be received and that the proposal submitted by Cunningham Lindsey Canada Claims Services Ltd. for the provision of Independent Claims Adjusting Services for the City of Sault Ste. Marie, as required by the Legal Department, be approved.

The contract will commence February 28, 2018 and continue for a period of three (3) years.

**Carried**

**6.4 Tender for Rental of Four (4) Loader/Backhoes (2018PWE-PWT-01-T)**

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

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Manager of Purchasing dated 2018 01 22 be received and that the tender for the supply and delivery of Four (4) Loader/Backhoes on a rental basis for a 26-

week season annually, as required by Public Works, be awarded to Toromont CAT at their weekly rate of \$698.06 plus HST per machine.

The Contract will have a three (3) year term commencing April 30, 2018; with an option to extend for two (2) additional years by mutual consent.

**Carried**

**6.5 Landfill Caterpillar D6T Bulldozer Deficiency Repairs**

The report of the Manager – Waste Management was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Manager – Waste Management dated 2018 01 22 be received and that additional funding of \$26,500 to cover the necessary repairs to the Landfill D6T Bulldozer from the Landfill Reserve be approved.

**Carried**

**6.8 Local Improvements for Simpson Street and Bruce Street**

The report of the City Solicitor was received by Council.

The relevant By-laws 2018-14 and 2018-16 are listed under item 11 of the Minutes.

**6.9 Council Travel**

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that Councillor L. Turco be authorized to travel to Toronto for two days in January 2018 to attend an AMO board meeting at an estimated cost to the City of \$300.

**Carried**

**6.10 New Horizons Seniors Program Grant Agreement**

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

The relevant By-law 2018-20 is listed under item 11 of the Minutes.

**6.6 Ice Utilization Study**

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 01 22 concerning a third party ice time utilization study be received.

Further that Council request staff complete a report that outlines facility options, the cost associated with these options and financing options (including sources of external funding) to add ice capacity to the City's current stock of ice rinks.

**Carried**

**6.7 Street Assumption, Closing and Conveyance – Peer Street**

The report of the City Solicitor was received by Council.

The relevant By-laws 2018-17 and 2018-18 are listed under item 11 of the Minutes.

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

**7.1 Administration**

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.4 Public Works and Engineering Services**

**7.5 Fire Services**

**7.6 Legal**

**7.6.1 Animal Care and Control By-law**

Mayor C. Provenzano declared a conflict on this item. (One of the parties is a former client.)

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

The relevant By-law 2018-19 is listed under item 11 of the Minutes. (See Agenda item 11.1.10 for postponement motion).

**7.7 Planning**

**7.7.1 A-2-18-Z – 185 Pittsburgh Avenue**

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

The report of the Senior Planner was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor O. Grandinetti

Resolved that the Report of the Senior Planner dated 2018 01 22 concerning rezoning application A-2-18-Z be received and that Council rezone the subject property from Low Density Residential (R3) to Low Density (R3.S) with a special exception to permit not more than 15 dwelling units within the existing building upon the subject property, in addition to the uses currently permitted in an R3 Zone, subject to the following:

1. That the R4 building setbacks for an apartment building be utilized, and that the required rear yard setback be reduced from 10m to 9m; and
2. That the property be deemed subject to Site Plan Control.  
and that the Legal Department be directed to prepare the necessary by-law to effect this approval.

**Carried**

**7.7.2 A-3-18-Z – 105 Allard Street**

The report of the Senior Planner was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that the Report of the Senior Planner dated 2018 01 22 concerning rezoning application A-3-18-Z be received and that Council rezone the subject property from Industrial Zone (I) to Medium Density Residential Zone (R4.S) with a special exception to reduce the front yard setback from 7.5m to 5m for the proposed 24-unit apartment building only and that the Legal Department be directed to prepare the necessary by-law to effect this approval.

**Carried**

**7.8 Boards and Committees**

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

**8.1 Warming Shelter Plan**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Whereas the City of Sault Ste. Marie's current Emergency Management Plan only provides for warming shelters in the event of widespread power outages; and

Whereas warming shelters protect the most vulnerable in the City, especially the homeless, in times of extreme cold across the City; and

Whereas the City of Sault Ste. Marie has recently experienced a significant period of extreme cold;

Now Therefore Be It Resolved that appropriate staff, in conjunction with any other service provider who wishes to participate, be directed to bring forward to Council a cold-weather response plan that aims to protect the most vulnerable people in the City from the extreme cold weather.

**Carried**

**8.2 Letter to MPP and Minister of Labour Regarding Construction Employer Designation**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor O. Grandinetti

Whereas the Ontario Labour Relations Board (OLRB) decision to designate the City of Sault Ste. Marie as a construction employer in 1987 has meant that a monopoly on City construction work is held by two specific unions, to the exclusion of all other unionized and non-unionized businesses; and

Whereas the City of Sault Ste. Marie has directed its staff to prepare and implement the necessary changes to the City's practices in order for it to challenge its construction employer designation; and

Whereas the City of Sault Ste. Marie recognizes that a legislative fix to the Ontario Labour Relations Act would be the quickest and most inexpensive way for the City to shed its designation as a Construction Employer; and

Whereas the City of Sault Ste. Marie supports and encourages a change to the Ontario Labour Relations Act such as the one previously proposed by MPP Michael Harris of Kitchener-Conesoga;

Now Therefore Be It Resolved that the City of Sault Ste. Marie, through the Mayor's Office, set out in a letter to MPP Ross Romano and Minister of Labour Kevin Flynn the City's position and desire to see a change to the *Ontario Labour Relations Act* that would exclude the City of Sault Ste. Marie from the definition of a Construction Employer.

**Carried**

**8.3 Traffic Lights Gore/Albert and Albert/Andrew Streets**

Moved by: Councillor L. Turco

Seconded by: Councillor O. Grandinetti

Whereas in or about the fall of 2016 following construction in the Gore Street area traffic lights were removed from the intersections of Gore and Albert Streets and Albert and Andrew Streets; and

Whereas after the traffic lights were removed from these intersections, there appeared to be more accidents occurring in the immediate months following; and

Whereas City staff suggested that the drivers need time to get used to the new intersections; and

Whereas ample time has passed and this does not appear to be the case; and

Whereas the following actions were taken by Public Works as per the direction of City Council on August 21, 2017

- extra-large stop signs were installed replacing existing signs
- “New” starburst signs indicating the “STOP sign” were installed
- Thermoplastic wording was installed on the roadway stating “ STOP AHEAD”; and

Whereas PWT indicated that staff would continue to monitor the intersections and provide updates to Council; and

Whereas to date the situation has not improved and current statistics indicate that there are unprecedented numbers of accidents involving these intersections with the Gore and Albert Street intersection ranking first as having the most accidents for the year 2017 and Gore and Andrew Streets ranking second; and

Whereas on one day alone in January 2018, there were three accidents with personal injuries at the Albert and Gore Street intersection; and

Whereas the neighbours continue to be upset; and

Whereas the sightlines at Albert and Gore Streets continue to be a concern to drivers who park on the west side of Gore Street making it difficult to see oncoming traffic on Gore Street at the Albert Street intersection; and

Whereas the City has recently purchased properties on Gore Street that could provide off-street parking to businesses on Gore Street to alleviate the sightline problem by removing some of the parking spots;

Now Therefore Be It Resolved that staff be requested to further investigate these scenarios and bring a recommendation back to Council by the March 5th Council meeting to rectify this problem including the reinstallation of the traffic lights at these two intersections.

<b>Recorded</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		
Councillor S. Myers	X		
Councillor S. Hollingsworth	X		
Councillor J. Hupponen	X		
Councillor L. Turco	X		
Councillor M. Shoemaker		X	

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

**Carried**

- 9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
- 10. Adoption of Report of the Committee of the Whole**
- 11. Consideration and Passing of By-laws**
- 11.1 By-laws before Council to be passed which do not require more than a simple majority**

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that all By-laws under item 11 of the Agenda under date 2018 01 22 be approved save and except By-laws 2018-19, 2018-18, 2018-17 and 2017-193.

**Carried**

#### **11.1.1 By-law 2018-6 (Agreement) Minister of Transportation Dedicated Gas Tax Funds**

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-6 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program be passed in open Council this 22nd day of January, 2018.

**Carried**

#### **11.1.2 By-law 2018-7 (Agreement) Sault Ste. Marie Museum (49th Field Regiment RCA Historical Society) Grant**

Moved by: Councillor P. Christian

Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-7 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society for a grant for up to One Hundred Eighty-One Thousand and Ninety-One (\$181,091.00) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area be passed in open Council this 22nd day of January, 2018.

**Carried**

**11.1.3 By-law 2018-8 (Agreement) Safe Communities Sault Ste. Marie Grant**

Moved by: Councillor P. Christian  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-8 being a by-law to authorize the execution of the Agreement between the City and Safe Communities Sault Ste. Marie for a grant in the amount of Forty Thousand (\$40,000.00) Dollars with the mission of making Sault Ste. Marie a safe place to live, learn, work and play by providing education and commitment to injury prevention be passed in open Council this 22nd day of January, 2018.

**Carried**

**11.1.4 By-law 2018-9 (Agreement) Soo Pee Wee Arena Grant**

Moved by: Councillor P. Christian  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-9 being a by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full be passed in open Council this 22nd day of January, 2018.

**Carried**

**11.1.5 By-law 2018-10 (Agreement) The Bushplane Museum Grant**

Moved by: Councillor P. Christian  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-10 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a The Bushplane Museum for a grant in the amount of One Hundred and Seventy-Five Thousand (\$175,000.00) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as serve as a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 22nd day of January, 2018.

**Carried**

**11.1.6 By-law 2018-11 (Agreement) Art Gallery of Algoma Grant**

Moved by: Councillor P. Christian  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-11 being a by-law to authorize the execution of the Agreement between the City and Art Gallery of Algoma for a grant in the amount of Two Hundred Eighty Thousand Seven Hundred Eighty-Five (280,785.00) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors be passed in open Council this 22<sup>nd</sup> day of January 2018.

**Carried**

**11.1.7 By-law 2018-12 (Agreement) Algoma University Grant**

Moved by: Councillor P. Christian  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-12 being a by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000.00) Dollars to assist in the provision of library resources and financial scholarships for local students be passed in open Council this 22<sup>nd</sup> day of January 2018.

**Carried**

**11.1.11 By-law 2018-20 (Agreement) New Horizons Seniors Program Grant**

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

Resolved that By-law 2018-20 being a by-law for funding to support active healthy lifestyle programming be passed in open Council this 22nd day of January, 2018.

**Carried**

**11.1.12 By-law 2018-21 (Regulations) Bon Soo Block Party Noise Exemption**

Moved by: Councillor P. Christian  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-21 being a by-law to exempt the Bon Soo Block Party on February 3, 2018 from 9:00 a.m. to 9:00 p.m. from Noise Control By-law 80-200 be passed in open Council this 22nd day of January, 2018.

**Carried**

**11.1.13 By-law 2018-23 (Regulations) Bon Soo Ice Bar Noise Exemption**

Moved by: Councillor P. Christian  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-23 being a by-law to exempt the Bon Soo Winter Carnival - Ice Bar on Friday, February 2, 2018 from 5:00 p.m. to 12:00 a.m. and on Saturday, February 3, 2018 from 12:00 p.m. to 12:00 a.m. from Noise Control By-law 80-200 be passed in open Council this 22nd day of January, 2018.

**Carried**

#### **11.1.8 By-law 2018-17 (Street Assumption) Peer Street**

Moved by: Councillor P. Christian  
Seconded by: Councillor O. Grandinetti

Resolved that by-law 2018-17 being a by-law to assume for public use and establish as a public street Peer Street described as PIN 31486-0010 (LT) PCL STREETS-1 SEC 1M448; PEER ST PL 1M448 RANKIN LOCATION; SAULT STE. MARIE and 0.30m Reserve on the Easterly limit of Peer Street described as PIN 31486-0009 (LT) PCL 9-1 SEC 1M448; BLK 9 PL 1M448 RANKIN LOCATION; SAULT STE. MARIE, Peer Subdivision be passed in open Council this 22nd day of January, 2018.

**Carried**

#### **11.1.10 By-law 2018-19 (Regulations) Animal Care and Control**

Mayor C. Provenzano declared a conflict on this item. (One of the parties is a former client.)

Councillor P. Christian assumed the role of Acting Mayor in the absence of the Mayor due to a pecuniary interest.

Moved by: Councillor P. Christian  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-19 being a by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie.

**Postponed**

#### **Postponement:**

Moved by: Councillor J. Hupponen  
Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2018-19 be postponed to February 5, 2018 to allow the party and the party's Counsel time to meet with City legal staff.

**Carried**

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

**11.2.1 By-law 2018-14 (Local Improvement) Bruce Street**

Moved by: Councillor S. Butland  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-14 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Bruce Street from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 and to repeal By-law 2017-219 be passed in open Council this 22nd day of January, 2018.

**Carried**

**11.2.2 By-law 2018-16 (Local Improvement) Simpson Street**

Moved by: Councillor S. Butland  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-16 being a by-law to authorize the construction of sanitary sewer private drain connection and Class "A" pavement on Simpson Street from Wellington Street East to Queen Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 and to repeal By-law 2017-220 be read a FIRST and SECOND time in open Council this 22nd day of January, 2018.

**Carried**

**11.1.9 By-law 2018-18 (Street Closing & Conveyance) Peer Street**

Moved by: Councillor P. Christian  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2018-18 being a by-law to stop up, close and authorize the conveyance of Peer Street and a 0.30m Reserve on the Easterly limit of Peer Street in the Peer Subdivision, Plan 1M448 be passed in open Council this 22nd day of January, 2018.

**Carried**

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

**11.3.1 By-law 2017-193 (Lane Closing) Cameron Subdivision**

Mayor C. Provenzano declared a conflict on this item. (Recipient is a client of law firm.)

Councillor P. Christian assumed the role of Acting Mayor in the absence of the Mayor due to a pecuniary interest.

Moved by: Councillor S. Butland  
Seconded by: Councillor O. Grandinetti

Resolved that By-law 2017-193 being a by-law to stop up, close and authorize the conveyance of a portion of Cameron Lane in the Cameron Subdivision, Plan 310, PT PIN 31541-0279 CAMERON LANE BEING PT 1 1R13380 SAULT STE. MARIE be read the THIRD time in open Council and finally passed this 22nd day of January, 2018.

**Carried**

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

**13. Closed Session**

Moved by: Councillor S. Butland  
Seconded by: Councillor O. Grandinetti

Resolved that this Council proceed into closed session to discuss:

a property disposition;  
labour relations / employee negotiations

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) proposed or pending acquisition or disposition of land by the municipality and section 239 (2)(d) labour relations / employee negotiations.*

**Carried**

**14. Adjournment**

Moved by: Councillor S. Butland  
Seconded by: Councillor O. Grandinetti

Resolved that this Council now adjourn.

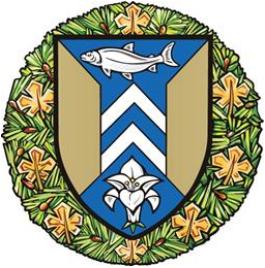
**Carried**

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Mayor

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Deputy City Clerk



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

### C O U N C I L   R E P O R T

February 5, 2018

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

**AUTHOR:** Al Horsman, CAO

**DEPARTMENT:** Chief Administrative Officer

**RE:** Physician Recruitment Committee – Renewal of Operating Service Agreement

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#### **PURPOSE**

Seek approval to execute the Physician Recruitment Committee Operating Service Agreement through By-law 2018-28 found in the By-law section of the February 5, 2018 Council Agenda as executed by the CAO and Mayor as the designated Physician Recruitment Committee members.

#### **BACKGROUND**

At its meeting of May 28, 2001 Council passed a resolution to establish a Physician Recruitment Committee (PRC). The PRC was struck to work with the Sault Area Hospital (SAH) and Group Health Centre (GHC) to make recommendations to City Council regarding availability of physicians in the community. PRC also was to consider the potential need for the city to become more actively involved in physician recruitment. Since its establishment, the PRC developed a terms of reference, procedural protocols and recruitment policies (including incentives). It regularly provided progress reports to Council up to 2006 after which the reports were provided directly to the PRC Committee. Funding for the PRC was provided for through a multilateral operating service agreement executed through the Committee designated appointees for the respective parties.

At its meeting of October 11, 2016 Council approved the execution of a revised contribution agreement. At that time, the PRC recognized that the level of expenditure could be reduced to reflect past year's actual spending experiences. The approved operating service agreement sought a reduction in contributions for the executing parties to \$80,000 (\$20,000 less than previous years) for the City and \$60,000 for SAH and GHC respectively.

#### **ANALYSIS**

Due to the expiration of the current agreement, the PRC has approved a new agreement to extend the contract for one more year under the same conditions executed in the 2017 agreement including funding which remains at the levels approved by Council at its meeting of October 11, 2016.

### **FINANCIAL IMPLICATIONS**

The City's annual contribution share is set at \$80,000. The GHC and SAH contributions would be \$60,000 each annually payable on June 1 each year. The Algoma West Academy of Medicine would continue to make satisfactory in-kind annual contributions. The City's share is paid from reserves and is provided for in the 2018 budget and will be provided in the future year budget as required.

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

This item directly relates to the Community Development and Quality of Life Strategic focus areas found in the 2016-2020 Corporate Strategic Plan.

### **RECOMMENDATION**

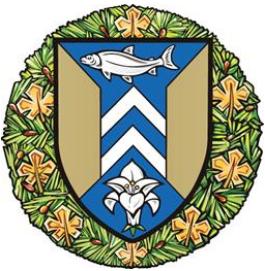
It is therefore recommended that Council take the following action:

By-law 2018-28 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Al Horsman  
Chief Administrative Officer  
[cao.horsman@cityssm.on.ca](mailto:cao.horsman@cityssm.on.ca)



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

## C O U N C I L   R E P O R T

February 5, 2018

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

**AUTHOR:** Al Horsman

**DEPARTMENT:** Chief Administrative Officer

**RE:** Update - Retention of Restructuring Lawyer Fee

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### **PURPOSE**

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

### **BACKGROUND**

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

On February 22, 2016 Council approved \$175,000 for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of ESAI funded from the Contingency Reserve. Additional funding was approved from the Contingency Reserve, bringing the total to \$475,000, the majority of which has been expended.

### **ANALYSIS**

As of the date of this report, an agreement in principle has been reached with the Lenders regarding pre and post-filing taxes owed as well as a post CCAA conclusion path forward.

Despite the agreement being reached, it is subject to a successful conclusion of the CCAA proceedings. There also remains other matters being dealt with in the CCAA process that require continued monitoring and legal assistance to present City interests. For example, most recently the City charged its external counsel Aird & Berlis to orally present, at a January 25, 2018 CCAA hearing, the City's concerns that this process is taking too long at an impact to the community – a sentiment agreed to by the presiding judge in his ruling.

### **FINANCIAL IMPLICATIONS**

Additional reserve resources are required to ensure that the City's priority lien status is upheld, that the taxes due are collected as agreed and City's interests are maintained in the CCAA process. Staff is recommending that an additional \$25,000 from the Contingency Reserve be approved.

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

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

### **RECOMMENDATION**

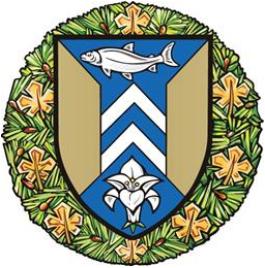
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Administrative Officer dated February 5, 2018 regarding the approval of an additional \$25,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

Respectfully submitted,

*Al Horsman*

Al Horsman, CAO  
705.759.5347  
[cao.horsman@cityssm.on.ca](mailto:cao.horsman@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

February 5, 2018

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

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

**DEPARTMENT:** Finance Department

**RE:** Tender for Two (2) 8,600 GVW 4x4 ¾ Ton Pick-Up Trucks c/w Snow Plows (2018CDE-CS-AR-01-T)

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#### **PURPOSE**

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

#### **BACKGROUND**

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held January 9, 2018 with the Deputy City Clerk in attendance.

#### **ANALYSIS**

The tenders received have been thoroughly evaluated and reviewed with the Manager of the Essar Centre and the Facilities Coordinator-Maintenance - CSD, and the low tendered price, meeting specifications, has been identified on the attached summary.

#### **FINANCIAL IMPLICATIONS**

The low tendered price for these vehicles is \$43,919.62 including non-rebatable HST per unit.

The Council approved the allocation of \$65,000 in the 2018 Capital Budget for the purchase of two (2) of these vehicles. This allocation supports the purchase of one (1) unit only at the tendered pricing.

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

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

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

2018 02 05

Page 2

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2018 02 05 be received and the recommendation that the tender for the supply and delivery of One (1) 8,600 GVW 4x4 ¾ Ton Pick-up Truck c/w Snow Plow, as required by the Community Services Department, be awarded to Superior Chrysler at their total tendered price of \$43,160.00 plus HST, be approved.

Respectfully submitted,



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

**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**  
**2018 Budget Allocation : \$65,000.00**

**RECEIVED: January 9, 2018**  
**File #2017CDE-CS-AR-01-T**

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

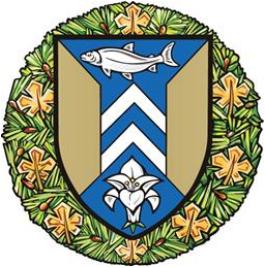
<b><u>Firm</u></b>	<b><u>Manufacturer/Model</u></b>	<b><u>Delivery</u></b>	<b><u>Warranty</u></b>	<b><u>Tendered Price Per Unit (HST Extra)</u></b>	<b><u>Remarks</u></b>
Commercial Truck Equipment Corp Woodstock, ON	2018 Ford F250 Meyer Lot Pro LP-8.0 Plow Package	90-100 w/days	3 yrs/60,000 kms Basic 5 yr/100,000 Powertrain	\$45,676.00	Meets Specifications
Maitland Ford Lincoln Sault Ste. Marie, ON	2018 Ford F250 Western Pro Plus Plow Package	not stated	3 yrs/60,000 kms Basic 5 yr/100,000 Powertrain	\$44,458.21	Meets Specifications
Prouse Chevrolet Sault Ste. Marie, ON	2018 Chevrolet Silverado Western Pro Plus Plow Package	45 w/days	3 yrs/60,000 kms Basic 5 yr/160,000 Powertrain	\$46,495.00	Meets Specifications
Superior Chrysler Sault Ste. Marie, ON	2018 RAM 2500 ST Boss Plow Package	60 w/days	3 yrs/60,000 kms Basic 5 yr/100,000 Powertrain	\$43,160.00	Meets Specifications

NOTE: The low tendered price on a per unit basis, meeting specifications, is boxed above.

The total cost to the City will be \$43,919.62 including the non-rebatable portion of the HST.

It is my recommendation that the low tendered price for one unit, meeting specifications, as submitted by Superior Chrysler, be accepted.

**Tim Gowans**  
**Manager of Purchasing**



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

**C O U N C I L   R E P O R T**

February 5, 2018

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

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

**DEPARTMENT:** **Corporate Services**

**RE:** **Finance Committee Revised Terms of Reference**

---

**PURPOSE**

On behalf of the Finance Committee, staff is bringing forward the Committee's recommendations to revise their Terms of Reference for the approval of Council. This report is in response to the March 6, 2017 Council resolution:

Whereas the City is responsible to ensure that the fundamentals of effective financial management are practiced and upheld to safeguard the City's finances; and

Whereas many residents care as to how City Council sets, evaluates, controls and thinks strategically about budgets throughout the fiscal year; and

Whereas the City is committed to being open and transparent with taxpayers – reporting approved quarterly updated financial reports to Council outlining actual expenditures and revenues conforming to budget; and

Whereas it is the responsibility of City Council to implement prudent financial decisions – not for the short but for the long term – ensuring a healthy financial future; and

Whereas it is imperative that matters relating to the finances of the municipality, including, without limitation, the development and implementation of the City's long-term strategic financial plan, internal and external audits, budget policy, budget monitoring, tax policies and policy direction and prioritization relating to financial matters and budgets be thoroughly examined; and

Whereas it may be prudent to eliminate financial policies that may constrict or cause limitations to the City's short and/or long term financial planning;

Now Therefore Be It Resolved that staff review and report back regarding revising the terms of reference for the Finance Committee that may take into consideration the following:

## Finance Committee Revised Terms of Reference

2018 02 05

Page 2.

- develop and implement the City's long-term strategic financial plan
- set budget policy
- budget monitoring
- set tax policies
- review revenue and expenditures, comparing figures to budget projections
- establish and approve the City's budget or make recommendations to Council on the final budget
- report quarterly updates to Council

## BACKGROUND

The Finance Committee reviewed the Council resolution regarding their Terms of Reference (TOR) and have made several key changes to the TOR for Council to consider.

Finance staff as resources and non-voting members of the Finance Committee are presenting this report on behalf of the voting members of the Finance Committee. The following resolution of the Finance Committee is being brought forward to Council:

Moved by: Marchy Bruni

Seconded by: Rick Niro

Resolved that the Finance Committee's revised Terms of Reference be recommended to City Council for approval.

## ANALYSIS

The following are the key changes being recommended to the TOR:

### Committee Composition:

The Committee is recommending the addition of two (2) skills-based external voting members. The committee will then be either 5 or 7 voting members versus the current 3 or 5, of which are currently only members of Council.

Senior Finance staff will be removed from Committee membership as they participate as a resource and not members of the Committee.

### Role and Mandate:

The role and mandate of the Committee has been expanded to include hearing presentations, delegations and receiving correspondence regarding tax policy, capital and operating budgets and other financial policies.

Functions:

The audit committee function now includes participation in the selection of the auditor through the approved Procurement Policies and Procedures By-law.

Additional Responsibilities:

Several new responsibilities are being added.

- Review and recommendation to Council the priority ranking criteria used for capital budget projects
- Establish the budget input process and expand to include providing a summary and recommended follow up to Council
- Addition of oversight of service level reviews, including proposed changes to existing service levels, or the introduction of new services or programs delivered
- Review funding from other levels of government, operating and capital, and propose strategies to address deficiencies, as directed by Council.

Delegations:

Requests for delegations to present to the Finance Committee will follow the City's Procedural By-law.

The revised Terms of Reference are appended to this report.

The Sault Ste. Marie Chamber of Commerce has provided a message to the Finance Committee regarding the Terms of Reference, a copy of which is appended to this report (Appendix B).

## **FINANCIAL IMPLICATIONS**

There are no financial implications relating to changing the Finance Committee Terms of Reference. External members would be voluntary positions with no cost associated.

## **STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2018 02 05 presented on behalf of the Finance Committee regarding the revised Terms of Reference be received and that the recommendation of the Finance Committee to accept be approved.

Finance Committee Revised Terms of Reference

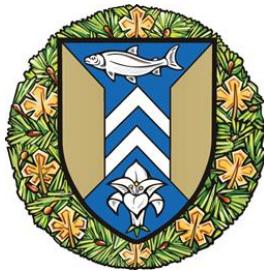
2018 02 05

Page 4.

Respectfully submitted,



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



## **Finance Committee Terms of Reference (February 5, 2018)**

### **Committee Composition**

The Finance Committee shall be comprised of 3 or 5 members of Council (voting) and 2 external skill-based members (voting). The Committee Chair is a member of Council.

### **Meetings**

The Finance Committee shall meet at least 4 times a year based upon Committee approved annual schedule. Additional meetings may be authorized by the Chair at the request of any member of the Committee, at the request of the City's auditors, or at the request of any member of Council.

### **Role and Mandate**

- The Finance Committee will review and advise City Council on matters relating to financial reporting and assurance that an effective control and governance framework is in place, including but not limited to, hearing presentations, delegations and receiving correspondence regarding tax policy, capital and operating budgets and other financial policies.

### **Functions of the Finance Committee**

#### **1. Audit Planning and Preparation**

- Review with the auditors the scope of the current year's audit, including areas where the auditors have identified a risk of potential error in the financial condition and/or results of operation
- Assess whether appropriate assistance is being provided to the auditors by the organizations staff

- Review control weaknesses detected in the prior year's audit, and determine if all practical steps have been taken to overcome them

## 2. Annual Financial Statements

- Receive and review the audited financial statements of the Corporation and report to Council prior to the Council's approval thereof
- Review audited financial statements, in conjunction with the report of the external auditor, and obtain an explanation from management of all significant variances between comparative reporting periods
- Recommend approval of the financial statements to Council
- Enquire about changes in professional standards or regulatory requirements

## 3. Audit Results

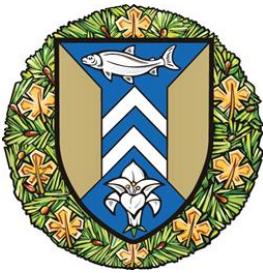
- Review the auditor's proposed report on the financial statements
- Review the auditor's management letter documenting weaknesses in internal control systems and commenting on other matters
- Enquire about changes in the financial systems and control systems during the year
- Enquire into the condition of the records and the adequacy of resources committed to accounting and control
- Enquire into major financial risks found by the organization and the appropriateness of related controls to minimize their potential impact
- Meet privately with the auditors to ascertain whether there are concerns that should be brought to the committee's attention

## 4. Auditor's Appointment

- Meet privately with senior management to ensure that management has no concerns about the conduct of the audit
- Enquire as to the experience and capabilities of the individuals being proposed to conduct the audit and their objectivity and independence
- Participate in selection of auditor through approved Procurement Policies and Procedures By-law
- Recommend to Council the auditors to be appointed and the term of the appointment

## 5. Additional Responsibilities Beyond the Scope of Audit

- Review and receive quarterly financial reports. Monitor variances as reported by management and the City's financial performance and recommend approval to Council



- Review the timetable and guidelines for the preparation of the following year's operating budget
- Review and recommend for approval to Council priority ranking criteria for capital projects for the following year's budget
- Establish budget input process and review results/suggestions. Provide summary and recommended follow up to Council
- Oversee service level reviews, including proposed changes to existing service levels, or the introduction of new services or programs delivered
- Review funding from other levels of government, operating and capital, and propose strategies to address deficiencies, as directed by Council. Recommend and advise Council.
- Review investments and long term debt policies

## 6. Duty to Report

- The Committee Chair is to prepare a report to Council describing the Finance Committee's activities during the past reporting period
- Report to Council actions the Committee has taken and the assistance the committee has had in fulfilling its duties

## 7. Delegations at Meetings

Delegation requests will be reviewed and approved as per the City's Procedural By-law.

## **MESSAGE FROM SSMCOC CEO RORY RING TO COUNCIL FINANCE COMMITTEE MEMBERS**

City Council should be encouraged to accept the proposed Finance Committee Terms of Reference, and that the mandate as presented below fulfills their role within the context of stewardship. The Finance Committee will support, assist and advise Council in fulfilling its Stewardship Role with respect to the financial responsibilities assigned to it under the Municipal Act. This is not to undermine Council but enhance their ability to lead this community. The Finance Committee is not dissimilar to what has been proposed for the Community Roundtable subgroups that will study recommend initiatives that will drive the community forward with input from the community, of whom they are ultimately responsible to, and therefore as is the administration of the City.

### **Mandate**

The Finance Committee will review and advise City Council on matters relating to:

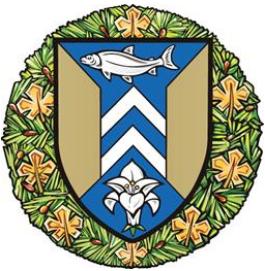
- Financial reporting and assurance that an effective control and governance framework is in place.
- Budgetary considerations encompassing financial priorities, efficiencies and long term planning.
- Tax planning and policy development that is in alignment with achieving economic prosperity and municipal competitiveness, the corporate strategic plan and the goals set out in the Community Roundtable process.

This is an overall preliminary comment assuming that the committee has agreed to accept delegations and hold roundtables, and seek outside membership on the committee based on skill sets. SSMCOC looks forward to providing a more fulsome comment on the final Terms of Reference that will be presented to City Council.

In conclusion, SSMCOC wholeheartedly commends the Finance Committee for proactively redefining the committee terms of reference, which in turn will lead to a more proactive governance of SSM. SSMCOC greatly appreciates the opportunity to collaborate with the committee on this effort and greatly appreciates the opportunity for constructive input.

Rory Ring, CEO, Sault Ste. Marie Chamber of Commerce

\*\*\*\*\*



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

### C O U N C I L   R E P O R T

February 5, 2018

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

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

**DEPARTMENT:** Corporate Services

**RE:** Sault Ste. Marie Public Library Reserve Request

---

#### **PURPOSE**

The purpose of this report is to request the use of the City's Library Expansion Reserve by the Sault Ste. Marie Public Library.

#### **BACKGROUND**

In 2015 the Sault Ste. Marie Public Library (Library) submitted an application to the Canada 150 Community Infrastructure Program. On October 26, 2016 the Library received confirmation that the application was successful and were approved for \$100,000 in matching funds for updates to the Centennial Library.

To date \$50,000 was utilized to complete the re-carpeting, with matching funds provided through Library operations. The lower lobby washrooms are slated to be renovated and to meet current accessibility standards in 2018. The Library is requesting the \$50,000 matching funds from the City's Library Expansion Reserve.

#### **ANALYSIS**

The Library Expansion Reserve is to provide capital requirements of the City-owned library facilities. The Centennial Library facility is owned by the City.

The request from the Library, the approved motion from the Library Board and the City's Letter of Support provided for the application are appended to this report.

#### **FINANCIAL IMPLICATIONS**

There are sufficient uncommitted funds available to match the Canada 150 Community Infrastructure Grant up to \$50,000.

Sault Ste. Marie Public Library Reserve Request

2018 02 05

Page 2.

**STRATEGIC PLAN / POLICY IMPACT**

This request aligns with the Corporate Strategic Plan focus area of Infrastructure, Maintaining Existing Infrastructure.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2018 02 05 be received and the request of up to \$50,000 from the Library Expansion Reserve for lower lobby washroom renovations at the Centennial Library be approved.

Respectfully submitted,



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



**January 18, 2018**

**Re: Capital Funds Request**

Mayor and Council,

I am formally requesting \$50,000 in matching funds from the City's Capital Reserve for bathroom renovations at the Centennial Library. On October 26, 2016 the Library received confirmation that it was successful in its application to the Canada 150 Community Infrastructure Program through Industry Canada. A total of \$100,000 in matching funds was awarded towards updates for the Centennial Library. The first \$50,000 of the grant was used to complete the re-carpeting of the Centennial Library project in 2017. The remainder will be used to update the primary washrooms in the Lower Lobby of the Centennial Library. The bathroom renovation project is estimated to cost \$100,000.

The Lower Lobby washrooms are in desperate need of renovation. They are in disrepair and do not meet current accessibility standards. They are well used by the public especially during community events such as Rotaryfest and Cultural Days. The proposed renovations will make the washrooms compliant with accessibility standards and improvements in lighting and fixtures will provide efficiencies, reducing utility costs.

In order to secure funding from FedNor for the renovations, the project must be completed by March 31, 2018. Please consider this request for necessary upgrades.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew J. MacDonald".

Matthew MacDonald  
Acting CEO/Director of Public Libraries  
Sault Ste. Marie Public Library



**December 6, 2017**

**MOTION:**

Be it resolved that the Acting CEO/Director of Public Libraries be directed to proceed to request matching funds from the capital funds that are held with the City of Sault Ste. Marie in the city's Capital Fund for the Centennial Building, in order to provide matching funds for the Canada 150 Grant that was applied for and received.

**Moved: E. Belair**

**Seconded: T. Nanne-Little**

**CARRIED.**

Nuala Kenny, B.A., LL.B.  
Interim Chief Administrative Officer



99 Foster Drive  
P.O. Box 580, Civic Centre  
Sault Ste. Marie, Ontario  
Canada P6A 5N1  
(705) 759-5347  
(705) 759-5952 (Fax)  
E-Mail:  
[n.kenny@clvasm.on.ca](mailto:n.kenny@clvasm.on.ca)  
[b.berlingieri@cityssm.on.ca](mailto:b.berlingieri@cityssm.on.ca)

2015 06 03

**RE: LETTER OF SUPPORT  
CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM  
SAULT STE. MARIE PUBLIC LIBRARY – FUNDING REQUEST**

To Whom It May Concern:

I am very pleased to provide this letter of support towards the Sault Ste. Marie Public Library application to the Canada 150 Community Infrastructure Program. The Sault Ste. Marie Public Library was built in 1967, to mark Canada's centennial year.

Since that time, it has had a tremendous and beneficial impact to the community and has provided valuable experiences and opportunities to all its citizens, including the surrounding area. In February 2015, the Centennial Library was the winner of the Minister's Award for Excellence. The award was presented by Minister Michael Coteau for creating an amazing experience for all families in its partnership with the Searchmont North Pole Express Train to experience a winter wonderland.

The building is in need of some renovations and plans have been drawn up for renewing the Centennial Library. Should the funding application be approved, carpeting, furniture and lighting would be replaced to update the library.

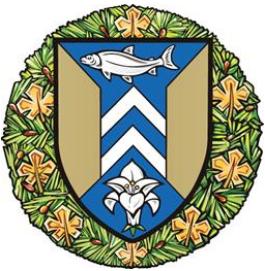
We are in total support of their funding request and should you require further information, please do not hesitate to contact me.

Respectfully submitted,

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

NK:bb

Nuala Kenny  
Interim Chief Administrative Officer



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

### C O U N C I L   R E P O R T

February 5, 2018

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

**AUTHOR:** Frank Coccimiglio, Manager of Information Technology

**DEPARTMENT:** Corporate Services

**RE:** Funding for Closed Captioning of Council Meetings

---

#### **PURPOSE**

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

A February 6, 2017 Council report advised that the cost of closed captioning Shaw broadcasts of City Council meetings was estimated at \$12,000 to \$20,000 annually. Closed captioning of webcasts was estimated at \$12,500 to \$15,000 annually.

A further resolution was passed on February 6, 2017:

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

Be it resolved that staff report back on whether closed captioning for Council meetings can be funded through our existing budget or through other outside funding.

#### **BACKGROUND**

Discussions have been held with the City's Accessibility Co-ordinator regarding potential funding sources for closed captioning who advises that the City's barrier removal fund is exhausted until 2020. Closed captioning of City Council meeting broadcasts/webcasts would fit criteria for barrier removal and might be considered in the next multi-year accessibility plan.

The Canadian Hearing Society (CHS) was also contacted. CHS advises that provincial and federal grants are available from time to time for accessibility purposes and opportunities should be monitored. The City's Accessibility Co-ordinator monitors funding opportunities and is aware of the City's interest in accessing funding for closed captioning.

## Funding for Closed Captioning of Council Meetings

2018 02 05

Page 2.

CHS also suggested accessing the Broadcast Accessibility Fund. This was investigated, however, their website indicates that the fund “is not a production fund. Rather, it is designed to support innovative solutions for greater accessibility to broadcasting content for Canadians with disabilities.”

### **ANALYSIS**

See above.

### **FINANCIAL IMPLICATIONS**

The cost of closed captioning Shaw broadcasts of City Council meetings was estimated at \$12,000 to \$20,000 annually. Closed captioning of webcasts was estimated at \$12,500 to \$15,000 annually.

The Information Technology operating budget does not have available resources. If Council wishes to proceed with this project in 2018, resources allocated to software and hardware requirements will have to be reprioritized. The request may also be referred to the 2019 Operating Budget supplementary requests for deliberation by Council at that time.

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

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

### **RECOMMENDATION**

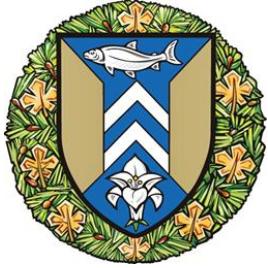
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Information and Technology dated 2018 02 05 regarding potential funding for closed captioning of City Council meetings be received and that closed captioning be referred to the next multi-year barrier removal plan.

Respectfully submitted,



Frank Coccimiglio  
Manager of Information Technology  
705.759.5303  
[f.coccimiglio@cityssm.on.ca](mailto:f.coccimiglio@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

February 5, 2018

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

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

**DEPARTMENT:** Legal Department

**RE:** By-law 2018-13 – By-law to Restrict the Use of Vehicles on the Hub Trail

---

#### **PURPOSE**

The purpose of this report is to provide information related to the use of Vehicles on the John Rowswell Hub Trail (hereinafter: “Hub Trail”) and recommend that City Council approve the supporting Draft By-law which would set out the same.

#### **BACKGROUND**

On July 16, 2012, City Council passed a resolution requesting the Parks and Recreation Advisory Committee in consultation with appropriate City staff, Police Services and the Accessibility Advisory Committee conduct a review of as to what “prescribed mobility devices” and other motorized vehicles should be allowed access to the Hub Trail and report back with possible recommendations (by-law, signage). These discussions resulted in the creation of a Draft By-law that would restrict the operation of certain types of vehicles on the Hub Trail and spoke trails owned by the City while allowing the operation of Personal Mobility Devices for persons with mobility disabilities to continue to benefit from use of the trail.

#### **ANALYSIS**

The provincial government introduced legislation in 2006 which permitted the use of new and alternative vehicles on roads and highways within the province. Along with the new legislation, Ontario initiated several pilot projects for the use of alternative vehicles on highways, including low-speed vehicles and Segways. In 2009, the provincial government passed additional legislation permitting the use of power-assisted bicycles, commonly referred to as E-bikes, on roads and highways in Ontario. Under this new legislation, E-bikes are permitted to travel wherever conventional bicycles are allowed in Ontario. This is inclusive of trail systems located around the City, specifically the Hub Trail.

Following the pilot projects, the Ministry of Transportation of Ontario made E-bikes a permanent vehicle classification, and left the choice to local governments whether or not to prohibit the use of E-bikes on roads, trails, sidewalks or other municipal property. The City's current practice is to consider E-bikes as bicycles, which allows use on City roads, trails and sidewalks pursuant to the *Highway Traffic Act*.

Since E-bikes have made their way to Sault Ste. Marie, the City has received complaints of dangerous situations created by E-bikes and bicycles moving at high rates of speed and taking people by surprise. At around 265lbs, E-bikes are larger in width and weight than bicycles. Also, the electric motors do not emit loud decibels and can propel the vehicle up to 32km/h. It is in the City's best interest to regulate the use of E-bikes on the Hub Trail to limit any exposure, but also it allows the City to establish ground rules for legitimate users of the Hub Trail, one focus being speed.

Our research revealed that the approach taken by other municipalities in the province was to regulate the use of certain types of Vehicles while prohibiting E-bikes from City trail systems. Brantford, Windsor, Hamilton and North Bay are amongst many municipalities that have taken such action. These municipalities took on different approaches, be it by amending their current Traffic By-laws or Parks By-laws to prohibit E-bikes, or, in North Bay's case, restricting the use to pedal mode only when on a trail. The most common action however, was to outright prohibit E-bikes on their respective trails.

Consultation amongst the various groups set out in the July 2012 resolution concluded that the best action is to create a By-law that would prevent the use of E-bikes and other motorized vehicles of like form from using the Hub Trail and its spoke trails, all while ensuring that Personal Mobility Devices which allow persons with a mobility disability to continue to access the Hub Trail and ensure that pedestrians and cyclists can enjoy the trail system without the fear of speedy passersby putting them at risk. An outright prohibition is the most easily enforceable approach in this instance.

It is with the above in mind that the proposed By-law accounts for the types of motorized vehicles that are permitted on the Hub Trail, the speed they may travel, and circumstances under which a vehicle may access the trail. Particular provisions are:

- Section 2, which creates the prohibition;
- Section 3, which allows exceptions for Emergency Services (inclusive of Segways), City and utility maintenance, along with the Sault Ste. Marie Regional Conservation Authority which benefits from certain easements over the Hub Trail and Personal Mobility Devices; and,
- Section 4, which creates a speed limit of 20 km/h.

The various groups assigned to this task, Sault Ste. Marie Police Services, and Legal support this By-law and recommend it to City Council for approval.

**FINANCIAL IMPLICATIONS**

There is no significant financial impact associated with this matter.

**STRATEGIC PLAN / POLICY IMPACT**

No impact on the strategic plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2018-13 being a by-law to Restrict the Use of Vehicles on the Hub Trail appears elsewhere on the agenda and is recommended for approval.

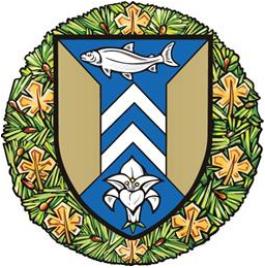
Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor

JK/tj

\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2018\Vehicles on the Hub Trail - By-law.docx



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

### C O U N C I L   R E P O R T

February 5, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** FutureSSM Project Update – the implementation of the Community Adjustment Committee Recommendations

---

#### **PURPOSE**

The purpose of this report is to provide Council with an update on the implementation of recommendations from the Community Adjustment Committee (this project is now being referred to as FutureSSM).

#### **BACKGROUND**

In March 2016, an initiative was approved by Sault Ste. Marie City Council to pursue Provincial funding to assist with the formation of a Community Adjustment Committee (AC) that would study and make recommendations on how to build a more resilient community. The AC had membership from a wide variety of sectors including business, economic development organizations, education, employment service providers, health services, the municipality, social services and unions.

The AC members utilized information from past community planning initiatives, undertook research examining best practices from other jurisdictions, and engaged community members through a variety of direct workshops, online surveys and sub-committee meetings. The AC decided early in its mandate to utilize a four pillar approach to community development. These four pillars are:

1. Economic Diversity and Growth
2. Cultural Vitality
3. Social Equity
4. Environmental Sustainability

With these four pillars in mind, the AC then developed fact sheets for a number of sectors in the community relevant to community development. These fact sheets were called “Reality Checks” and they were placed on a website with

accompanying videos to engage the public and stimulate feedback ([www.futuressm.com](http://www.futuressm.com)).

A number of sub-committees were formed and over the next year the members of the sub-committees provided information to the AC as they developed a final report and recommendations for community development.

The summary report was presented to Council on June 26<sup>th</sup>, 2017 and Council passed a resolution that the Final Recommendations of the Community Adjustment Committee be received as information and that City Council:

1. Endorse the plan as a key stakeholder;
2. Assign responsibility for coordinating implementation to Community Development and Enterprise Services;
3. Request a report outlining the specific steps and required resources to implement the recommendations of the Committee; and
4. Thank the Community Adjustment Committee members, Chair, Project Coordinator and all those involved for the preparation of this report.

On August 21, 2017 an implementation report was presented to City Council and a resolution was passed that resolved that the report be received as information and:

- Further, that Council authorize staff to invest \$444,656 in the implementation plan in 2018 using funds recently reallocated from SSMEDC.
- Further, that Council authorize staff to develop funding applications to seek support for the implementation plan and leverage the City investment into this project.

This report provides an update on the implementation of the FutureSSM project and the work to date seeking funding support from other levels of government.

## **ANALYSIS**

A number of activities are underway to implement the recommendations of the AC:

### **1) Community Engagement**

The foundation of the FutureSSM project is based on the fact that it is a community plan. That is to say it was developed by community members and the success of the plan will hinge on the ongoing involvement and commitment of time and resources by community organizations and citizens.

As such, one of the first steps in the implementation of the plan was to reach out to community organizations across the community to present the plan and gain their support/commitment to be part of the implementation.

Starting in September 2017, the Mayor and Deputy CAO, Community Development and Enterprise Services have made over twenty presentations that involved over sixty community organizations (Attachment A). There are additional presentations scheduled to continue the broad engagement of the community. Each presentation included the “Common Cause and New Direction” presentation provided to Council and requests were made of each organization to provide letters of support for this important community initiative.

The support received from these presentations has been overwhelmingly positive and letters of support from across the community continue to be received (Attachment B).

It is apparent that there is broad community support for this initiative and the goal of engaging the community to continue to be part of the implementation of the plan is on track.

## 2) Community Development Roundtable

Another critical component of the implementation plan and a recommendation of the AC was the formation of a Community Development Roundtable. This roundtable enables the ongoing engagement of the community. As part of the outreach to the community, an enhanced Community Development Roundtable (CDR) structure was proposed that included sub-committees to address priority sectors identified in the AC recommendations (Attachment C).

The CDR will include the leads from each of the sub-committees along with the Mayor. The CAO and Deputy CAO, Community Development and Enterprise services will serve as staff resources to the CDR.

The sub-committees currently proposed would include health, downtown revitalization, economic diversity and growth, education, arts and culture, social equity and energy and the environment. In addition, a special committee will be established specifically focused on building relationships with Indigenous communities in the region. Members of City Council are invited and welcome to participate and can inform the Deputy CAO, CDES which sub-committees they have interest in participating in.

At this point, leads have been approached and accepted the following individuals will make up the initial Community Development Roundtable:

Chair: Mayor Provenzano

Members:

## FutureSSM Project update

2018 02 05

Page 4.

1. Alex Lambert (Health Sector Lead)
2. Brenda Stenta
3. David Nanang (Energy and Environment Lead)
4. Donna Hilsinger (Arts and Culture Lead)
5. Jody Rebek
6. Josh Ingram (Downtown Development Lead)
7. Lucia Reece (Education Lead)
8. Mike Nadeau (Social Equity Lead)
9. Ralph Barker (Economic Diversity and Growth Lead)

Staff Resources:

- Al Horsman, CAO
- Tom Vair, Deputy CAO, Community Development and Enterprise Services

### 3) Funding Applications

In terms of funding applications, both NOHFC and FedNor have approved the project to move to Stage II within their application process. The Stage II applications have been submitted and we will await the final decision from these funding agencies.

### 4) Project Activities

Two projects are underway that fall within the FutureSSM framework, these projects include:

1. Community Promotion – As previously indicated to Council, an external firm has been selected to provide guidance on a strategic framework for community promotion. A number of workshops and input sessions have been held and a public survey will be conducted to gain feedback on the key promotional messages for the city.
2. Sault Summit – As approved at the Dec. 11, 2017 meeting, work is underway for the launch of the Sault Network website and planning for the April 21<sup>st</sup>, 2018 Sault Summit to be held in Toronto. VIP speakers have been invited and a small group made up of City Councillors Paul Christian and Sandra Hollingsworth, staff from the City, EDC and SSMIC and members of the former SooBoys/SooConnected group are engaged in finalizing the logistics, agenda and invitations for the event.

## **FINANCIAL IMPLICATIONS**

The City's contribution of \$444,656 towards this implementation was approved by City Council to come from reallocated funds from the Sault Ste. Marie Economic Development Corporation at the July 31<sup>st</sup>, 2017 special Council meeting.

## **STRATEGIC PLAN / POLICY IMPACT**

This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The implementation mirrors exactly the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

The implementation plan will also address the focus area of “Community Development and Partnerships” and its priorities including Create Social and Economic Activity, Develop Partnerships with Key Stakeholders and Maximize Economic Development and Investments.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

That the report of the Deputy CAO, Community Development and Enterprise Services is received as information.

Respectfully submitted,

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

Tom Vair

Deputy CAO, Community Development and Enterprise Services

705.759.5264

t.vair@cityssm.on.ca

## **Common Cause and New Direction for Sault Ste. Marie Presentations**

<b>Organization/Group</b>		<b>Presentation Date</b>
Algoma University Senior Management		Tuesday, September 12th
Huron Superior Catholic District School Brd.- Sr. Management		Wednesday, September 13th
Great Lakes Forest Research Centre		Thursday, September 14th
DSSAB		Thursday, September 21st
Algoma Steel		Friday, September 22nd
Tenaris Tubes		Wednesday, September 27th
Chamber of Commerce		Thursday, September 28th
Sault Area Hospital		Monday, October 2nd
Algoma Leadership Table - Members Invited:		Tuesday, October 3rd
	Group Health Centre	
	Canadian Mental Health	
	Metis Nation	
	Indian Friendship Centre	
	Algoma Public Health	
	SSM Police Services	
	United Way	
	Sault Area Hospital	
	Missanabie Cree First Nation	
	Local Health Int. Network	
	Children's Aid Society	
	Algoma District School Board	
	Huron Superior School Board	
	DSSAB (Social Services)	
	Ont. Aboriginal Housing	
	OPP	
	Cad. Council Ecological Areas	
	THRIVE	
	Red Cross	
	Community Living Algoma	
Cultural Boards - Boards Invited: (hosted at Bushplane Museum)		Tuesday, October 3rd 5pm
	Historic Sites	

	Cultural Advisory	
	Municipal Heritage	
	Bushplane Museum	
	SSM Museum	
	Art Gallery of Algoma	
	Norgoma	
	Public Library	
	Parks Canada	
	Arts Council	
	Micheal Burtch	
	Fringe Festival	
	Algoma Arts Society	
	Algoma Fall Festival	
	Soo Theatre Workshop	
	Theatre Centre	
	Sault Symphony	
	Algoma Film Society	
	Living History Algoma	
Sault College		Thursday, October 5th
Economic Development Corporation		Tuesday, October 10th
Metis Nation		Wednesday, October 11th
City Staff		Thursday, October 12th
Group Health Centre and Algoma District Medical Group		Monday, October 16th
Downtown Association		Tuesday, October 17th
HSCDSB - Board of Trustees		Wednesday, October 18th
Algoma District School Board		Tuesday, October 24th
SSM Innovation Centre		Friday, October 27th
Algoma University - Board		Thursday, November 2nd
Algoma Public Health Board		Saturday, January 20 <sup>th</sup> , 2018



## Algoma District School Board

644 Albert St. East  
Sault Ste. Marie  
ON P6A 2K7  
Telephone: (705) 945-7111  
FAX: (705) 942-2540  
[www.adsb.on.ca](http://www.adsb.on.ca)

CHAIR  
Jennifer Sarlo

DIRECTOR OF EDUCATION  
Lucia Reece

December 7, 2017

Mayor Provenzano  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

Honourable Mayor Provenzano,

RECEIVED  
JAN - 2 2018  
MAYOR'S OFFICE

On behalf of our Board of Trustees and Senior Administration, we would like to thank you and Deputy CAO Tom Vair for attending our Board Meeting on November 28, 2017 and for sharing the work and the report of the Community Adjustment Committee.

It is, absolutely, a critical time for our community and we will need all sectors to work together to explore new ideas, opportunities and partnerships. We certainly know and appreciate that the success of individuals has a direct impact on the success of communities and we are committed to supporting the province's renewed vision for education that states:

*"Together, we will inspire our children and youth to become capable adults and fully engaged citizens, ready and able to contribute to their families and communities. Our children, youth and adults will develop the skills and the knowledge that will lead them to become personally successful, economically productive and actively engaged citizens. They will become the motivated innovators, community builders, creative talent, skilled workers, entrepreneurs and leaders of tomorrow." (Achieving Excellence: A Renewed Vision for Education in Ontario, p. 1)*

As we see direct connections to our work in education as well as opportunities for further partnerships. Thus, we are pleased to advise that we fully support the upcoming initiatives that will result from the work of the Community Adjustment Committee, and have included a copy of our Board motion that endorses our support. We look forward to working together whenever and wherever possible, and we look forward to building the future of community ... together!

Sincerely,

Jennifer Sarlo  
Chair, Algoma District School Board

Lucia Reece  
Director of Education

cc: Tom Vair, Deputy CAO, Community Development & Enterprise Services



**B.5 Director's Report To The Board**

**Date:** 2017 11 28

**Subject:** COMMUNITY ADJUSTMENT COMMITTEE INITIATIVE

**5.1.0 Background**

- 5.1.1 In April, 2016, the City of Sault Ste. Marie received funding through the "Community Adjustment Program" to bring representatives from a variety of sectors together to develop a multi-functional plan that would improve the city's economic and overall state.

**5.2.0 Information**

- 5.2.1 A Chair, 16 committee members and five resource staff began the work of the Community Adjustment Committee (CAC) in September.
- 5.2.2 The CAC met fourteen times and also held public focus groups, before concluding its work in April 2017 and producing a plan entitled: ***"A Common Cause and New Direction for Sault Ste. Marie."***
- 5.2.3 Mayor Christian Provenzano and Deputy CAO Tom Vair presented the CAC plan to ADSB Trustees and Senior Administration on October 24, 2017 and requested that ADSB consider passing a resolution of support to:
- i) endorse its participation in the community development initiative;
  - ii) appoint a member to sit on the Education and Workforce Development Committee;
  - iii) Collaborate with the city on strategic initiatives we jointly support and;
  - iv) provide input to support our improvement as a community.

**5.3.0 Recommendation**

- 5.3.1 That the Algoma District School Board confirm its support for the community development initiative as outlined in the Mayor's presentation of October 24, 2017 (Attachment B.5 #1) and that our support be confirmed in a letter sent to the Mayor by the Director, which will include a copy of this resolution.

**5.4.0 Proposed Resolution**

- 5.4.1 That the Algoma District School Board confirm its support for the community development initiative as outlined in the Mayor's presentation of October 24, 2017 (Attachment B.5 #1) and that our support be confirmed in a letter sent to the Mayor by the Director, which will include a copy of this resolution.



Res. No. 108-2017

**Algoma District School Board**  
**RESOLUTION**

Moved by Trustee:

Seconded by Trustee:

---

2017 11 28

B.5            **COMMUNITY ADJUSTMENT COMMITTEE INITIATIVE**

5.4.0            **Proposed Resolution**

- 5.4.1 That the Algoma District School Board confirm its support for the community development initiative as outlined in the Mayor's presentation of October 24, 2017 (Attachment B.5 #1) and that our support be confirmed in a letter sent to the Mayor by the Director, which will include a copy of this resolution.

Carried: ✓      Defeated: \_\_\_\_\_      Amended: \_\_\_\_\_

Referred: \_\_\_\_\_      Deferred: \_\_\_\_\_

Jennifer Sarlo  
Chair

Superintendent: \_\_\_\_\_



## ALGOMA LEADERSHIP TABLE

*"Collective impact for community well-being."*

Mental Health

Poverty

Education

Health & Development

Housing/Property

January 16, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

We are writing to follow up on the "Common Cause and New Direction for Sault Ste. Marie" presentation that was recently made to the Algoma Leadership Table and to our executive.

In the presentation, you requested that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. We are pleased to provide this letter as endorsement of our support and as confirmation that the Algoma Leadership Table looks forward to participating in this important community initiative. Our mission statement, "Collective impact for community well-being" aligns well to the city's strategy, and we are pleased to be working collaboratively to build a prosperous Sault Ste. Marie where all citizens can live, work, play and thrive!

Sincerely,

Lucia Reece  
CEO, Algoma District School Board  
Co-Chair

Ali Juma  
CEO, Algoma Family Services  
Co-Chair

# ALGOMA

January 5, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the “Common Cause and New Direction for Sault Ste. Marie” presentation that was recently made to our executive team.

In the presentation a request was made of our organization that we provide a letter of support indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and to offer our Manager of Corporate Communications, Brenda Stenta, to represent Algoma on your Community Development committee wherever you feel she can best be of assistance, and should there be a requirement for other subject matter experts Ms. Stenta will facilitate further representation from Algoma as appropriate.

Algoma looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,

  
Kalyan Ghosh  
President and CEO



January 16, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the "Common Cause and New Direction for Sault Ste. Marie" presentation that was recently made to our organization.

In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that the Art Gallery of Algoma looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,

Jasmina Jovanovic  
Executive Director  
Tel: 705.297.3769  
Email: [jasmina@artgalleryofalgoma.com](mailto:jasmina@artgalleryofalgoma.com)  
10 East Street  
Sault Ste. Marie ON P6A 3C3  
[www.artgalleryfoalgoma.com](http://www.artgalleryfoalgoma.com)



8 January, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the "Common Cause and New Direction for Sault Ste. Marie" presentation that was recently made to our organization.

In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that the Canadian Bushplane Heritage Centre looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,

Michael A. Delfre

Executive Director

Where adventure takes off!



**His Worship Christian Provenzano, Mayor**, City of Sault Ste. Marie  
Cc: Tom Vair, Deputy CAO, Community Development & Enterprise Services  
99 Foster Drive  
Sault Ste. Marie, ON, P6A 5X6

January 5, 2018

**Re: Future Sault Ste. Marie Leadership Roundtable**

Dear Mayor Provenzano:

The Board of Directors for the Sault Ste. Marie Chamber of Commerce thanks you for your presentation of the Community Adjustment Committee process and the individual committee results. In your presentation you also outlined your thoughts on the next steps with the establishment of a Roundtable (Leadership) Committee to advance the goals and objectives identified by the individual sub-committees. The Chamber is requesting to be a committee member of the Community Leadership Committee as well as the Economic Development sub-committee.

Problems faced by communities, individuals and businesses should never be tackled in isolation. What is essential is leveraging partnership synergy for any and all business leaders and visionaries who desire to have impact, influence, or fuel a purposeful legacy. Collaboration and partnerships are here to stay and dreams will and can be realized by working together for common goals.

What is needed now is to move the goals of the Roundtable forward based on mutually agreed upon terms of reference. It is our hope and desire that the proposed Roundtable will bring together this community's leadership / stakeholders that have the ability and organizational skills to accomplish what is needed. We look forward to participating in the achievement of community-focused and mutually beneficial goals.

As Sault Ste. Marie's largest business network and association we represent businesses and organizations that employ over 15,000 persons, 41% of the total workforce locally. As the largest independent & autonomous organization, I hope that you see not only the value we bring to the Economic Development sub-committee but also that we are an invaluable partner that should be at the "Leadership" table.

The challenges ahead are significant & they will require teamwork, collaboration, fortitude, intellect, honesty, transparency and vision. We commend you and the Community Adjustment Committee on the efforts that have been put forth for the "Future Sault Ste. Marie".

As a partner, stakeholder and collaborator in our great City the Chamber looks forward to participating on the Community Roundtable.

Respectfully,

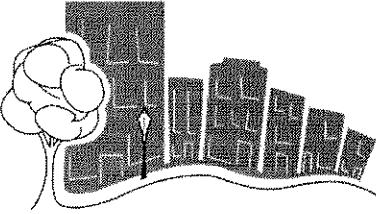
A handwritten signature in blue ink, appearing to read 'Don Mitchell'.

Don Mitchell, 1<sup>st</sup> Vice President

A handwritten signature in blue ink, appearing to read 'Rory Ring'.

Rory Ring, CEO

# DOWNTOWN ASSOCIATION



January 16, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the "Common Cause and New Direction for Sault Ste. Marie" presentation that was recently made to our organization.

In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that The Sault Ste. Marie Downtown Association looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Hayes". The signature is fluid and cursive, with the first name "Bryan" on the left and the last name "Hayes" on the right, though they are connected.

Bryan Hayes  
**Board Chair**  
Downtown Association  
496 Queen St. E  
Sault Ste. Marie, ON  
P6A 1Z2



## Social Services

### District of Sault Ste. Marie Social Services Administration Board

Conseil d'Administration des Services du District Sault Ste. Marie  
Zhawenimi-Anokiitaagewin



### RESOLUTION – AGENDA ITEM 6.1

**Moved by:** P. Christian      **Date:** October 19, 2017

**Seconded by:** J. Krmpotich      **Resolution #:** 17-087

**“BE IT RESOLVED THAT** the District of Sault Ste. Marie Social Services Administration Board support and endorse the City of Sault Ste. Marie’s Common Cause and New Direction initiative consisting of the four pillars of Economic Growth and Diversity, Social Equity, Cultural Vitality, and Environmental Sustainability;

**AND BE IT FURTHER RESOLVED** that the DSSMSSAB continue to collaborate on joint initiatives with the City of Sault Ste. Marie in order to achieve the recommendations outlined in the four pillars of the plan.”

Signature of Chair (Acting Chair)

**CARRIED**  **DEFEATED**  **DEFERRED**  **TABLED**

<u>SUPPORT (in favour)</u>	<u>OPPOSED (against)</u>	<u>ABSENT</u>
<input checked="" type="checkbox"/> D. Edgar (TWOMO) <input checked="" type="checkbox"/> J. Gawn (TWOMO) <input checked="" type="checkbox"/> K. Lamming (Prince Twnshp)  <b>City SSM</b> <input checked="" type="checkbox"/> J. Hupponen <input type="checkbox"/> J. Krmpotich <input checked="" type="checkbox"/> L. Turco <input checked="" type="checkbox"/> M. Bruni <input checked="" type="checkbox"/> P. Christian <input type="checkbox"/> S. Hollingsworth	<input type="checkbox"/> D. Edgar (TWOMO) <input type="checkbox"/> J. Gawn (TWOMO) <input type="checkbox"/> K. Lamming (Prince Twnshp)  <b>City SSM</b> <input type="checkbox"/> J. Hupponen <input type="checkbox"/> J. Krmpotich <input type="checkbox"/> L. Turco <input type="checkbox"/> M. Bruni <input type="checkbox"/> P. Christian <input type="checkbox"/> S. Hollingsworth	<input type="checkbox"/> D. Edgar (TWOMO) <input type="checkbox"/> J. Gawn (TWOMO) <input type="checkbox"/> K. Lamming (Prince Twnshp)  <b>City SSM</b> <input type="checkbox"/> J. Hupponen <input type="checkbox"/> J. Krmpotich <input type="checkbox"/> L. Turco <input type="checkbox"/> M. Bruni <input checked="" type="checkbox"/> P. Christian <input checked="" type="checkbox"/> S. Hollingsworth

<input type="checkbox"/> All Board Members	<input type="checkbox"/> Mgr Early Years	<input type="checkbox"/> MOHLTC	<input type="checkbox"/> Other DSSABs/CMSMs
<input type="checkbox"/> CAO	<input type="checkbox"/> Mgr HR	<input type="checkbox"/> MMAH	<input type="checkbox"/> Corp City of SSM
<input type="checkbox"/> Dir Finance/Admin	<input type="checkbox"/> Fire Chief	<input type="checkbox"/> MED	<input type="checkbox"/> Prince Township
<input type="checkbox"/> Dir Housing Services	<input type="checkbox"/> Mgr EMS	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Mgr Ontario Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**Social Services | Services Sociaux**  
**Zhawenimi-Anokiitaagewin**  
Sault Ste. Marie District

**Here to help.**  
**Ici Pour Aider.**

2018 01 15

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the "Common Cause and New Direction for Sault Ste. Marie" presentation that was recently made to our organization.

In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that the District of Sault Ste. Marie Social Services Administration Board looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Additionally, Social Services is prepared to redirect resources where applicable and appropriate to achieve the four pillars of the plan which fall under our mandate.

Sincerely,

Mike Nadeau  
CAO

January 23/2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the “Common Cause and New Direction for Sault Ste. Marie” presentation that was recently made to our organization. Algoma University recognizes the importance of focus and priorities of this initiative and is excited in assisting with building Sault Ste. Marie into a world class community.

In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative.

I am pleased to provide this letter of support and indicate that Algoma University looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

As, many of the *overarching goals* of this community development initiative align with Algoma University’s Strategic Plan we look forward to collaborating and implementing this important initiative.

Yours sincerely,



Asima Vezina,  
President & Vice Chancellor,  
Algoma University.





Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

January 16, 2018

Dear Mayor Provenzano,

I am writing to follow up on the “Common Cause and New Direction for Sault Ste. Marie” presentation that was recently made to our organization.

In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that the Sault Ste. Marie Innovation Centre looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,

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

Chris Wray  
Board Chair  
Sault Ste. Marie Innovation Centre



65 Willow Avenue  
Sault Ste. Marie, ON  
P6B 5B1  
Tel.: 705-759-5676

January 8, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano:

I am writing to follow up on the "Common Cause and New Direction for Sault Ste. Marie" presentation that was recently made to our organization.

In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that Group Health Centre looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Lambert". It is a cursive script with a long horizontal line extending to the right.

Alex Lambert  
President and Chief Executive Officer

# Huron-Superior Catholic District School Board

John Caputo  
Chairperson

Rose Burton Spohn  
Director of Education



January 10, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the "Common Cause and New Direction for Sault Ste. Marie" presentation that was recently made to our organization.

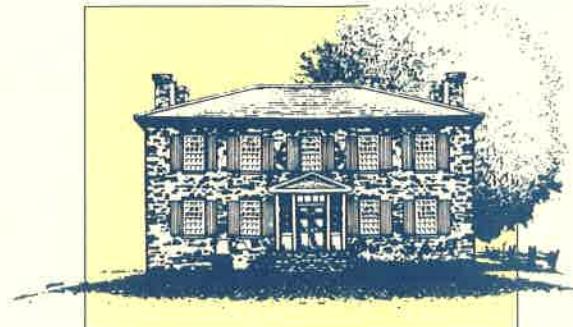
In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that the Huron-Superior Catholic District School Board looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,

Rose Burton Spohn  
Director of Education

Catholic Education Centre

90 Ontario Avenue  
Sault Ste. Marie, ON P6B 6G7  
Tel: (705) 945-5400  
Fax: (705) 945-5575  
[www.hscdsb.on.ca](http://www.hscdsb.on.ca)



*Sault Ste. Marie  
Municipal Heritage Committee*

January 10, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the "Common Cause and New Direction for Sault Ste. Marie" presentation that was recently made to the community which members of the Municipal Heritage Committee attended.

In the presentation, a request was made of our organization that we provide a letter of support indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that the Sault Ste. Marie Municipal Heritage Committee looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

The Sault Ste. Marie Municipal Heritage Committee is interested in participating in this initiative and feels that members could lend expertise to the Downtown Development and Arts and Culture sub-committees.

At the January 10<sup>th</sup> Municipal Heritage Committee meeting the following resolution was passed:

**Moved by: M. Caruso**

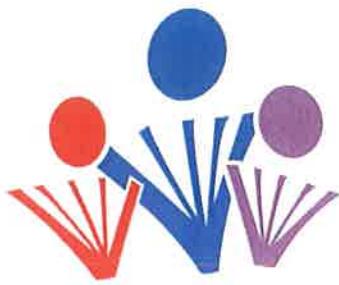
**Seconded by: D. Greenwood**

"Resolved that the Sault Ste. Marie Municipal Heritage Committee support the "Common Cause and New Direction for Sault Ste. Marie" and express a willingness to take a participatory role in future sub-committee meetings."

**CARRIED**

On behalf of the Sault Ste. Marie Municipal Heritage Committee

*Lloyd Beilhartz*  
Lloyd Beilhartz  
Chair, Sault Ste. Marie Municipal Heritage Committee



# Sault Ste. Marie Public Library

January 15, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the "Common Cause and New Direction for Sault Ste. Marie" presentation that was recently made to our organization.

As you are aware, the public library is one of the cornerstones of our community and has long since been integral in creating social equity within the city and has added to the cultural vitality of Sault Ste. Marie.

In the presentation, a request was made that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. On behalf of the Library Board and staff, I am pleased to provide this letter of support. The Sault Ste. Marie Public Library looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,

Chris Rous, Board Chair  
Sault Ste. Marie Public Library

RECEIVED  
JAN 22 2018  
MAYOR'S OFFICE



Historic Sault Ste. Marie  
Metis Council  
26 Queen Street  
Sault Ste. Marie, ON  
P6A 1Y3



9<sup>th</sup> of January 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, Ontario  
P6A 5X6

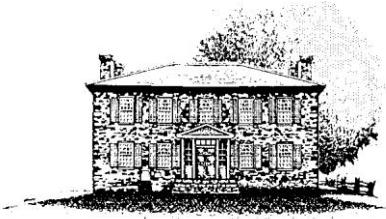
Dear Mayor Provenzano,

On the 11<sup>th</sup> of October 2017 The Historic Sault Ste. Marie Council of the Metis Nation of Ontario attended the Civic Centre for the presentation on the “Common Cause and New Direction for Sault Ste. Marie”

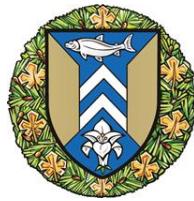
In the presentation, a request was made of our council that we provide a letter of support indicating our willingness to participate in this community development initiative. We are pleased to provide this letter of support and indicate that the Historic Sault Ste. Marie Council of the Metis Nation of Ontario looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,

The Historic Sault Ste. Marie Council of the Metis Nation of Ontario



**Sault Ste. Marie Historic Sites Board  
MOTION – Wednesday October 11, 2017  
Ermatinger Clergue National Historic Site  
Summer Kitchen – 12:00 p.m. (noon)**



<u>Present:</u>	B. Tremblay J. van Haften	S. Casola Councillor M. Shoemaker
<u>Regrets:</u>	R. Webb	D. Conyers
<u>Staff:</u>	K. Fisher, Curator	C. Caputo

The Historic Sites Board passed a resolution at the October Board meeting to support the “Future SSM recommendations report”.

**Moved by: J. vanHaften  
Seconded by: M. Shoemaker, Councillor**

“Resolved that the Historic Sites Board support and endorse the recommendations and report “Future SSM – Common Cause and New Direction for Sault Ste. Marie”, and

Whereas, the HSB supports the statement: “Sault Ste. Marie celebrates its history, natural and cultural heritage, and diverse identities, transforming the city into a global centre of cultural excellence through inclusive, broad-based, meaningful participation in the sector with continual renewal and growth of its creative economy”, and

Whereas, support the six (6) recommendations established for the Cultural Vitality pillar.

**All in Favour  
CARRIED**



Natural Resources  
Canada

Ressources naturelles  
Canada

January 4, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

RE: LETTER OF SUPPORT – COMMON CAUSE AND NEW DIRECTION FOR SAULT STE. MARIE

Dear Mayor Provenzano,

I am writing to follow up on the “Common Cause and New Direction for Sault Ste. Marie” presentation that was recently made to our organization.

In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that Natural Resources Canada, Great Lakes Forestry Centre looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,

David Nanang, PhD  
Director General

RECEIVED  
JAN - 2 2018  
MAYOR'S OFFICE

**Canada**

Great Lakes Forestry Centre  
1219 Queen St. E.  
Sault Ste. Marie, Ontario P6A 2E5  
Tel. (705) 541-5555  
Email. [David.Nanang@canada.ca](mailto:David.Nanang@canada.ca)  
Page 81 of 313

Centre de foresterie des Grands Lacs  
1219, rue Queen est  
Sault Ste. Marie, Ontario P6A 2E5  
Tel. (705) 541-5555  
Courriel. [David.Nanang@canada.ca](mailto:David.Nanang@canada.ca)

750 Great Northern Road  
Sault Ste. Marie, Ontario P6B 0A8  
T: 705.759.3434  
F: 705.759-3640  
[www.sah.on.ca](http://www.sah.on.ca)



750 Great Northern Road  
Sault-Ste-Marie (Ontario) P6B 0A8  
tél.: 705.759.3434  
téléc.: 705.759-3640  
[www.sah.on.ca](http://www.sah.on.ca)

January 5, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the "Common Cause and New Direction for Sault Ste. Marie" presentation that was recently made to our organization.

In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that Sault Area Hospoital looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Gagnon'.

Ron Gagnon  
President and CEO

January 10, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the "Common Cause and New Direction for Sault Ste. Marie" presentation that was recently made to our organization.

In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that Sault College looks forward to participating in this important community initiative and working collaboratively to build a prosperous Sault Ste. Marie.

Sincerely,



Dr. Ron Common,  
President

January 11, 2018

Mayor Christian Provenzano  
99 Foster Drive, Civic Centre  
Sault Ste. Marie, ON  
P6A 5X6

Dear Mayor Provenzano,

I am writing to follow up on the **“Common Cause and New Direction for Sault Ste. Marie”** presentation that was recently made to our organization.

In the presentation, a request was made of our organization that we provide a letter of support from our organization indicating our willingness to participate in this community development initiative. I am pleased to provide this letter of support and indicate that **Tenaris looks forward to participating in this important community initiative** and working collaboratively to build a prosperous Sault Ste. Marie.

My team and I are committed to support this initiative and am available to provide the support you require.

Yours sincerely,



Guillermo Moreno

CC David McHattie

First Nations,  
Metis  
Communities

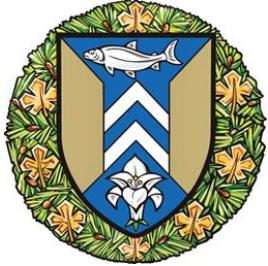
## Community Development Roundtable

(Mayor, Lead from each sub-committee, CAO, Deputy CAO, CDES)



Health Sector	Education & Workforce	Downtown Dev't	Economic Diversity and Growth	Social Equity (ALT)	Arts & Culture	Energy & Environment
Study/ Recommend Health Research and Services Opportunities	Study/ Recommend Workforce Development & Lifelong Learning	Study/ Recommend Infrastructure and Programming Requirements	Study/ Recommend Priority Economic Sectors and Support Activities	Study/ Recommend Priority Social Equity Infrastructure and Support Activities	Study/ Recommend Priority Arts and Culture Development Infrastructure and Support Activities	Study/ Recommend Priority Energy Sector Infrastructure and Support Activities
Lead:  Members:	Lead:  Members:	Lead:  Members:	Lead:  Members:  ICT Sector      Tourism  Lead: Members:      Lead: Members	Lead:  Exec. Members:	Lead:  Members:	Lead:  Members:

Community Foundation



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

### C O U N C I L   R E P O R T

February 5, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Shape the Sault

---

#### **PURPOSE**

This report introduces Council to Planning and Enterprise Services' New Official Plan project, "Shape the Sault".

#### **BACKGROUND**

The Planning Act requires all municipalities have an Official Plan (OP). The OP's policies reflect the community's vision for land use and the built environment, and align municipal policies with the Provincial Policy Statement and the Northern Ontario Growth Plan. The OP is the most powerful policy tool a municipality has to guide community development as all municipal projects, policies, and by-laws must conform to its vision and policies.

The City of Sault Ste. Marie's current Official Plan was written in 1996. Although the current OP has undergone numerous reviews and amendments over time, the document is still 20 years old. Much has changed since the time the OP was first written. A new OP will ensure the community will benefit from a vision and land use policies that reflect Sault Ste. Marie's current context, and articulate the community's goals for the next 20 years. As well, the new OP will incorporate information from and develop upon recent City initiatives such as the Corporate Strategic Plan, the Community Adjustment Program, and the Downtown Strategy.

#### **ANALYSIS**

The Official Plan project is branded as "Shape the Sault", following the lead of other municipalities across Ontario, Canada, and North America that have successfully used a brand to raise excitement about the OP process, attract diverse citizens to participate, make the process less intimidating, and harness the process as a community building exercise.

Shape the Sault represents a departure from previous Official Plan reviews in scale, objective, and desired outcome. The project's overarching goal is to develop a plan that reflects a shared community vision. The proposed process incorporates a diversity of ways for community members to learn, explore, engage, and provide input on the Official Plan project:

- The hub for this project is the [ShapeTheSault.ca](#) website, from which visitors can access informational materials, keep updated on project events, and contribute input through online activities.
- Online platforms provide an opportunity to engage a large proportion of Sault residents, especially those that would not normally attend a traditional public meeting. To that end, [ShapeTheSault.ca](#) will be complemented by @ShapeTheSault social media pages on Facebook, Twitter, and Instagram.
- Best practices for public engagement indicate that it is not enough to rely on people coming to us; it is more effective for us to go to them. Planning staff will hold pop-up engagement booths at local festivals and events, as well as popular gathering places such as community centres, libraries, and shopping centres throughout the duration of this project.
- Planning staff will proactively seek out community organizations and groups. Furthermore, interested parties are urged to contact Planning staff to set up meetings or workshops to discuss the Official Plan.
- Last but not least, traditional open houses and public meetings will be conducted periodically at key milestones in the project.

Through applying conventional consultation procedures and complementing them with newer, contemporary engagement methods, it is hoped that Sault Ste. Marie residents from all walks of life will be able to participate meaningfully in Shape the Sault. Moreover, providing a variety of options for community members to get involved in this project aligns with the City's stated commitment to accessibility.

## **FINANCIAL IMPLICATIONS**

As part of the 2017 Capital Budget, council allocated \$250,000 to fund the New Official Plan Project.

## **STRATEGIC PLAN / POLICY IMPACT**

The Corporate Strategic Plan will form the basis of many of the policy directions contained in the new Official Plan, especially as it relates to the Strategic Focus Areas of Community Development and Partnerships, Infrastructure, Service Delivery and Quality of Life.

Shape the Sault!

2018 02 05

Page 3.

**RECOMMENDATION**

Resolved that the Report of the Senior Planner, dated 2018 02 05 concerning Shape the Sault be received as information.

Respectfully submitted,

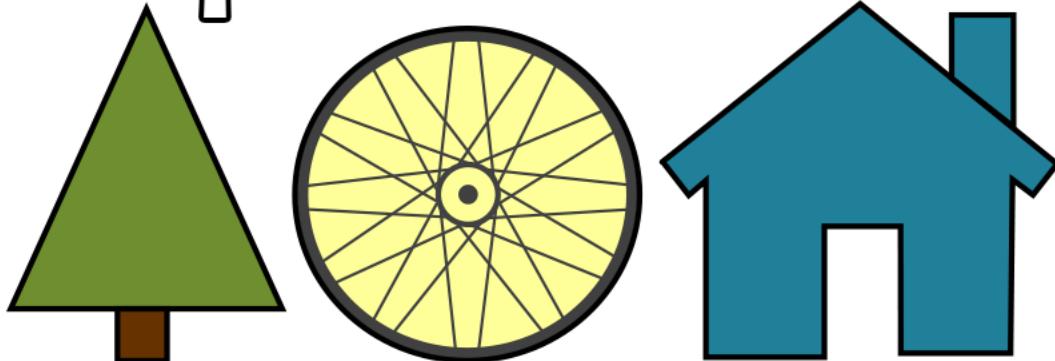


Peter Tonazzo, RPP

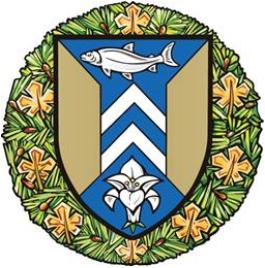
Senior Planner

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

# Shape the Sault.ca



## Sault Ste. Marie Official Plan Review



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

### C O U N C I L   R E P O R T

February 5, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Transit Advertising

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#### **PURPOSE**

The purpose of the report is to seek Council's approval of By-law 2018-27 with 2601202 Ontario Inc. O/A Northern Transit and Arena Advertising Agency for the provision of selling advertising on the Transit Services Division fleet of buses.

#### **BACKGROUND**

The previous contract was with The Sudbury Wolves Hockey Club Limited O/A BK Corporate Marketing Services whose contract ends February 28, 2018. In September of 2017 a request for proposal was issued by the City's Purchasing Division.

The sole proposal received was submitted by Northern Transit and Arena Advertising. This proposal was evaluated by staff of the Transit Division and Purchasing Division. As a result of the evaluation the proposal submitted was accepted as the winning Proponent for the Transit fleet advertising as the only proposal received.

#### **ANALYSIS**

The term of the contract shall be for five (5) years commencing March 01, 2018 and ending February 28, 2023. The City reserves the right to negotiate one (1) year extensions by mutual agreement with Northern Transit and Arena Advertising.

#### **FINANCIAL IMPLICATIONS**

Revenue generated under this proposal will have a guarantee of \$187,500 in total for the five-year term. In addition an annual payment of 5% of the company's total annual gross billings for Transit Services advertising will be paid.

Transit Advertising  
2018 02 05  
Page 2.

The prior agreement provided for payment of \$214,000 over the five-year term and also included an annual payment of 5% of the company's total annual gross billings for advertising.

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

The topic of this report is linked to the Strategic Direction 2: Delivering Excellent Customer Services. The citizens of Sault Ste. Marie are the focus of our work and our existence. Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society. Dynamic citizen engagement is critical to our success.

### **RECOMMENDATION**

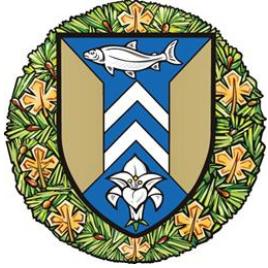
It is therefore recommended that Council take the following action:

By-law 2018-27 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Sam Piraino  
Manager of Transit & Parking  
705.759.5834  
[s.piraino@cityssm.on.ca](mailto:s.piraino@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

February 5, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Municipal Law Enforcement Officers

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#### **PURPOSE**

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

#### **BACKGROUND**

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

#### **ANALYSIS**

Not applicable.

#### **FINANCIAL IMPLICATIONS**

There is no budgetary impact.

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

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

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2018-22 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

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



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

2018 01 15

Nuala Kenny, City Solicitor  
Legal Department  
Civic Centre

**RE: MUNICIPAL -LAW ENFORCEMENT OFFICERS**

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

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

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

<b>NO.</b>	<b>NAME</b>	<b>EMPLOYER</b>	<b>PROP. LOCATION</b>
726	Harrison, Divecha	NorthEast Regional Security	Sault College, Algoma University, Tenaris, Essar Centre, Group Health Centre
727	Clark, Dylan	G4S Security	Sault Area Hospital
728	Brandow, Tracy	North 44 Property Mgmt.	844 Queen St E, 524-536A Goulais Ave

And that the following be deleted:

<b>NO.</b>	<b>NAME</b>	<b>EMPLOYER</b>	<b>PROP. LOCATION</b>
620	Fera, Norman, John	City of Sault Ste. Marie	John Rhodes, Essar Centre, Northern Community Centre, McMeeken Centre

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

Thank you.

Yours truly,

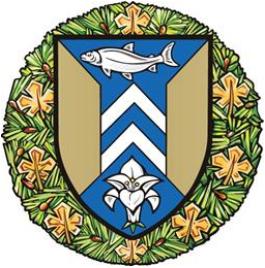
Sam Piraino  
Manager of Transit and Parking

**SCHEDULE "A"**

<b>BADGE</b>	<b>SPECIAL CONSTABLE</b>	<b>EMPLOYER</b>	<b>PROPERTY LOCATION</b>
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC,JOHN	DENTAL BUILDING	946 &216 QUEEN ST E
151	PARR,DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE,Laura Lee	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL,ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON,TERRENCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE,JOHN(TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO,COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO,DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE,KEN	HOLIDAY INN.	320 BAY ST.
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN,LOUIS	ONT FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT,ALAIN	ONT FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD,HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE,GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON,DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACLENNAN,MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL,MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN,ALEX	CORPS OF COMM	
464	DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELALVALLE,DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO,NADIA	GT NORTH RETIREMENT	760 NORTHERN RD.
487	ROUGEAU,MARISA	GT NORTH RETIREMENT	760 NORTHERN RD.
488	LEFLEUR,MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD.
489	MCQUEEN,WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON,JEFF	GT NORTH RETIREMENT	760 NORTHERN RD.
493	BROWN,FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516	GAY,JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY,BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE,GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON,CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA,WMILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVC CENTRE)
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB,GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET,WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
587	GULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE
601	HART,JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER,MATTHEW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE,SAMUEL	G4S SECURITY	SAULT HOSPITAL

619	BERTO,DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENZIE CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENZIE CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILOUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENZIE CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WMILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITILLA,KIM	NORPROP SECURITY	DAVEY HOMEQUEENSCLIRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENZIE CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENZIE CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCLIRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS, SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHLIN,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERSEDGE CONDOS
671	MCGUIRE, PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERSEDGE CONDOS
672	LEWIS,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY, MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN, TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
680	MACGREGOR,CHRIS	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCLIRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMENYEI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
684	RICKARD,EVAN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
685	HORNBY,BRANDON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
690	VANDERKLIFT, RENE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
691	ADDISON, ERIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCLIRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOF NORPRO SECURITY		DAVEY HOME/QUEENSCLIRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
699	QUARELL, ROBERT	SKYLINE LIVING	621, 627, 631 MACDONALD AVE
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
702	CARRICATO, CHELSEA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
709	SCHMIDT, ALEX	CITY OF SAULT STE MARIE	BELLVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCLIRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCLIRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCLIRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT

726 DIVECHA, HARRISON S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX  
727 CLARK, DYLAN SAULT AREA HOSPITAL  
728 BRANDOW, TRACY NORTH 44 PROPERTY MGM 844 QUEEN ST E/ 524-536A GOULAIIS AVE



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

### COUNCIL REPORT

February 5, 2018

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Don Elliott, Director of Engineering  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Request to Rename Shore Drive

---

#### PURPOSE

The purpose of this report is to seek Council's direction regarding a request to rename a portion of Shore Drive.

#### BACKGROUND

The Rotary Club of Sault Ste. Marie submitted the attached request to rename "Shore Drive" to "Rotary Parkway". Shore Drive is divided into two dead end sections: one is the access to Bellevue Park which forms the south leg of the intersection of Churchill Boulevard and Queen Street, and the other is the easterly access to the Pine Street Marina at the foot of Pine Street. The renaming request is for the access to Bellevue Park at Churchill Boulevard.

#### ANALYSIS

The City has guidelines regulating street name changes. The City Manual, Section E-I-5 states that "A street name change may be considered when:

1. Two existing streets have the same or similar name,
2. Two existing streets are joined to form one longer street, or
3. The center section of a street is not developed and permanently divides a street into two sections

Shore Drive falls under the third criterion, as there is little likelihood that the two sections of Shore Drive will ever be joined. If Council approves this name change, there is no need for notification to property owners because there are no civic addresses fronting on Shore Drive. Staff sees no compelling reason not to grant this request.

#### FINANCIAL IMPLICATIONS

There will be minor financial impact to the Corporation to change the street sign.

Request to Rename Shore Drive

2018 02 05

Page 2.

**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 Director of Engineering dated 2018 02 05 be received, and the recommendation to rename a portion of "Shore Drive" to "Rotary Parkway", 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)

Attach.

RECEIVED

JAN 24 2017

ENGINEERING DEPARTMENT



# Rotary Club of Sault Ste. Marie

January 13, 2017

City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X8

Attn: Don Elliot  
Director of Engineering

Don McConnell  
Director of Planning and Enterprise Services

Dear Mr. Elliot:

In 2018 the Rotary Club of Sault Ste. Marie will celebrate 100 years of service in our community. In recognition of achieving this milestone, we have embarked upon various events and initiatives which will be revealed during the course of the year.

A key item before us and the purpose of my message to you today is a request for approval from the City of Sault Ste. Marie to rename the street "Shore Road" to the "Rotary Parkway"

Shore Rd is between Pine St and Lake St south and directly adjacent to Churchill Blvd and Queen St (the Bug Lab is directly on the corner). It leads to the parking area near the new Rotary Adventure Playground at Bellevue Park. We are seeking from your department the process by which this may be done.

364 Queen St. East, Sault Ste. Marie, ON P6A 1Z1  
Tel: 705-945-1279 Fax: 705-945-5228

Over the years the Rotary Club of Sault Ste. Marie has been instrumental in leading numerous projects, initiatives and community events. We have made substantial donations to the community over time, with the most recent being a \$90,000 donation to the City for the development of the newly constructed Rotary Adventure Playground. You may likewise recall that, this club was also responsible for the initial playground equipment at Bellevue Park.

We are proud to be a major supporter of THRIVE (formerly The Children Rehabilitation Center) and to assist disabled children and their families through Easter Seals. We are proud of the Rotary Archway on Foster Drive, honored to maintain both the Community Day Parade and the Christmas Parade for the enjoyment and entertainment of our citizens, to support countless charities right here in our own hometown and strive to maintain our ideal of Service Above Self.

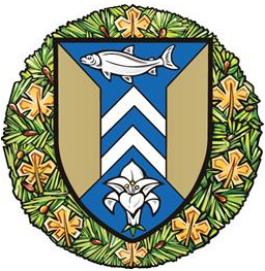
We trust that our involvement and services have made a positive impact in the lives of others within our community

We hereby present for your approval this request, to rename the street Shore Rd to Rotary Parkway and thank you for your consideration.

Best regards,



Melinda Mills  
Club President  
Rotary Club of Sault Ste. Marie



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

### C O U N C I L   R E P O R T

February 5, 2018

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Don Elliott, Director of Engineering  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Aqueduct Repairs

---

#### **PURPOSE**

The purpose of this report is to obtain Council approval to sole source professional engineering services for design and contract administration services for aqueduct repairs.

#### **BACKGROUND**

Several years ago, the City embarked on a major rebuilding program of several aqueducts. The large aqueduct on Farwell Terrace was rehabilitated in 2007, and the reconstruction of the Fort Creek aqueduct on John and Wellington Street is well underway. The City is the fortunate recipient of two-thirds funding of the \$31M Fort Creek aqueduct through the Small Communities Fund (SCF). All efforts and capital funding for aqueducts have been concentrated on the Fort Creek project.

The City conducts biennial structural inspections of all other aqueducts to ensure public safety and protection of the property and the environment. The results of the 2017 inspections are such that the structural engineer is recommending that significant repairs are required to other aqueducts. It was hoped that these facilities could wait until the Fort Creek project was completed, but unfortunately their condition has proved otherwise.

#### **ANALYSIS**

The 2018 capital roadworks budget was approved in December, prior to the finalization of the aqueduct inspection reports. The consultant is recommending \$725,000 work be completed in 2018, and \$1,135,000 be completed in 2019. The 2018 work includes repairs to the East Davignon Second Line crossing, just west of Farwell Terrace, and repairs to the small (westerly) Central Creek aqueduct on Central Street near McKenzie Avenue. The 2019 work includes additional repairs to the small (westerly) Central Creek aqueduct on Central Street near Dyment and Bonney Streets, and repairs to the small (westerly) East Davignon aqueduct on Farwell Terrace.

## Aqueduct Repairs

2018 02 05

Page 2.

During the 2018 capital budget discussion, Council was made aware of several contingencies. The resurfacing of Bay Street is contingent on the downtown traffic study recommending Bay Street remain one-way. If the recommendation is for two-way, Bay Street must be deferred. Council deferred Simpson due to insufficient funding, however, design is being completed in-house in the event that Bay is deferred and Simpson can proceed. The Black Road project between McNabb and Second Line is contingent on Connecting Link funding. These contingencies make it necessary to report back to Council in the coming months to revise the 2018 capital roadworks program. It is noted that favourable tenders may allow funds to be reallocated to the unforeseen aqueduct repairs and remain within the 2018 capital roadworks budget.

Staff is recommending that design proceed for the unforeseen aqueduct repairs, and a revised 2018 capital roads plan be brought to Council in due course when contingencies are resolved. In accordance with the Procurement Policies and Procedures By-law, section 22(3), it is recommended that the work be sole sourced to STEM Engineering. This firm has completed inspection, design and administration of rehabilitation to these aqueducts for many years, and such continuity is in the best interests of the City.

### **FINANCIAL IMPLICATIONS**

The engineering fee estimate for the unforeseen 2018 aqueduct repairs, including non-refundable tax is \$95,000. There are sufficient unallocated urban-only capital funds to cover this expense. Once the tender closes, the contract award will be brought back to Council at which time any necessary revisions to the capital program due to the aforementioned contingencies can be recommended to Council.

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

Rehabilitation of existing aqueducts are addressed in 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 02 05 concerning unforeseen repairs to small aqueducts be received, and that design and contract administration services be awarded to STEM Engineering Inc., be approved.

Respectfully submitted,



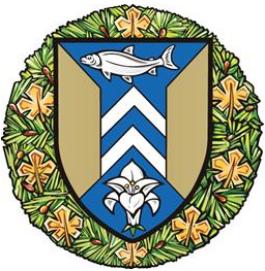
Don Elliott, P. Eng.,  
Director of Engineering  
705.759.5329

Aqueduct Repairs

2018 02 05

Page 3.

[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

February 5, 2018

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Don Elliott, Director of Engineering  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** McNabb Street / St. Georges Avenue EA – Completion

---

#### **PURPOSE**

The purpose of this report is to advise Council that the Environmental Assessment (EA) for the McNabb Street and St. Georges Avenue intersection is complete and the City can proceed with improvements when budget permits.

#### **BACKGROUND**

At the 2017 08 21 meeting, Council was advised that a Notice of Completion would be advertised. The preferred alternative includes the following improvements:

- Westbound transition from four to three lanes at Elmwood Avenue;
- Eastbound transition from three to four lanes between Algoma and Gladstone;
- Westbound right-turn only lane at Elmwood Avenue;
- Provide a pedestrian cross-over on St. Georges west of the intersection with McNabb; and,
- Build-out of median island at Algoma/McNabb/St. Georges and closure of eastbound McNabb Street through access lane.

#### **ANALYSIS**

The Notice of Completion was published and the 30-day notice period expired without any requests to the Minister for a Part II Order. The City is now in a position to construct the improvements. Staff will include the work in a future capital works program, likely to coincide with resurfacing of the street. McNabb Street between St. Georges Avenue and Lake Street will need to be resurfaced within the next few years.

#### **FINANCIAL IMPLICATIONS**

Improvements to the intersection are estimated to cost \$400,000, excluding resurfacing the asphalt. It will be cost effective to include the improvements with resurfacing.

McNabb Street / St. Georges Avenue EA – Completion  
2018 02 05  
Page 2.

**STRATEGIC PLAN / POLICY IMPACT**

Improvements to roads are addressed in the infrastructure component of the strategic plan.

**RECOMMENDATION**

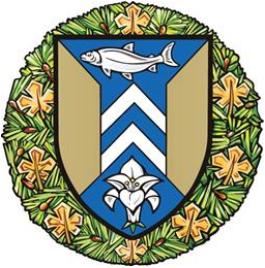
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2018 02 05 concerning the McNabb St. Georges EA 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

February 5, 2018

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Land Development and Environmental Engineer  
**DEPARTMENT:** Public Works and Engineering Services  
**RE:** Pim Street Pump Station

---

#### **PURPOSE**

The purpose of this report is to request by-law approval for an Agreement related to engineering services for the Pim Street Pump Station inspection and upgrades.

#### **BACKGROUND**

On March 24, 2014, inspections of both the Bellevue Sanitary Sewer overflow (SSO) tank, and Pim Street Pump Station wet wells, were approved. Both sites have parking infrastructure situated above the structures.

#### **ANALYSIS**

As a result of the inspections, repairs were recommended at both sites. Council approved repairs to the Bellevue SSO tank at the March 21, 2016 meeting. Pim Street pump station repairs are now required, and further inspection work is also recommended.

The proposed fees and single sourcing are within the staff approval level as authorized in the Purchasing By-law. STEM is recommended for the engineering work based on Clause 22(3)(a) and (f) in the procurement bylaw, namely standardization of services, and purchase in the best interests of the City.

#### **FINANCIAL IMPLICATIONS**

When recoverable HST is removed, the City's estimated cost to complete this project including engineering is approximately \$200,000. Costs will be further delineated, once tendering of the project is complete. The engineering fee for the design and contract administration is approximately \$29,107 excluding HST. The total estimated project cost can be accommodated with the \$900,000 approved for pump station repairs in the 2018 Capital Budget.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

The relevant By-law 2018-15 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

*C. Taddo*

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759.5380

[c.taddo@cityssm.on.ca](mailto:c.taddo@cityssm.on.ca)

## **Malcolm White**

---

**Subject:** FW: Feb 5 council meeting-Animal Control bylaw

**Importance:** High

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**From:** sprucehaven sprucehaven [<mailto:sprucehaven@sympatico.ca>]

**Sent:** Thursday, February 01, 2018 1:31 PM

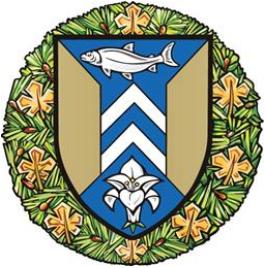
**To:** City Clerk

**Subject:** Feb 5 council meeting-Animal Control bylaw

we request a postponement of the planned discussion regarding the bylaw. We are now determining when Mr Poitras, would be able to appear with the material he will be presenting. In the event Mr Poitras is not available in a short period of time we will provide an alternate representative to represent us.

Please allow this matter to be handled at a later date. We will provide an update within a week.

Ken and Helen Marshall



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

### C O U N C I L   R E P O R T

February 5, 2018

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

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

**DEPARTMENT:** Legal Department

**RE:** R1.5 – Animal Care and Control By-law

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#### **PURPOSE**

The purpose of this report is to respond to the below Council resolution regarding the consolidation and revision of the City's animal-related by-laws.

On January 9, 2017 Council passed the following resolution:

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

Further, the Consolidated Animal Care and Control By-law are inclusive of a prohibition to use animals in conjunction with Circuses, Schedule "F", and a prohibition for the operation of Zoo's within the City, Schedule "G", both discussed at City Council on July 17, 2017 and October 10, 2017 respectively.

#### **BACKGROUND**

The City has a number of by-laws which regulate animals and their ownership within the City. As many of these by-laws are quite dated, a proposal was brought forward recommending the consolidation and revision of these by-laws.

Further, additional resolutions were passed pertaining to Circuses using animals and Zoos operating within the City of Sault Ste. Marie. The Legal Department felt it prudent to incorporate these regulations into the Animal Care and Control By-law given the subject matter.

#### **ANALYSIS**

The Legal Department has worked with relevant stakeholders, namely the Sault Ste. Marie Humane Society, in drafting this by-law. The project included:

- Reviewing other municipal approaches to animal care and control as well as spearheading specific needs of the City, the result being a uniform By-law that constituents can turn to in order to consult queries in relation to animals.
- Fee schedules have been consulted with like municipalities to ensure a balance between services and cost.
- New infractions have been created with a view of better levels of care for animals, both domestic and non-domestic, with specific sanctions for those that do not abide with the same.
- Multiple Part 1's (ticketable infractions) have been added which enables quick enforcement upon the committal of an undesired act.
- Loopholes and possible areas of conflict have been addressed.

Most recently Council has actively debated two prohibitions, one being the use of animals for performances and the other the operations of Zoo's within the City. These topics have been part of other Report's to Council and the analysis therein stands. In particular, it should be noted that Schedule "G" – Zoos Prohibited allows a six-month window for individuals to come into compliance with the new legislation.

### **FINANCIAL IMPLICATIONS**

The implementation of such a by-law may increase the volume of calls received by the Humane Society requiring the cost of the purchased service provided to the City for enforcement to be reviewed. They currently receive a significant number of complaints related to animal care without the authority to rectify the situation. By having the power to address these incidents in their early stages, it will avoid the increased costs associated with more serious infractions.

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

Not applicable.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2018-19, being the revised City of Sault Ste. Marie Animal Care and Control By-law, appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



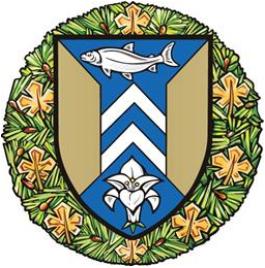
Jeffrey King  
Prosecutor/Solicitor

R1.5 – Animal Care and Control By-law

2018 02 05

Page 3.

JK/tj



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

### C O U N C I L   R E P O R T

February 5, 2018

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** 57T-18-501 – 43 Sinclair Drive

---

#### PURPOSE

The applicant, 1890713 Ontario Inc. (c/o Paul Guindon), is requesting condominium approval for the previously approved 52-unit townhouse development.

#### PROPOSED CHANGE

The applicant, 1890713 Ontario Inc. (c/o Paul Guindon), is seeking a Draft Plan of Condominium approval consisting of 12 Lots and 3 Blocks for the previously approved 52-unit townhouse development.

#### Subject Property

- Location – The subject property is located on the south side of Sinclair Drive, approximately 40m (131') east of its intersection with Dacey Road.
- Size – The irregularly shaped subject property has approximately 99m of frontage on Sinclair Drive, totalling 2.069ha (5.1scres)
- Present Use – Multiple Attached (townhouse) dwelling units.
- Owner – 1890713 Ontario Inc.

#### BACKGROUND

In 1988, the subject property formed part of the 'Eastside Subdivision' application, which was draft approved by Council. In 2016 the applicant entered into a subdivision agreement with the City and in 2017 a Site Plan Agreement was registered upon the subject property.

## ANALYSIS

### Conformity with Official Plan

The subject property is designated Residential on Land Use Schedule ‘C’ of the Official Plan. The current proposal is to convert the previously approved 52-unit townhouse development into a vacant land condominium. This application will not result in any land use changes. The request simply alters the ownership structure of the development.

Residential Policy R.1 notes that *‘a mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.’*

The aforementioned Residential Policy R.1 supports different ownership ownership structures, such as rental, freehold, and condominium to name a few.

The proposal to convert the townhouse development into a vacant land condominium plan conforms with the city’s Official Plan.

### Comments

Dating back to 1988, the subject property has subdivision and zoning approvals to construct a 52-unit multiple attached (townhouse) development. In January 2016 the applicant entered into a Subdivision Agreement with the City with respect to the subject property. In July 2017 the applicant completed the Site Plan Control process and entered into a Site Plan Agreement with the city. A portion of Sinclair Drive has been constructed, as well as a block of 5 townhouse units constructed along the northwest side of the Road. Two blocks of townhouse units, totalling 9 dwellings, have been constructed upon the southeast side of Sinclair Drive. These units are upon the subject property and would be part of the Condominium Plan if this application is approved.

The condominium approval is being requested for financing purposes. At this point, the applicant has indicated his intention to maintain sole ownership over the entire development, and construct the townhouses as rental units; However, if approved, individual ‘Lots’ could be sold. It is worth noting that the proposed condominium plan is structured in a manner that only individual blocks of townhouse units can be sold. The sale of individual dwelling units within each block is not possible without first obtaining additional approvals.

Referring to the Draft Plan attached, the applicant is proposing to create 12 lots (referred to as ‘Units’ in a Vacant Land Condominium Plan), each with a block of 4 or 5, single storey, multiple attached dwellings. Block 13, at the northeast corner of the site is set aside to accommodate a sanitary pump station and underground storm and sanitary sewers, which will flow southeast to Queen Street East. Block 14 is set aside for snow storage/future development purposes. Block 15 consists of the roadway and an overflow parking area.

Blocks 13-15 will form part of the ‘common elements’ shared by all owners in the condominium corporation.

### **Consultation**

The following departments/agencies commented on the application as part of the consultation process:

- No objections/comments - Conservation Authority, Fire Services, City Solicitor, Economic Development Corporation, Engineering, Community Development & Enterprise Services, Building Division, Public Works and Transportation.
- See attached comments – Accessibility Advisory Committee (Site Plan Subcommittee), PUC Services, Engineering.

Up to the drafting of this report, there have been no formal comments or objections received as a result of the public circulation.

The attached correspondence from the Accessibility Advisory Committee speaks to a number of design elements, mostly related to the proposed private roadway. As previously mentioned, this particular development has already received site plan approval and a Site Plan Control Agreement between the applicant and the City is in place and registered on title. During this process, the Accessibility Committee did have an opportunity to comment. At that time, the need for a sidewalk within the private roadway was discussed, but deemed unnecessary given anticipated traffic volumes and relatively slow speeds. In terms of Transit access, the private roadway is of a 2-way design and can accommodate para-bus services.

Correspondence from the Municipal Services Engineer references the existing site plan control agreement and reminds the applicant that the existing clauses related to servicing, grading and stormwater management must be adhered to.

PUC Services requires the owner to enter into agreements, registered on title, with respect to water and electrical supply. It is noted that in this instance, the water and electrical services will be constructed within an easement and turned over to the PUC for future operation and maintenance. Consequently, the water and electrical infrastructure will not be part of a ‘common element’ of the Condominium Corporation, but rather publicly owned and operated by way of an easement.

### **FINANCIAL IMPLICATIONS**

Approval of this application will not impact municipal finances.

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

Approval of this application is not linked to any specific policies or directions contained within the Corporate Strategic Plan.

## **SUMMARY**

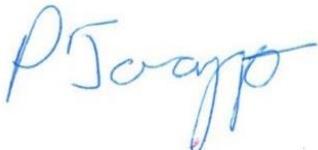
The applicant is seeking Draft approval for a Vacant Land Condominium Plan, primarily for mortgaging purposes. From a land use perspective there is no change to what has been previously approved. Traditional conditions related to parkland dedication, public infrastructure design (Sinclair Drive, water, sewer and stormwater management works) have already been approved as part of the Subdivision Agreement. Furthermore, matters specific to the subject property such as building layout and design, roadway design, servicing and drainage have been appropriately addressed in the Registered Site Plan Agreement. For these reasons, the conditions to Draft Approval need not be extensive, as they are already covered under the current Subdivision and Site Plan Agreements related to the subject property and surrounding subdivision. Having said this, it is worth noting to the applicant that condominium approvals are ultimately granted by the Province and a number of standard conditions, as determined by the Province, must be adhered to prior to final registration of the plan. Such conditions are consistently applied to Vacant Land Condominiums throughout the Province.

## **RECOMMENDATION**

Resolved that the Report of the Senior Planner dated 2018 02 05 concerning condominium approval application no. 57T-18-5017 be received and that Council grant Draft Approval of the proposed Vacant Land Condominium, subject to the following conditions:

1. That the owner enters into agreements with PUC Distribution Inc. and the Public Utilities Commission with respect to electrical and water servicing to the development, and that the agreements are registered on title upon final connection.
2. That the owner adheres to the previously approved Site Plan Agreement (DC614) dated July 2, 2017. More specifically including, but not limited to, stormwater management, site servicing and site grading.

Respectfully submitted,



Peter Tonazzo, RPP  
Senior Planner  
705.759.2780  
[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)

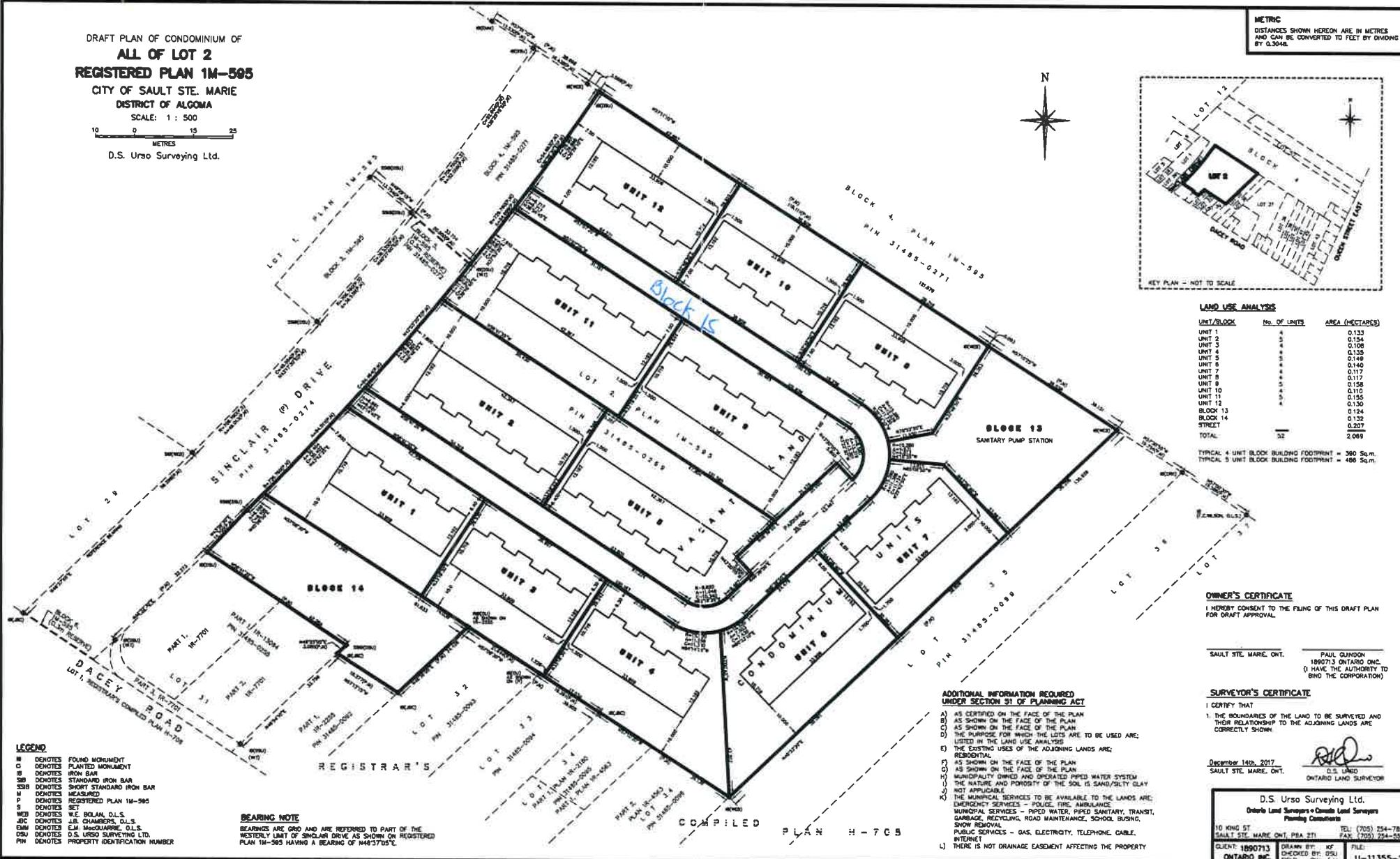
DRAFT PLAN OF CONDOMINIUM OF  
**ALL OF LOT 2**  
**REGISTERED PLAN 1M-595**

CITY OF SAULT STE. MARIE  
DISTRICT OF ALCOMA

SCALE: 1 : 500

10 0 15 25 METRES

D.S. Urso Surveying Ltd.





January 16, 2018

Don McConnell, MCIP, RPP  
Director of Planning & Enterprise Services Division

**SUBJECT: Vacant Land Condominium Approval – 57T-18-501      43 Sinclair Drive**

Dear Mr. McConnell,

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on vacant land condominium approval.

**Exterior**

**1. Parking**

- ◆ More details on this plan will enable the AAC to comment further on parking.

**2. Walkways & Sidewalks**

- ◆ This development does not show if sidewalks are included. Sidewalks provide safe walking environments for all pedestrians.

**3. Curb Cuts**

- ◆ If sidewalks are included, curb cuts should be at all crossing locations

**4. Ramping**

**5. Transit Access**

- ◆ Ensure adequate room for parabus to access the driveway. Is Block 15 going to have two way traffic?

**6. Lighting**

**7. Signage**

**8. Other** – Will the AAC be receiving a site plan so more comments can be made on specifics of the development example parking, sidewalks, curb cuts?

Thank you for your attention to these recommendations.

Sincerely,

Diane Morrell

Chair, Site Plan Sub Committee



2018 01 24

**MEMO TO:** Don McConnell, RPP  
Planning Director

**RE:** Application No. 57T-18-501, Vacant Land Condominium Approval  
43 Sinclair Drive  
1890713 Ontario Inc.

The Engineering Division has reviewed the above noted application and provides the following:

- This application should be subject to the approved site servicing and grading plan and site plan agreement dated July 26, 2017.
- Clauses from the agreement as it relates to the temporary drainage and SWM pond on 3876 Queen Street East, servicing and grading should still apply.

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. Peter Tonazzo, Planning  
Don Elliott, Engineering

## Peter Tonazzo

---

**From:** Rob Harten <rob.harten@ssmpuc.com>  
**Sent:** Thursday, January 25, 2018 11:02 AM  
**To:** Don McConnell  
**Cc:** Peter Tonazzo  
**Subject:** Application 57T-18-501 Vacant Land Condominium Approval - 43 Sinclair Dr.  
**Attachments:** 57T-18-501 - Sinclair Dr [43].pdf

Dear Don:

With respect to the attached application we would require that:

- the owner enter into an agreement with PUC Distribution Inc. with respect to electrical servicing to the development and that they register said agreement on title upon final connection
- the owner enter into an agreement with the The Public Utilities Commission with respect to water servicing to the development and that they register said agreement on title upon final connection

Best Regards,  
Rob Harten, P. Eng  
Manager of Engineering  
(705)759-4908 ph  
[rob.harten@ssmpuc.com](mailto:rob.harten@ssmpuc.com)

PUC Services Inc.  
500 Second Line East  
Sault Ste. Marie, ON P6B 4K1

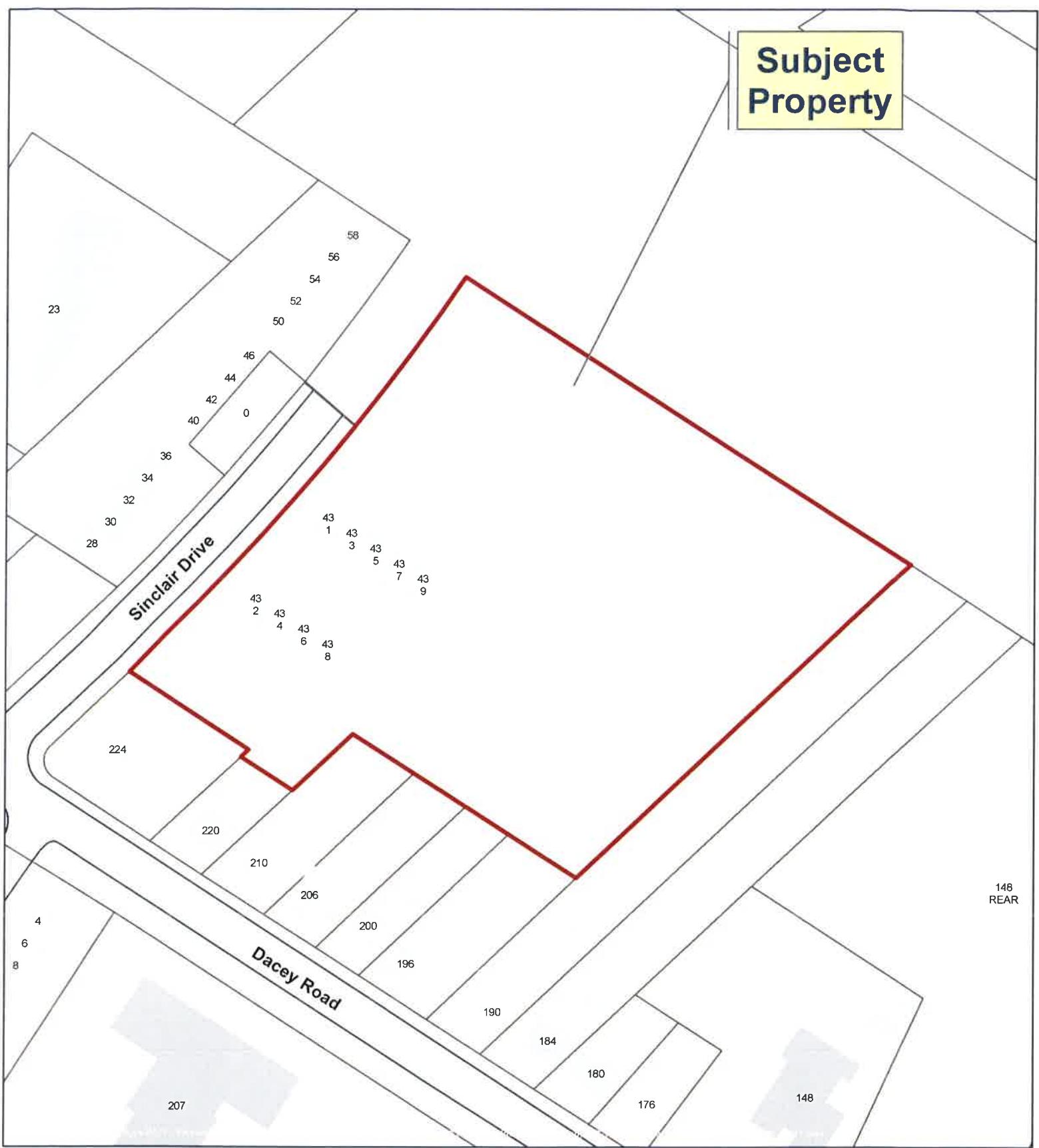
# Subject Property



Document Path: G:\Applications (2011 - Present)\2019\Condominium 57T-18-501 - 34 Sinclair Drive - 1890713 Ontario Inc. (Paul Guindoo)\57T-18-501\_AerialMap\_Jan2018\_5x11.mxd

Application Map Series	Legal Department Reference	City of Sault Ste. Marie Planning and Enterprise Services
<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		Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca   705-759-5368   planning@cityssm.on.ca
Property Information	Legend	
Civic Address: 43 Sinclair Drive Roll No.: 010070095080000 Map No.: 651-40 Application No.: 57T-18-501 Date Created: January 10, 2018	 Subject Property: 43 Sinclair Drive  Parcel Fabric	
Page 119 of 313		<small>This map is for general reference only Orthophoto: None Projection Details NAD 1983 UTM Zone 16N GCS North American 1983</small>

# Subject Property



## Application Map Series

- Subject Property
- Official Plan Landuse
- Existing Zoning
- Aerial Image
- Official Plan Amendment

## 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@citysm.on.ca](mailto:planning@citysm.on.ca)

This map is for general reference only

Orthophoto - None

Projection Details

NAD 1983 UTM Zone 16N

GCS North American 1983

## Property Information

Civic Address: 43 Sinclair Drive

Roll No.: 010070095080000

Map No.: 65/1-40

Application No.: 57T-18-501

Date Created: January 10, 2018

## Legend



Subject Property: 43 Sinclair Drive



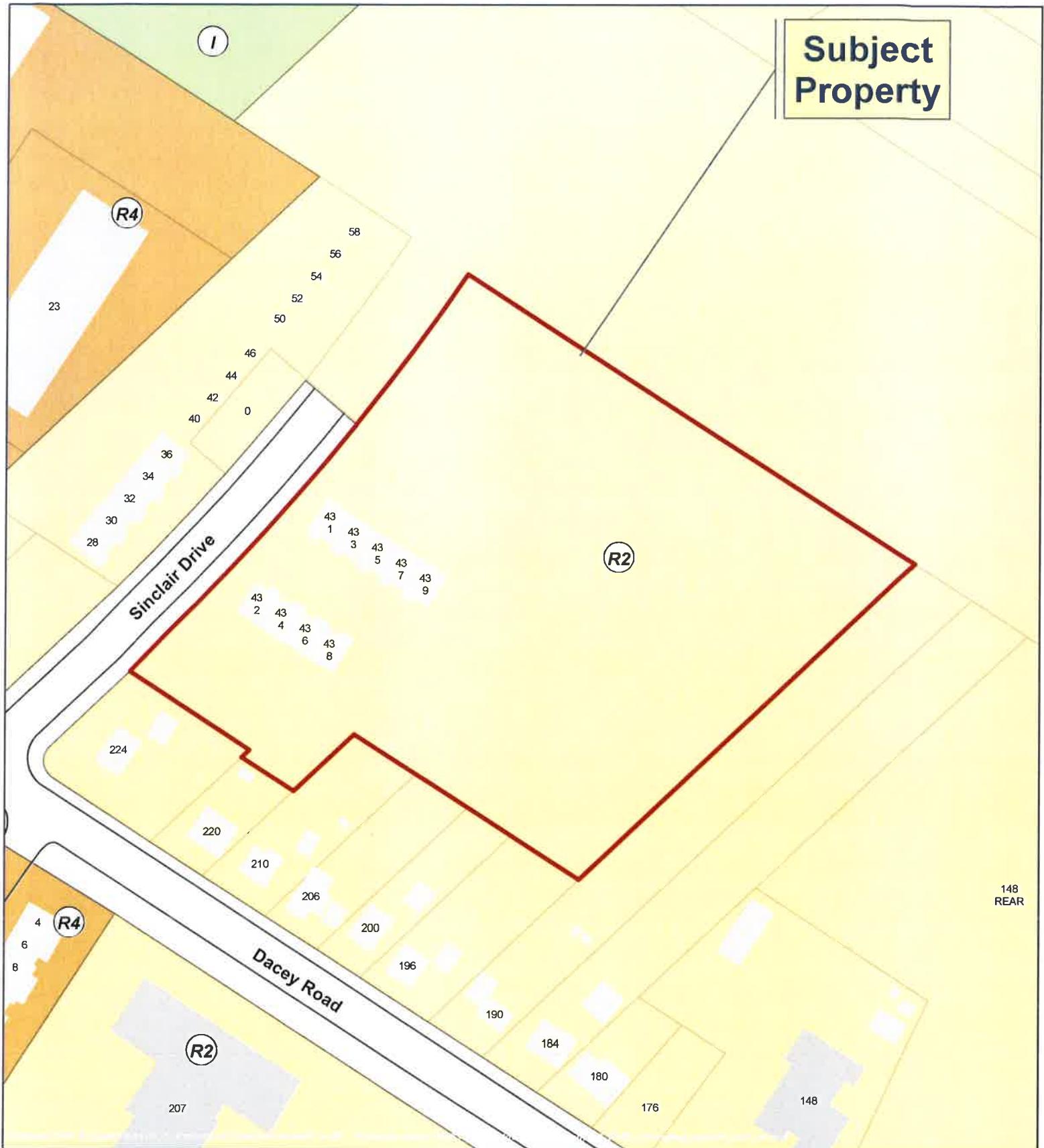
Parcel Fabric

Page 120 of 313

0 5 10 20 Meters  
11 1500



# Subject Property



## Application Map Series

- Subject Property  Official Plan Landuse
- Existing Zoning  Aerial Image
- Official Plan Amendment

## Property Information

Civic Address: 43 Sinclair Drive  
 Roll No.: 010070095080000  
 Map No.: 65/1-40  
 Application No.: 57T-18-501  
 Date Created: January 10, 2018

## Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
C3 - Riverfront Zone: C3hp	R5 - High Density Residential Zone
C4 - General Commercial Zone: C4hp	R6 - Mobile Home Residential Zone
C5 - Shopping Centre Zone	I - Institutional Zone
HZ - Highway Zone	EM - Environmental Management Zone
M1 - Light Industrial Zone	PR - Parks and Recreation Zone
M2 - Medium Industrial Zone: M2hp	RA - Rural Area Zone
M3 - Heavy Indust of Zone	REX - Rural Aggregate Extraction Zone
R1 - Estate Residential Zone: R2hp	AIR - Airport Zone
R2 - Single Detached Residential Zone: R2hp	NU - Named Use - Commercial Dock



**City of  
Sault Ste. Marie**

**Planning and Enterprise Services**  
 Community Development and Enterprise Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
[saultstmarie.ca](http://saultstmarie.ca) | 705-759-5368 | [planning@cityssm.on.ca](mailto:planning@cityssm.on.ca)

This map is for general reference only  
 Orthophoto: None  
 Projection Details

NAD 1983 UTM Zone 16N  
 GCS North American 1983

0 5 10 20 Meters  
 1:1500



## Petition to Place Crossing Guards at St. Basil Catholic Elementary School

Petition summary and background:	The parents, students and staff at St. Basil Catholic Elementary School, on St. Georges Avenue, are greatly concerned for the safety of our children who walk to and from school.
Action petitioned for:	We, the undersigned, are concerned citizens who urge City Council to act now to prevent a child from being injured.

Printed Name	Signature	Address	Date
Elizabeth Mannarino	E. Mannarino	69 Grandhaven Cres.	Dec. 5, 2017
Kimberly Lepore	K. Lepore	194 Reid St.	Dec. 5, 2017
Amie Middleton	A. Middleton	108 Cottage Lane	Dec. 5, 2017
Wendy Koprasch	W. Koprasch	533 Third Line West	Dec. 5, 2017
Fil Lettieri	F. Lettieri	72 Koprasch Ct.	Dec. 5, 2017
Laura Arella	Laura Arella	515 Douglas Street	Dec. 5, 2017
Julie Simard	J. Simard	169 Louise St.	Dec. 5, 2017

Lydia Cuglietta	L Cuglietta	15 Domina Drive	Dec 5/17
Stephanie Pomber	S Pomber	579 Morrison Ave	Dec 5/17
Debbie Halverson	D Halverson	432 Borden Ave	Dec 5, 2017
Christine Chililli	C Chililli	24 Partridge Cr.	Dec 5/17
Kathy Mazi	K Mazi	1416 Bristol Pl	Dec 5/17
Melissa Valente	M Valente	1354 Queen St E	Dec 5, 2017
Mike Yanni	M Yanni	358 Borden Ave	Dec 5, 2017
Emily Thibodeau	E. Thibodeau	24 Morgan cr.	Dec. 5/2017
Nicole Slukynsky	N. Slukynsky	128 Malabar Drive	Dec. 5/2017
Sandra Picard	S Picard	123 Pageant Dr.	Dec. 5/2017
Darlene Gallagher	D. Gallagher	14 Putney Rd	Dec 5/2017
Grace Dick	G Dick	1 Mary Ave.	Dec 5/17
Lisa dos Reis	L dos Reis	301 Mulcahy Dr.	Dec 5/17
Daphne Darlöw	D. Darlöw	108 Indiana Dr.	Dec. 5/17
Kristi Coletti	18 Queensgate	Kristi Coletti	Dec 5/17
Keith Coletti	18 Queensgate	Keith Coletti	Dec 5/17

Angelica Loza	Angelica Loza	113 East Champagne Dr.	Dec 5, 2017
Christina Principe	Christina Principe	48 Pinto Dr.	Dec 5/17
Jennifer Barone	J Barone	11 Waukonosh Ave	Dec 5/17
Christina Buffone	C. Buffone	176 Millcreek Dr.	Dec. 5/17
Paul Berlingieri	<del>Paul Berlingieri</del>	103 Beaumont Ave	Dec 5, 2017
Donny Maggio	<del>Donny Maggio</del>	69 Parkwood Dr	Dec 5, 2017
Carmelita Purificati	Carmelita Purificati	1221 Goulabs Avenue	Dec 5, 2017
Jacqueline Telf	Jacqueline Telf	731 Pine St.	Dec 5, 2017
D DeZordo	D DeZordo	235 Simpson St	Dec 5, 2017
B Germani	B Germani	321 Millcreek	Dec 5, 2017
Sharon Wilson	Sharon A. Wilson	105 Birch St.	Dec 5, 2017
Maria Coccimiglio	Maria Coccimiglio	278 Fourth Line W.	December 5 2017
Denise Liguori	Denise Liguori	144 Greenfield	Dec 6, 2017
Amy Tolin	Amy Tolin	331 Spadina Ave	Dec 6/17
Nancy Medaglia	N. Medaglia	168 Millcreek Dr.	Dec 6/17
Jessica Bonifero	<del>Jessica Bonifero</del>	27 Ruscio Cres	Dec. 6/17

Anna Smith	Anna Smith	19 Morgan Court	Dec. 6, 2017
Joanne Bell	J. Bell	113 Princess Crescent	Dec 6, 2017
Donna Sutlief	Donna Sutlief	350 Lake Street	Dec 6/17
Tony Barone	T. Barone	33 Highcrest St.	Dec 6/17
Melissa P. J. H.	M. P. J. H.	7 Fields Sq	Dec 6/17
Christine Cummings	Cummings	6 Palace Dr.	Dec 6/17
Kuldip Bahri	K. Bahri	76. Alford street	Dec 6/17
Linda Barone	Linda Barone	33 Highcrest St.	Dec 6/17
Sue Chibb	Sue Chibb	24 Partridge	Dec 6/17
FRANK NEVACAL	F. Nevacal	49 Laura St.	06 DEC 17
Raelyn Hogan	R. Hogan	2 Elmwood ave	Dec 7-17
Jaime Schwarz	J. Schwarz	45 Grandriver Cres	Dec 7/17
Leslie Faught	L. Faught	3326 Northland Rd	Dec 7/17
Ann-Marie Fenton	A. M. Fenton	178 Princeton Dr	Dec 8/17
Delia Quake	Delia Quake	129 Wawanosh Ave	Dec 8/17
Darryl Desmoulin	D. Desmoulin	100 Pentagon Dr	Dec 8/17

Wanda Burch	Wanda Burch	186 Tancred	Dec. 12, 2017
Jesse Inch	Jesse Inch	67 Shale	Dec 12 2017
Dany Kritsch	Dany Kritsch	67 Sunle	Dec 12 2017
Desiree Kritsch	Desiree Kritsch	186 Tancred	Dec 12 2017
Lorik Hansen	Lorik Hansen	76 Red St	Dec 13, 2017
Jonathan McKinnon	Marie-Joel LaRouche	46 Manitoba Dr.	Dec 15, 2017
Debra Lindrum	Debra Lindrum	264 m <sup>2</sup> Nass St	Dec 15, 2017
SUSAN METZGER	Susan Metzger	112 CHESTNUT ST	Dec. 15, 2017
JIM Mazi	Jim Mazi	146 BRISTOL PLACE	Dec. 18, 2017
Joshua Lallanté	Joshua Lallanté	280 PIM St	Dec 20, 2017
Pat Carter	Pat Carter	627 MacDonald Pkwy	Dec 20, 2017
Crystal Erickson	Crystal Erickson	539 North St	Dec 20/17
Brook-Lynn Erickson	Brook-Lynn Erickson	149 Cathcart Street	Dec 20/17
Damien Dupuis	Damien Dupuis	149 Cathcart Street	Dec 20/2017
Deane French	Deane French	199 Briant Ave	Dec 20/2017
Anthony	Cardiff	↑ P199 ↑ ↙	Dec 202017

<i>Erin</i>	erin gracie		
<i>Brooke Brazeau</i>	Brooke Brazeau		
<i>Rhiannon Trepasso</i>	Rhiannon Trepasso		
<i>Crystal Fitzgerald</i>			
<i>Sue Notte</i>	Sue Notte		
<i>Denise Willton</i>			
<i>Cara Lato</i>	Cara Lato		
<i>Eileen Lato</i>	Eileen Lato		
<i>Janice Pearson</i>	Janice Pearson		
<i>Alycia Nicholls</i>	Alycia Nicholls		
<i>C. Mazzucco</i>	C. Mazzucco		
<i>B. Paradiso</i>	B. Paradiso		
<i>C. Paradiso</i>	C. Paradiso		
<i>W. Plaskett</i>	W. PLASKETT		
<i>M. Rino</i>	M. Rino		
<i>E. Pini</i>	E. Pini		

Signature

Printed

Pina Hladki	Pina Hladki		
Julie Strachan	Julie Strachan		
Cathy Ingram	CATHY INGRAM		
Jeremy Skratchan			
Joanne Richfield	Joanne Richfield		
Dr. Andress	H. Andress		
Guy Gioventis	GUY GIOVENTIS		
McCullough	McCULLOUGH		
Kay Whistall	KAY WHISTALL		
BILL CONGDON	BILL CONGDON		
Patricia Johnson	PATRICIA JOHNSON		
Barbara Murray	Barbara Murray		
Cori Lind Rowlinson	Cori Lind Rowlinson		
Rob Tregonning	ROB TREGONNING		
Shannon Greco	SHANNON GRECO.		
Jane Dillie	172 Bonti SSM		

Signature	Printed	Signature	Printed
Dorothy Crosson	Dorothy Crosson	Ryan Walker	
Felicia Parsons	Felicia Parsons	Sarah Bailey	S. Bailey
Frances Belham	Frances Belham	Winston Wilson	W. Wilson
Cina Lachetta	PINA TACHETTA	Maryant Erdman	M. Erdman
B. Rogers	BRENDA ROGERS	<del>H. Hallard</del>	S. Pritchard
<del>Mimi</del>	Dawn Simoncini	<del>Dawn Simoncini</del>	B. Tassone
Sarah Altan	Sarah Altan		
Sharon Mador	Sharon Mador		
L. Dominick	Laurel Dominick		
<del>Alecia Cheyenne</del>	Alecia Wynn		
Milana Perri	Milana Perri		
Devin Mauro	Devin Mauro		
Mason Chitareni	Mason Chitareni		
Lebertine Wilson	Lebertine Wilson		
Kayla Servent	Kayla Servent		
Jake Wilson	Jake Wilson		

Signature	Printed	Address	Date
Bethany	F. BELTRAN	52 (Area 5 - SSM Dec 2017)	Dec 20/17
M. Coccimiglio	M. COCCIMIGLIO	674 Wilson St. Marie, Dec. 20/17.	
Garo Hess	C. PARADISO		
Abbie	E Gordon	603 Queen St W SSMarie	Dec 20/17
M. Lafondress	Michelle Lafondress	667 Lennox	Dec 20/17
Amena Marshall	Norma Marshall	8-1025 2nd Line W	Dec 20/17
Derek Crawford	Derek Crawford	667 Lennox	Dec 20/17
Sara Guzzo	Sara Guzzo	389 Rowell Ave.	Dec. 20/17
Matt Hanson	Matt Hanson	18 Spruce St.	Dec 20 2017
Brad Keen	Brad Keen	539 John Street	Dec 20/17
Mary Pagnotta	MARY PAGNOTTA	42 Dahlia St	Dec 20/17
Maricelle Bourgault	Maricelle Bourgault	722 Cooper St.	Dec 20/17
Marlene Biron	Marlene Biron	Garden River	Dec 20/17
Lynn Dupuis	Lynn Dupuis	614 Korah Rd	Dec 20/17
N. Senecal	Nella Senecal	49 Laura St.	Dec 20/17
Stacy Raynor	Stacey Raynor	416 Brule Rd	Dec 20/17

Mari Hillstrom	MARCI HILLSTROM	738 Bruce Rd.	Dec. 20/17
Tiff <del>Thierry</del>	Tracy Read	14 Daffern Ave.	Dec 20/2017
<del>Thierry</del>	Tina Chiarello	205 Lublin St	"
Amelia Airey	Robert Edwards	24 Montcalm Rd	" "
Joe Aiello	Amelia Airey	702 Wellington St. W.	Dec 20/17
Charles Metivier	Joe Aiello	7	"
D. Jason	Dawnne Trozzo	75A Chapple Ave.	"
<del>Jeff Primeau</del>	Jeff Primeau	586 Wilson St.	
Rachel Mauro	Rachel Mauro	116 Cody Point Crt.	Dec 20/17
Shaynee Brazeau	Shaynee Brazeau	129 Lasalle Crt	Dec 20/17
Reyanna Sangestino	Reyanna Sangestino	50 Grove Crt	Dec 20/17
Hannah Lettieri	Hannah Lettieri	12 Koprost Crt	Dec 20/17
Miguela Mansfield	Miguela Mansfield	90 Poplar Ave	Dec 20/17
Rob Cognion	Rob Cognion	32 Louise Ave	"
Karen Copppini	Eloyna	32 Louise Ave	Dec 20/17

Print Name	Signature	Address	Date
Lorie McLeod	Lorie McLeod	158 Pittsburg Ave	Dec 20/17
Megan McLeod	Megan McLeod	4 Kingsmont	Dec 20/17
Cindy Overman	Cindy Overman	87 Knox Ave	Dec 20/2017
Lino Bonin	Lino Bonin	484 Northland Rd	Dec 20/17
Jaimie Estwick	Jaimie Estwick	37 Algoma	Dec 20/17
Maristana AYI	Maristana AYI	109 Prince Charles Cr.	Dec 20/17
M. D'Angelis	M. D'Angelis	109 Salisbury Ave	Dec 20/17
A D'Angelis	A D'Angelis	109 Salisbury Ave	Dec 20/17
Teresa Lepore	TERESA LEPORE	288 Grand Blvd	Dec 20/17
Franco Lepore	Franco Lepore	288 Grand Blvd	Dec 20/17
Ryan McLaughlin	Ryan McLaughlin	116 Weiden Ave.	Dec 20/2017
Kathy Matalichuk	K. Matalichuk	574 Wilson St	Dec 20/2017
Ripley Levesque	Ripley Levesque	574 Wilson St.	Dec 20/2017
KAY Levesque	KAY Levesque	574 Wilson St	Dec 20/17
Kim Bouchard	Kim Bouchard	470 North St	Dec 20/17
Greg Massicotte	Greg Massicotte	247 Gloucester St	Dec 20/17

Print Name	Signature	Address	Date
LINA PLASTINO	Lina Plastino	50 Promiss St.	Dec 20/17
Tom McKersie	Tom McKersie	819 Trunk Rd.	Dec 20/17
DARLENE CARTY	Darlene Carty	3 Sherwood Pkwy	Dec 20/17
Belinda Watkins	Belinda Watkins	331 Franklin	Dec 20/17
Katelyn Watkins	Katelyn Watkins	331 Franklin St	Dec 20/17
Cecile Evans	Cecile Evans	44 Oregon St	Dec 20/17
Brenda Carty	Brenda Carty	104 Birch St.	Dec 20/17
Mike Chapman	Mike Chapman	341 Gillies St.	Dec 20/17
Melissa LaPlante	Melissa LaPlante	280 Pin St.	Dec 20/17
Mrs. Luerencia Perea		20 Admiral	Dec 20/17
Anthony Romano	Anthony Romano	155 Sackville Rd	Dec 20/17
FRANCA TAKETTA	Francesca Taketta	1048 NORTH ST	Dec 20/17
John Taketta	John Taketta	1048 NORTH ST	Dec 20/17
Michelle Chapman	Michelle Chapman	341 Gillies ST.	Dec 20/17
Marietta Trudeau	Marietta Trudeau	18 WRIGHT ST	Dec 20/17
STEPHEN CARTY	Stephen Carty	64 Birch St	Dec 20/17

Hollie Gough *Hollie Gough* 118 Trelawne Ave Dec 20/17

Donald Gough *Donald Gough* 118 Trelawne Ave Dec 20/17

Carm Madill *(Carm Madill)* 23 Highland Cr Dec 20/17

Amanda Boyle



Peggy Stulbington

Andrea Niro

528 John St



Dec 21 2017

Dec. 21, 2017

DEC 21, 2017



## Snow Windrow Removal Program Facts & Guidelines

### What is a snow windrow?

A snow windrow is the pile of snow that is left at the bottom of a driveway after the snow plow has cleared the road. The City's windrow clearing program helps seniors 65+ and people with disabilities or medical conditions that are unable to clear the windrow on their own.

### What does the snow windrow removal service include?

The removal of the windrow will occur following road plowing activities performed by the City and only to remove resultant windrows that are greater than 10cm (4 inches) in height. The City reserves the right to decide when the Snow Windrow Removal Service will occur.

Windrow clearing starts after the City has plowed the road. All efforts will be made to clear windrows **within 20 hours following the plowing of road**. Contractors will be dispatched to clear windrows (one car width only) after the route has been cleared by the plow.

### Who is eligible for the program?

- Residents 65 years of age or older (proof of age is required)
- Residents of the City of Brantford (proof of address is required)
- Person with a disability or medical condition (a doctor's note is required)
- Registrant will also need to sign a declaration stating that no person under the age of 65 and/or who is capable of snow removal is living at their residence



## When and how can I register?

Registration is open from **October 1st to December 1st** each calendar year.

New applications must be processed in person at the Public Works Service Counter located at City Hall, 100 Wellington Square with proof of age or medical condition and address. City Hall is open weekdays from 8:30 am to 4:30 pm (holidays excepted).

Residents must register or re-new their registration for the program on an annual basis during the open registration period.

For further information please contact the City at (519) 759-4150.

## Additional Information

- Any obstruction at the end of your driveway preventing the clearing of the windrow must be removed.
- The City of Brantford is not responsible for any damage to private property.
- **Please keep your house number visible at all times and illuminated at night.**
- Please notify the Public Works Department if you move from your residence or if at any time a person(s) under the age of 65 and able to clear snow, moves into your home.
- Failure to comply with the conditions to qualify for this service and/or misrepresentation of any information may result in termination of the service.
- Residents must reside at the residence throughout the winter months.

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## NEWS LOCAL

# Arena's bottom line takes a hit



By Elliot Ferguson, Kingston Whig-Standard  
Monday, January 8, 2018 7:59:53 EST PM



The Rogers K-Rock Centre is to be under new management after Toronto-based private equity company Onex Corp. announced Monday the purchase of SMG Canada's American parent company, SMG Holdings Inc., for an undisclosed sum. (Whig-Standard file photo)

Fewer touring concerts and events and lower attendance last year put a dent in the Rogers K-Rock Centre's bottom line.

In its 2018 annual plan, SMG Canada reported that in 2017 the overall net revenue at the arena was close to \$122,000 lower than projected.

Net event revenue was more than \$485,000, but it was expected it would be more than \$607,000.

"The overall event revenues are projected to be 16.8 per cent lower for 2017 than budgeted, with a projected total of 104 events and projected total attendance of 206,294," a report to city council from Lanie Hurdle, commissioner of community services, stated. "This is a result of significantly fewer touring concert events available for 2017 for mid-sized venues and the rescheduling of multi-performance shows."

Lower suite and advertising revenues also contributed to a 9.7 per cent drop in the non-event revenue that was projected.

Operational expenses were projected to be 11 per cent lower than budget in 2017, largely because of lower materials, supplies and service expenses, lower general and administrative expense, repairs and maintenance expense and salaries, wages and benefits.

The K-Rock Centre exceeded the \$700,000 profit level in 2013 and 2016.

Net revenue in 2016 was \$757,541 -- largely attained because of the final concert by The Tragically Hip that August.

A year ago, city council approved a five-year extension to SMG's K-Rock Centre contract.

Under the new contract, the city is guaranteed 100 per cent of the first \$550,000 of profit, 10 per cent of what is generated between \$550,000 and \$625,000, then 65 per cent of everything exceeding \$625,000.

SMG predicts a better 2018. In its 2018 budget, the company is forecasting net income of more than \$597,000.

While the K-Rock Centre, which marks its 10th anniversary this year, expected is to host 102 events in 2018, two fewer than last year, those events are to be larger, more profitable events.

"The event mix changes every budget year and includes events attracting a smaller audience as well as fewer events expected to attract much larger audiences," the company's report to council stated. "Since the events budgeted for 2018 include larger events, the result is increased revenue despite fewer overall events."

In the next few weeks, the purchase of SMG Canada's American parent company, Philadelphia-based SMG Holdings Inc., by Toronto-based private equity company Onex Corp. is expected to close.

elerguson@postmedia.com



## This Week's Flyers



## Rachel Tyczinski

---

**Subject:** FW: Essar Centre  
**Attachments:** 2018 01 15 Essar summary\_S Meyers.xlsx

**From:** Shelley Schell  
**Sent:** January 15, 2018 11:41 AM  
**To:** Susan Myers  
**Cc:** Tom Vair  
**Subject:** Essar Centre

Good Morning Susan

As discussed, attached is a history of the actual and budget costs for the Essar Centre. The fluctuations in the actual costs is mainly due to Greyhound revenue which can vary significantly if they reach the playoffs as the City's share of ticket revenue becomes greater. I have also attached the Facility Administration costs (second tab of spreadsheet). A significant portion of this cost centre is directly attributable to the Essar Centre.

I have copied Tom Vair on this email for information and comment.



### Shelley J. Schell

Chief Financial Officer & Treasurer  
Finance Department  
City of Sault Ste. Marie  
t. 705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)

---

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca)



CITY OF SAULT STE MARIE  
ESSAR CENTRE

For the Twelve Months Ending December 31

	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD	5 YEAR AVG	2017	2018
	Actual	Actual	Actual	Actual	Actual		Budget	BUDGET
<b>REVENUE</b>								
Fees and user charges	(\$1,759,311.40)	(\$1,660,753.11)	(\$1,767,821.83)	(\$1,814,302.83)	(\$1,833,009.65)	(\$1,767,039.76)	(\$1,594,953.00)	(\$1,699,175.00)
Other income	(\$35,615.22)	(\$17,759.60)	(\$19,476.73)	(\$9,607.48)	(\$46,263.65)	(25,744.54)	(\$19,000.00)	(25,750.00)
	<b>(\$1,794,926.62)</b>	<b>(\$1,678,512.71)</b>	<b>(\$1,787,298.56)</b>	<b>(\$1,823,910.31)</b>	<b>(\$1,879,273.30)</b>	<b>(1,792,784.30)</b>	<b>(\$1,613,953.00)</b>	<b>(1,724,925.00)</b>
<b>EXPENDITURES</b>								
Salaries	\$830,574.53	\$686,869.71	\$663,255.39	\$719,855.18	\$797,726.40	739,656.24	\$753,836.00	835,876.87
Benefits	\$114,534.04	\$93,580.35	\$84,525.54	\$90,244.21	\$85,373.00	93,651.43	\$93,775.15	97,093.54
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$945,108.57</b>	<b>\$780,450.06</b>	<b>\$747,780.93</b>	<b>\$810,099.39</b>	<b>\$883,099.40</b>	<b>833,307.67</b>	<b>\$847,611.15</b>	<b>932,970.41</b>
Utilities and Fuel	\$383,156.73	\$406,692.45	\$387,800.25	\$406,762.74	\$485,603.03	414,003.04	\$420,000.00	480,400.00
Materials and supplies	\$105,904.46	\$72,008.12	\$50,853.48	\$43,605.43	\$41,922.15	62,858.73	\$87,100.00	59,150.00
Maintenance and repairs	\$227,459.70	\$268,199.25	\$254,222.03	\$299,020.16	\$270,180.76	263,816.38	\$282,000.00	235,000.00
Program expenses	\$181,028.95	\$103,197.71	\$195,788.97	\$148,805.36	\$150,517.72	155,867.74	\$119,000.00	181,140.00
Goods for resale	\$379,227.26	\$343,796.02	\$314,570.08	\$304,990.37	\$332,565.82	335,029.91	\$320,000.00	330,800.00
Financial expenses	\$19,021.41	\$21,906.17	\$71,842.97	\$49,418.21	\$66,086.75	45,655.10	\$25,850.00	43,450.00
Purchased and contracted services	\$35,142.95	\$38,452.30	\$36,581.80	\$61,201.25	\$55,481.12	45,371.88	\$27,400.00	48,405.00
Transfer to own funds	\$74,513.56	\$56,610.18	\$58,160.84	\$46,379.43	\$52,046.30	57,542.06	\$55,000.00	24,000.00
Capital expense	\$16,643.03	\$14,388.01	\$15,620.24	\$19,817.76	\$18,118.68	16,917.54	\$19,000.00	16,500.00
<b>TOTAL OTHER EXPENSES</b>	<b>\$1,422,098.05</b>	<b>\$1,325,250.21</b>	<b>\$1,385,440.66</b>	<b>\$1,380,000.71</b>	<b>\$1,472,522.33</b>	<b>1,397,062.39</b>	<b>\$1,355,350.00</b>	<b>1,418,845.00</b>
	<b>\$2,367,206.62</b>	<b>\$2,105,700.27</b>	<b>\$2,133,221.59</b>	<b>\$2,190,100.10</b>	<b>\$2,355,621.73</b>	<b>2,230,370.06</b>	<b>\$2,202,961.15</b>	<b>2,351,815.41</b>
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$572,280.00</b>	<b>\$427,187.56</b>	<b>\$345,923.03</b>	<b>\$366,189.79</b>	<b>\$476,348.43</b>	<b>437,585.76</b>	<b>\$589,008.15</b>	<b>626,890.41</b>

CITY OF SAULT STE MARIE FACILITY ADMINISTRATION								
	For the Twelve Months Ending December 31							
	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD	5 YEAR AVG	2017	2018 BUDGET
	Actual	Actual	Actual	Actual	Actual		Budget	
<b>REVENUE</b>								
Fees and user charges	(\$27,635.38)	(\$23,037.73)	(\$24,314.28)	(\$23,567.03)	(\$52,549.71)	(\$30,220.83)	(\$24,000.00)	(\$24,000.00)
	(\$27,635.38)	(\$23,037.73)	(\$24,314.28)	(\$23,567.03)	(\$52,549.71)	(30,220.83)	(\$24,000.00)	(24,000.00)
<b>EXPENDITURES</b>								
Salaries	\$593,490.78	\$643,317.58	\$607,364.42	\$711,135.36	\$772,277.99	665,517.23	\$693,943.00	699,831.88
Benefits	\$140,350.73	\$166,637.80	\$151,451.06	\$173,050.55	\$194,230.77	165,144.18	\$189,146.51	187,425.26
<b>TOTAL SALARIES/BENEFITS</b>	<b>\$733,841.51</b>	<b>\$809,955.38</b>	<b>\$758,815.48</b>	<b>\$884,185.91</b>	<b>\$966,508.76</b>	<b>830,661.41</b>	<b>\$883,089.51</b>	<b>887,257.14</b>
Travel and training	\$0.00	\$37.41	\$418.34	\$475.00	\$3,510.00	888.15	\$3,000.00	3,000.00
Vehicle allowance, maintenance and repairs	\$2,875.59	\$2,239.08	\$1,747.51	\$1,715.39	\$2,528.45	2,221.20	\$2,500.00	2,500.00
Materials and supplies	\$32,697.39	\$36,130.19	\$30,919.47	\$25,376.59	\$27,508.56	30,526.44	\$30,125.00	26,475.00
Maintenance and repairs	\$6,931.62	\$5,871.77	\$15,014.82	\$4,637.88	\$6,779.67	7,847.15	\$11,000.00	11,000.00
Purchased and contracted services	\$6,071.20	\$6,347.14	\$5,461.42	\$7,359.78	\$5,846.30	6,217.17	\$6,000.00	5,900.00
Transfer to own funds	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$26,000.00	17,200.00	\$15,000.00	15,000.00
<b>TOTAL OTHER EXPENSES</b>	<b>\$63,575.80</b>	<b>\$65,625.59</b>	<b>\$68,561.56</b>	<b>\$54,564.64</b>	<b>\$72,172.98</b>	<b>64,900.11</b>	<b>\$67,625.00</b>	<b>63,875.00</b>
	\$797,417.31	\$875,580.97	\$827,377.04	\$938,750.55	\$1,038,681.74	895,561.52	\$950,714.51	951,132.14
<b>NET (REVENUE)/EXPENDITURE</b>	<b>\$769,781.93</b>	<b>\$852,543.24</b>	<b>\$803,062.76</b>	<b>\$915,183.52</b>	<b>\$986,132.03</b>	<b>865,340.70</b>	<b>\$926,714.51</b>	<b>927,132.14</b>

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-13**

**HUB TRAIL:** (R1.72) A by-law to restrict the use of vehicles on the Hub Trail.

**WHEREAS** on July 16, 2012, City Council passed a resolution requesting the Parks and Recreation Advisory Committee in consultation with the appropriate staff, Police Services and the Accessibility Advisory Committee, to review which types of motorized vehicles should be permitted to be used on the John Rowswell Hub Trail and provide recommendations to City Council;

**AND WHEREAS** the Parks and Recreation Advisory Committee in consultation with the appropriate City staff, Police Services and the Accessibility Advisory Committee have agreed to the types of motorized vehicles that should be permitted to use the John Rowswell Hub Trail and connecting spoke trails;

**NOW THEREFORE** the Council of The Corporation of the City of Sault Ste. Marie pursuant to section 10(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **Definitions**

Any term not hereto defined shall have the same meaning as the term has in the *Highway Traffic Act*, R.S.O. 1990, c. H.8, and its regulations, as amended.

In this by-law:

“Bicycle” includes a bicycle, tricycle, or other similar vehicle, but does not include a Power-Assisted Bicycle or any vehicle propelled or driven by any power other than muscular power;

“City” means the City of Sault Ste. Marie;

“Corporation” means the Corporation of the City of Sault Ste. Marie;

“Electric Bicycle” or “E-Bike” means a Power-Assisted Bicycle;

“HTA” means the *Highway Traffic Act*, R.S.O. 1990, c. H.8, and its regulations, as amended;

“Hub Trail” means the John Rowswell Hub Trail and spoke trails as designated, and indicated in the Table attached as Schedule “A” to this by-law;

“Motor Vehicle” includes an automobile, motorcycle, motor-assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power, but do not include a street car or other motor vehicle running only upon rails, a Power-Assisted Bicycle, a motorized snow vehicle, a traction engine, a farm tractor, a self-propelled implement of husbandry, or a road-building machine;

“Person with a Mobility Disability” means a person whose mobility is limited by one or more disabilities, conditions or functional impairments;

“Personal Mobility Device” means a chair, mounted on wheels driven by muscular power or electrical power that is designed for and used by a Person with a Mobility Disability, and does not include an E-Bike;

“Power-Assisted Bicycle” means a bicycle that:

- (a) is a power-assisted bicycle as defined in subsection 2(1) of the *Motor Vehicle Safety Regulations* made under the *Motor Vehicle Safety Act (Canada)*, S.C. 1993, c. 16;
- (b) bears a label affixed by the manufacturer in compliance with the definition referred to in clause (a);
- (c) has affixed to it pedals that are operable; and
- (d) is capable of being propelled solely by muscular power;

“Segway” means a device known as the Segway Personal Transporter or the Segway Human Transporter that is manufactured by Segway, Inc. or other similar device; and

“Vehicle” includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine, motorized snow vehicle, street car, Bicycle, Electric Bicycle, Segway, and any vehicle drawn propelled or driven by any kind of power, including muscular power, but does not include Personal Mobility Devices, or, if unaltered to reduce or remove the use of muscular power, in-line skates, skateboards, coasters, scooters, toy vehicles, toboggans, sleighs, or similar devices.

## 2. **VEHICLES ON THE HUB TRAIL PROHIBITED**

- (a) No person shall drive or operate any Vehicle, except a Bicycle, on the Hub Trail.
- (b) No person shall permit any Vehicle, except a Bicycle, from being driven or operated on the Hub Trail.

- (c) Without restricting the sections above, no person shall operate an E-Bike on the Hub Trail.

### **3. EXCEPTIONS**

Section 2 of this by-law does not apply to:

- (a) Ambulances, Police or Fire Services Vehicles, or any other emergency Vehicle which is actively engaged in the performance of their duties;
- (b) Vehicles actually and actively engaged in works undertaken for or on behalf of the City, a public transit agency authorized to operate in the City, or a public utility, including telecommunications, energy, water supply, wastewater related services, and the Sault Ste. Marie Region Conservation Authority;
- (c) A Person with a Mobility Disability utilizing a Personal Mobility Device; and
- (d) A person operating a Segway in accordance with section 5 or 6 of O.Reg 488/06, as amended.

### **4. SPEED LIMIT ON THE HUB TRAIL**

At no time shall any person travel faster than 20 km/h while travelling on the Hub Trail.

### **5. SIDEWALKS**

Where a portion of the Hub Trail would meet the definition of a “sidewalk” pursuant to the definition under Traffic By-law 77-200, as amended, and in the event of a conflict between Traffic By-law 77-200 and this by-law with respect to which Vehicles are permitted to be used on the Hub Trail, this by-law shall take precedence.

### **6. ENFORCEMENT**

The enforcement of this by-law shall be the responsibility of Sault Ste. Marie Police Services or its designee.

**7. 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*, R.S.O. 1990, c. P.33, as amended.

**8. SCHEDULE “A”**

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

**9. EFFECTIVE DATE**

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

**PASSED** in open Council this 5<sup>th</sup> day of February, 2018.

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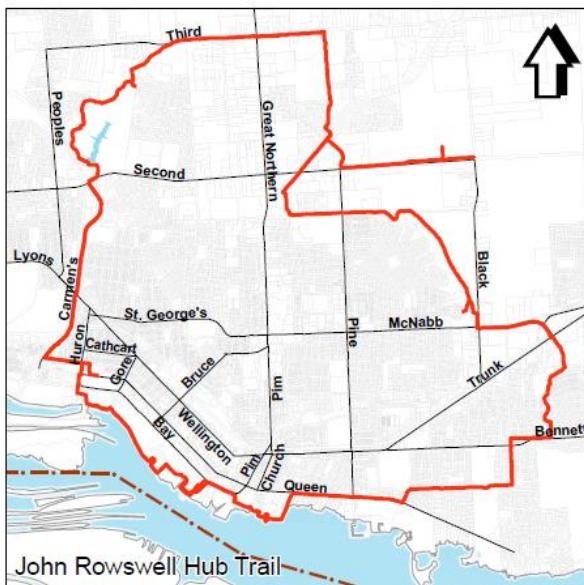
**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

Street Name or Designated Section of Trail	From Street	To Street	Total Distance	Trail Type	Trail Surface
JRHT "The Boardwalk"	Canal Drive	East Street at Bay Street	2.85 km	Multi-use Path	Asphalt/Boardwalk/Paving Brick
JRHT "Historic District"	East Street at Bay Street	Pine Street at Queen Street East	2.27 km	Multi-use Path	Asphalt
JRHT "East Neighbourhood"	Pine Street at Queen Street East	Churchill Boulevard	Approx. 578 m	Multi-use Path	Asphalt
JRHT "East Neighbourhood"	Churchill Boulevard	Mark Street	Approx. 172 m	Multi-use path	Asphalt
JRHT "East Neighbourhood"	Mark Street at Churchill Boulevard	Hugill Street	Approx. 650 m	On Road	Asphalt
JRHT "East Neighbourhood"	Hugill Street at Mark Street	Black Road at McNabb Street	Approx. 3.94 km	Multi-use Path	Asphalt
JRHT "Finn Hill"	Black Road at McNabb Street	Pine Street at Northern Avenue	2.65 km	Multi-use Path	Asphalt
JRHT "Northern Corridor"	Pine Street at Northern Avenue	Willow Avenue at SSM Emergency Services Restricted Area	Approx. 600 m	On Road	Asphalt
JRHT "Northern Corridor"	Willow Avenue at SSM Emergency Services Restricted Area	Old Garden River Road	Approx. 300 m	Multi-use Path	Asphalt
JRHT "Northern Corridor"	Old Garden River Road at Emergency Services Entryway	Eastwood Street at Cedarwood Drive	Approx. 1.12 km	On Road	Asphalt
JRHT "Northern Corridor"	Eastwood Street at Cedarwood Drive	Northern Entrance to Fort Creek	Approx. 2.939 km	Multi-use Path	Asphalt
JRHT "Northern Corridor"	Old Garden River Road at Entrance to St. Mary's	Second Line East at Black Road	Approx. 1946 km	Multi-use Path	Asphalt
JRHT "Fort Creek"	Third Line East at Northern Entrance to Fort Creek	Second Line East at Carmen's Way	2808 km	Multi-use Path	Asphalt
JRHT "Carmen's Way"	Second Line East at Carmen's Way	White Oak Drive West	Approx. 211 m	On Road	Asphalt
JRHT "Carmen's Way"	White Oak Drive West at Carmen's Way	Canal Drive	Approx. 3.109 km	Multi-use Path	Asphalt
JRHT "Carmen's Way"	Huron Street at Albert Street West	John Street at Queen Street West	Approx. 310 m	Multi-use Path	Asphalt

Below Map for illustrative purposes only



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

**Schedule “B” Part 1 Provincial Offences and Set Fines**

<b>Short Form Wording</b>	<b>Provision Creating or Defining Offence</b>	<b>Set Fine</b>
Drive prohibited vehicle on Hub Trail	2(a)	\$75.00
Permit to drive prohibited vehicle on Hub Trail	2(b)	\$75.00
Operate an E-bike on Hub Trail	2(c)	\$75.00
Travel faster than 20km/h on the Hub Trail	4	\$75.00

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-15**

**AGREEMENT:** (E2.3) A by-law to authorize the execution of the Agreement between the City and Stem Engineering Group Incorporated for engineering services for the Pim Street Pump Station inspection and upgrades.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 5, 2018 between the City and Stem Engineering Group Incorporated, a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for the Pim Street Pump Station inspection and upgrades.

**2. SCHEDULE "A"**

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

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 5<sup>th</sup> day of February, 2018.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

# **Schedule "A"**

**M.E.A. / C.E.O.**

**CLIENT / ENGINEER AGREEMENT**

**FOR**

**Professional Consulting Services**

**2016**

**AGREEMENT CONTENTS**

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AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES  
Dated the 5th day of February A. D. 2018

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends have repair work carried out on the Overflow Tank and Inlet Chamber; and inspection of the #1 and #2 Wet Wells; all at the Pim Street Pump Station.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## DEFINITIONS

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.
- b) Services – The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.07 are hereinafter called the 'Services'.
- c) RFP – N/A
- d) Addenda – an item of additional material, typically omissions, added
- e) Order of Precedence:
  - i. Addendums
  - ii. Request for Proposal issued
  - iii. Proposal submission document including detailed Work Plan and Fee Estimate

## ARTICLE 1 - GENERAL CONDITIONS

### 1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) for the Project under the general direction and control of the Client.

### 1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

### 1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### 1.4 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### 1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

### 1.6 Records and Audit

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.

- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence,

discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$5,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$5,000,000 per claim and in the \$5,000,000 aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) **Additional Coverage**

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

- 1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
  - b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
  - c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation
    - a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
    - b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
    - c) If not agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
    - d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
    - e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
    - f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.
  - 3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
  - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
  - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
  - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
  - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
  - vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act*, R.S.O. 1990, c.C-43.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

**1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

**1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 **Additional Conditions** Not applicable

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

## **ARTICLE 2 – SERVICES TO BE PROVIDED**

2.01 Services provided by the Engineer will include preparation of Engineering Drawings (complete with repair details), specifications, contract administration, review and reporting. In addition, an Engineering Inspection and report will be provided for both Wet Wells (#1 and #2). It should be noted that scaffolding access, cleaning and confined space access will all be provided by others. Refer to estimate sheets (Schedule A).

The Engineer, through the selected contractor, will have the chamber cleaned (power washed), all liquid and sludge removed (vac truck), scaffolding installed for access and confined space monitoring and rescue services provided to meet Ontario Regulations. This work will be included in the Contractors Bid documents as part of their work.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

**a) Cost of the Work:**

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment are furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

**b) Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### **3.2 Basis of Payment**

#### **3.2.1 Not applicable**

#### **3.2.2 Fees Calculated on a Time Basis**

##### **3.2.2.1 Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Job Classifications:

Senior Engineer \$160.00

Engineer 4 \$150.00

Engineer 3 \$130.00

Designer \$85.00

Technician/Site \$95.00

Clerical \$65.00

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

##### **3.2.2.2 Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

##### **3.2.3 Not applicable**

#### **3.2.4 Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

#### **3.2.5 Upset Cost Limit**

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$29,107.00 plus applicable taxes made up as follows:

- (i) **Not applicable**
- (ii) **Not applicable**
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A.

**3.3 Payment**

**3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12% percent (1% percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

**3.3.2 Not applicable**

**3.3.3 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

**3.4 Fee Estimate**

Estimated Fee is contained in Schedule A (3 pages).

Our fee for the 2018 work is under STEM project #17190 in the amount of \$ 29,107.00 (+HST).

## ARTICLE 4 – FORM OF AGREEMENT

### **ENGINEER: STEM ENGINEERING GROUP INCORPORATED**

---

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This \_\_\_\_ Day of \_\_\_\_\_

Signature	
Name	MARK COLEMAN, P. Eng.
Title	PRINCIPAL

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

---

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_

Signature		Signature	
Name	CHRISTIAN PROVENZANO	Name	MALCOLM WHITE
Title	MAYOR	Title	CITY CLERK

**ARTICLE 5 – ATTACHMENTS – N/A**

**SCHEDULE "A"**

**Estimate Sheets**



875 Queen Street East, suite 2  
Sault Ste. Marie, Ontario  
P6A 2B3

p.705.942.6628  
f. 705.942.7515

## ENGINEERING ESTIMATE #1

Project:	Pim Street Pump Station - Inlet Chamber/Overflow Tank	Project No.	17190.01
Description:	Construction Repairs - Eng. Dwgs, Cont. Admin., and Tank Inspect.	Date:	August 2, 2017

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	-allow	8.00		
Cleaning	NR	-		
Confined Space	NR	-		
Scaffolding	NR	-		
Site Inspection	Sr. Engineer 1 day (8 hrs) (Dmac) Inter. Engineer 1 day (8 hrs) (NL)	8.00 8.00		
Drafting	Plan view of tanks and chamber (update plan) (SSS) Details inside chamber Details inside tank	10.00 14.00 8.00		
Engineering	Design (DMac) Checking dwgs. Field support (allow) (DB) Final report (finalize existing report with tank info) Review report (MPC)	12.00 6.00 4.00 8.00 2.00		
Estimates	Construction estimate	8.00		
Project Management	Contract Documents and tendering (DB) Allow field review (3 days@4hrs/day)	24.00 12.00		
Clerical	Allow	2.00		
Supervision	Allow	2.00		
Disbursements	Mileage (allow) (@ 0.55/km) NR			
		<b>SUBTOTAL</b>	<b>136.00</b>	<b>\$ 15,506.00</b>
		13% HST		\$2,015.78
		<b>TOTAL</b>		<b>\$17,521.78</b>

## ENGINEERING ESTIMATE #2

Project:	<b>Plm Street Pump Station - Wet Well #1</b>	Project No.	<b>17190.02R1</b>
Description:	<b>Inspection and Report</b>	Date:	<b>September 22, 2017</b>

TASK	DESCRIPTION	HOURS	RATE	COST
<b>Preliminary</b>	-allow	3.00		
<b>Cleaning</b>	Vac truck, wash truck, confined space rescue & equip. NI			
<b>Cleaning Allowance</b>	Additional cleaning to deal with high flow event NI	NI		
<b>Scaffolding</b>	Install and remove, confined space NI	NI		
<b>Confined Space</b>	men and equipment NI	NI		
<b>Site Inspection</b>	Sr. Engineer 1.5 days (12 hrs) (Dmac) Inter. Engineer 1.5 days (12 hrs) (NL)	12.00 12.00		
<b>Drafting</b>	Plan view of tanks (for report) (SSS) Details inside tank	4.00 4.00		
<b>Engineering</b>	Final report (Wet Well #1 side) Review report (MPC)	12.00 2.00		
<b>Estimates</b>	Construction estimate	4.00		
<b>Clerical</b>	Allow	3.00		
<b>Supervision</b>	Allow	2.00		
<b>Disbursements</b>	Mileage (allow) (@ 0.55/km) NR			
		<b>SUBTOTAL</b>	<b>58.00</b>	<b>\$ 7,567.00</b>
		13% HST		\$983.71
		<b>TOTAL</b>		<b>\$8,550.71</b>

NI - Not included with Engineering work

## ENGINEERING ESTIMATE #3

Project: **Pim Street Pump Station - Wet Well # 2** Project No. **17190.03R1**

Description: **Inspection and Report** Date: **September 22, 2017**

TASK	DESCRIPTION	HOURS	RATE	COST
<b>Preliminary</b>	-allow	2.00		
<b>Cleaning</b>	Vac truck, wash truck, confined space rescue & equip. NI	-		
<b>Cleaning Allowance</b>	Additional cleaning to deal with high flow event	NI	-	
<b>Scaffolding</b>	Install and remove, confined space	NI	-	
<b>Confined Space</b>	men and equipment	NI	-	
<b>Site Inspection</b>	Sr. Engineer 1 day (9 hrs) (Dmac) Inter. Engineer 1 day (9 hrs) (NL)	9.00 9.00		
<b>Drafting</b>	Plan view of tanks (for report) (SSS) Details inside tank	4.00 4.00		
<b>Engineering</b>	Final report (Wet Well #2 side) Review report (MPC)	9.00 2.00		
<b>Estimates</b>	Construction estimate	4.00		
<b>Clerical</b>	Allow	2.00		
<b>Supervision</b>	Allow	2.00		
<b>Disbursements</b>	Mileage (allow) (@ 0.55/km) NR			
		<b>SUBTOTAL</b>	<b>47.00</b>	<b>\$ 6,034.00</b>
		<b>13% HST</b>		<b>\$784.42</b>
		<b>TOTAL</b>		<b>\$6,818.42</b>

**NI - Not included with Engineering work**

**City of Sault Ste. Marie**

**BY-LAW NO. 2018-19**

**ANIMAL CARE AND CONTROL BY-LAW:** (R1.5) A by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie.

**WHEREAS** sections 8, 9 and 10 of the *Municipal Act, 2001*, S.O. 2001, c.25 authorize a municipality to pass by-laws necessary or desirable for municipal purposes, and in particular, paragraphs 5, 8 and 9 of subsection 10(2) authorize by-laws respecting: the economic, social and environmental well-being of the municipality; the protection of persons and property and Animals;

**AND WHEREAS** subsection 8(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that a by-law under section 10 of that Act respecting a matter may regulate or prohibit and, as part of the power to regulate or prohibit respecting the matter, may require a Person to do things respecting the matter or may provide for a system of Licenses respecting the matter;

**AND WHEREAS** Section 103(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that if a by-law is passed regulating or prohibiting with respect to the being At Large of Animals, the by-law may provide for the seizure and impounding of Animals being At Large and the sale of impounded Animals;

**AND WHEREAS** section 425 of the *Municipal Act, 2001*, S.O. 2001, c.25 authorizes a municipality to pass by-laws providing that a Person who contravenes a by-law of the City of Sault Ste. Marie passed under that Act is guilty of an offence;

**AND WHEREAS** the *Municipal Act, 2001*, S.O. 2001, c.25 further authorizes a municipality, amongst other things, to delegate its authority, to impose fees or charges, to provide for inspections, and to make orders to discontinue activity or to do work;

**AND WHEREAS** the Council of the City of Sault Ste. Marie deems it advisable to enact a by-law providing for the control and care of Animals in the City for the health and safety of the public;

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

**SHORT TITLE**

This by-Law shall be known as the Sault Ste. Marie Animal Care and Control By-law.

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## **1. DEFINITIONS**

In this By-law:

“*Animal*” includes any mammal, bird or reptile, other than a Dog or Cat.

“*At Large*” in reference to a Dog or Cat means the Dog or Cat is:

- (a) Not within the Premises of its Owner or within the Premises of another Person with the consent of that Person; and
- (b) Not on a leash and under the effective control of a Person who has the strength and capacity to securely control the Dog or Cat so as to not permit or allow unwanted contact with another Person or Domestic Animal.

“*Attack*” or “*Attacked*” in reference to a Dog or Cat means aggressive behaviour resulting in unwanted physical contact resulting in harm to a Person or Domestic Animal, such as bleeding, bone breakage, sprains, serious bruising, multiple injuries or damage to clothing;

“*Bite*” means the breaking or puncturing of the skin of a Person or Domestic Animal caused by the tooth or teeth of a Dog and “*Biting*” has a similar meaning;

“*Board*” means the Board of Directors of the Agency contracted by City Council to provide for the control and care of animals in the City or designate of City Council;

“*Cat*” means a male or female feline of any breed of domesticated Cat or cross-breed of Domesticated Cat.

“*Collar*” does not include a rope, cord, chain, or other material not used as a collar in its regular use.

“*Chief of Police*” means the Chief of Police for Sault Ste. Marie Police Services or persons acting under his or her authority;

“*City*” means the Corporation of the City of Sault Ste. Marie;

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

“*Dog*” means a male or female canine of any breed or domesticated canine or cross-breed of a domesticated canine;

“*Domestic Animal*” includes a Cat, Dog or similar Animal kept as a pet which is generally understood to be domesticated and is typically kept indoors at a Dwelling Unit.

“*Dwelling Unit*” means one or more rooms connected together as a self-contained, separate unit in the same building comprising all or part of the building and constituting an independent housekeeping unit for residential occupancy;

*“Identification Tag”* means the tag issued annually when a Dog is registered with the Pound Keeper;

*“Keep”* in reference to a Dog, Cat or Animal means to provide care to the Dog, Cat or Animal or to own, harbour, possess or have control over, whether temporary or permanent “kept” or “keeping” have similar meaning;

*“Kennel”* means a building or structure or part thereof where animals are kept for the purpose of breeding, boarding, housing, feeding, selling and/or maintenance.

*“Livestock”* means animals including but not limited to cattle, fur-bearing animals, goats, pigs, horses and sheep, but not including dogs or cats;

*“Microchip”* means an approved Canadian Standard encoded identification device implanted into a Dog or Cat which is programmed to store a unique and permanent identification number that permits access to Owner information which is stored in a central data base accessible to the Pound Keeper and “Microchipped” when used in reference to a Dog or Cat means a Microchip has been implanted into the Dog or Cat;

*“Muzzle”* in reference to a Dog means a humane fastening or covering device of sufficient strength and well-fitted animal to prevent the Dog from Biting, without interfering with the breathing, panting or vision of the Dog or with the Dog’s ability to drink;

*“Officer”* means a person duly appointed as a Provincial Offences Officer or Municipal Law Enforcement Officer who is employed by the Agency contracted to provide the City with Prevention of Cruelty to Animal Services;

*“Owner”* in reference to a Dog, Cat, Livestock or other Domestic Animal means any person or persons who possesses, harbours or have custody of a Dog, Cat, Livestock or other Domestic Animal and where the Owner is a minor, the person responsible for the custody of the minor;

*“Person”* includes a corporation, association, or any other non-incorporated entity;

*“Police”* means any Police Officer as appointed by the Government of Canada, the Province of Ontario or the City.

*“Roadway”* any street, highway or other place, whether publicly or privately owned, and any part of which the public is permitted to use for the passage or parking of vehicles.

*“Service Animal”* means an animal that has been trained or is being trained to provide service for a person who, because of a disability as defined in the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11, as amended, requires that service animal.

*“Sterilized”* in respect of a dog or cat means either spayed or neutered and “sterilization” has a corresponding meaning;

*“Tether”* means a rope, chain or any restraining device that prevents an animal from moving away from a localized area and words “tethered” and “tethering” have a corresponding meaning;

*“Wild Animal”* means an untamed or undomesticated animal indigenous to North America, wild by nature or disposition;

## **2. POUND KEEPER**

For the purpose of this By-law, the Agency contracted by City Council to provide the City with Prevention of Cruelty to Animal Services (the “Society”) shall be deemed to be the Pound Keeper of the City of Sault Ste. Marie and the animal shelter(s) operated by the Society shall be deemed to be the City Pound.

## **3. CARE OF ANIMALS**

### **3.1 Responsibility to Care for Animals**

3.1.1 Every Owner of an animal shall treat the animal in a humane manner, including but not limited to the provision of:

- (1) a clean and sanitary environment free from the accumulation of excrement;
- (2) adequate and appropriate:
  - a. food;
  - b. unfrozen clean water;
  - c. shelter that is waterproof and protects the animal from exposure to the elements and is appropriate for its size and breed; and
  - d. veterinary medical care when the animal exhibits signs of pain, illness or suffering.
- (3) the opportunity for physical activity sufficient to maintain good health.

3.1.2 Every person who keeps an animal outside unsupervised for extended periods of time shall, in addition to the requirements set out in article 3.1.1, keep the animal within a confined area on the premises and ensure that the animal is provided with, and has complete and unrestricted access to the following:

- (1) a raised shelter that protects the animal from the elements, having regard to the animal’s size and type of coat;
- (2) an area separate and apart from the shelter for the animal to use for defecation and urination;

- (3) an area separate and apart from the shelter that provides the animal with protection from direct sunlight at any time of the day; and
- (4) an area that is dry and free from standing water.

## **3.2 Tethers**

3.2.1 No person shall keep an animal tethered unless:

- (1) the tether is a minimum of four (4) metres in length and does not permit the animal to go beyond the limits of the property;
- (2) the animal has unrestricted and unobstructed movement within the range of the tether;
- (3) the animal has access to water, food, shelter, and shade; and
- (4) the tether is securely attached to a collar that will not cause the animal unnecessary pain or distress.

3.2.2 No person shall use a collar on an animal that restricts or may restrict the animal's ability to breathe or swallow, or that causes or may cause the animal distress.

3.2.3 No person shall tether any cat outside while left unsupervised.

## **3.3 Keeping Animals Under Sanitary Conditions**

3.3.1 Every person who keeps an animal within the City shall keep the animal, or cause the animal to be kept on premises that are free from the accumulation of fecal or other waste matter, foul odour, insect infestation, rodent attractants or any other unsanitary condition that disturbs or is likely to disturb the enjoyment, comfort or convenience of any person or animal, or that may endanger the health of any person or animal.

3.3.2 Article 3.3.1 does not apply to Livestock kept in accordance with the provisions of subsection 7.6 of this By-law.

# **4. DOGS**

## **4.1 Registration**

4.1.1 Every Owner of a Dog shall:

- (1) Register the Dog with the Pound Keeper within the later of:
  - a. The Dog reaching the age of five (5) months; and
  - b. Seven (7) days of becoming the owner of the Dog.

- (2) Pay the registration fee and administrative fee(s), if applicable, as set out in Schedule "A" as may be amended by Council from time to time; and
- (3) Renew the registration annually on or before March 31<sup>st</sup> of each year, if applicable.

4.1.2 Registration of a Dog shall expire:

- (1) In the case of annual registration, on March 31<sup>st</sup> of each year; and
- (2) In the case of lifetime registration, on the earliest of:
  - a. The transfer of Ownership of the Dog; and
  - b. Death of the Dog.

4.1.3 The Pound Keeper shall provide the registrant with an identification tag for each dog registered in accordance with this By-law that will bear a licence number, the City name and the year to which it applies.

4.1.4 Where an Owner of a dog acquires the dog or moves in to the City after the 30<sup>th</sup> day of June of any year the Owner shall pay one-half of the annual registration fee as set out in Schedule "A" at the time of registration.

4.1.5 The Pound Keeper shall not register a dog unless the Owner provides:

- (1) Name, address and telephone number of the dog Owner;
- (2) Name, age, gender, breed, and general description of the dog;
- (3) Proof of current rabies immunization from a Doctor of Veterinary Medicine;
- (4) Proof of sterilization and microchip, if applicable, from a Doctor of Veterinary Medicine;
- (5) Copy of Dangerous Dog Notice, if applicable; and
- (6) The prescribed fee.

4.1.6 The Owner of a dog shall notify the Pound Keeper within seven (7) days of the sale or death of a dog registered with the Pound Keeper or of any change in the Owner's name, address or telephone number.

4.1.7 No Owner, upon providing proof satisfactory to the Pound Keeper, shall be required to pay a fee for the registration of a Police Dog or Service Animal.

## 4.2 Prohibitions

4.2.1 Every owner of a dog five (5) months of age or older shall ensure that the dog identification tag issued at the time of registration or a replacement thereof is affixed on the dog at all times during the year and until such time as he procures a tag for each dog for the following year.

4.2.2 No person shall use an identification tag for any dog other than the dog for which such identification tag was issued.

4.2.3 No person shall provide the Pound Keeper with any false information in respect of the registration or renewal of a registration of a dog.

4.2.4 No person other than the Owner or the Pound Keeper shall remove the identification tag worn by a dog.

4.2.5 The Owner of a dog shall not use a leash or other restraining device that does not enable him or her to properly control the dog.

### **4.3 Dog Bites/Attacks**

4.3.1 No Owner of a dog shall cause or permit a dog, through neglect or failure to control, to, without provocation, bite, attack or chase a person or Domestic Animal, or damage public or private property.

4.3.2 Where it is alleged that a dog has bitten or attacked a person or domestic animal such dog may be impounded on the order of the Chief of Police and held by the Pound Keeper until the proceedings provided in the *Dog Owners' Liability Act*, R.S.O., 1990 c. D.16 have been followed provided that no dog shall be so impounded for a period in excess of twenty-one (21) days unless ordered otherwise by an Ontario Court or Provincial Offences Court.

4.3.3 Where Police, Pound Keeper or Officer finds a dog running At Large contrary to the provisions of this By-law and he or she believes that before the dog can be seized it may attack a human being he or she may kill the dog.

4.3.4 No damages or compensation shall be recovered for the killing of a dog under this section.

### **4.4 Dangerous Dogs**

4.4.1 Where the Pound Keeper or an Officer becomes aware either on its own initiative or as a result of a complaint received by it that a dog has bitten or attacked a person or Domestic Animal without provocation, or chased or approached a person or Domestic Animal in a menacing fashion, the Pound Keeper Officer may serve a Dangerous Dog Notice to the dog Owner requiring the Owner to comply with any or all of the requirements set out in this section. Such notice shall take effect immediately upon service and the dog shall be deemed to be a Dangerous Dog.

4.4.2 Every Owner of a Dangerous Dog shall, at all times while the Dangerous Dog is not in the Owner's dwelling unit, but is otherwise within the boundaries of the Owner's premises, ensure that:

- (1) the dog wears a muzzle;
- (2) the dog is securely tethered;

- (3) the dog is contained within an area securely enclosed by a locked fence of an appropriate height, or an area enclosed by other means such that the dog cannot come into contact with members of the public; and
- (4) a sign, no smaller than 5" x 7", is displayed at all entrances to the property upon which the dog is kept, bearing words and a symbol that warn that there is a Dangerous Dog on the property.

4.4.3 Every Owner of a Dangerous Dog shall, at all times while the dog is not within the boundaries of the Owner's premises, keep the dog:

- (1) on a leash that does not exceed two (2) metres in length; and
- (2) muzzled.

4.4.4 Every Owner of a Dangerous Dog shall notify the Pound Keeper immediately of the following:

- (1) any change in Ownership or residence of the dangerous dog and provide the name, current address and telephone number of the new Owner;
- (2) if the dog runs At Large, attacks or bites any person or animal; and
- (3) if the dog dies.

4.4.5 The Owner of a Dangerous Dog shall ensure that:

- (1) the dog is spayed or neutered at the Owners expense; and
- (2) that the dog is implanted with a microchip at the Owner's expense.

4.4.6 The Pound Keeper may impound any Dangerous Dog of an Owner not in compliance with this Section, at the Owner's expense, and perform any procedure necessary in the circumstances, including euthanization.

## **4.5 Dangerous Dog Notice and Appeal Hearing**

4.5.1 The Dangerous Dog Notice referred to in Section 4.4 shall be served by hand delivery or registered mail to an Owner of the dog. If served by registered mail, it shall be deemed received on the fifth working day after the date of mailing. Such notices shall include:

- (1) a statement that the Pound Keeper has reason to believe that the dog is potentially dangerous dog or a dangerous dog;
- (2) the requirements that the Owner must comply with in accordance with Section 4.4 and when such requirements take effect; and
- (3) a statement that the Owner may request, within three (3) working days of receipt of the Pound Keeper's Notice, and is entitled to, a hearing by a Committee designated by Council and specify the procedure for same.

4.5.2 An Owner's request for a hearing shall be made in writing to and served on the City Clerk of the Corporation of the City of Sault Ste. Marie within three (3) working days

of receiving the Notice and include a copy of the Notice. A Committee of Council shall hold a hearing pursuant to the provisions of the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22 within fifteen (15) working days of the City Clerk's receipt of the request for a hearing and provide the Owner with notice of same.

4.5.3 Where a dog Owner who has been given notice of a hearing does not attend at the prescribed time and place, the Committee of Council may proceed in the absence of the dog Owner and the Owner will not be entitled to any further notice in the proceedings.

4.5.4 At the conclusion of the hearing, the Committee of Council may give its decision orally or reserve its decision, but in any case it shall provide its decision in writing within fourteen (14) days of the hearing to the dog Owner and the Pound Keeper.

4.5.5 The Committee of Council may affirm or rescind the Pound Keeper's designation of the dog as potentially dangerous or dangerous, may substitute its own designation, or may substitute its own requirements of the Owner. The decision of the Committee of Council issued under this By-law is final.

4.5.6 The requirements of Sections 4.4.2, 4.4.3, 4.4.4 and 4.4.5 which may be imposed on a dog Owner by the Pound Keeper shall not be required until either the time for appeal under Section 4.5.2 has elapsed without the dog owner requesting a hearing pursuant to that Section or the Committee of Council has ordered such requirement, whichever occurs earlier.

## **4.6 Nuisance Dogs**

4.6.1 No Owner of a dog shall cause or permit his or her dog to be a public nuisance by:

- (1) Persistently barking or howling;
- (2) Scattering garbage or interfering with waste collection services; or
- (3) Chasing persons, vehicles, domestic animals, livestock, poultry or other animals kept on an agricultural property.

4.6.2 For the purpose of 4.6.1, persistent barking or howling is defined as repeatedly barking or howling for twenty (20) minutes or longer.

4.6.3 Where the Pound Keeper has received and investigated three (3) complaints about the persistent barking of a Dog, which complaints have resulted in a conviction of the Owner of the dog under the City's Noise By-law or any successors thereto, the Pound Keeper shall be entitled to retrieve the dog from the Owner and keep the dog in the Pound for a period of ten (10) days or until the Pound Keeper is satisfied that the Owner of the dog has taken proper and effective steps to control the barking of the dog, whichever is the lesser.

## **4.7 Off-Leash Areas**

4.7.1 The Owner of a dog found within a designated Off-Leash Area as listed in Schedule "E", as amended, to this by-law shall ensure:

- (1) that the dog has a current rabies immunization affixed to their collar;
- (2) that the dog has been registered and has an identification tag affixed to their collar; and
- (3) that the dog is under the direction and sight of its Owner or, that of a competent person over the age of eighteen (18) years with the Owner's consent, at all times.

4.7.2 No Owner shall allow a female dog in heat or a dog known to be sick to enter the confines of an Off-Leash Area.

4.7.3 No Owner of a Dangerous Dog or a dog under a Dangerous Dog Notice shall permit that dog to enter the confines of an Off-Leash Area.

4.7.4 The Owner of a dog who acts aggressively towards people or other dogs while in the confines of an Off-Leash Area shall immediately leash and remove the dog from the Off-Leash Area.

## **5. CATS**

### **5.1 Identification**

5.1.1 Every Owner of a cat shall ensure that the cat bears sufficient identification to allow any person finding the cat running At Large to identify and contact the Owner.

5.1.2 No person other than the Owner or the Pound Keeper shall remove the identification affixed to a cat.

### **5.2 Nuisance Cats**

5.2.1 No Owner of a cat shall cause or permit a cat to be a public nuisance by:

- (1) Scattering garbage or interfering with waste collection services;
- (2) Damaging public or private property; or
- (3) Chasing persons, vehicles, domestic animals, livestock, poultry or other animals kept on an agricultural property.

### **5.3 Prohibitions**

5.3.1 No person may be or become an Owner of any female cat that is actually or apparently over the age of six (6) months or any male cat that is actually or apparently over the age of seven (7) months unless:

- (1) The cat has been spayed or neutered, as the case may be, by a veterinarian;
- (2) The person holds a valid breeder's permit for an unspayed or unneutered cat as provided for in this By-law; or
- (3) The person is not normally resident of the Municipality and, while in the City of Sault Ste. Marie for any temporary period, ensures that his or her cat is not permitted to be running At Large in the City of Sault Ste. Marie.

#### **5.4 Cat Breeding Permit**

5.4.1 A Cat Breeding Permit shall be issued by the Pound Keeper at the fee set out in Schedule "A" provided that:

- (1) The adult cats are registered as purebred with the Canadian Cat Association or Cat Fanciers Association;
- (2) The permit holder is responsible for ensuring that the unspayed and/or unneutered cat(s) to which the permit relates are not running At Large in the City of Sault Ste. Marie; and
- (3) An approved inspection has been performed by the Society; and
- (4) The proposed location of the kennel has received certification from the building inspector confirming zoning compliance.

5.4.2 A Cat Breeding Permit issued under this section will be valid for the current calendar year.

### **6. CATS AND DOGS**

#### **6.1 Running At Large**

6.1.1 No Owner shall cause or permit a dog or cat to be At Large in the City of Sault Ste. Marie.

6.1.2 For the purposes of this By-law, a 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 the control of any person.

6.1.3 A dog is not considered to be At Large if the dog is:

- (1) within the confines of an Off-Leash Area; or
- (2) on the premises of a person who has consented to the dog being on the person's premises while it is unleashed.

6.1.4 The Owner of a dog shall control a dog by means of a leash that is held or affixed to their person.

6.1.5 For the purposes of article 6.1.4, a dog shall not be deemed to be controlled by a leash if the leash is attached to an immovable object, a motor vehicle or a bicycle.

## **6.2 Impoundment**

6.2.1 An Officer may seize any dog or cat that is found running At Large in the City and may cause such Dog or Cat to be delivered to the Pound.

6.2.2 Any person may seize any dog or cat that is found running At Large in the City and shall immediately cause such dog or cat to be delivered to the Pound Keeper, an Officer or, if known, returned to its rightful Owner.

6.2.3 A seized dog or cat seized shall be considered impounded at the time and place when it comes under the control of an Officer or the Pound Keeper. During the redemption period, the Pound Keeper may:

- (1) Provide such veterinary care or other care for an injured or ill impounded dog or cat as may be necessary to sustain its life or relieve any distress; and
- (2) Inoculate the impounded dog or cat to provide immunization against distemper or any other contagious or infectious disease.

6.2.4 An impounded Dog or Cat shall be held for a period of four (4) days and if not claimed and released to the Owner thereof within such period, such Dog or Cat may then be euthanized or sold by the Pound Keeper as he or she may deem appropriate.

## **6.3 Confinement of Female Dogs and Cats in Heat**

6.3.1 The Owner of a female dog or cat that is in heat shall confine such dog or cat to a building or enclosed pen until such heat has ended.

## **6.4 Stoop and Scoop**

6.4.1 Every Owner of a dog or cat shall immediately remove any feces left by the animal in any place other than the premises of the Owner and dispose of it in a proper waste receptacle.

6.4.2 Article 6.4.1 does not apply to Owners of a Service Dog while that dog is being used to aid a person with a visual, hearing or other impediment.

# **7. GENERAL ANIMALS**

## **7.1 Impounded Animals**

7.1.1 The Owner of an animal that has been seized and impounded under this By-law may obtain release of such animal by:

- (1) Paying the redemption and administrative fees set by the Board;
- (2) Paying any veterinary expenses incurred in relation to the animal while it was impounded;
- (3) If the animal being claimed is a dog and is not already registered with the Pound Keeper, registering the dog; and
- (4) Taking any other action in relation to the care or control of the dog or cat that the Pound may direct or order.

7.1.2 After the expiration of the redemption period, the Pound Keeper may:

- (1) release the animal to its Owner upon compliance with article 7.1.1; or
- (2) keep, sell, transfer or euthanize the animal in accordance with the provisions of the *Animals for Research Act*, R.S.O. 1990, c. A.22, as amended.

## **7.2 Animals in an Enclosed Space**

7.2.1 No person shall cause an animal to be confined in an enclosed space, including a vehicle, that is not ventilated or otherwise limits the animal's ability to breath, including but not limited to exposure to unsafe temperatures.

7.2.2 No person shall keep an animal in any vehicle, part of a vehicle or trailer attached to a vehicle where doing so causes, or may cause, the animal illness, pain, injury or suffering or to become subject to undue or unnecessary hardship or neglect.

7.2.3 An Officer may use any reasonable means necessary to remove an animal in need of assistance from a vehicle or any enclosed space.

## **7.3 Injured or Killed Animals**

7.3.1 A person who, in the course of operating a motor vehicle, injures or kills a Domestic Animal or Livestock shall pull over to the side of the roadway as soon as it is safe to do so and notify the Pound Keeper or Police.

7.3.2 A person who comes into the possession of a Cat or Dog that is injured shall, as soon as possible:

- (1) Release or return the animal back to the rightful Owner, if possible; or
- (2) Surrender the Dog or Cat to the Pound Keeper or an Officer.

7.3.3 Where, in the opinion of Police, Pound Keeper, or Officer, an animal under this By-law is injured or should be euthanized without delay for humane reasons or for

safety reasons, such person may euthanize the animal as soon after the seizure as he or she thinks fit without permitting any person to reclaim the animal or without offering it by public sale, and no damages or compensation shall be recovered by the Owner.

#### **7.4 Tormenting Animals**

7.4.1 No person shall torment, assault, batter, annoy, tease or wilfully or recklessly kill or cause injury, pain or suffering to an animal.

7.4.2 Article 7.4.1 of this By-law shall not be interpreted so as to prohibit:

- (1) a person who is a bona fide farmer engaged in a normal farming practice pursuant to the *Farming and Food Production Protection Act*, 1998, S.O. 1998, c.1, as amended from time to time and other applicable law; or
- (2) a person who is a bona fide hunter actively engaged in hunting in accordance with the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997, c.41, as amended, and other applicable laws.

#### **7.5 Trapping Animals**

7.5.1 No person shall set out any trap that causes or may cause injury, pain or suffering to a Domestic Animal or Livestock.

#### **7.6 Livestock**

7.6.1 No person shall keep Livestock in any area of the City unless the area is zoned for that purpose by the City's Zoning By-law 2005-150, as amended, and any successor thereto, or is lawfully used for that purpose.

7.6.2 No person shall cause or permit any Livestock owned or harboured by that person to run At Large in the City. For the purpose of this By-law, Livestock shall be deemed to be running At Large:

- (1) when found on any private property other than the premises of the owner of the Livestock or the person harbouring the Livestock without the consent of the person apparently in possession or actually in possession of the property; or
- (2) when on any highway or other public place and not under the care, control and supervision of the owner or other person apparently charged with the care or supervision of the Livestock.

7.6.3 Any Livestock which is found running At Large contrary to the provisions of this By-law may be seized and impounded by the Pound Keeper.

7.6.4 Any person who finds any Livestock running At Large shall report same to the Owner, if known, or the Pound Keeper immediately.

7.6.5 The Pound Keeper may euthanize any impounded Livestock without delay if, in the opinion of the Pound Keeper, such action is warranted for humane reasons.

7.6.6 The Owner of any Livestock impounded may obtain release of such Livestock by:

- (1) paying the necessary fees to the Pound Keeper; and
- (2) taking any other action in relation to the care or control of the Livestock that the Pound Keeper may direct.

7.6.7 The Pound may, in accordance with the *Pounds Act*, R.S.O. 1990, C P.17, as amended;

- (1) release the Livestock to its Owner upon compliance with articles 7.6.6 of this By-Law; or,
- (2) keep, sell or dispose of the Livestock.

7.6.8 The Owner of any Livestock found running At Large shall be liable for all damages caused by same.

7.6.9 Article 7.6.1 shall not apply to:

- (1) premises used by the Society; or,
- (2) premises of an accredited veterinary facility under the supervision of a veterinarian licenced pursuant to the *Veterinarians Act*, R.S.O. 1990, c. V.3, as amended.

## **7.7 Wild Animals**

7.7.1 No person shall remove Wild Animals from City property unless authorized to do so by law.

7.7.2 No person shall keep, or cause to be kept, a Wild Animal in the City unless they are authorized to do so by law.

7.7.3 No person shall intentionally feed a Wild Animal or leave food or attractants of any type or form out of doors in such a manner as to attract, or be accessible by a Wild Animal or feral or stray Domestic Animal on private or public property.

7.7.4 Article 7.7.3 does not apply to the following situations:

- (1) the feeding of song birds on private property;
- (2) the leaving of food as bait in a trap by a property Owner to capture a nuisance animal inhabiting or habituating their property pursuant to the *Fish and Wildlife Conservation Act*, 1997, S.O. 1997, c.41;
- (3) the leaving of food as bait by a licensed trapper, an employee of a licensed wildlife or pest control agency, or an Officer in the performance of their work; and
- (4) the leaving of food for a colony of stray or feral cats for the purpose of trapping and turning over to the Pound Keeper.

## **7.8 Prohibited Animals**

7.8.1 No person shall keep, either on a temporary or permanent basis, any prohibited animal in the City as described in Schedule "B".

7.8.2 Any prohibited animal found in the City may be seized and impounded by an Officer or Police.

7.8.3 This section does not apply to prohibit the keeping of a prohibited animal in the following places or circumstances:

- (1) An animal display operated by, or on behalf of the Corporation of the City of Sault Ste. Marie, on City-owned property;
- (2) On the premises of the Society;
- (3) In a veterinary hospital under the care of a licenced veterinarian;
- (4) On the premises of a university or community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under Section 5 of the *Animals for Research Act*, R.S.O. 1970, c. 22.; and
- (5) Animals kept by anyone authorized to do so under any statute of the legislature of Ontario or the Government of Canada.
- (6) On the premises of any television studio where such animals are being kept temporarily for the purpose of a television production.

## **7.9 Protective Care**

7.9.1 Animals may be received by an Officer at the request of Police or Fire Services for the purpose of protective care pursuant to an incarceration, fire, medical emergency or for any other situation that the Pound Keeper deems appropriate.

7.9.2 Animals received into protective care shall only be kept on a temporary basis for up to a maximum of three (3) days.

7.9.3 If an animal is in protective care at the end of the three (3) day period and the animal has not been redeemed by the Owner, the Pound Keeper shall deem the animal to be running At Large and will be impounded pursuant to the articles contained in Section 6.2 of this By-Law.

## **8. KENNELS**

### **8.1 Regulations**

8.1.1 All Kennels shall be registered, and the owner shall pay the registration fee and administrative fee(s) as set out in Schedule "A" and provide to the Pound Keeper the following:

- (1) The name, age, gender, breed, colour and sterilization status of all animals kept in the Kennel, if applicable; and
- (2) The Canadian Kennel Club registration number; and
- (3) Written confirmation from the City's Building Division in writing that the Kennel complies with the City Zoning By-law 2005-150; and
- (4) Any other information deemed necessary by the Pound Keeper for its records.

8.1.2 All Kennel licensees shall abide by the provisions set out in this By-law, including:

- (1) providing confirmation from the Building Division in writing that the kennel complies with the City zoning by-law;
- (2) an inspection of the premises by the Society within the previous twelve (12) months. Such inspection must approve the promise as to the conditions of operation and quality of care for the dogs;
- (3) be a member in good standing of the Canadian Kennel Club and a local club sanctioned by same; and
- (4) meet the Kennel Operations Standards set out in Scheduled "C" to this By-law.

8.1.3 Where an Owner or Operator of a Kennel constructs or establishes a kennel after the 30th day of June of any year, the Owner or Operator shall pay one-half of the applicable annual registration fee as set out in Schedule "A".

8.1.4 No Owner or Operator of a Kennel shall permit more than ten (10) animals, excluding offspring under ten (10) weeks of age, to be kept at the Breeding Kennel.

8.1.5 Notwithstanding Article 8.1.4 of this By-law, a person who lawfully owns or operates a Kennel with more than ten (10) animals on the date of the passing of this By-law shall immediately notify the Pound Keeper and shall be permitted to continue to own or operate the Kennel.

8.1.6 Any Kennel registration may be refused, suspended, or revoked for non-compliance by an Officer if, at the Officer's discretion, the Kennel does not comply with the provisions of this By-law.

## **9. ADMINISTRATION AND ENFORCEMENT**

### **9.1 Application and Enforcement**

9.1.1 This by-law shall apply to any and all property within the geographical limits of the City of Sault Ste. Marie.

9.1.2 An Officer may issue a written order or direction requiring that a person comply with the provisions of this By-Law.

9.1.3 An Officer may enter upon any land or structures at any reasonable time for the purposes of carrying out an inspection for purposes of determining whether or not:

- (1) the provisions of this By-Law are being complied with; or
- (2) an order under this By-Law is being or has been complied with.

9.1.4 Every Owner shall permit an Officer, upon production of identification, to enter the land or structure for the purpose of the inspection pursuant to article 9.1.3.

9.1.5 No person shall refuse to produce any documents or things required by an Officer in the exercise of a power or performance of a duty under this By-Law, and every person shall assist any entry, inspection, examination, or inquiry by an Officer.

9.1.6 No person shall knowingly furnish false information to an Officer.

## **9.2 Fees**

9.2.1 The Pound Keeper shall be entitled to recover from the Owner of an impounded animal the cost of inoculating, veterinary care, and any other care provided while the animal was impounded, and pound and redemption fees, if applicable, prior to returning the animal.

9.2.2 Where an animal is not redeemed by the Owner and the Owner is known, they shall be held liable for all fees and expenses incurred as a result of the animal's seizure and impoundment.

9.2.3 Any fee required by or described in this By-law shall be as set out in Schedule "A" to this By-Law with the exception of those fees determined by the Board, as amended from time to time.

## **9.3 Offences and Penalties**

9.3.1 Every person who contravenes a provision of this By-Law is guilty of an offence and is liable upon conviction to a penalty in accordance with the provisions of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.

## **9.4 Validity**

9.4.1 Should a court of competent jurisdiction declare a part or whole of any provision of this By-law to be invalid or of no force and effect, the provision or part is deemed severable from this By-law, and it is the intention of Council that the remainder survive and be applied and enforce in accordance with its terms to the extent possible under the law so as to provide a minimum standard for the care and control of animals.

9.4.2 Where a provision of this By-law conflicts with the provision of another By-law, Act, or Regulation in force within the City of Sault Ste. Marie, the provisions that establishes the higher standards for the care and control of animals and the protection of the health and safety of persons shall prevail.

## **9.5 By-Laws Repealed**

9.5.1 By-Laws 81-180, 87-125, 98-211, 2000-49, 2003-203, and 2012-213 of the Corporation of the City of Sault Ste. Marie and any amendments made thereto are hereby repealed.

## **9.6 Enactment**

9.6.1 This By-law shall come into force and effect on the day that it is passed.

PASSED in open Council this 5<sup>th</sup> day of February, 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**

**Schedule “A” Schedule of Fees**

**1. DOG REGISTRATION FEES**

<b>Classification</b>	<b>Annual Fee</b>
Unsterilized Dog	\$50.00
Sterilized Dog	\$20.00
Sterilized Dog with Microchip	\$10.00
Dangerous Dog	\$100.00
Late Registration Surcharge (after March 31 <sup>st</sup> )	\$10.00
Replacement Identification Tag	\$5.00

**2. KENNEL REGISTRATION FEES**

<b>Classification</b>	<b>Annual Fee</b>
Kennel Registration	\$150.00
Late Registration Surcharge (after March 31 <sup>st</sup> )	\$50.00

**3. CAT BREEDING PERMIT FEES**

<b>Classification</b>	<b>Annual Fee</b>
Cat Breeding Permit	\$50.00

**4. REDEMPTION, SERVICE AND POUND FEES**

Redemption and pound fees and any other costs associated with the enforcement of this By-law shall be set by the Board.

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

### **Schedule “B” Prohibited Animals**

The following animals are prohibited:

- All Marsupials (such as Kangaroos and Opossums)
- All Non-human Primates (such as Gorillas and Monkeys)
- All Felids, except the domestic cat
- All Canids, except the domestic dog
- All Viverrids (such as Mongooses, Civets and Genets)
- All Mustelids (such as Skunks, Weasels, Otters, Badgers) except the domestic Ferret
- All Ursids (Bears)
- All Artiodactylus Ungulates, except domestic goats, sheep, pigs and cattle
- All Procyonids (such as Raccoons, Coatis and Cacomistles)
- All Hyenas
- All Perissodaetulus Ungulates, except the domestic horse and ass
- All Elephants
- All Pinnipets (such as Seals, Fur Seals and Walruses)
- All Snakes of the Families Pythonidae and Boidae
- All Venomous Reptiles
- All Ratite Birds (such as Ostriches, Rheas and Cassowaries)
- All diurnal and nocturnal Raptors (such as Eagles, Hawks and Owls)
- All Edentates (such as Anteaters, Sloths, Armadillos)
- All Bats
- All Crocodilians (such as Alligators and Crocodiles)
- All Venomous Arachnids (such as Scorpions and Tarantulas)

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

### **Schedule “C” Standards for All Kennels**

All kennels operating within the City shall maintain all animals in a clean, secure, and humane manner and every Owner and operator of a kennel shall ensure that the kennel complies with the following standards:

- (1) All animals shall be provided with food and water and treated in a humane manner.
- (2) The kennel shall be constructed and maintained in accordance with the *Building Code Act, 1992*, S.O. 1992, c. 23 and in such a manner that:
  - a. Floors and other surfaces may be readily sanitized;
  - b. Doors, windows, pipes, drains and other openings have no space or spaces capable of harbouring or permitting the entrance of vermin;
  - c. Exposure to direct sunlight is limited and shall not cause distress to any animal; and
  - d. All kennels shall be kept in a good state of repair.
- (3) Where there are floor drains:
  - a. A floor drain and any trench installed in connection therewith that is used for waste disposal shall be flushed at such intervals as may be necessary to prevent any accumulation of waste that might impair the health or welfare of any animal in the room;
  - b. The floor shall be so constructed and maintained in order that surface liquids thereon will drain into the drain; and
  - c. The operator of the kennel shall cause the drains to be examined as often as is necessary to ensure that they are functioning properly, have an adequate water seal and are not harbouring vermin.
- (4) Alleyways and service aisles between cages or pens shall be of sufficient width to permit the safe and efficient movement of individuals and equipment and shall not be used for storage or accumulation of materials or equipment of any kind.
- (5) Every room in a kennel shall be maintained in a clean condition.
- (6) The operator of every kennel shall take all reasonable steps to prevent the spread of and to destroy vermin and invertebrates that may be harmful to the health, comfort or welfare of any animal in the kennel.

- (7) Every room that is used for the housing of animals within a kennel shall be equipped with a lighting system that is so designed, constructed and maintained in order that:
- a. It distributes light as evenly and with as little glare as possible; and
  - b. It provides adequate light for the proper observation of every animal in the room.
- (8) Every room that is used for the housing of animals within a kennel shall be adequately lighted for a continuous period of at least eight (8) hours in every twenty-four (24) hour period.
- (9) Every room that is used for the housing of animals within a kennel shall at all times be adequately ventilated for the health, welfare and comfort of every animal therein.
- (10) Every room that is used for the housing of animals within a kennel shall at all times be adequately maintained at a temperature suitable for the health, welfare and comfort of every animal therein.
- (11) The operator of a kennel shall ensure that there are, in every day, on the premises on which the kennel is located, an adequate number of individuals competent in the care of animals to properly care for every animal in the kennel.
- (12) Every cage or pen used in a kennel for the housing of animals shall be so constructed and maintained that:
- a. Every animal in the cage or pen may comfortably:
    - i. Extend its legs to their full extent,
    - ii. Stand,
    - iii. Sit,
    - iv. Turn around, and
    - v. Lie down in a fully extended position;
  - b. Is not likely to harm any animal therein;
  - c. Any animal therein cannot readily escape;
  - d. It minimizes as nearly as practicable the transfer of pathogenic agents; and
  - e. It may be readily sanitized.
- (13) Where a group of animals in a kennel is housed in a communal cage, pen or animal run, no individual animal shall be placed in the cage, pen or animal run with the group of animals where the placing of the individual animal would result in harm to any of the animals and, where the behaviour of the animals in the cage, pen or animal run is such that harm is likely to result. Any animal whose removal will prevent the harm from occurring shall be removed immediately.

- (14) All pens or cages in every kennel shall be maintained such that:
- a. Bedding material in every cage or pen shall be changed as often as is necessary to keep it dry, clean and free of noxious fumes;
  - b. Every animal that is housed in a cage or pen shall be removed from its cage or pen and changed to a freshly sanitized cage or pen as often as is necessary for its health and comfort;
  - c. No animal shall be placed in a cage or pen that is vacant unless the cage or pen and equipment used in connection therewith have first been sanitized;
  - d. Where a cage is cleaned or sanitized, the cage rack or portion thereof used in connection with the cage shall be cleaned or sanitized at the same time;
  - e. Every animal shall be protected against liquid spray while a cage or pen is being cleaned;
  - f. Every device used to supply drinking water to an animal shall be maintained in a sanitary condition and shall be so constructed and maintained as to ensure:
    - i. That the animal is receiving potable water; and
    - ii. The device is functioning properly;
  - g. Every container for food or water shall be maintained in a sanitary condition.
- (15) The operator of every kennel shall take or cause to be taken all steps practicable to treat and prevent the spread of any disease found in or on any animal and to prevent distress to the animal.
- (16) Every pen used for the housing of animals in any kennel shall be so constructed and maintained as to provide a clean, dry and safe surface adequate to permit the animals to lie down in comfort at all times.
- (17) An outdoor animal run in a kennel may be used to provide animals in the kennel with exercise subject to the following conditions:
- a. No animal shall be removed from indoor housing and placed in the outdoor animal run or removed from the outdoor animal run and placed in the indoor housing where to do so would result in the change in environment likely to cause harm to the animal;
  - b. The surface on which the animal run is established shall be so maintained as to rapidly drain all excess surface water;
  - c. The animal run shall be so fenced as to prevent any animal from escaping;
  - d. The animal run shall be kept in a clean condition free from any materials or equipment likely to cause harm to an animal;
  - e. Every animal in the animal run shall have access to individual shelters that are:
    - i. Readily accessible to the animal;
    - ii. Large enough to comfortably accommodate the animal;

- iii. Constructed and maintained so as to provide protection from the effects of direct sunlight, precipitation and wind; and,
  - iv. Dry and well drained.
- (18) All surfaces of yards and runways shall be covered in concrete or other nonporous materials or any other equivalent material.
- (19) Subject to the *Dead Animal Disposal Act*, R.S.O. 1990, c. D.3 (the “*DADA*”), as amended, in any kennel, the carcass of an animal shall be:
- a. removed immediately from the cage or pen; and
  - b. except for the whole or a part of the carcass that is retained in a sanitary manner for research, disposed of immediately.
- (20) Where the carcass of an animal is disposed of and the dead animal is not a “dead animal” as defined in the *DADA*, as amended, the carcass shall be disposed of by:
- a. Burying it with a covering of at least two (2) feet of earth;
  - b. Incineration; or
  - c. Delivery to a rendering plant that is:
    - i. Licensed under the *DADA*; or
    - ii. Approved under the Meat Inspection Act (Canada) in a vehicle constructed and equipped in accordance with the *DADA*.
- (21) A whelping facility or area shall be separate from any individual or group kennel enclosures housing other kennel animals, thereby providing the whelping animal with privacy.
- (22) Wire floors shall not be permitted in any kennel housing animals. If wire floors must be used, a solid floored sleeping area must be provided and every animal or pup must be given an opportunity to exercise on a larger solid floored area at least three (3) times daily.

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

**Schedule “D” Part 1 Provincial Offences and Set Fines**

<b>Short Form Wording</b>	<b>Provision Creating or Defining Offence</b>	<b>Set Fine</b>
1 Failing to provide an Animal with adequate/appropriate care.	3.1.1(2)	\$250.00
2 Failing to provide an Animal with adequate/appropriate food.	3.1.1(2)	\$250.00
3 Failing to provide an Animal with adequate/appropriate water	3.1.1(2)	\$250.00
4 Failing to provide an Animal with adequate/appropriate shelter	3.1.1 (2)	\$250.00
5 Failing to provide an Animal with veterinary medical care	3.1.1(2)	\$400.00
6 Failing to provide an Animal opportunity for sufficient physical activity	3.1.1(3)	\$250.00
7 Failing to provide an Animal with shelter elevated above the earth	3.1.2(1)	\$100.00
8 Failing to provide an Animal with shelter facing away from the prevailing wind	3.1.2(1)	\$100.00
9 Failing to provide an Animal with separate area for defecation and urination	3.1.2(2)	\$100.00
10 Failing to provide an Animal with sufficient shade	3.1.2(3)	\$200.00
11 Failing to provide an Animal with an area dry and free from standing water	3.1.2(4)	\$150.00
12 Improper Tethering of an Animal - tether less than four (4) metres	3.2.1(1)	\$150.00
13 Improper Tethering of an Animal - failing to give Animal unrestricted/unobstructed movement within range of tether	3.2.1(2)	\$150.00

14	Improper Tethering of an Animal - no access to food and/or water and/or shelter and/or shade	3.2.1(3)	\$250.00
15	Improper Tethering of an Animal - Tether causing pain or distress	3.2.2	\$150.00
16	Improper Tethering of a cat – left outside unsupervised	3.2.3	\$150.00
17	Keeping an Animal in unsanitary conditions	3.3.1	\$250.00
18	Failing to register a dog	4.1.1(1)	\$100.00
19	Failing to renew a dog registration	4.1.1(3)	\$100.00
20	Failing to display a dog identification tag on collar affixed to dog	4.2.1	\$50.00
21	Failing to obtain a replacement dog identification tag	4.2.1	\$50.00
22	Removed identification from dog	4.2.4	\$100.00
23	Permitting a dog to bite and/or attack and/or chase a person	4.3.1	\$250.00
24	Permitting a dog to bite and/or attack and/or chase a domestic animal	4.3.1	\$250.00
25	Permitting a dog to damage public and/or private property	4.3.1	\$250.00
26	Failing to comply with a Dangerous Dog notice	4.4.1	\$400.00
27	Failing to muzzle a dangerous dog on Owner's premises	4.4.2(1)	\$300.00
28	Failing to securely tether a dangerous dog	4.4.2(2)	\$400.00
29	Failing to securely confine a dangerous dog with an appropriate fence or enclosure	4.4.2(3)	\$400.00
30	Failing to display Dangerous Dog warning sign	4.4.2(4)	\$200.00
31	Using a leash of more than two (2) metres on a dangerous dog	4.4.3(1)	\$400.00
32	Failing to muzzle a dangerous dog	4.4.3(2)	\$400.00
33	Failing to notify Pound Keeper of change in dog's address and/or Ownership	4.4.4(1)	\$300.00
34	Failing to notify Pound Keeper of dangerous dog running At Large and/or attacking a person and/or biting	4.4.4(2)	\$400.00

a person

35	Failing to notify Pound Keeper of dangerous dog attacking an animal and/or biting an animal	4.4.4(2)	\$400.00
36	Permitting a dog to persistently bark and/or howl	4.6.1(1)	\$150.00
37	Permitting a dog to scatter garbage and/or interfere with waste collection services	4.6.1(2)	\$150.00
38	Permitting a dog to persistently bark at or chase persons, and/or vehicles, and/or domestic animals and/or livestock and/or poultry	4.6.1(3)	\$150.00
39	Permitting an aggressive and/or dog under Dangerous Dog notice in Strathclair Dog Park	4.7.3	\$250.00
40	Failing to provide a cat with proper identification	5.1.1	\$100.00
41	Permitting a cat to be a public nuisance	5.2.1	\$150.00
42	Owning an unspayed or unneutered cat over the age of six or seven months, respectively	5.3.1	\$150.00
43	Permitting a dog or cat to run At Large	6.1.1	\$150.00
44	Failing to properly control a dog on a leash	6.1.4	\$100.00
45	Failing to turn over a found cat or dog to the pound	6.2.2	\$200.00
46	Failing to turn over a found cat or dog to the Owner	6.2.2	\$200.00
47	Failing to confine a dog or cat that is in heat	6.3.1	\$150.00
48	Failing to immediately remove cat or dog feces	6.4.1	\$100.00
49	Failing to dispose of cat or dog feces in a proper waste receptacle	6.4.1	\$100.00
50	Keeping an animal in enclosed space or car without adequate ventilation	7.2.1	\$300.00
51	Improper transportation of Animal - causing and/or permit illness and /or pain and/or injury and/or suffering or undue or unnecessary distress and/or hardship and/or privation and/or neglect to an Animal while in vehicle or trailer.	7.2.2	\$250.00
52	Failing to notify the Pound Keeper of injuring an animal while operating a motor vehicle	7.3.1	\$250.00

53	Failing to turn over an injured animal to the Owner	7.3.2(1)	\$300.00
54	Failing to turn over an injured animal to an Officer or the Pound Keeper	7.3.2(2)	\$300.00
55	Annoying an animal and/or assaulting an animal and/or battering an animal and/or tormenting an animal or wilfully and recklessly kill and/or causing injury to and/or causing pain to and /or cause suffering to an animal	7.4.1	\$500.00
56	Trapping an animal when the animal is not causing a nuisance and/or damaging property	7.5.1	\$150.00
57	Keeping livestock in area not zoned to permit the keeping of livestock	7.6.1	\$250.00
58	Permitting livestock to run At Large	7.6.2	\$300.00
59	Failing to turn over found livestock to its Owner	7.6.4	\$200.00
60	Failing to turn over found livestock to an Officer or the Pound	7.6.4	\$200.00
61	Did remove a wild animal from public lands in the City where unauthorized to do so	7.7.1	\$150.00
62	Did keep and/or cause to be kept a wild animal	7.7.2	\$150.00
63	Did feed a wild animal and/or leave food or attractant out of doors	7.7.3	\$200.00
64	Keeping a prohibited animal	7.8.1	\$300.00
65	Failing to pay Kennel registration fee	8.1.1	\$200.00
66	Failing to construct and/or establish and/or maintain and/or operate a Kennel in compliance with the By-Law	8.1.2	\$250.00
67	Failing to comply with Kennel Operations Standards	8.1.2(4)	\$200.00
68	Breeding Kennel keeping more than ten (10) dogs	8.1.4	\$250.00
69	Failing to permit an Officer to inspect premises	9.1.4	\$250.00
70	Obstructing an Officer in the execution of his/her duties	9.1.5	\$300.00
71	Furnish false information to an Officer	9.1.6	\$300.00

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

**Schedule “E” Off-Leash Areas**

The following properties are “Off-Leash Areas” for the purposes of this By-law:

- (1) Strathclair Dog Park

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

### **Schedule “F” Circus Prohibited**

The purpose of Schedule “F” is to prohibit Circuses with Animals from operating within the City of Sault Ste. Marie.

#### **1. DEFINITIONS**

For the purposes of Schedule “F” of this by-law,

“Animal” means any member of the animal kingdom, other than a human;

“Circus” means a traveling company which includes any combination of acrobats, Animals, clowns, entertainers, that give performances in a series of different places for the amusement or entertainment of an audience;

#### **2. PROHIBITION**

No person within the City of Sault Ste. Marie shall operate or carry on a Circus in which an Animal is required to perform for the amusement or entertainment of an audience.

#### **3. EXCEPTIONS**

Notwithstanding the provisions of section 2, nothing in this Schedule shall prohibit or restrict:

- a. An Equestrian Show
- b. A Dog Show
- c. A Domestic Cat Show
- d. An Aquarium Display
- e. Horseracing
- f. Sled Dog Racing
- g. A Pet Store or Pet Shop
- h. A municipally registered Kennel
- i. A breeding facility, which holds a valid municipal Breeding Permit
- j. A veterinary hospital under the care of a licensed veterinarian
- k. Animals kept on the premises of a university or community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under Section 5 of the *Animals for Research Act*, R.S.O. 1970, Chapter 22;
- l. Animals kept on the premises of any television studio where such animals are being kept temporarily for the purpose of a television production;

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

### **Schedule “G” Zoos Prohibited**

The purpose of Schedule “G” is to prohibit Zoos from operating within the City of Sault Ste. Marie.

#### **1. DEFINITIONS**

For the purposes of Schedule “G” of this by-law,

“Animal” means any member of the animal kingdom, other than a human;

“Zoo” means an establishment that maintains a permanent collection of live animals kept in cages or large enclosures for any purpose, including but not limited to display to the public.

#### **2. PROHIBITION**

No person within the City of Sault Ste. Marie shall operate or carry on a Zoo.

#### **3. EXCEPTIONS**

Notwithstanding the provisions of section 2, nothing in this Schedule shall prohibit or restrict:

- a. Animals kept on the premises of the Society;
- b. Animals kept in a Pet Store or Pet Shop;
- c. Livestock kept in an area of the City zoned for agricultural purposes;
- d. An Aquarium or Insect Display;
- e. A municipally registered Kennel;
- f. A breeding facility, which holds a valid municipal Breeding Permit
- g. A veterinary hospital under the care of a licensed veterinarian
- h. Animals kept on the premises of a university or community college where such animals are being kept for research, study or teaching purposes, or on premises registered as research facilities under Section 5 of the *Animals for Research Act*, R.S.O. 1970, Chapter 22;
- i. Animals kept by anyone authorized to do so under any statute of the legislature of Ontario or the Government of Canada.

#### **4. COMPLIANCE DATE**

A person who owns or operates a Zoo on the date of the passing of this By-law shall have six (6) months from the date this By-law takes effect to come into compliance pursuant to Article 2 of this Schedule.

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

**BY-LAW 2018-22**

**PARKING:** (P3.9(3)) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

**1. SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 5<sup>th</sup> day of February, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

## SCHEDULE "A"

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC,JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
151	PARR,DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE,VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL,ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON,TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE,JOHN(TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO,COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO,DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE,KEN	HOLIDAY INN	320 BAY ST.
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN,LOUIS	ONT FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT,ALAIN	ONT FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD,HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE,GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON,DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENNAN,MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL,MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN,ALEX	CORPS OF COMM.	
464	DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO,NADIA	GT NORTH RETIREMENT	760 NORTHERN RD.
487	ROUGEAU,MARISA	GT NORTH RETIREMENT	760 NORTHERN RD.
488	LEFLEUR,MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD.
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD.
490	LUXTON,JEFF	GT NORTH RETIREMENT	760 NORTHERN RD.
493	BROWN,FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516	GAY,JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY,BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE,GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON,CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVC CENTRE)
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB,GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET,WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK,DENNY	CORPS OF COMM.	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
587	GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER,MATTHEW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE,SAMUEL	G4S SECURITY	SAULT HOSPITAL

619	BERTO,DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITILLA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHLIN,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERSEDGE CONDOS
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERSEDGE CONDOS
672	LEWIS,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
680	MACGREGOR,CHRIS	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMENTEI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
684	RICKARD,EVAN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
685	HORNBY,BRANDON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
690	VANDERKLIFT, RENE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
691	ADDISON, ERIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOF NORPRO SECURITY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
699	QUARELL, ROBERT	SKYLINE LIVING	621, 627, 631 MACDONALD AVE
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
702	CARRICATO, CHELSEA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
709	SCHMIDT, ALEX	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St.
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
716	MALLINGER, FRANCES	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT

726 DIVECHA, HARRISON      NORTHEAST SECURITY      S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX  
727 CLARK, DYLAN      G4S SECURITY      SAULT AREA HOSPITAL  
728 BRANDOW, TRACY      NORTH 44 PROPERTY MGM 844 QUEEN ST E/ 524-536A GOULAIIS AVE

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

**BY-LAW NO. 2018-24**

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 105 Allard Street (Trevor Sawchyn).

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

1. **105 ALLARD STREET; LOCATED ON THE WEST OF ALLARD STREET, APPROXIMATELY 115M NORTH OF ITS INTERSECTION WITH CHAPPLE AVENUE; CHANGE FROM (I) TO (R4.S) WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 43/1-50 of Schedule “A” to By-law 2005-150, is changed from I (Institutional) zone to R4.S (Medium Density Residential) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(373) and heading as follows:

**“2(373) 105 Allard Street**

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west of Allard Street, approximately 115m north of its intersection with Chapple Avenue and having civic no. 105 Allard Street and outlined and marked “Subject Property” on the map attached as Schedule 373 hereto is changed from I (Institutional) zone to R4.S (Medium Density Residential) zone with a “Special Exception” to reduce the front yard setback from 7.5m to 5m for the proposed 24-unit (maximum) apartment building only.”

3. **SCHEDULE “A”**

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

4. **CERTIFICATE OF CONFORMITY**

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

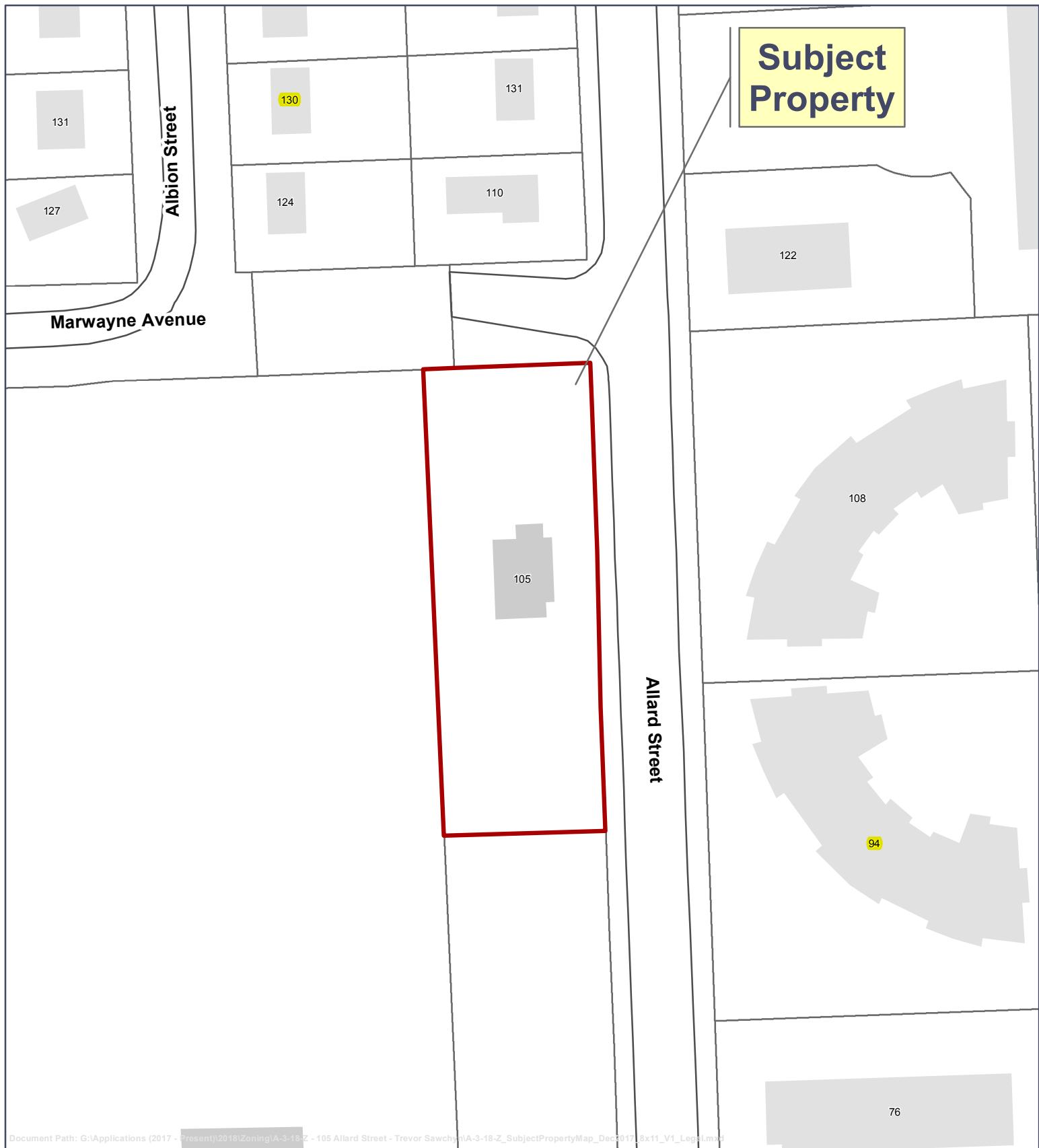
PASSED in Open Council this 5<sup>th</sup> day of February, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**



Document Path: G:\Applications (2017 - Present)\2018\Zoning\A-3-18-Z - 105 Allard Street - Trevor Sawchyn(A-3-18-Z\_SubjectPropertyMap\_Dec2017\_8x11\_V1\_Legal.mxd)

Application Map Series	Legal Department Reference	City of Sault Ste. Marie Planning and Enterprise Services
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Schedule "A"	 <b>Community Development and Enterprise Services Department</b> 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 <a href="http://saultstemaries.ca">saultstemaries.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a>
<b>Property Information</b> Civic Address: 105 Allard Street Roll No.: 030035059000000 Map No.: 43/1-50 Application No.: A-3-18-Z Date Created: December 20, 2017	<b>Legend</b>  Subject Property: 105 Allard Street  Parcel Fabric	This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983  

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

**BY-LAW NO. 2018-25**

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 185 Pittsburgh Avenue (Tony Stirpe).

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

1. **185 PITTSBURGH AVENUE; LOCATED ON THE SOUTH SIDE OF YOUNG STREET, WITH FRONTAGE UPON YOUNG STREET TO THE NORTH, PITTSBURGH AVENUE TO THE EAST AND SPADINA AVENUE TO THE WEST; CHANGE FROM R3 TO R3.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 36/1-57 of Schedule "A" to By-law 2005-150, is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(374) and heading as follows:

**"2(374) 185 Pittsburgh Avenue**

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of Young Street, with frontage upon Young Street to the north, Pittsburgh Avenue to the East and Spadina Avenue to the west and having civic no. 185 Pittsburgh Avenue and outlined and marked "Subject Property" on the map attached as Schedule 374 hereto is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception" to permit, not more than 15 dwelling units within the existing building upon the subject property, in addition to those uses permitted in an R3 Zone, subject to the following:

1. That the R4 building setbacks for an apartment building be utilized, and that the required rear yard setback be reduced from 10m to 9m."

3. **SCHEDULE “A”**

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

4. **CERTIFICATE OF CONFORMITY**

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

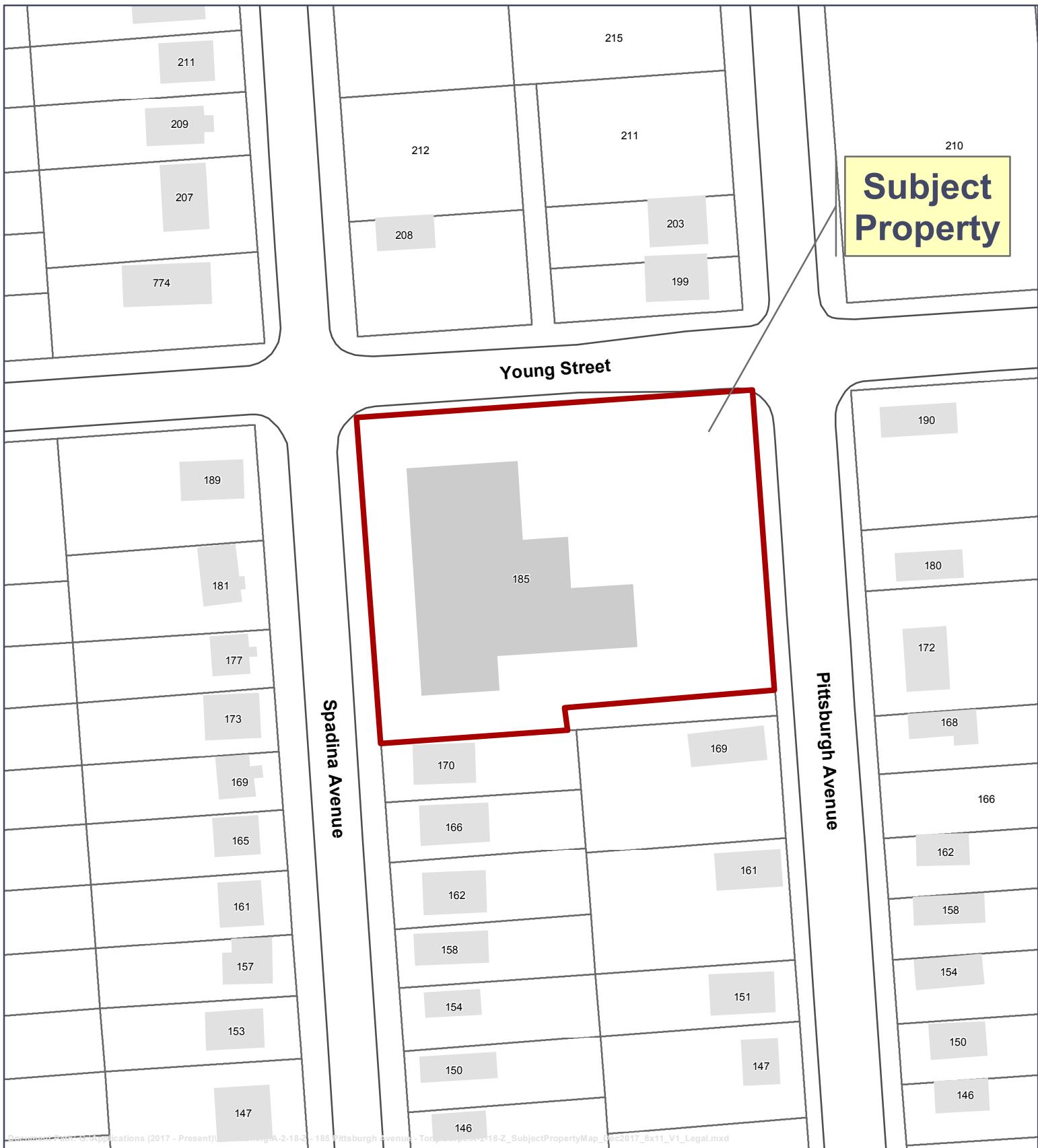
PASSED in open Council this 5<sup>th</sup> day of February, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**



Document Path: G:\Applications (2017 - Present)\Planning\A-2-18-Z\185 Pittsburgh Avenue\Tong\A-2-18-Z\_SubjectPropertyMap\_Doc2017\_8x11\_V1\_Legal.mxd

Application Map Series	Legal Department Reference	City of Sault Ste. Marie
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Schedule "A"	 <b>Planning and Enterprise Services</b> Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 <a href="http://saultstemaries.ca">saultstemaries.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a>
<b>Property Information</b> Civic Address: 185 Pittsburgh Avenue Roll No.: 060004081000000 Map No.: 36/1-57 Application No.: A-2-18-Z Date Created: December 20, 2017	<b>Legend</b>  Subject Property: 185 Pittsburgh Avenue  Parcel Fabric	 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 1:1,000

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
**BY-LAW NO. 2018-26**

**DEVELOPMENT CONTROL:** A by-law to designate the lands located at 185 Pittsburgh Avenue an area of site plan control (Tony Stirpe).

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

1. **DEVELOPMENT CONTROL AREA**

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

2. **SITE PLAN POWERS DELEGATED**

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

3. **SCHEDULE "A"**

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

4. **PENALTY**

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

5. **EFFECTIVE DATE**

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

By-law 2018-26  
Page 2

PASSED in open Council this 5<sup>th</sup> day of February, 2018.

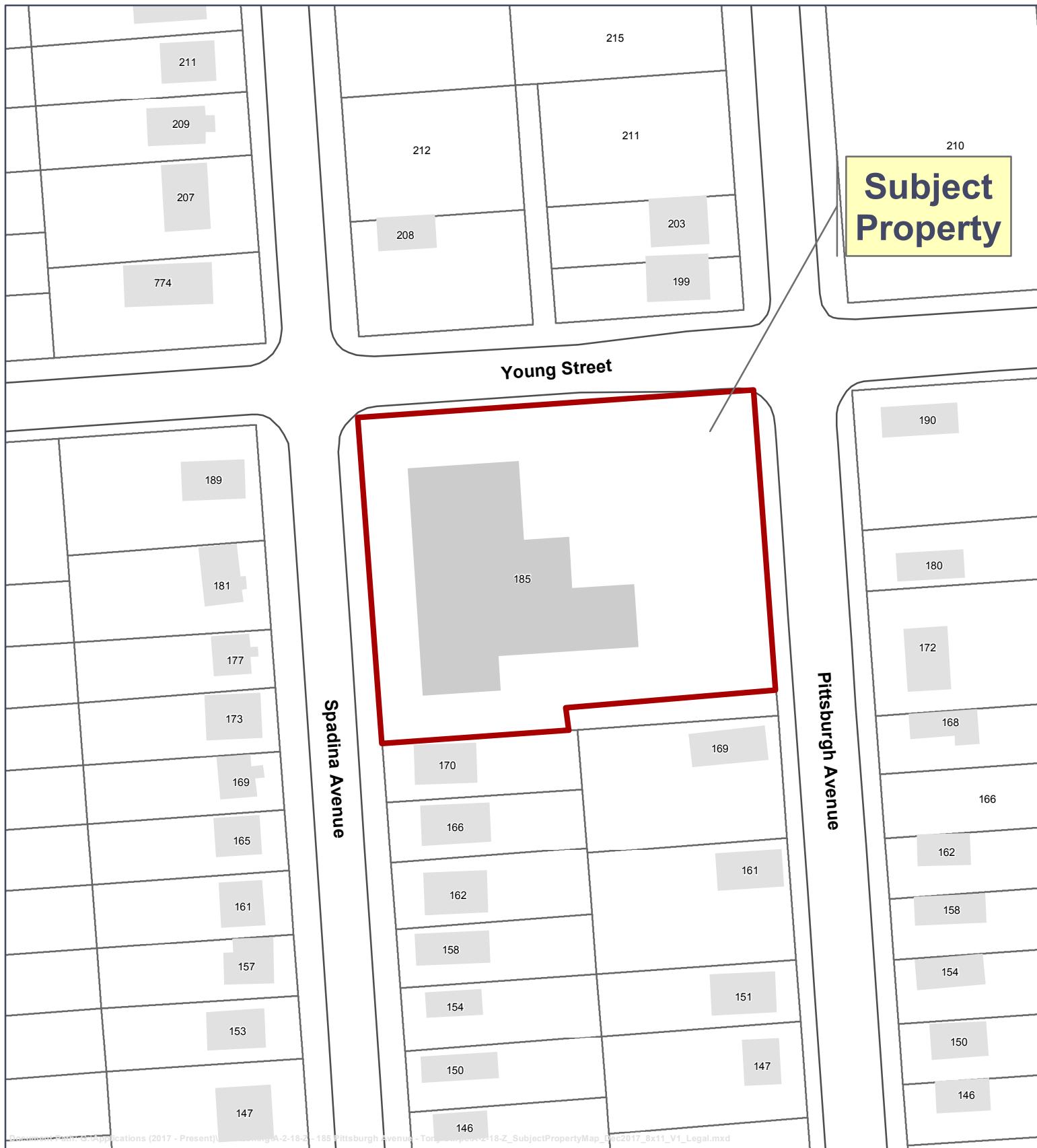
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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

da LEGAL\STAFF\LEGAL\ZONING\2018\2018-25(Z) 2018-26(DC) 185 PITTSBURGH AVE\2018-26 (DC).DOCX



Document Path: G:\Applications (2017 - Present)\Planning\2018\2018-26\185 Pittsburgh Avenue\Tong\Map\2018-Z\_SubjectPropertyMap\_Doc2017\_8x11\_V1\_Legal.mxd

Application Map Series	Legal Department Reference	City of Sault Ste. Marie
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Schedule "A"	 <b>Planning and Enterprise Services</b> Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 <a href="http://saultstemaries.ca">saultstemaries.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a>
<b>Property Information</b> Civic Address: 185 Pittsburgh Avenue Roll No.: 060004081000000 Map No.: 36/1-57 Application No.: A-2-18-Z Date Created: December 20, 2017	<b>Legend</b>  Subject Property: 185 Pittsburgh Avenue  Parcel Fabric	 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 1:1,000

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-28**

**AGREEMENT:** (H4.2) A by-law to authorize the execution of an Operating Service Agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine for Physician Recruitment Funding.

**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 Chief Administrative Officer are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City, Group Health Association, Sault Area Hospital and Algoma West Academy of Medicine, dated April 1, 2018, a copy of which is attached as Schedule "A" hereto. This agreement authorizes a funding agreement for the recruitment and retention of physicians.

**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 5<sup>th</sup> day of February, 2017.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

Schedule "A"

## OPERATING SERVICE AGREEMENT

This Agreement made this 1<sup>st</sup> day of April 2018.

### B ETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE hereinafter  
referred to as the "City"

- and -

GROUP HEALTH ASSOCIATION  
hereinafter referred to as "GHA"

- and -

SAULT AREA HOSPITAL hereinafter  
referred to as "SAH"

- and -

ALGOMA WEST ACADEMY OF MEDICINE hereinafter  
referred to as "AWAM"<sup>1</sup>

WHEREAS the above parties agree that the recruitment of physicians is vital to the citizens of Sault Ste. Marie and district;

AND WHEREAS a program is required to attract such physicians to the area;

AND WHEREAS the parties hereto recognize and support the initiative to attract physicians to the area;

NOW THEREFORE the parties hereto agree as follows:

1. This Agreement shall be for a term of one (1) year commencing April 1, 2018 and terminating March 31, 2019.
2. The parties hereto agree that they have the authority to act independently on matters of physician recruitment & retention.

3. The parties hereto shall prepare annually a budget relating to physician recruitment & retention activities for the year.

Agreement

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4. The parties hereto shall forward the City's portion of the budgeted share to City Council at the end of October annually for review, with reference to the Finance Committee, if desired by City Council.

5. The parties hereto shall administer the program for the recruitment & retention of physicians.

6. Payment of expenses related to the program shall be made by SAH upon approved instructions from the Chair, Delegate of the Committee, or Manager of the Physician Recruitment & Retention Program. SAH will ensure all payments are made with due expedience and recorded in an accurate, complete and timely fashion in accordance with generally accepted accounting principles (GAAP).

7. Copies of all original invoices, requests for payment and other instructions documenting financial transactions shall be retained in the Physician Recruitment & Retention office.

8. Original documentation shall be provided by SAH and will be retained in accordance with all privacy legislation including the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and the Personal Information Protection and Electronic Documents Act (PIPEDA).

9. Upon request of any of the parties hereto, the Physician Recruitment & Retention office shall provide financial documentation. Provision of documentation shall be in accordance with the principles of privacy legislation including MFIPPA and PIPEDA.

10. SAH shall maintain financial records sufficient to produce a monthly statement of income and expenses and any other report that may be reasonably requested by any of the parties hereto, including a list of committed expenses.

Agreement

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11. SAH shall prepare monthly financial reports for the parties hereto as outlined in clause 10 of this Agreement and shall invoice the City for reimbursement monthly. In addition, SAH shall prepare a financial report for the period April 1<sup>st</sup> to March 31<sup>st</sup> annually.

12. Upon review and approval, the City shall reimburse SAH for all expenses on the basis of the monthly invoice provided by SAH. Approved expenses include but are not limited to those outlined in Schedule "A" attached hereto.

13. The parties hereto shall inform the City of any commitments for future expenditures negotiated during the operating year but to be paid in future years. The City shall ensure that sufficient funds are retained to fund these future commitments. Contracts for physicians which extend for several years shall be treated as future expenses as outlined in this clause.

14. The City agrees to make an annual contribution of \$80,000 and SAH and GHA agree to make an annual contribution of \$60,000 each on June 1<sup>st</sup> of each year. The City, SAH and GHA contributions shall be used for the physician recruitment & retention program. AWAM agrees to make satisfactory annual in-kind contributions.

15. Any costs or liabilities incurred by SAH in the administration of this program arising out of decisions made by the parties hereto will be the sole responsibility of the parties hereto.

16. Any of the parties to this Agreement or their agents shall have the right to review any documents or records relating to this program at any time upon

Operating Service  
reasonable written request directed to the Chair or Manager of the Physician  
Recruitment & Retention Program.

April 1, 2018

17. This Agreement shall not be assigned without prior written consent of all parties hereto.

Agreement

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18. The terms and provisions of this Agreement shall extend to and be binding upon and ensure to the benefit of the parties hereto, their successors and, where permitted, assigns under this contract.

IN WITNESS HEREOF the parties hereto have set their hands and seals this

5th day of February, 2018.

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

Per:

  
Christian Provenzano, Mayor

  
Al Horsman, CAO

GROUP HEALTH ASSOCIATION

per:

Alex Lambert, President / CEO

ALGOMA DISTRICT MEDICAL GROUP

per:

Dr. David Fera, Chair/CEO

SAULT AREA HOSPITAL

per:

  
Dr. Andrew Webb, VP Medical Affairs



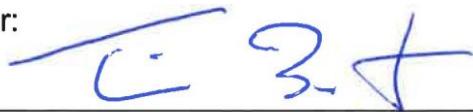
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Dr.

Sana adafora, Chief of Staff

## ALGOMA WEST ACADEMY OF MEDICINE

Per:



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Dr. Tim Best, Interim President

Agreement

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## SCHEDULE "A"

A. COSTS ELIGIBLE FOR REIMBURSEMENT WILL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- 1 Salaries, wages and benefits including any future amounts due as payment for severance or in lieu of notice. In the event of severance, the City shall be responsible only for that portion of the severance payment that relates to the employee's service with the parties hereto. Prior employment will not be calculated for the City's severance payment.
- 2 Expenses related to the administration of the program including office costs, minor equipment and professional fees.
- 3 Costs for advertising and promotion including marketing displays, conferences and meetings and receptions.
- 4 Recruiting costs including professional recruitment services, travel, site visits and recruitment events.
- 5 Travel expenses for physicians including transportation, lodging and meals.

B. COSTS INELIGIBLE FOR REIMBURSEMENT WILL INCLUDE:

- 1 No amount will be charged for rent for office space provided by SAH.

2. No amounts will be charged for utilities or office maintenance provided by SAH.
3. No amounts will be paid for locum costs reimbursable by the Ministry of Health and Long Term Care.
4. No amounts will be paid as the principal of loans.
5. Any costs incurred by physicians other than travel expenses (transportation costs, lodging and meals).

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

**BY-LAW 2018-29**

**TAXIS:** (P2.4) A by-law to amend Schedule "A" to By-law 2011-161 (A by-law to regulate, licence and govern vehicles used for hire to convey passengers, including brokers, owners, and drivers of taxicabs, limousines, wheelchair accessible vehicles and hotel shuttles) and to repeal By-law 2011-200, By-law 2014-183 and By-law 2015-72.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie pursuant to section 156 of the *Municipal Act, 2001*, S.O. 2001, c. 25, and amendments thereto, **ENACTS AS FOLLOWS:**

**1. SCHEDULE "A" TO BY-LAW 2011-161 AMENDED**

Schedule "A" to By-law 2011-161 is hereby repealed and replaced with Schedule "A" attached to this by-law.

**2. BY-LAW 2011-200, BY-LAW 2014-183 AND BY-LAW 2015-72 REPEALED**

By-law 2011-200, By-law 2014-183 and By-law 2015-72 are hereby repealed.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 5<sup>th</sup> day of February, 2018.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CLERK – MALCOLM WHITE**

**Schedule "A"**

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## **PART I**

### **DEFINITIONS**

- 2.1 (a) **"Accessible Taxicab"** means a passenger vehicle that is an accessible vehicle and that is licensed as a taxicab by a municipality, as described in the *Highway Traffic Act*, R.S.O. 1990, c. H.8 and regulations and amendments thereto
- (b) **"Accessible Vehicle"** means a passenger vehicle or a bus, other than a school bus,  
(i) that is designed or modified to be used for the purpose of transporting persons with disabilities and is used for that purpose, whether or not the vehicle is also used to transport persons without disabilities; and  
(ii) that is operated:  
(1) for compensation by, for or on behalf of any person, club, agency or organization; or  
(2) not for compensation by, for or on behalf of any person, club, agency or organization that holds itself out as providing a transportation service to persons with disabilities;  
as described in the *Highway Traffic Act* and regulations and amendments thereto
- (c) **"Board"** means the Sault Ste. Marie Police Services **Board**
- (d) **"Broker"** means a **person** who owns a **vehicle for hire** business and operates his/her own vehicles and dispatches for other **vehicle owners** operating under that **broker's license**
- (e) **"Broker's License"** means a **license** issued under the provisions of this bylaw, authorizing a **person** to operate a **vehicle for hire** business as a **Broker**
- (f) **"Chief of Police"** means the **Chief of Police** of the City of Sault Ste. Marie or his/her designate
- (g) **"City"** means the City of Sault Ste. Marie
- (h) **"Corporation"** means the Corporation of the City of Sault Ste. Marie

- (i) "**Council**" means the Council of the Corporation of the City of Sault Ste. Marie
- (j) "**Courtesy Shuttle**" means a vehicle operated by a hotel or motel to transport registered guests of the hotel free of charge
- (k) "**Driver**" means an operator or person with control of a **vehicle for hire**, who is **licensed** under this by-law as such, or who is required to be **licensed** under this by-law
- (l) "**Licensed**" means **licensed** under the provisions of this by-law
- (m) "**Licensed premises**" means the premises where the **licensee** carries on his/her **licensed** operation
- (n) "**Licensee**" means a person **licensed** under this by-law
- (o) "**Ontario Driver's License**" means a **license** issued under the authority of the *Highway Traffic Act* and regulations and amendments thereto
- (p) "**Owner**" means any **person** owning, leasing or otherwise having carriage or control of a **vehicle for hire** business, who is **licensed** as such, or required to be **licensed** as such, under this by-law
- (q) "**Owner's License**" means a **license** issued under the provisions of this bylaw, authorizing a **person** operate a **vehicle for hire** business as an **Owner**
- (r) "**Passenger**" means any person in a **licensed** vehicle, other than the **driver**
- (s) "**Person**" includes not only an individual, but also a partnership and body corporate and any association and the heirs, executors, administrators, successors and assigns or other legal representatives thereof to whom the context may apply, and words importing the singular shall include the plural and words importing the masculine gender shall include the feminine
- (t) "**Sale**" means the sale of one or more vehicles in respect of which **licenses** are issued by the **Board**, accompanied by an application to the **Board** for the issue of a new **license**

- (u) **"Vehicle for Hire"** means any motor vehicle kept or used for the conveyance of **passengers** for a fee, or as a benefit to a service for which a fee is charged. Vehicles for hire shall be classified as one of the following: a **taxicab, limousine, or wheelchair accessible vehicle, or hotel shuttle**
- (i)     **"Limousine"** means a motor vehicle that is kept or used for hire for hire for the conveyance of passengers for a fee and is not equipped with a taximeter or a roof light
- (ii)    **"Taxicab"** means a motor vehicle that is kept or used for hire for the conveyance of passengers for a fee and is equipped with a taximeter and a roof light, and includes a Wheelchair Accessible Vehicle when that vehicle is being used to provide Basic Wheelchair or Ambulatory Service under a broker or owner's licence ("Wheelchair Accessible Taxicab")
- (iii)   **"Wheelchair Accessible Vehicle"** means a vehicle kept or used for hire which is able to provide Wheelchair Service for persons with mobility disabilities. The Wheelchair Accessible Vehicle shall be able to pick up, transport and drop off a person with a mobility disability without requiring them to alight from their wheelchair
- (iv)    **"Hotel Shuttle"** means a motor vehicle, owned or contracted by the hotel, which transports hotel guests for a fare to and from the airport to or from the hotel
- (v)    **"Vehicle for Hire Licence"** means a **license** issued under the provisions of this bylaw, authorizing a specific **motor vehicle** to be used for the conveyance of **passengers** and driven or operated for a fee, or as a benefit to a service for which a fee is charged. This by-law will refer to "**vehicle licence**" which will mean the same as **Vehicle for Hire Licence**
- (w)    **"Vehicle for Hire Driver's Licence"** means a **licence** issued under the provisions of this bylaw, authorizing a **person** operate a **vehicle for hire as a driver**. This by-law will refer to "**driver's licence**" which will mean the same as **Vehicle for Hire Driver's Licence**

- (x) **"Wheelchair Service"** means a service established to provide accessible transportation for persons with mobility disabilities, and may be either:
- (i) **"Basic Wheelchair or Ambulatory Service"** which means that the client is able to meet the vehicle in the driveway of the pick-up location and able to manoeuvre at the drop off location both without the assistance of the driver; or
  - (ii) **"Enhanced Wheelchair or Ambulatory Service"** which means that the client must be assisted from an area other than the driveway of the pick up location or the entrance of the drop off location

## **PART II**

### **Requirements and Issuance of Licenses**

#### **GENERAL**

- 3.0 Every application required by this by-law, to be made to the Sault Ste. Marie Police Services **Board**, shall be submitted to the **Chief of Police** to be dealt with according to this by-law.
- 3.1 Every **person** acting in the capacity of a “**vehicle for hire**” **driver, owner or broker** shall obtain the appropriate **licence or licenses** issued by the **Board** by completing the requisite application and paying to the **Board** the required fees.
- 3.2 Section 3.1 shall apply to every **vehicle for hire driver, vehicle for hire owner, and vehicle for hire broker** engaged in the conveyance of **passengers** from any point within the **City** to any point outside the **City**.
- 3.3 Every **person** who keeps a **vehicle for hire** shall obtain a **licence** issued by the **Board** authorizing the use of the vehicle for the purpose indicated on such **licence** and shall pay, at the time of taking out such **licence**, the fee prescribed by this by-law. There shall be a separate **licence** taken out for every vehicle operated by the **owner**.
- 3.4 Every application for a **licence** under this by-law shall be in writing, signed by the applicant, on forms prescribed and supplied by the **Chief of Police**, and:
  - (i) shall be filed with the **Chief of Police**; and
  - (ii) shall be accompanied by such information and material as may reasonably be required by the **Chief of Police**.
- 3.5 The **Chief of Police** shall upon receipt of an application for a **licence**, make or cause to be made all examinations and investigations required to be made by this by-law or by the **Board** relative to such application and shall forward the results of such application and investigations to the **Board**, except as hereinafter provided.
- 3.6 Any member of the public, with the permission of the **Board**, may attend and may make submissions to the **Board** concerning the granting of a **licence**.

- 3.7 The **Board** shall consider any application forwarded to it and, if satisfied, that the issue of the **licence** would not result in a breach of the law or be adverse to the public interest, and that the application is complete, the **Board** shall direct the **Chief of Police** to issue the **licence** to the applicant and the **Chief of Police** shall forthwith issue the **licence** to the applicant.
- 3.8 The **Board** may refuse to grant a **licence** applied for or may grant a conditional **licence** if the applicant signifies he/she is prepared to accept the conditions imposed on his/her **licence** and to make no objection to those conditions imposed by the **Board** and endorsed on his/her **licence**. The **Board** shall, if requested, give any reason, in writing, for refusing any license.
- 3.9 An applicant who has been refused a **licence** by the **Board** may apply to the **Board** requesting it to hold a public hearing and such hearing will be held in accordance with the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22, as amended.
- 3.10 All **licenses** issued under this by-law shall be issued by the **Chief of Police** in the name of the **Board** on forms supplied by the **Board** and, if any **license** is issued subject to conditions, such conditions, shall be set forth on or attached to the **licence**. All **licenses** are property of the **Board**.
- 3.11 No **licence** issued under this by-law is transferable, except with the written permission of the **Board**.
- 3.12 No **person** shall enjoy a vested right in the continuance of a **license** and upon the issue, renewal, transfer, cancellation or suspension thereof, the value of a **licence** shall be the property of the **Board**.
- 3.13 The **Chief of Police** may replace any **licence** that is defaced, lost, stolen or destroyed. The new **license** shall be granted provided the **license** holder conforms to the conditions of this by-law. The replacement of any **licence** is subject to a fee listed in Tariff "A".
- 3.14 In the event of the death of the holder of a **broker** or **owner licence**, an authorized estate representative shall report the death, in writing to the **Chief of Police** within 30 days of the death. The authorized estate representative shall have a period of six months to arrange for the appropriate licensing and continuance of the business without the existing **licence** being suspended or cancelled.

- 3.15 The **Board**, in the case of transfer being applied for pursuant to paragraph 3.14, shall require the applicant, at his/her own expense, to provide the **Board** with proof of death and the applicant's ability to comply with all the provisions of this by-law respect to the transfer in the same manner as though applying for the issuance of an original **license**.
- 3.16 If the **Board** approves the transfer pursuant to subsection 3.15, the **Board** shall provide written approval to the transferee. The **Chief of Police** shall endorse the **license**, once the transfer fee has been made.
- 3.17 In the event of a **sale** of a business or change of control in the corporation referred to in paragraph 3.14 without the approval of the **Board**, all **licenses** issued to such **broker** or **owner** shall become null and void and shall be returned immediately to the **Chief of Police**.

#### **Renewal/Expiry of Licenses - General**

- 3.18 Every application for a renewal of a **licence** issued under this by-law shall be in writing, signed by the applicant, on the prescribed form and shall be:
  - (i) filed with the **Chief of Police** by the date requested,
  - (ii) shall be accompanied by the **license** fee in accordance with Tariff "A"; and
  - (iii) shall be accompanied by such information and material as may be required by the **Chief of Police**.
- 3.19 Any **licence** issued under this by-law shall be in effect on the day of issue and shall expire on the 30th day of March following the year of issue.
- 3.20 Where a **licensee** has not renewed his/her **licence** in accordance with this by-law, such **licence** is null and void and of no further force or effect.
- 3.21 If a **licence** has been issued under this by-law and, prior to the expiration of the **licence**, an application for renewal of the **licence** is received as herein provided; the **Chief of Police** may issue a new **licence** in accordance with the application.
- 3.22 Any **licence** issued under this by-law which is not renewed prior to March 30th, may be renewed prior to April 15<sup>th</sup>, subject to payment of a late fee as set out in Tariff "A"

- 3.23 Any request for renewal of a **licence**, which is received after April 15<sup>th</sup>, will be referred to the next regular meeting of the **Board** for consideration.
- 3.24 The **Board** may, upon written application by the holder of a **licence** issued under this by-law, grant an extension of the deadline for renewal of the **licence**.
- 3.25 The annual fee for **licence applications and issued licence** is as set out in Tariff "A".

### **Suspension / Revocation of Licenses - General**

- 3.26 The Board may revoke any licence issued under this by-law in its discretion subject to the *Statutory Powers Procedure Act*, as amended. The **Board** shall, if requested, give any reason, in writing, for suspending or revoking any licence.
- 3.27 The **Chief of Police** may temporarily suspend any **licence** until the next meeting of the **Board** for contraventions or safety concerns relative to the type of licence in question.
- 3.28 The **Chief of Police** shall, if requested, give any reason, in writing, for suspending any licence.
- 3.29 The Board may, in its discretion, continue the suspension of a licence which has been suspended under paragraph 3.27 until the Board is satisfied that the licence should be reinstated, revoked, or until the completion of any investigation into the suspension of the licence.
- 3.30 In the event of any **licence** being suspended or revoked, the previous holder thereof shall not be entitled to a new **licence** unless the **Board** approves the granting of such new **licence**.
- 3.30 A **person** whose **licence** is suspended or revoked is deemed not to hold a **licence** under this By-law and is subject to the General Penalty Section 11.2 of this by-law.
- 3.31 The holder of any **licence** that has been suspended or revoked shall forthwith surrender such **licence** to the **Chief of Police**.

### **BROKER'S / OWNER'S LICENSES**

- 4.0 Every application for a **broker** or **owner's licence** shall be in writing, signed by the applicant, on forms prescribed and supplied by the **Chief of Police** and
- (i) shall be filed with the **Chief of Police**; and
  - (ii) shall be accompanied by such information and material as may reasonably be required by the **Chief of Police**.
- 4.1 The **Chief of Police** shall, upon receipt of an application for a **broker** or **owner's licence**, make or cause to be made all examinations and investigations required to be made by this by-law or by the **Board** relative to such application and shall forward the results of such application and investigations to the **Board**.
- 4.2 The **Board** shall consider any application forwarded to it and, if satisfied, that the issue of the **licence** would not result in a breach of the law or be adverse to the public interest, and that the application is complete, the **Board** shall direct the **Chief of Police** to issue the **licence** to the applicant and the **Chief of Police** shall forthwith issue the **licence** to the applicant.
- 4.3 The **Board** shall, upon receiving an application for a **broker** or **owner's licence**, cause the applicant to, at the applicant's expense, place an advertisement in the local newspaper stating such application has been made and giving the date of the next meeting of the **Board**. Such advertisement shall be in a form as specified by the **Board**.
- 4.4 An application for a **broker** or **owner's licence** shall indicate the number of vehicles for hire that will be operated under the **licence** and such number shall include:
- (i) the **broker's** own vehicles;
  - (ii) any vehicles operated by other **owners**; and
  - (iii) the number of Accessible Taxicabs included in the number of vehicles.
- 4.5 In the event that a **licence** is granted to an **owner**, the **broker** shall not operate, or allow to be operated, any vehicles for hire in excess of the number indicated by his/her application and approved by the **Board**.
- 4.6 No **broker** shall be issued any **licence** in excess of the number of vehicles he owns plus the number of vehicles operated by independent **owners** conducting business under the authority of that **broker's** **licence**.

- 4.7 Notwithstanding any other provision of this by-law, the **Chief of Police** may issue an **owner's licence** to an applicant who will be operating under another **person's broker's licence**, provided that the number of licenses allotted by said **broker's licence** has not been filled. Such **owner's license** will be issued on the condition the **owner** continues to operate under the **broker's licence** indicated in the application. If the **owner** discontinues operating under said **broker**, the **licence** shall become void and of no effect.
- 4.8 No owner or broker's licence shall be issued to any broker or owner who does not conform to Section 8.18 of this by-law.

### **Renewal/Expiry**

- 4.8 Every application for a renewal of a **broker** or **owner's licence** shall be in writing, signed by the applicant, on forms prescribed and supplied by the **Chief of Police**, and:
- (i) shall be filed with the **Chief of Police** by the date requested; and
  - (ii) shall be accompanied by such information and material as may reasonably be required by the **Chief of Police**.
- 4.9 Prior to the expiry of the **broker** or **owner's licence**, at a time designated by the **Chief of Police**, the **broker** or **owner** shall submit, at no expense to the **Board** such information and material as may be required by the **Chief of Police** to conduct or cause to be made all examinations and investigations required to be made by this by-law or by the **Board** relative to a **broker or owner' licence** renewal application.

### **Suspension/Revocation**

- 4.10 The **Chief of Police** may temporarily suspend a **broker** or **owner's licence** until the next meeting of the **Board** for:
- (i) for a contravention of this by-law;
  - (i) any contravention of the *Criminal Code*, R.S.C., 1985, c. C-46, as amended;
  - (ii) any contravention of the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as amended;
  - (iii) any contravention of the *Liquor Licence Act*, R.S.O. 1990, c. L.19, as amended, pertaining to the illegal sale or purchase of liquor; or

- (iv) circumstances, where in the opinion of the Chief of Police, there is concern for public safety.
- 4.11 The suspension of the owner or broker's licence in accordance with Section 4.10 will cause the suspension of all "vehicle for hire" licenses issued to that owner or any vehicle for hire licenses that are issued to independent vehicle owners operating under such broker.
- 4.12 The **Board** may, in its discretion, continue the suspension of a **broker or owner's licence**, which has been suspended under paragraph 4.10, until the **Board** is satisfied that the **licence** should be reinstated, revoked, or until the completion of any investigation into the suspension of the **licence**.
- 4.13 In the event that the holder of an owner or broker's licence does not comply with Section 8.18 of this by-law by July 1, 2015, the Chief of Police may suspend said owner or broker's licence in accordance with Section 4.10 of this by-law.

## **VEHICLE LICENSES**

### 5.0 An applicant for a **vehicle licence**:

- (i) shall provide evidence that the vehicle is currently **licensed** under the authority of the *Highway Traffic Act* and regulations and amendments thereto;
- (ii) shall provide a valid Safety Standards certificate for the said vehicle;
- (iii) shall procure, in respect to each vehicle **licensed** under this by-law, a policy of insurance endorsed to the effect that the **Board** will be given fifteen days notice, in writing, of any cancellation, expiry or change in the amount of the policy, and shall deposit a copy or certificate thereof with the **Board**, and such policy shall be kept in force as long as the vehicle remains **licensed** under this by-law; and
- (iv) shall insure the owner and driver of any such vehicle against loss or damage resulting from bodily injury or death to **passengers** as well as others and against damage to property to a minimum of one million dollars (\$1,000,000.00) for all claims in any one accident, exclusive of interests and costs.

- 5.1 If the vehicle **licence** is not purchased within 36 days from the date the application is granted, the **licensee** shall, at the time the **licence** is purchased provide proof that the vehicle is mechanically fit.
- 5.2 If required investigations and examinations into an application for a vehicle **licence** do not disclose any reason why the application should not be granted the **Chief of Police** shall issue such **licence**, unless in his/her opinion, the granting of the **licence** shall be contrary to public interest.
- 5.3 If the **Chief of Police** determines that such vehicle **licence** should not be granted, he may refer the application and any results of any investigation or examination to the **Board** for final decision.
- 5.4 The **Chief of Police** shall, upon issuing a **vehicle licence**, furnish to the **licensee**, the **vehicle licence**, which shall be numbered and will set forth the name of the licensee, the make, model, style, Ontario Licence Plate number and the vehicle identification number or the vehicle.
- 5.5 A **vehicle licence** issued hereunder shall contain a description of the particular vehicle to which it applies and it may not be altered or otherwise made to apply to more than one specific vehicle.
- 5.6 Notwithstanding paragraph 3.11, where a vehicle for which a **licence** has been issued, is replaced by another vehicle during the period for which the **licence** was issued, a new **licence** shall not be necessary. A transfer of the **licence** shall be granted provided the **licence** holder conforms to the conditions of this by-law.

### **Renewal/ Expiry**

- 5.7 Every application for a renewal of a vehicle **licence** shall be accompanied by:
  - (i) evidence that the vehicle is currently **licensed** under the authority of the *Highway Traffic Act* and regulations and amendments thereto;
  - (ii) a valid Safety Standards certificate for the said vehicle; and
  - (iii) evidence that the vehicle is insured according to this by-law.
- 5.8 Prior to the expiry of a vehicle **licence**, at a time designated by the **Chief of Police**, the **broker** or **owner** shall submit, at no expense to the **Board**, such information and material as may be required by the **Chief of Police**, to conduct or cause to be made all examinations and

investigations required to be made by this by-law or by the **Board** relative to a **vehicle licence** renewal application.

### **Suspension/ Revocation**

- 5.9 The **Chief of Police** may temporarily suspend any **vehicle licence** until the next meeting of the **Board** for any contravention of this by-law; or where in the opinion of the **Chief of Police**, there is concern for public safety as evidenced by the condition of the vehicle or defects that have not been corrected.
- 5.10 The **Board** may, in its discretion, continue the suspension of a **vehicle licence**, which has been suspended under paragraph 5.9 until the **Board** is satisfied that the **licence** should be reinstated, revoked, or until the completion of any investigation into the suspension of the **licence**.

### **DRIVER'S LICENSES**

- 6.0 No person shall be granted a **driver's licence** under this by-law unless they are the holder of a current minimum of an Ontario class "G" driver's license issued under the authority of the, *Highway Traffic Act* and regulations and amendments thereto.
- 6.1 The **Board** shall not grant a **licence** to any person:
  - (i) who has a criminal record for which a pardon has not been granted;
  - (ii) who has accumulated more than 9 demerit points under the *Highway Traffic Act* and regulations and amendments thereto;
  - (iii) who has been found guilty within the preceding three years of an offence under the *Liquor Licence Act*, as amended, which offence pertains to the unlawful sale or purchase of liquor; or
  - (iv) where circumstances exist such that the **Chief of Police** is of the opinion that it would be contrary to public interest.
- 6.2 Any person who holds a current **driver's licence** on the day that this by-law becomes effective shall not be prohibited from holding or renewing such **licence** by virtue of section 6.1(i) relative to any past criminal proceedings.
- 6.3 Any **person**, however, applying for a **driver's licence** other than a renewal, or replacement for a current lost, stolen or destroyed license

shall be subject to section 6.1(i) regardless if he or she has held a **licence** under any previous by-law.

6.4 In addition to the foregoing, an applicant for a "**vehicle for hire**" **driver's licence**:

- (i) shall be in possession of a current Ontario class "G" or higher driver's **licence** issued under the authority of the *Highway Traffic Act* and regulations and amendments thereto; and
- (ii) shall provide a letter from his/her potential employer, or business with whom he has contracted, stating the employer's, or business', name, address and **owner's licence** number and that the applicant will be employed or contracted by him/her on a full-time or a part-time basis, as the case may be.

6.5 Every application for a **driver's licence** shall be accompanied by:

- (i) two satisfactory photographs of the applicant;
- (ii) a certificate showing the date of birth of the applicant;
- (iii) proof that the applicant holds a valid Ontario driver's licence, class "G" or higher issued under the *Highway Traffic Act* and regulations and amendments thereto; and
- (iv) the application fee in accordance with Tariff "A"

6.6 Every applicant other than those applying for a renewal, or replacement for lost, stolen or destroyed licence shall submit himself/herself to a written examination. The applicant must attain a minimum of 80% (eighty) in the examination before he or she can be licensed.

6.7 An applicant that fails the examination or fails to show for the examination without proper excuse, or without 48 hours notification prior to the appointed time for the test, must commence a new application process including the appropriate fees.

6.8 If required investigations and examinations into an application for a **driver's licence** do not disclose any reason why the application should not be granted, the **Chief of Police** shall issue such **licence**, unless in opinion of the **Chief of Police**, the granting of the **licence** shall be contrary to public interest.

6.9 If the **Chief of Police** determines the granting of such **licence** should not be granted, he may refer the application and any results of any investigation or examination to the **Board** for final decision.

6.10 Upon being licensed, the **licensee** shall be furnished with a **vehicle for hire driver's licence**, in the form of an identification card, signed by the **licensee** in the presence of the issuer.

### **Renewal/ Expiry**

6.11 Every application for a renewal of a **driver's licence** shall be accompanied by:

- (i) proof that the applicant continues to hold a valid **Ontario Driver's Licence** Class "G" or higher issued under the *Highway Traffic Act* and regulations and amendments thereto;
  - (ii) two satisfactory photographs of the applicant; and
  - (iii) an application fee according to Tariff "A".
- 6.12 Prior to the expiry of the **driver's licence**, at a time designated by the **Chief of Police**, the **broker/owner** shall submit such information and material as may be required by the **Chief of Police** to conduct or cause to be made all examinations and investigations required to be made by this by-law or by the **Board** relative to a "**vehicle for hire**" **driver's licence** renewal application.
- 6.13 If required investigations and examinations into a renewal application for a **driver's licence** do not disclose any reason why the application should not be granted, the **Chief of Police** shall issue such **licence**, unless in his/her opinion, the granting of the **licence** shall be contrary to public interest.
- 6.14 If the **Chief of Police** determines the granting of such **licence** should not be granted, he may refer the application and any results of any investigation or examination to the **Board** for final decision.

### **Lost, Destroyed or Stolen Driver's License**

- 6.15 The **Chief of Police** may re-issue a **driver's licence** that has been reported lost, stolen or destroyed. Prior to any **driver's licence** being re-issued, the **driver** must continue to meet the conditions of this by-law, including the conditions in section 6.1.
- 6.16 If required investigations and examinations into an application for a lost, stolen or destroyed **driver's licence** do not disclose any reason why the application should not be granted, the **Chief of Police** shall issue such

**licence**, unless in his/her opinion, the granting of the **licence** shall be contrary to public interest.

- 6.17 If the **Chief of Police** determines the granting of such **licence** should not be granted, he may refer the application and any results of any investigation or examination to the **Board** for final decision.
- 6.18 Every application for a replacement of a **driver's licence** shall be accompanied by:
  - (i) proof that the applicant continues to hold a valid **Ontario** driver's licence (minimum Class "G") issued under the *Highway Traffic Act* and regulations and amendments thereto;
  - (ii) two satisfactory photographs of the applicant; and
  - (iii) a replacement fee according to Tariff "A".

### **Revocation / Suspension of a Licence**

- 6.19 The **Chief of Police** may temporarily suspend any "vehicle for hire" **driver's licence** until the next meeting of the **Board** for:
  - (i) any contravention of the *Criminal Code*, R.S.C., 1985, c. C-46, as amended;
  - (ii) any contravention of the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19, as amended;
  - (iii) the accumulation of more than nine demerit points under the *Highway Traffic Act* and regulations and amendments thereto, for any contravention of this by-law; or
  - (iv) in the opinion of the **Chief of Police** there is concern for public safety as evidenced by driving history and record.
- 6.20 The **Board** may, in its discretion, continue the suspension of a **driver's licence**, which has been suspended under paragraph 6.22 until the **Board** is satisfied that the **licence** should be reinstated, revoked, or until the completion of any investigation into the suspension of the **licence**.
- 6.21 The holder of any licence issued pursuant to this by-law and which has been revoked or suspended shall forthwith surrender such licence to the Chief of Police.

## PART III

### DUTIES OF CHIEF OF POLICE

- 7.0 The Chief of Police shall be charged with the enforcement of the by-law, and in connection therewith shall do or cause to be done the following:
- (i) shall, if requested, give any reason, in writing, for not granting, suspending, or revoking any **licence**;
  - (ii) report to the **Board** whenever he/she shall be required to do so;
  - (iii) submit to the **Board** applications for **broker/owner licenses** and necessary reports pertaining thereto;
  - (iv) make all necessary inquiries in connection with the issuance of a **license** or the suspension and revocation of **licenses**, as may be required by this by-law;
  - (v) ensure that a register of all **licenses** granted by the **Board** is kept containing the name and address of the applicant and the number of vehicles kept by the applicant, the amount paid for and the date of the **license**, and such further records as the **Board** may order;
  - (vi) furnish each person taking out a **broker's licence** or **owner's licence** with a copy of this by-law;
  - (vii) furnish, to every successful applicant, a certificate indicating the application has been approved, such certificate to be presented to the **licence** issuing office of the Civic Centre where the **licence** is purchased;
  - (viii) cause investigations to be carried out in regards to violations of this by-law;
  - (ix) consider charges against persons who have violated any of the provisions of this by-law;
  - (x) cause inspections to be made of all **vehicles for hire** to ensure the vehicle meets the requirements of this by-law;
  - (xi) cause inspections to be made of all taxicab meters to ensure they are properly sealed and register accurately;
  - (xii) take such other precautions as may be necessary to prevent interference or tampering with the said meters or their registration; and
  - (xiii) Receive all inspection reports required to be submitted regarding **Accessible Taxicabs**, and ensure that all **licence** holders are complying with the requirements herein.

## PART IV

### DUTIES OF BROKERS AND OWNERS

- 8.0 Every **broker** or **owner**, after he/she has received the **licence** approval from the **Board**, shall report to the office of the **Chief of Police** and shall provide any required information to complete the register.
- 8.1 Every **broker** or **owner** shall advise the **Chief of Police** of any change of information that has been recorded in the register, within six days of such change occurring. Such change shall include any "**vehicle for hire**" that has begun or ceased to operate under the **broker/owner licence**.
- 8.2 Upon removing a vehicle from service that will not be replaced, the **broker** or **owner** shall, within six days, attend at the office of the **Chief of Police** and surrender the **license** held by him/her in respect of such vehicle. If the said vehicle is a **Wheelchair Accessible Vehicle**, the broker or owner shall ensure that the broker or owner complies with Section 8.18 of this by-law. In the event the broker or owner does not comply with Section 8.18 of this by-law, the Chief of Police shall suspend the said broker or owner's licence in accordance with Section 4.10 of this by-law.
- 8.3 Every **broker** or **owner** shall advise the **Chief of Police** within 6 days of the hiring or terminating of any **driver** who holds a current **licence** under this by-law.
- 8.4 Every **broker** and **owner** shall keep a record in the **licensed premise** of the date, time, origin and destination of each trip, name of **driver**, number of the **vehicle for hire**, and such records shall be retained for at least twelve (12) months. Full information shall be given by the **licence** holder to any police officer, upon request, with reference to the address of house, or place, to and from which he has driven any passenger or with reference to all matters within his/her knowledge relating to such passenger.
- 8.5 Every **broker** or **owner** shall, to the best of his/her ability, ensure that all requirements of this by-law relating to vehicle equipment, driver's responsibilities, and licensing requirements are adhered to.
- 8.6 No **broker** or **owner** shall permit or allow any **unlicensed vehicle for hire**, or **driver** not **licensed** under this by-law to operate under his/her **licence**.

- 8.7 Every **broker** or **owner** shall ensure that vehicles operating under his/her **licence** are operated in accordance with this by-law.
- 8.8 No **broker** or **owner**, **licensed** under this by-law, shall use another **broker's** or **owner's** radio dispatch system.
- 8.9 Every **broker** or **owner** shall submit any vehicle **licensed** under this by-law for any inspection required by the **Chief of Police**.
- 8.10 Every **person** obtaining a **broker or owner's license** under this by-law shall keep his/her **license** or a copy thereof posted in some conspicuous place in the **licensed premises**, and every **person** so **licensed** shall, when requested by any **person** authorized by the **Board**, produce the **license** for inspection.
- 8.11 Every **licensee** shall notify the **Chief of Police** within six days, in writing, of any change of address or telephone number of the **licensee**, which has previously been given to the **Chief of Police**.
- 8.12 Notwithstanding the previous section, no **broker** or **owner licensed** under this by-law shall change the address of his/her business premises without first obtaining approval from the **Board**. The request for approval shall include written documentation as outlined in section 4.0 of this by-law.
- 8.13 Notwithstanding Section 8.14 of this by-law, every **broker/owner, licensed** under this by-law, shall:
  - (i) have a telephone system;
  - (ii) have its own radio system; and
  - (iii) provide twenty-four hour per day service.
- 8.14 Clauses (ii), and (iii) of section 8.13 do not apply to the holder of a **broker or owner's licence**, who only operates **limousines** or a **hotel shuttle** under their **licence**.
- 8.15 **Owners** and **Brokers** are prohibited from charging higher fares or additional fees for persons with disabilities than persons without disabilities for the same trip and from charging a fee for the storage of mobility aids or mobility assistive devices.
- 8.16 **Owners** and **Brokers** of taxi cabs place vehicle registration and identification information on the rear bumper of the taxi cab.

- 8.17 **Owners** and **Brokers** of taxi cabs make available vehicle registration and identification information in an accessible format to persons with disabilities who are passengers.
- 8.18 (i) Owners and Brokers whose business operates or contracts thirty-five (35) or fewer vehicles under the owner or broker's licence shall have a minimum of one (1) Wheelchair Accessible Taxicab available for hire twenty-four hours per day for Basic Wheelchair or Ambulatory Service.
- (ii) Owners and Brokers whose business operates or contracts more than thirty-five (35) vehicles under the owner or broker's licence shall have a minimum of two (2) Wheelchair Accessible Taxicabs available for hire twenty-four hours per day for Basic Wheelchair or Ambulatory Service.

## PART V

### DRIVER'S DUTIES AND RESPONSIBILITIES

9.0 No **driver, licensed** under this by-law, shall, while in charge of a vehicle for hire:

- (i) operate a “**vehicle for hire**” while any condition referred to in this by-law is not fulfilled, or while any **licence** required by this by-law has not been obtained;
- (ii) solicit a person to take or use his/her **vehicle for hire** by calling out or shouting or otherwise personally canvassing members of the general public;
- (iii) employ or allow any runner or other person to assist or act in concert with him/her in obtaining any **passenger** or baggage. (**Owners** or **Brokers** may allow another employee to assist a **driver** while he/she accompanies the driver for training purposes.);
- (iv) induce any **passenger** to employ him/her by knowingly deceiving, misinforming, or misleading such **passenger** as to the time or place of arrival or departure of any public conveyance, or the location or distance to any building or place;
- (v) permit any person, other than the **owner**, an employee or person contracted by the **owner**, to drive his/her vehicle; or
- (vi) take on any additional passenger after the “**vehicle for hire**” has departed with one or more **passengers** from any starting point, except at the request or permission of the passenger already in the vehicle, or in the case of an emergency, or the “**vehicle for hire**” is under contract being used to transport children to or from school.

9.1 Every **driver licensed** under this by-law shall:

- (i) make available his/her trip record and give full information thereof to any police officer on being required so to do;
- (ii) upon the request of any passenger, give in writing, his/her name, number of license issued to him/her and the Ontario license plate number of his/her vehicle and the business address of the company for which the driver is employed;
- (iii) upon request of any police officer, provide full information as to any passengers transported;
- (iv) take due care of all property delivered or entrusted to him/her and accepted by him/her for conveyance or safekeeping;
- (v) shall immediately on termination of any hiring or engagement, search his/her vehicle for any property lost or left therein and all

- such property shall be forthwith delivered over to the person owning the same, or if the **owner** cannot be found, then to the officer in charge at the police station, with all information in his/her possession regarding such property;
- (vi) travel by the most direct route to the point of destination, unless otherwise directed by the passenger;
  - (vii) constantly display clearly visible to any passenger, the **driver** licence identification card as furnished by the **Board** under the provisions of this by-law, and permit any person to note the driver's **licence** number shown therein upon being requested so to do;
  - (viii) report forthwith to the dispatcher or the **owner** any accident in which he was involved or any damage caused while operating the vehicle and forthwith to the police as required by the *Highway Traffic Act* and regulations and amendments thereto;
  - (ix) while on duty, and upon request, surrender the "**vehicle for hire driver's licence**" to any police officer;
  - (x) give his/her name, and the name of the **owner** of the vehicle, if other than the **driver**, upon request by a passenger, or by any person to whom or to whose property damage has been caused by him/herself or his/her vehicle;
  - (xi) serve the first person offering to hire him/her, unless such person owes him/her a fare for services or unless there is a justifiable reason to do otherwise; and
  - (xii) use his/her vehicle only for one specific trip for the transportation exclusively of one person or group of persons, one fare or charge only being charged and collected for the trip, unless all passengers have agreed to share the taxi and fares.
- 9.2 Every **driver** shall, on each work shift before commencing driving, examine for mechanical defects any **vehicle for hire** which he is to drive during the shift, and shall similarly examine the same at the end of each shift, and if he is not the **owner** of the **vehicle for hire**, shall forthwith report to the **owner**, any mechanical defect of which he is or becomes aware.
- 9.3 No **driver** of a "**vehicle for hire**" shall charge a fare other than in accordance with this bylaw as set out in the Tariff "B" for **taxicabs** or Tariff "C" for **limousines**, Tariff 'D" for **Enhanced Wheelchair or Ambulatory Service**, or Tariff "E" for **hotel shuttle service**.
- 9.4 No **driver** or **owner** shall make any charge for the time lost through defects or inefficiency of his/her **vehicle for hire**, or the incompetence of the **driver** thereof, or for time consumed by early arrival of the vehicle for

hire in advance of the time requested by the person calling to request the service.

- 9.5 Any person hiring a vehicle **licensed** under this by-law may require the **driver** thereof to furnish him/her with a receipt for the cash amount of the fare. Such receipt shall include, in addition to the cash amount:
- (i) the driver's name and "vehicle for hire" driver's licence number;
  - (ii) the number of the driver's vehicle;
  - (iii) the name of the **owner or company**; and
  - (iv) the date of the transaction.
- 9.6 Every **licensee** shall notify the **Chief of Police** within six days, in writing, of any change of address or telephone number of the **licensee**, which has previously been given to the **Chief of Police**.
- 9.7 Every **licensee** shall notify the **Chief of Police** within six days, in writing, of lost or destroyed "**vehicle for hire**" **driver's licence**.
- 9.8 **Drivers** are prohibited from charging higher fares or additional fees for persons with disabilities than persons without disabilities for the same trip and from charging a fee for the storage of mobility aids or mobility assistive devices.
- 9.9 **Drivers** must place vehicle registration and identification information on the rear bumper of the taxi cab.
- 9.10 **Drivers** must make available vehicle registration and identification information in an accessible format to persons with disabilities who are passengers.
- 9.11 While operating a Wheelchair Accessible Taxicab and transporting a person with a mobility disability, all Drivers shall:
- (i) set up and operate any ramp, lift or other device to assist in the ingress and egress of the person with a mobility disability to the Wheelchair Accessible Taxicab;
  - (ii) ensure that any passenger with a mobility disability is securely fastened into the vehicle prior to travel; and
  - (iii) shall remove the fasteners from the wheelchair to permit the passenger to egress from the vehicle upon reaching the destination.

9.12 While operating a Wheelchair Accessible Taxicab and transporting a person with a mobility disability, Drivers are not responsible to:

- (i) lift any person from a wheelchair;
- (ii) reposition a person in a wheelchair;
- (iii) ensure that a person is properly secured to a wheelchair; or
- (iv) provide any additional assistance other than as outlined in Section 9.11 of this by-law.

## PART VI

### VEHICLE CONDITION AND EQUIPMENT

#### General

- 10.0 Every **driver** shall, on each work shift before commencing driving, examine for mechanical defects any **vehicle for hire** which he is to drive during the shift, and shall similarly examine the same at the end of each shift, and if he is not the **owner** of the **vehicle for hire**, shall forthwith report to the **owner**, any mechanical defect of which he is or becomes aware.
- 10.1 Every **broker** or **owner** shall check immediately any mechanical defect in his/her **vehicle for hire** reported to him/her by a **driver** and shall not, in any case, operate or permit to be operated any **vehicle for hire** that is not in good mechanical condition.
- 10.2 Every **broker** or **owner** shall maintain his/her vehicle in a clean and sanitary condition and in good repair. The **Chief of Police** may suspend the **licence**, upon breach of this provision, and notify the **owner** to cease operating his/her vehicle under the provisions of this by-law until such time as the vehicle has been put in a clean and sanitary condition and in good repair. The **owner** shall, upon receipt of such notice, cease to operate his/her vehicle; provided, however, that an **owner** be allowed twenty-one (21) days to repair damage to the body of the vehicle as long as such damage does not render the vehicle unsafe or unsightly. In the event the **owner** is unable to repair the vehicle within the 21-day period due to unavailability of time or materials, the **owner** may apply, in writing, to the **Chief of Police** for an extension of time to repair the vehicle.
- 10.3 Where the **Chief of Police** has made an appointment for the inspection of a vehicle and if such vehicle is not produced at the time and place appointed for such inspection, the **Chief of Police** may, notwithstanding anything else contained in this by-law, suspend the vehicle **license** in respect of such **vehicle for hire** until such time as the **vehicle for hire** has been tested, inspected and approved.
- 10.4 No **taxicab**, for which the model year is more than five years old from the date of manufacture, may be **licensed** as a **vehicle for hire**.
- 10.5 Notwithstanding section 10.4, a **broker** or **owner** may make application to the **Chief of Police** to allow for the licensing of a vehicle of which the

model year exceeds the limits in section 10.4. Upon such application the **Chief of Police** shall inspect, independent of the mechanical safety inspection, the vehicle at a cost set out in Tariff "A", payable to the Police Service and cause a motor vehicle safety inspection certificate in regards to such vehicle be surrendered at the expense of the **broker** or **owner**,

- 10.6 No **owner** or **broker** shall use or permit to be used a "**vehicle for hire**" owned by him/her which has a colour scheme or emblem that simulates an emergency vehicle.
- 10.7 **Vehicles for hire** shall not be equipped with a radio or other device capable of monitoring calls from other companies.

### **Taxicabs**

- 10.8 Every **taxicab** shall be equipped by the **broker** or **owner** thereof with a taximeter of a type approved by the **Chief of Police** and so located in the **taxicab** as to be clearly visible to the **passengers** at all times.
- 10.9 All taximeters shall be:
  - (i) numbered;
  - (ii) attached to the vehicle in a location and manner as approved by the **Chief of Police**;
  - (iii) adjusted in accordance with the tariff provided by this by-law;
  - (iv) tested by running the **taxicab** in which it is attached over a measured track or distance before being sealed, or by such other mechanical means as approved by the **Chief of Police**;
  - (v) submitted to the **Chief of Police** whenever he deems it necessary for testing, inspection and further sealing;
  - (vi) kept in good working condition at all times with its seal intact,
  - (vii) used for no longer than twelve months without re-testing and re-sealing unless permitted by the **Chief of Police**; and
  - (viii) clearly illuminated so as to easily be visible by **passengers** in the taxicab between dusk and dawn.
- 10.10 No **taxicab** shall be operated when the taximeter is out of order, defective in any way, or where the seal has been broken or tampered with in any manner.
- 10.11 Notwithstanding section 10.11, a **taxicab** may be operated with the meter unsealed if repairs have been made to the meter by a **person** who carries on the trade of repairing such meters, or by an **broker** or owner

who customarily repairs his/her own meters, subject to the following conditions:

- (i) the **owner** must notify the **Chief of Police** within 6 days of the meter being unsealed;
  - (ii) the meter has been repaired or replaced and is working properly; and
  - (iii) the **owner** has requested the **Chief of Police** to test and seal the meter.
- 10.12 Every **taxicab** shall be equipped with an electric sign securely fastened to the roof of the **taxicab**. The electric sign shall indicate that the vehicle is a **taxicab** and display the trade name under which it operates or the name of the **broker** or **owner** under whose **licence** the **taxicab** is being operated.
- 10.13 Every electric sign indicated in paragraph 10.12 shall be illuminated to indicate that it is available unless the **taxicab** has been hired. Upon hire, dependent on the design of the electric sign, either the sign shall be extinguished and the in-service light shall come on or the electric sign shall change colour.
- 10.14 Notwithstanding the foregoing, the electric sign and in-service lights may be removed when the **taxicab** has been hired for a wedding or a funeral, or the vehicle is being operated by an **owner** or a member of the **owner's** immediate family for personal use.
- 10.15 Notwithstanding section 10.12 where a vehicle is of such design that the lights cannot be securely attached to the roof, the lights may be displayed in a manner approved by the **Chief of Police**.

10.16 Every **taxicab** shall have:

- (i) the name of the **broker** or **owner** under whose **licence** the **taxicab** is being operated or the trade name under which it operates, prominently displayed on both sides and the rear of the exterior of the vehicle;
- (ii) the number of the **taxicab** prominently displayed on the dash and on the exterior of the vehicle on both sides and on the rear;
- (iii) the rate of fare posted in a prominent place clearly visible to all passengers; and
- (iv) no-smoking signs posted in a prominent place and clearly visible to all **passengers**.

## **Limousines**

10.17 Every **limousine** shall have:

- (i) the name of the **broker** or **owner** under whose **license** the **limousine** is being operated or the trade name under which it operates, prominently displayed on the exterior of the vehicle;
- (ii) the rate of fare posted in a prominent place which is clearly visible to all **passengers**; and
- (iii) no smoking signs shall be posted in a prominent place and clearly visible to all passengers.

## **Wheelchair Accessible Service Vehicles**

10.18 Every Wheelchair Accessible Vehicle shall conform with the requirements in the *Highway Traffic Act* and regulations and amendments thereto.

10.19 In addition to Section 10.18, every Wheelchair Accessible Vehicle shall have:

- (i) Approved wheelchair tie-downs;
- (ii) No-smoking signs posted in a prominent place and clearly visible to all passengers;
- (iii) The name of the owner or broker under whose licence the vehicle is being operated clearly displayed on the exterior of the vehicle; and
- (iv) The number of the vehicle clearly displayed both on the inside and exterior of the vehicle.

## **Hotel Shuttles**

10.20 Every **Hotel Shuttle** Vehicle shall have:

- (i) the hotel insignia clearly displayed on the vehicle;
- (ii) the fare to or from the airport clearly displayed
- (iii) no smoking signs posted in a prominent position and clearly visible to all passengers

## **PART VII**

### **PENALTIES AND GENERAL**

- 11.0 **Brokers** and **owners** shall conduct their businesses in full accordance with this and all municipal, provincial, and federal by-laws, rules, regulations, and codes.
- 11.1 Every **licensee** may be charged with and convicted of an offence under this by-law for which he him/herself, an employee, or agent is subject to be charged and upon conviction the **licensee** is liable to the penalty prescribed for the offence.
- 11.2 Every **person** who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a penalty in accordance with the provisions of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.
- 11.3 By-law No. 154-2005 of the **Board** is hereby repealed.
- 11.4 The repeal of by-law 2005-154, as amended, shall not affect any offence committed against the provisions of said by-law, prior to the enactment of this by-law, or any penalty incurred in respect thereof or any investigative proceedings thereunder.
- 11.5 If any section of this by-law is found by any court of law to be defective, illegal or beyond the powers of the **Board** to enact, such section thereof shall be deemed to be separate and independent therefrom and to be enacted as such.
- 11.6 Tariffs "A", "B", "C", "D" and "E" are hereby adopted and declared to form part of this by-law.
- 11.7 This by-law takes effect on the day of its final passing.

## **PART VIII**

### **TARIFFS**

#### **General**

- 12.0 The **Police Services Board** will review all tariffs every 24 months.
- 12.1 The rate or fares to be charged by the **brokers, owners or drivers of taxicabs, limousines, Enhanced Wheelchair or Ambulatory Service or hotel shuttles** shall be exactly as shown in Tariff "B", Tariff "C", Tariff "D", or Tariff "E" respectively and no greater or lesser amount shall be demanded or received.
- 12.2 No **broker, owner or driver** shall be entitled to recover or receive any fare or charge from any person that is not authorized by this by-law.
- 12.3 A **broker or owner** may request in writing to the **Chief of Police**, for an exemption to Tariff "B", "C", D" or "E" to perform charity work within the community. The **Chief of Police** may approve such a request after all investigations have been completed. The **Chief of Police** shall, if requested, give any reason, in writing, for not granting such a request.
- 12.4 No **owner or driver** shall publish or use a tariff that is not authorized by this by-law, whether such rates and charges are determined by distance or by time.
- 12.5 The tariff or rates authorized herein shall be computed from the time the passenger(s) first enters the **vehicle for hire** until the passenger(s) discharges the vehicle for hire.

#### **Taxicabs**

- 12.6 When operating on a meter basis, the rate of the fare shall be posted and clearly visible to any passenger in the vehicle and charged exactly as shown by the taximeter authorized by Tariff "B".
- 12.7 The drop rate and meter rate shall be within the range authorized in Tariff "B", and shall be consistent for all **taxicabs** and shall be in effect for a minimum of three (3) months.
- 12.8 **Brokers or owners** who choose to change the drop rate or meter rate as authorized in Tariff "B" shall first provide two (2) weeks written notice to the **Chief of Police**.

12.9 At the conclusion of a trip, the **driver** of a **taxicab** shall call the passenger's attention to the amount of the fare registered on the meter.

### **Limousines**

12.10 The rate increase allowable authorized in Tariff "C" shall be consistent for each **limousine** and shall be in effect for a minimum of three (3) months.

12.11 **Brokers** or **owners** who choose to change the hourly rate authorized in Tariff "C" shall first provide two (2) weeks written notice to the **Chief of Police**.

### **Enhanced Wheelchair or Ambulatory Service**

12.12 Drivers shall advise the passenger of the fee as established by Tariff "D" at the commencement of the trip.

12.13 Wheelchair accessible vehicles used for Enhanced Wheelchair or Ambulatory Service shall not be used to transport persons for a fare other than those who have a disability and their companions.

### **Exceptions to Tariffs**

12.14 Tariff "B", Tariff "C", Tariff "D", or Tariff "E" shall not apply where the **vehicle for hire broker** or **owner** is operating under a valid contract between the **broker** or **owner** and a recognized school board or an organization which handles the transportation of people with disabilities.

12.15 Tariff "B", Tariff "C", Tariff "D", or Tariff "E" outlined in this by-law shall not apply to **vehicles** for hire operating under a valid contract with a municipal, provincial or federal government agency or a bona fide limited or incorporated company.

12.16 No such exemption as stated in Section 12.14 and 12.15 shall be allowed prior to copies of dually executed contracts, or other proof of contract suitable to the Chief of Police, have been filed and approved by the Chief of Police.

12.17 Vehicles for hire being used for the transportation of **passengers** with a destination of more than 5 kilometres outside of the city limits of Sault Ste. Marie, may agree with the **driver**, before the start of the trip to a flat rate, but the flat rate trip must be recorded on the trip sheet prior to the start of the trip.

12.18 Nothing in this by-law prohibits the use of a licensed hotel shuttle vehicle from being used as a "**Courtesy Shuttle**" provided it complies with the definition of courtesy vehicle in Part 1 of this by-law.

### **Services That Are Exempt from This By-law**

12.19 Vehicles operated by the following organizations are exempt from this bylaw:

- (i) Emergency Medical Services (Ambulance);
- (ii) Funeral Homes when using vehicles as part of funeral proceedings;
- (iii) Retirement Homes providing transportation for their own clients in vehicles leased or owned by the organization;
- (iv) Charter services as set out in Sault Ste. Marie By-law 85-93, as amended;
- (v) School buses;
- (vi) Community Living Algoma providing transportation for their own clients in vehicles leased or owned by the organization; and
- (vii) Sault Ste. Marie Transit.

12.20 The **Board** may consider an application from another organization not listed above for an exemption from this bylaw.

12.21 The **Board** may exempt any organization from this by-law where after all investigations and examinations have been completed it is the opinion of the **Board, it** is not contrary to public interest to do so.

## PART IX

### TARIFF "A"

#### SCHEDULE OF LICENSE FEES

1.	*New <b>Owner Licence / Owner Licence</b> Late Renewal	\$400.00
2.	* <b>Owner Licence</b> Renewal	\$100.00
3.	*New <b>Broker Licence / Broker Licence</b> Late Renewal	\$400.00
4.	* <b>Broker Licence</b> Renewal	\$100.00
5.	New <b>Hotel Shuttle Owner</b> / Hotel Shuttle Owner Late Renewal	\$200.00
6.	<b>Hotel Shuttle Owner</b> Renewal	\$50.00
7.	New Vehicle <b>Licence</b> / Vehicle <b>Licence</b> Late Renewal (All owner's licenses includes first vehicle)	\$100.00
8.	Vehicle <b>Licence</b> Renewal	\$50.00
9.	Vehicle <b>Licence</b> Transfer Application (Vehicle for vehicle)	\$25.00
10.	<b>Driver Licence</b> Application and Examination Fee (Due prior to processing and is non-refundable)	\$15.00
11.	<b>Driver Licence Renewal</b>	\$25.00
12.	<b>Driver New Licence – Late Renewal</b>	\$40.00
13.	<b>Inspection Fee</b> for Taxicab Where Model Year Exceeds 5 Years	\$100.00
14.	Replacement of any lost/defaced licence	\$15.00
15.	Copy of By-Law ( Every owner entitled to a copy inclusive with licence)	15.00

\* Rates 1-4 apply to All Vehicles for Hire except Hotel Shuttles

## **TARIFF "B"**

### **RATES AND FARES FOR TAXICABS, INCLUDING BASIC WHEELCHAIR OR AMBULATORY SERVICE**

For conveyance of goods or **passengers** by **taxicabs** within the City of Sault Ste. Marie or to any point not more than 5 kilometres beyond its limits.

#### **BY METER – TAXICABS**

For the first one-tenth of a kilometre or part thereof..... Minimum \$3.90  
A range of each additional one-fifteenth to one-twenty-fifth kilometre... \$0.10

For waiting time, while under engagement, for each 15 seconds including time that the vehicle is stopped in traffic, but not to include a three minute grace period while waiting on a call at a private residence .....\$0.125

There will be no charge for hand luggage or for other parcels that are carried inside the vehicle with the passenger.

Such rates and fares under this part shall include applicable taxes at the current rate.

#### **Notice Regarding Included Taxes**

The **broker/owner** and **driver** shall ensure that all vehicles **licensed** under this by-law and subject to rates and fares under Tariff "B", display a notice informing the passenger that the tariff includes ALL applicable taxes.

## **TARIFF "C"**

### **RATES AND FARES FOR LIMOUSINES**

For conveyance of goods or **passengers** by **limousine** within the City of Sault Ste. Marie or to any point not more than 5 kilometres beyond its limits.

#### **LIMOUSINE:**

Limousine drivers or operators shall charge an hourly minimum of \$90.00 at a minimum of one half hour service.

#### **FLAT RATES:**

Flat rates may be charged for trips to a destination more than 5 kilometres beyond the city limits of Sault Ste. Marie, Ontario.

#### **NOTICE REGARDING INCLUDED TAXES:**

ALL rates and fares under Tariff "C" are to include all applicable taxes at the current rate.

The **broker/owner** and **driver** shall ensure that all vehicles **licensed** under this by-law and subject to rates and fares under Tariff "C", display a notice informing the passenger that the tariff includes ALL applicable taxes.

## **TARIFF "D"**

### **RATES AND FARES FOR ENHANCED WHEELCHAIR OR AMBULATORY SERVICE**

The following fares shall apply only when transporting persons who require Enhanced Wheelchair or Ambulatory Service. All fares are for one way travel and are inclusive of all applicable taxes.

#### **ENHANCED WHEELCHAIR OR AMBULATORY SERVICE**

WITHIN MUNICIPAL BOUNDARIES	\$30.00
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TO/FROM SAULT STE MARIE AIRPORT AND WITHIN MUNICIPAL LIMITS	\$30.00
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The **broker/owner** and **driver** shall ensure that all vehicles **licensed** under this by-law and subject to rates and fares under Tariff "D", display a notice informing the passenger that the tariff includes ALL applicable taxes.

## **TARIFF "E"**

### **HOTEL SHUTTLE SERVICE**

HOTEL SHUTTLE SERVICE IS ALLOWED TO TRANSPORT HOTEL GUESTS TO AND FROM THE HOTEL TO AND FROM THE SAULT STE MARIE AIRPORT.

The fee charged FOR THE ABOVE SERVICE may be determined by the owner of the hotel shuttle service.

The **owner** and **driver** shall ensure that all vehicles **licensed** under this by-law and subject to rates and fares under Tariff "E", display a notice informing the passenger that the tariff includes ALL applicable taxes.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2018-30**

**AGREEMENT:** (INS) A by-law to authorize the execution of the Agreement between the City and Cunningham Lindsey Canada Claims Services Ltd. to provide adjusting services to the City.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 5, 2018 between the City and Cunningham Lindsey Canada Claims Services Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is to provide adjusting services to the City.

**2. SCHEDULE "A"**

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

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 5<sup>th</sup> day of February, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

Schedule "A"

**INDEPENDENT CLAIMS ADJUSTING SERVICES AGREEMENT FOR  
THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**THIS AGREEMENT** made in duplicate this 5<sup>th</sup> day of February, 2018.

**B E T W E E N:**

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

(herein referred to as the "Municipality")

- and -

**CUNNINGHAM LINDSEY CANADA CLAIMS SERVICES LTD.**

(herein referred to as the "Adjuster")

**THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

**1. TERM**

This agreement (the "Agreement") shall be for a term of three (3) years commencing February 28, 2018 and ending February 28, 2021 (the "Term"), provided that this Agreement is not previously cancelled or terminated by the City in accordance with this Agreement, by operation of law or otherwise, and further provided that the Adjuster has faithfully complied with and performed all of the covenants and conditions as set out in this Agreement on its part to be performed during the Term.

The Municipality reserves the right to extend the Agreement for up to an additional two (2) years upon mutual agreement of the Parties hereto and on completion of the Term as set out herein.

**2. DESCRIPTION OF WORK**

The work (the "Work") shall consist of:

- (1) Provide all that is necessary and required to perform all the work shown and described in this Agreement and the Contract Documents, attached as Schedules "A" and "B" to this Agreement.

**3. DOCUMENTS**

- (1) The following list is an exact list of the Contract Documents referred to in Section 2(1) of this Agreement:
  - (a) Proposal for Independent Claims Adjusting Services City of Sault Ste. Marie – File #2017LGL-02-P (the "Adjuster's Proposal"); and
  - (b) Request for Proposal – Independent Claims Adjusting Services for the City of Sault Ste. Marie (the "RFP").

- (2) In the event of a conflict or inconsistency between the Adjuster's Proposal and the RFP, the RFP shall prevail.

**4. EXECUTION OF WORK**

- (1) The Adjuster shall always carry out the Work in a diligent manner.
- (2) No information about any account shall be given to any person or entity by the Adjuster either during or after the Term unless prior written authorization to do so has been provided by the Municipality, and only then, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. Upon expiry of this Agreement, the Adjuster shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

## **5. PAYMENT FOR SERVICES**

- (1) The Adjuster shall invoice the Municipality monthly for the Work performed for the Municipality in the previous thirty (30) days at the rates outlined on page 12 "Fee Schedule" of the Adjuster's Proposal.
- (2) Except where a dispute arises with respect to the accuracy of an invoice, the Municipality shall pay to the Adjuster the invoiced amount within thirty (30) days of receipt thereof.
- (3) Where a dispute arises with respect to the accuracy of an invoice issued by the Adjuster, the Parties shall make every reasonable effort to resolve the discrepancy, including undertaking a review of the account records. Where the discrepancy is resolved, the Adjuster shall prepare and issue a revised invoice and the Municipality shall pay such invoice in accordance with Section 5(2) of this Agreement. Where the Parties are unable to resolve the discrepancy, the Municipality's auditor shall be appointed to carry out an audit of the invoice and all related records and the costs of such audit shall be borne equally by the Parties.
- (4) The Adjuster may request disbursements and other expenses outside of the Adjuster's regular fees on an as needed basis. Such requests shall be completed by way of a formal invoice form.
- (5) The Adjuster shall submit to the Municipality separate invoice forms for the Adjuster's fees and the expenses outlined in Section 5(4) of this Agreement.

## **6. REPORTS**

The Adjuster shall provide the following report to the Municipality at the interval set out:

<b>Report</b>	<b>Explanation</b>	<b>Frequency of Submission</b>
Stewardship Report	Annual Stewardship Report containing the information outlined on page 10 of the Adjuster's Proposal.	Annual

## **7. TERMINATION OF AGREEMENT**

- (1) In the event that the Adjuster breaches any provision of this Agreement, the Municipality shall notify the Adjuster in writing of the nature of said breach, and the Adjuster shall be given fifteen (15) days to remedy the violation. If the Adjuster has not remedied the violation to the satisfaction of the Municipality at the expiration of

fifteen (15) days from such notification, the Municipality, at its sole discretion and without prejudice to any other remedy available to the Municipality, may:

- (a) Waive the breach;
  - (b) Make any other mutually agreeable arrangement with the Adjuster; or
  - (c) Terminate this Agreement pursuant to Section 7(3) of this Agreement.
- (2) In addition to Section 7(1) of this Agreement, where any breach of this Agreement is waived, such waiver may be made in whole or in part without prejudice to the waiving party's rights in any subsequent breach of any provision of this Agreement. A waiver shall be binding on the waiving party only if it is in writing.
- (3) The City may terminate this Agreement, without cause or reason, by giving the Adjuster thirty (30) days written notice.
- (4) Upon termination of this Agreement, the Adjuster and the Municipality shall forthwith pay to each other any monies owing to date, and the Adjuster shall return any incomplete account materials.

## **8. LIMITATIONS OF LIABILITY**

The Municipality shall not be liable or responsible in any way for an injuries or damages whether physical or economic, direct or consequential, of any kind (including death) that may be suffered or sustained by the Adjuster or any of its officers, employees, agents contractors or any other person, howsoever caused.

## **9. INDEMNIFICATION**

The Adjuster shall indemnify and save harmless the Municipality, its members of council, officers, employees, agents and contractors, from all manner of penalty, claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever, arising from or related to anything done or omitted to be done directly by the Adjuster or by its officers, employees, agents or contractors in connection with the performance of the Adjuster's obligations under this Agreement or from this Agreement.

## **10. INSURANCE**

- (1) The Adjuster shall protect itself from and against all claims that might arise from anything done, proposed to be done or omitted to be done by the Adjuster, its officers, employees, agents or contractors in connection with this Agreement.
- (2) For the purposes of Section 10(1) of this Agreement, and without restricting the generality of that Section, the Adjuster shall, at its own expense, maintain in full force and effect during the term of this Agreement, a policy of Comprehensive General Liability and errors and omission insurance, in form and substance acceptable to the Municipality and written by a responsible carrier or carries acceptable to the Municipality, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Continent Employers Liability and contain a Cross Liability Clause protecting the Municipality as if separately insured. The insurance shall have a limit of not less than Ten Million (\$10,000,000.00) Dollars per occurrence for any cause of action, demand or claim with respect to personal injury (including death) or property damage, including loss of use thereof, and for any cause of action, demand or claim arising out of or occurring in connection

with the obligations of the Adjuster under this Agreement, including, but not limited to, a cause of action, demand or claim with respect to defamation, contravention of any right guaranteed under the *Canadian Charter of Rights and Freedoms*, and errors and omissions.

## **11. ASSIGNMENT**

The Adjuster shall not assign this Agreement or any portion thereof without the prior written consent of the Municipality. In the event that the Municipality consents to such assignment, the Adjuster shall ensure that any assignee undertaking any of the Adjuster's obligations hereunder shall be bound by the terms of this Agreement. The Adjuster shall not be released of its obligation to the Municipality by reason of the assignment, and the Adjuster shall be deemed liable for any breach of this Agreement, or any legislation or regulation, committed by the assignee.

## **12. MUNICIPALITY AND ADJUSTER CONTACT PERSONS**

The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Corporation of the City of Sault Ste. Marie  
Adam Shier  
Risk Manager  
P.O. Box 580  
Sault Ste. Marie, Ontario P6A 5N1  
Telephone: (705) 759-5400  
Facsimile: (705) 759-5405  
Email: a.shier@cityssm.on.ca

Cunningham Lindsey Canada Claims Services Ltd.  
Michael J. Morris  
Vice-President Public Entities Canada  
291 Woodlawn Rd. West, Unit 1 Block A  
Guelph, Ontario N1H 7L6  
Telephone: (519) 822-7110  
Email: mmorris@cl-na.com

## **13. AMENDMENTS**

The Municipality and the Adjuster hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both Parties.

## **14. ENTIRE AGREEMENT**

The Adjuster acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract Documents, which constitutes the entire agreement between the Parties and which may be modified only as set out in Section 13 of this Agreement.

## **15. SUCCESSORS**

The provisions of this Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and, where applicable, permitted assigns.

## **16. GOVERNING LAW**

The Parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

**IN WITNESS WHEREOF** the Parties hereto have signed this Agreement this 5<sup>th</sup> day of February, 2018.

**CUNNINGHAM LINDSEY CANADA CLAIMS  
SERVICES LTD.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_

*I have the authority to bind the Corporation*

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

Per: \_\_\_\_\_  
MAYOR – CHRISTIAN PROVENZANO  
  
Per: \_\_\_\_\_  
CITY CLERK – MALCOLM WHITE

*We have the authority to bind the Corporation*

## Schedule "A"

**Proposal for Independent Claims Adjusting Services**  
**City of Sault Ste. Marie - File #2017LGL-02-P**



Cunningham Lindsey Canada Claims Services Ltd.  
Michael J.Morris B.A. C.I.P.  
Vice-President Public Entities Canada  
291 Woodlawn Rd.West, Unit 1 Block A  
Guelph On.  
N1H 7L6  
T.519-822-7110 Ext.22  
E: mmorris@cl-na.com

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## **Letter of Introduction/Executive Summary**

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On behalf of Cunningham Lindsey Canada Claims Services Ltd. ("Cunningham Lindsey"), we thank you for the opportunity to respond to the Request for Proposal for Independent Claims Adjusting Services for the City of Sault Ste. Marie ("The City")

Having carried out a thorough review of the Request for Proposal document, we acknowledge that the successful Bidder will carry out independent claims adjusting services with full professional standards including those of, but not limited to, property damage, bodily injury, business interruption, professional liability, environmental, crime, and automobile.

Cunningham Lindsey is aware of your requirements for a certificate of insurance and we can provide the requested documentation upon commencement of this project.

On behalf of Cunningham Lindsey and as the authorized personnel to sign and bind the statements within this response we thank you in advance for your consideration of our firm. Should you require any further details or clarification on the information provided within this proposal, please do not hesitate to contact us.

Sincerely,



Michael Morris  
Vice President, Public Entities  
Cunningham Lindsey  
519 822 7110  
mmorris@cl-na.com

## Experience of Proponent

Full Organization Legal Name:  
Cunningham Lindsey Canada Claims Services Ltd.

Number of Offices in Canada:  
140

Number of International Offices:  
600

Organization Website:  
[www.cunninghamlindsey.com](http://www.cunninghamlindsey.com)



Headquartered in Mississauga, Ontario, Cunningham Lindsey's Canadian Operation has been serving the insurance industry for over 90 years and services customers through 140 coverage areas. Financially sound with revenues of approximately 1 billion US dollars worldwide, Cunningham Lindsey's global footprint spans over 6000 employees, in 600 strategic locations across 60 countries. Ontario is our largest contingent of Adjusters in Canada. Based on our experience we are confident that we can continue to service The City of Sault Ste. Marie ("The City")

### OUR APPROACH

We understand the strategy behind this RFP process is to drive The City of Sault Ste. Marie's ("The City") commitment to partnering with a supplier who is able to meet the business model by delivering quality Independent Claims Adjusting Services and excellent customer service.

Service advantages provided by Cunningham Lindsey include the following:

- Experienced Account Manager to centrally manage your program
- Qualified desktop adjusters to reduce the overall claims cost and improve file cycle times
- Customized correspondence templates to ensure consistency of messaging
- Advanced online claims tracking capabilities available 24/7
- Comprehensive loss management reporting options
- Trust Account administration
- Flexibility and willingness to adapt to your unique needs and requirements
- 24/7 response, 365 days a year
- A focus on your strategic business plan and helping you achieve your business objectives
- Our proven ability to managing your cost; indemnity and expenses
- A track record of delivering what we promise

We trust that the attached RFP contains the relevant information requested and hope that you will find it favorable to appoint Cunningham Lindsey Canada Claims Services Ltd. ("Cunningham Lindsey"). Though we have completed each section we do feel there is further opportunity beyond this proposal to discuss additional opportunities for both The City and Cunningham Lindsey.

#### LOCATION AND ACCESSIBILITY OF OFFICES

Cunningham Lindsey has an extensive branch network of over 480 professionals in strategically located centres providing complete coverage coast to coast. With a wide geographic span, we ensure swift response to wherever and whenever our clients need us.

Each Province provides a wide range of claims services with the capabilities of handling all levels of claim severity and all lines of coverage. A listing of our branch offices, by Province, is as follows.

Alberta	Newfoundland &	Ontario continued	Québec
Calgary	Labrador	Kingston	Amqui
Edmonton	Corner Brook	Kitchener	Blainville
Grand Prairie	Grand Falls	London	Causapscal
Lethbridge	St. John's	Milton	Chicoutimi Racine
Lloydminster		Mississauga	Galienneau
Red Deer	Nova Scotia	Newmarket	Joilette
St. Paul	Cape Breton	North Bay	LaSarre
	Halifax	Oshawa	Montreal
British Columbia	Kentville	Ottawa	Quebec City
Cranbrook	New Glasgow	Owen Sound	Riviere-du-Loup
Fraser Valley	Yarmouth	Peterborough	Rouyn-Noranda
Kelowna		Sault Ste. Marie	Senneterre
Nanaimo	Ontario	St. Catharines	Sherbrooke
Penticton	Barrie	Stratford	Trois Rivieres
Port Moody	Belleville	Sudbury	Val d'Or
Vancouver	Brampton	Thunder Bay	Victoriaville
Victoria	Brantford	Timmins	
	Brockville	Toronto	Saskatchewan
Manitoba	Burlington	Toronto North	Regina
Winnipeg	Chatham	Windsor	Saskatoon
New Brunswick	Cornwall	Woodstock	
Caraquet	Hamilton		
Edmundston			
Moncton			
Saint John			

#### CURRENT AND EXPIRED LARGE ACCOUNTS

Cunningham Lindsey provides adjusting services to all major insurers in Canada handling all types of claims. We have provided a list of current and expired large accounts below:

##### Current Large Accounts - General Claims Handling

- Lady Dunn Health Centre
- Nipigon District Family Health Team
- Nipigon District Memorial Hospital
- St. Joseph's General Hospital Elliot Lake
- Sault College
- North East Local Health Integration Network

Expired Large Accounts

Saputo Inc. – Commercial General Liability – Multiple Claimants  
 Coca-Cola – Commercial General Liability  
 Spadoni Brothers Ltd. – Accident Benefits  
 ThyssenKrupp Elevator – Commercial General Liability  
 Galaxy Station Mall –Commercial General Liability  
 K.J. Beamish Construction -Commercial General Liability  
 Johnson's RV – Property Damage

REFERENCES

Cunningham Lindsey has provided contacts information for two existing clients and two former clients for your reference.

Existing Client Reference

City of Timmins  
 James R. Howie  
 Director of Finance and Treasure  
 The Corporation of the City of Timmins  
 T: 705-360-2618  
 E: jim.howie@timmins.ca

Alogma Financial Group  
 Tracy Paolucci  
 Commercial Account Manager  
 T: 705-949-6555  
 E: tpaolucci@alogm afi nancial group.com

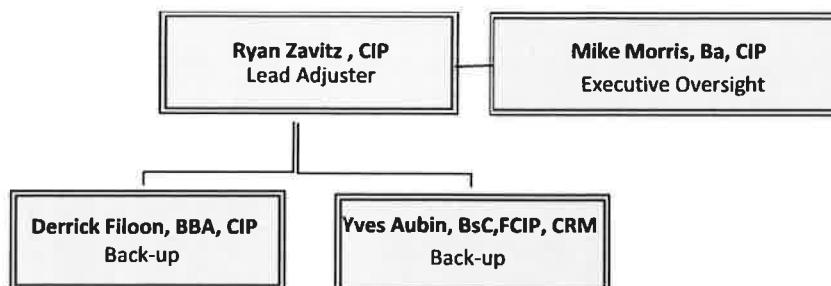
Former Client References

Alogma Central Properties  
 Christopher Lazarz  
 293 Bay Street, Sault Ste. Marie  
 Ontario  
 E: christoper.lazarz@alognet.com

Sagamok Anishawbek First Nations  
 Guarantee Company of North America  
 Kim Sllassenah  
 T: 705-865-2421  
 E: kim.sllassenah@sagamok.ca

ORGANIZATIONAL CHART

Cunningham Lindsey can confirm that all Adjusters on this program are fully licensed within the Province of Ontario. Proof of licensing can be forwarded upon request.





#### PROPOSED TEAM

Cunningham Lindsey has a wealth of professional resources available to assist the City. The team proposed to handle your claims has knowledge of all-lines insurance adjusting experience for municipal entities.

The team structure consists of the following roles:

- Executive Oversight
- Lead Adjuster
- Back Up
- Back Up

Experience and qualifications of each of the team members can be found outlined in the resumes in Appendix A.

Position	Personnel	Responsibilities
<b>Lead Adjuster</b>	<b>Ryan Zavitz, CIP</b> <b>Claims Adjuster</b> Tel: 705-942-0324 Email: <a href="mailto:rzavitz@cl-na.com">rzavitz@cl-na.com</a>	<ul style="list-style-type: none"><li>• Key customer single point of contact</li><li>• Provides new ideas and insights through participation in quarterly meetings with the City</li><li>• Liaises with customer</li><li>• All claims management and oversight</li><li>• Triage and assigns all claims</li><li>• Responsible for delivering Customer Service Levels and Key Performance indicators</li><li>• Ensures loss data integrity</li><li>• Provides senior level consultation and recommendations</li><li>• Furnishes accurate Bordereaux and transaction data monthly to the client</li><li>• Oversees the Trust Account administration, reconciliation and reporting</li><li>• Stewardship meetings</li></ul>
<b>Executive Oversight</b>	<b>Mike Morris, BA, CIP</b> <b>VP Public Entities</b> Tel: 519 822 7110 Email: <a href="mailto:mmorris@cl-na.com">mmorris@cl-na.com</a>	<ul style="list-style-type: none"><li>• Provides municipal program expertise</li><li>• Senior program point of contact</li><li>• Ensures the quality of the client relationship between the City and Cunningham Lindsey is strong and effective</li></ul>

<b>Adjuster (Back Up)</b>	<b>Derrick Filloon, BBA, CIP</b> <b>District Manager</b> Tel: 705 524 1661 Email: <a href="mailto:dfiloon@cl-na.com">dfiloon@cl-na.com</a>	<ul style="list-style-type: none"> <li>• Key customer single point of contact</li> <li>• Liaises with customer</li> <li>• All claims management and oversight</li> <li>• Triage and assigns all claims</li> <li>• Responsible for delivering Customer Service Levels and Key Performance indicators</li> <li>• Ensures loss data integrity</li> <li>• Provides senior level consultation and recommendations</li> <li>• Furnishes accurate Bordereaux and transaction data monthly to the client</li> <li>• Oversees the Trust Account administration, reconciliation and reporting</li> <li>• Stewardship meetings</li> </ul>
<b>Adjuster (Back Up)</b>	<b>Yves Aubin</b> <b>Senior Adjuster</b> Tel: 705 264-1223 Email: <a href="mailto:yaubin@cl-na.com">yaubin@cl-na.com</a>	<ul style="list-style-type: none"> <li>• Key customer single point of contact</li> <li>• Liaises with customer</li> <li>• All claims management and oversight</li> <li>• Triage and assigns all claims</li> <li>• Responsible for delivering Customer Service Levels and Key Performance indicators</li> <li>• Ensures loss data integrity</li> <li>• Provides senior level consultation and recommendations</li> <li>• Furnishes accurate Bordereaux and transaction data monthly to the client</li> <li>• Oversees the Trust Account administration, reconciliation and reporting</li> <li>• Stewardship meetings</li> </ul>

#### RELEVANT EXPERIENCE

We have demonstrated expertise in managing claims programs while controlling handling costs and dealing appropriately with claims of a sensitive or political nature. As one of the largest providers of claims adjusting services to municipalities across Canada, our client list runs into the hundreds and includes a wide range of property damage, bodily injury, business interruption, professional liability, environmental, crime, and automobile programs.

Cunningham Lindsey has provided disaster relief for the provincial government and continues this service to this day.

## Services

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### RESOURCES AVAILABLE

As your dedicated Lead Adjuster Ryan Zavitz will be the first point of contact during business hours. As the Executive Oversight and the Public Entities leader Mike Morris has a public entities roster and can provide training on legislation. Derrick Filoon will provide back-up in the event of Ryan's absence. Cunningham Lindsey offers 24/7 claim intake and loss adjuster services. We pride ourselves on offering a best in class call centre service; providing fast and reliable intake of First Notice of Loss (FNOL) and Inquiry calls 24 hours a day, 365 days a year.

Amongst our most notable resources is our inTrust - Third Party Administration Services, Catastrophic Response, Forensic Accounting Services, Transportation Fleet Services and Engineering, Environmental and Fire Services

### INTRUST - YOUR COMPLETE CLAIMS ADMINISTRATION SOLUTION

Our business approach is to establish a true partnership with our customers. We provide complete end-to-end management of your claims program from intake, investigation, evaluation, settlement and payment. All our services are customized to meet your specific needs and expectations and are structured to ensure consistent and efficient file handling.

We integrate your business and customer service philosophies into our service delivery chain and ensure we continually uphold your strong market reputation and brand positioning while working on your behalf. Highlights of our TPA services include:

- Maximize telephone adjusting with designated desktop adjusters to realize cost savings and reduce file cycle times
- Customized 24/7/365 bilingual claims reporting options
- Strong management oversight to ensure consistent and accurate file handling, cost containment and quality assurance
- Access to a national network of vendor panels including Loss Adjusters, insurers, Legal and Accounting Professionals
- Performance benchmarks, scorecards and internal audit reviews ensure compliance with service and quality expectations
- Comprehensive management reports customized to your data requirements
- Online access to view all your claim files 24/7

#### CATASTROPHIC RESPONSE (CAT)

A catastrophe (CAT) is defined as an event that generates a substantial number of claims whereby the claim volume exceeds the capacity of claim staff and impedes their ability to maintain quality and service standards. A CAT is caused by a number of events including natural disasters such as hurricanes, tornadoes, hail storms, ice storms or floods. It can also result from negligent acts, disease, etc.

##### Objective:

Our key objectives include:

- A dedicated 1-800 number for initial notification
- Immediate call deflection to the National CAT Coordinator
- Deployment of team for initial assessment, site protection and further loss aversion
- Coordinate with local authorities and environmental groups if applicable
- Evaluate command center needs, remote or mobile
- Coordinate emergency work with selected vendor network
- Full exposure assessment
- Coordinate first and third party communication
- Start core remediation

The CAT team is comprised of Cunningham Lindsey employees and, as needed, independent contractors who are dedicated to promoting Cunningham Lindsey's values of rapid response, organized deployment, and quality adjusting practices, and superior customer service during a catastrophic event.

#### FORENSIC ACCOUNTING SERVICES (FAS)

Our highly qualified team of designated accountants provide forensic accounting, economic loss quantification and financial analysis to insurance professionals, undertaking assignments for claims adjusters and lawyers from the initial notification through to claim finalization.

Our experts in insurance and litigation support include specialization in;

- Business Interruption
- Stock Loss Quantification
- Product Liability & Product Recall
- Fraud & Employee Fidelity
- Contract Disputes
- Slip and Falls
- Accident Benefits - Income Replacement Benefits - Incurred Expense Analysis - Financial Dependency Analysis
- Personal Injury
- Litigation Support

We are a global team that has extensive experience in handling large and complex losses across a broad range of industries including;

- Automobiles
- Food & Beverage
- Retail & Property
- Professional Services
- Manufacturing
- Printing & Paper
- Power & Energy
- Mining

#### TRANSPORTATION FLEET SERVICES (TFS)

TFS provides complete claim services for tractor-trailer, cargo, environmental and marine losses 24 hours a day, 365 days a year.

Transportation exposures require immediate response. Regionally, experienced senior adjusters handle all phases of transportation related claims, controlling the activities of the loss. Division managers and a Heavy Equipment Appraisal division complete the overall operations.

#### ENGINEERING, ENVIRONMENTAL AND FIRE SERVICES (EFI)

##### **EFI Global Environmental**

Specializing in spill response, environmental science, engineering and project management, a list of EFI Global services includes, but is not limited to, the following:

- Domestic, commercial and transportation spills including petroleum hydrocarbon products, cargo and hazardous compounds.
- Phase I, II and III Environmental Site Assessments.
- Management and documentation of underground storage tank removal.
- Mold and bacteriological sampling and from water damage and sewer backups.
- Environmental Health and safety training and compliance.
- Indoor air quality sampling and assessment.
- Expert witness services.
- Litigation and subrogation support.
- Field and quantum review/audits.
- Fire cause determination

Services are delivered nationally from our offices in Halifax, Saint John, Montreal, Ottawa, Hamilton, Mississauga, North Bay, Thunder Bay and Calgary.

EFI Global offers a one-stop, open-to-close approach that provides relief from liability issues through prompt action, detailed documentation and project oversight. From the second a loss occurs until the environment is restored, EFI Global is working to cost-effectively mitigate losses, close files and minimize long-tail liabilities

##### ***EFI Global Forensics***

Through our EFI Global division, we provide objective origin & cause investigations, complete documentation, and solid conclusions to minimize potential liabilities.

We investigate various types of fires and explosions (residential, commercial, vehicle) using the court-tested methodology detailed in NFPA 921 to determine origin and cause of fire/explosion and analyze potential liabilities, subrogation, and risk exposures.

This type of expertise is required when fire losses involve large quantum, injury, suspicious circumstances, subrogation, and potential litigation.

#### CLAIMS MANAGEMENT AND REPORTING

Cunningham Lindsey uses LINK, a proprietary and state of the art claims administration system developed, managed, supported and hosted by the North American Information and Communication team.

All losses and incidents are set up, updated, tracked and reported using the electronic file within LINK. Every aspect of the claim file is recorded in the file including the adjuster's time, activity and diary. Every document sent or received throughout the handling process is also scanned, stored, and accessible online, as are all digital photographs.

Cunningham Lindsey Canada handles in excess of 50,000 claims annually. While we do have a list of 'standard' reporting procedures, these can be, and often are, tailored to meet the needs of our clients.

#### MUNICIPAL INSURERS

Cunningham Lindsey has extensive experience working with your present carrier JLT. Examples of our current accounts with JLT include, the City of Peterborough, County of Peterborough, City of Markham, City of Burlington and many others. We also provide claims adjusting and risk management services for all other municipal insurers in Ontario, including Frank Cowan Co., B.F. Lorenzetti & Associates, Aon and OMEX.

#### SEMINARS

Throughout the year Cunningham Lindsey encourages and holds educational seminars, by engaging our business partners and specialty clients we present current industry topics as well as claim specific educational material. We have presented several seminars to Municipal clients on topics ranging from side walk claims to general claims investigation

**We can provide full presentations upon request.**

#### ONLINE CLAIMS SERVICES

Helping you manage your claims program is our number one priority and one way we can do that is to provide you with online access to all your claim files 24 hours a day, 7 days a week.

Our proprietary claims operating system was a collaborative effort involving our information technology experts and a number of our customers. By working together, we ensured that all your information needs were met, while developing a state of the art information system in a paperless claims environment, which facilitated online supervision, auditing capabilities and adjuster consults and assists.

Using our secure, web-enabled client portal called e-Connect, authorized users can access all claim file information anytime of day or time from any location with Internet access. Personalized user identifications and pass codes ensure accessing e-Connect is secure and restricted to client-only files. No other customer with e-Connect access can view your claim files, they can only view their own. That is also true for Cunningham Lindsey employees. Only those adjusters or managers working on your claim file can view its contents. e-Connect is compliant with PIPEDA legislation.



When in e-Connect, you can view every aspect of the claim file including file notes, diary entries, coverage, instructions, statements, and insured information. Every piece of paper documents sent or received throughout the handling process is scanned, stored, and accessible online as well. We also utilize digital photography so you can view all images from within the electronic claim file.

One of our newest e-Connect enhancements is the ability for you to communicate directly with adjusters by sending an online diary item directly to the file. The adjuster is prompted when they first log in to the system that a diary note has been left. They can respond immediately from within the diary or through email.

**There is no fee associated with using the e-Connect service.**

#### STEWARDSHIP REPORTING

Cunningham Lindsey will prepare an annual Stewardship Report if required containing:

- Claims received, resolved and closed
- Details of claims where defense counsel was retained
- Clients plans for change/growth/downsizing and relevant exposure anticipated
- Industry changes/developments
- Team/staff changes made and/or anticipated
- Review of large or unusual losses
- Vendor management issues
- Streamlining investigations/the reporting process/issues
- Reserving practices
- Information technology review/issues
- Claims funding
- Recent/pending jurisprudence that could impact on the client/program
- Loss repetition/preventative issues

We have prepared a table of contents outlining services provided in the past year in **Appendix B**.

#### LOSS CONTROL/PREVENTION SERVICES

To minimize costs and maximize value there are many initiatives that we spearhead to control or prevent future liability. They include:

- Loss prevention seminars with staff and management.
- Trending analysis and loss prevention recommendations based on a loss frequency and perils.
- Loss prevention recommendations will be noted by the adjuster within the claim file and reports.
- Communication with Municipality Liability adjusters on new legal precedent and case law.
- Pre-Construction Surveys \*
- Replacement Cost Assessment of Owned Properties \*
- Designated Canadian Risk Manager (CRM) available to provide Risk Management
- Inspections /Assessments of Owned Properties and conduct Loss Prevention Seminars \*
- Environmental Audits of Owned Properties \*

All of these services, with the exception of those identified with an (\*) are offered at no cost. Fees for service identified with a (\*) would be mutually agreed upon taking into account the requirements of the project

#### EMERGENCY, DISASTER RECOVERY AND BUSINESS CONTINUITY

We have the ability to deploy staff to the City in the event of a Catastrophe Response. Cunningham Lindsey can mobilize staff from outlining areas to respond to the immediate needs of the City.

Our call center is located remotely which allows the City to continue claim related operations. Our company has provided these services to other municipalities in the past.

Our response will be immediate, within two hours, to the needs of the program and commensurate to the severity of the event. The Account Manager and/or National Catastrophe Coordinator will make immediate contact with Municipal personnel to triage those adjusters assigned to this program, and draw upon additional resources as required.

In larger or more severe events, we will travel to any location within the province and have adjusters on the ground within 24 hours to provide in-person advisory services and support in both English and French.

. Our National Catastrophe Response Roster is updated monthly and consists of Internal Adjusters, Desktop Adjusters, and Field Adjusters. Additionally, we have access to a US and Global adjuster network, with the ability to reach out and deploy adjusters on extremely short notice – a valuable benefit to clients who are in need of bilingual adjusters.

We have responded to numerous catastrophe events on behalf of municipalities. Recent examples include Town of Goderich (tornado), Thunder Bay (flood), Peterborough (flood), City of Burlington / Halton Region (flood), Calgary (flood). City of Windsor and City of Renfrew (flood) . Fees for Emergency Disaster Relief will be agreed upon between the City and Cunningham Lindsey prior to deployment of the adjusting team.

## **Fee Schedule**

---

**Junior / Intermediate / Senior Adjuster** \$110.00 per hour

**Flat Rate for \$0 to \$10,000 Property Damage** \$175.00

Services Performed:

- Acknowledgment letter to claimant
- Prompt investigation
- Establishing value of claim
- Establishing liability
- Appropriate responses
- If denial, reason stated
- Short form reporting
- Copies of any letters to citizen sent to Municipality

**Support Staff** \$0.00

**Disbursements**

Mileage / KMs: \$ .70 (first 50 kms free)

Photocopies: \$ .25 (first 50 pages free)

Photographs: \$ 0.00

- Captioning and Downloading of Photos Actual time .1 per photo, up to a maximum of one hour

## **APPENDICES**

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# Curriculum Vitae

## Public Entities



### Michael Morris

BA, CIP

#### Vice President

Guelph

T 519-822-7110 Ext 22

E mmorris@cl-na.com

#### Professional Summary

Mike joined Cunningham Lindsey in 1988. A licensed all lines adjuster, Mike is an expert claims adjuster who has worked as a District Supervisor in Ontario, and as Assistant Vice President of our Central Operations. Most recently Mike was appointed Vice President National Operations and now oversees our Public Entities division managing our network of adjusters experienced in this niche sector.

Prior to this appointment, Mike was the Control Adjuster for The City of Guelph, County of Wellington, Town of Fergus and Centre Wellington, Township of Puslinch and other municipalities. His extensive knowledge of the complexities and sensitivities to these unique claims has proven to be an asset to the business unit and clients alike.

#### Specialties

- Licensed in all lines
- Municipal Liability
- Professional Liability / Medical Malpractice
- Errors and Omissions
- Commercial and Residential Property
- General Liability
- Auto
- Cargo and Inland Marine

#### Education and Achievements

- Bachelor of Arts, University of Guelph
- Certified Insurance Professional (CIP) Designation
- Associate of the Insurance Institute of Canada (IIC)
- Numerous professional workshops: property, mould, etc.
- Various industry Municipal Liability and Government Claims Seminars
- Member, Ontario Independent Adjusters Association (OIAA), KW Chapter
- Member, Canadian Independent Adjusters Association (CIAA)

# Curriculum Vitae

## Loss Adjusting



### Ryan Zavitz

CIP

#### Claims Adjuster

Sault Ste. Marie

T 705 942 0324

E rzavitz@cl-na.com

#### Professional Summary

Ryan joined Cunningham Lindsey in 1998 while finishing his schooling at Mohawk College. He recently completed his Chartered Insurance Professional designation.

Ryan transferred from the National Service Centre in Hamilton to the Sault Ste. Marie office where he is now the Branch Manager. He is an experienced adjuster, with handling expertise in casualty, property, BI and transportation losses.

#### Specialties

- Commercial & Residential Property
- General Liability
- Bodily Injury
- Transportation & Cargo

#### Education and Achievements

- Chartered Insurance Professional (CIP) Designation
- Business of Insurance, Mohawk College
- Seminars – Bodily Injury, Accident Benefits, Property, and Transportation
- Member, Ontario Independent Adjusters Association
- Vale National Training Centre
  - Casualty Adjusting
  - Residential Building Damage Estimating
  - Commercial Building Damage Estimating

# Curriculum Vitae

## Loss Adjusting



### Derrick Filoon

BBA, CIP

#### District Manager

Sudbury

T 705 524 1661

E [dfiloon@cl-na.com](mailto:dfiloon@cl-na.com)

#### Professional Summary

Derrick joined Cunningham Lindsey in 2006 in our Vancouver Metro Branch, bringing with him over 12 years' experience as an independent adjuster and insurance claims representative. Derrick was promoted to Assistant Branch Manager of our Toronto Claims Services in 2009. In January 1, 2010 assumed the role of Branch Manager at our Hamilton, Ontario office. Derrick currently holds the position of District Manager and manages offices in North Bay, Sault Ste. Marie, Sudbury, Thunder Bay, and Timmins.

#### Specialties

- All Lines
- Personal and Commercial Property
- High Value Homes
- Bodily Injury
- Product Liability
- Mediation

#### Education and Achievements

- Bachelor of Business Administration, Honours, Wilfrid Laurier University
- Chartered Insurance Professional (CIP) Designation
- Boeckh Estimating Software, Unit Price Estimates
- Boeckh Scope, Property Loss

# Curriculum Vitae

## Loss Adjusting



### **Yves Aubin**

BsC, FCIP, CRM

#### **Branch Manager**

Timmins

T 705 264 1223 x23

E yaubin@cl-na.com

#### **Professional Summary**

Yves joined Cunningham Lindsey in 1988 and currently has over 27 years' experience. His deep understanding of the insurance industry in conjunction with his professionalism bring immense value to his role as manager of our Timmins location.

Yves is fully bilingual in both English and French.

#### **Specialties**

- Property Claims
- General Liability Claims
- Accident Benefits/Auto Injury Claims
- Municipality Liability
- Forestry equipment
- Tractor Trailer claims
- Trained on preparing estimates

#### **Education and Achievements**

- Attended various Insurance Industry seminars and courses including OMPP, Bill 164 and Bill 59, Fire investigations, Tractor Trailer seminars
- Member, Canadian Insurance Adjusters Association
- Member, Canadian Association of Fire Investigators

## **APPENDICES**

Appendix B: Stewardship Report

## **Stewardship Report Table of Contents**

All General Liability Claims (2015 vs 2016 trends).....	1
Bodily Injury (2015 vs 2016 trends).....	2
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904059602848 – Power.....	4
904059620571 – Williams.....	10
904059620569 – Hamilton.....	11
904059638646 – Guitierrez.....	11
90405926858 – Chudoroschow.....	11
904059630609 – Maltais.....	12
904059620327 – Rorison.....	12
904059622140 – Peterson.....	12
904059630654 – DePenning.....	13
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904059630617 – Breen.....	16
904059638780 – Wing Shan So.....	17
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904559648250 – Clark.....	19
904059649043 – Denniss.....	20
904059648254 – Davidoff.....	21
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Incidents	
904059653699 – Duncan.....	21

# Schedule "B"

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



*Corporate Services  
Finance Department  
Purchasing Division*

*Tim Gowans  
Manager of Purchasing*

## Request for Proposal

### **Independent Claims Adjusting Services for the City of Sault Ste. Marie**

#### **SECTION 1**

##### **INFORMATION TO PROPOSANTS**

###### ***1.1 Introduction***

The City of Sault Ste. Marie is requesting proposals for independent claims adjusting services from qualified Insurance Adjusting Companies, licensed in the Province of Ontario. Firm pricing is required for three (3) years commencing February 28, 2018. Longer time periods may be considered during Proposal evaluation; details must be provided in the Proposal submission.

The City reserves the right to extend the Contract for up to an additional two (2) years upon mutual agreement. The City also reserves the right to terminate the agreement at anytime at its sole discretion with thirty (30) days written notice.

###### ***1.2 Date and Place for Receiving Proposals***

All proposals must be sealed in an envelope properly marked as to contents ("Proposal for Independent Claims Adjusting Services for the City of Sault Ste. Marie – File # 2017LGL-02-P") and delivered to:

**The City of Sault Ste. Marie  
Attn: Manager of Purchasing  
99 Foster Drive – Level 2  
Sault Ste. Marie, Ontario, P6A 5X6**

By the following date and time:

**Date: Friday, November 17, 2017  
Time: 4:00 p.m., local (Eastern) time**

Late Proposals will not be accepted. Proposals received after the time for closing will be returned unopened at the Proponent's expense.

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

The Contact Person for this RFP is Mr. Adam Shier; Risk Manager; telephone 705-759-5768; email [a.shier@cityssm.on.ca](mailto:a.shier@cityssm.on.ca).

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

***1.3 Errors, Omissions, Clarifications***

While the City has used considerable efforts to ensure an accurate representation of information for the Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed *by email* to Mr. Adam Shier; Risk Manager; telephone 705-759-5768; email [a.shier@cityssm.on.ca](mailto:a.shier@cityssm.on.ca).

**Important:** All questions and requests for clarification must be submitted by 12:00 noon; local time (Eastern), Friday, November 3, 2017.

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email [t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca).

Proposals should be limited to twenty (20) pages, single sided including appendices; excluding the Letter of Introduction.

***1.4 Withdrawal of Proposal***

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

***1.5 Informal Proposals***

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

***1.6 Proposal Evaluation***

The successful Proponent will be selected based on evaluation of the proposal utilizing our rating system which considers the requirements mentioned below. An evaluation committee will be used in the selection process.

**Requirements:**

- 1) Proponents must be duly licensed Insurance Adjusting Companies possessing extensive experience with accounts as large and complex as the City's. Proponents must offer a wide range of services and expertise.
- 2) Proposals should include details and provide relevant references (see Experience of Proponent Company paragraph) including Contact Names.
- 3) Proposal must address all requirements stated in Section 2 – Terms of Reference of the RFP.
- 4) Proposal must include a schedule detailing Fees, as outlined in Paragraph 2.6 of Section 2 - Terms of Reference of the RFP. HST is extra.
- 5) Five (5) copies of the complete proposal submission must be received plus one (1) complete copy in electronic format (USB Key or CD/DVD).
- 6) Proponents are required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.

The above list of requirements and criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the requirements and criteria are listed does not indicate the weighting of the evaluation.

**To assist in evaluation of the Proposals submitted, the City may elect to conduct interviews (only as required) with one or more Proponents at its sole discretion. Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals.

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process.

**IMPORTANT:** The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

***1.7 Conditions and Requirements of Work***

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to [a.iacoe@cityssm.on.ca](mailto:a.iacoe@cityssm.on.ca).

The successful proponent shall maintain during the term of the contract, Comprehensive General Liability and professional insurance subject to limits of not less than \$10,000,000.00 inclusive per occurrence.

Errors and Omissions liability insurance in an amount not less than \$10,000,000.00 per occurrence shall be maintained during the term of this contract.

A Certificate of Insurance showing proof of the above insurance coverage shall be provided to the City prior to the commencement of the work. With respect to the Comprehensive General Liability policy, the City is requesting to be included as an additional insured.

**Any deviations from the above insurance requirements must be included in your proposal.**

***1.8 Proposal Left Open***

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

**1.9 Schedule**

- (A) Release of RFP: October 2, 2017
- (B) Last Date for Questions & Clarifications: November 3, 2017 (noon)
- (C) Submission of Proposal: November 17, 2017
- (D) Recommendation of Award: January, 2018
- (E) Notification of Award: late January, 2018
- (F) Commencement of Services: February 28, 2018 (or sooner)

The City reserves the right to alter the scheduling of items "D" to "F". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

**1.10 Incurred Costs**

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

**1.11 Alterations to Documents**

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

**1.12 Confidentiality & Post-Award Comment**

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

***Request for Proposal (cont'd)***  
***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

**1.13 Municipal Freedom of Information & Protection of Privacy Act**

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the Act.

**1.14 Indemnification**

The successful Proponent shall indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, causes of action, loss, costs or damages that the City may suffer, incur or be liable for, resulting from the proponent's negligent acts or omissions in connection with the contract.

The rights to indemnity contained in this section shall survive any termination of the contract, anything in this contract to the contrary notwithstanding.

**1.15 Agreement for Services**

The City Purchase Order issued, the Proposal submitted by the successful Proponent, and the RFP as issued and amended shall constitute the Agreement for this engagement.

***Request for Proposal (cont'd)***  
***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

## **SECTION 2**

### **TERMS OF REFERENCE**

#### **2.1 Purpose**

The City is requesting Proposals from qualified firms interested in providing independent claims adjusting services. The types of claims that may be assigned to the successful proponent include, but are not limited to: property damage, bodily injury, business interruption, professional liability, environmental, crime, and automobile. The term of the appointment will be for up to three (3) years with a possible extension at the City's discretion for up to an additional two (2) years. The City also reserves the right to terminate the agreement at anytime, at its sole discretion, on providing thirty (30) days written notice.

#### **2.2 Background**

The City of Sault Ste. Marie takes a proactive approach to claims handling. We have an experienced and well organized claims and legal department that is committed to treating all claims made against the City fairly and promptly. We consider our independent claims adjuster to be an integral part of this process. We have assets of almost 300 million dollars, an annual budget of \$175 Million, cover a very large geographic area, and have operations that are complex and diverse. The City's independent claims adjuster must have significant experience with accounts as large and complex as ours, and offer a wide range of services and expertise.

The City's Risk Management Section pro-actively manages the insurance portfolio, claims administration, risk management issues and related activities. Insurance and Risk Management is a Section of the Legal Department and has been in place since 2016. It is dedicated to effectively and cost-efficiently providing insurance and risk management program management.

Further information concerning the City's Claims History can be found in Section 3 – Appendix of this RFP.

#### **2.3 Proponent's Qualifications**

Proponents must be qualified Insurance Adjusting Companies, licensed in the Province of Ontario. Proponents shall supply detail as requested in the Experience of Proponent Company paragraph.

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

**2.4 Scope of Work**

The City of Sault Ste. Marie invites proposals for the provision of the following independent claims adjusting services to include, but not limited to:

- 1 Adjustment, and/or negotiation, and/or investigation, and/or settlement, and/or damage assessment of claims against the City on a task assignment basis,
- 2 Skilled and knowledgeable staff that are available 24 hours a day, 365 days a year for services, including but not limited to, claim reporting, after hours visits to scenes of loss, respond to telephone enquiries, and after hours emergency response,
- 3 Initial reports will be required within 24 business hours, subsequent reports every 30 days. We prefer a concise and brief report style and will want the successful proponent to work with us to develop a report format that is suitable to us,
- 4 Claims Management. Where the City has claims with its insurers, the adjuster will be expected to assist with expediting the claims, including any research required,
- 5 The City is currently insured with JLT. Please describe any prior and/or existing experience with them and other municipal insurers,
- 6 Attend meetings as required with City staff, and others as may be required from time to time by the City,
- 7 Describe what resources will be available for seminars and information sessions for City employees and others that the City may want to include,
- 8 If applicable, describe your company's on-line claims service and capability and any related fees. What services will be available to the City, for example, on-line claims reporting, on-line review of claim details, reports, photographs, reserves, correspondence, etc.,
- 9 An Annual Stewardship report is required to briefly describe the services provided in the past year and what to expect in the coming year. Identify the date on which this will be provided each year and provide a sample Table of Contents for this report, and any cost associated with preparing it,
- 10 Loss Control/Prevention Services. Describe what services you offer in this regard and related fees,
- 11 Emergency, Disaster Recovery and Business Continuity Assistance. Describe how your company can assist the City with these services including related fees,

***Request for Proposal (cont'd)***

***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

- 12 In addition, the Proponent may propose any other related services that it believes may be beneficial and desirable to the City, and identify any additional costs associated with these services.

**2.5 Proposal Content and Format**

Proposals are to be presented in the following format and are to be as concise as possible.

**Title Page**

Showing Proponent name, address, telephone number, and e-mail address of contact person(s).

**Table of Contents**

Include page numbers.

**Letter of Introduction/Executive Summary**

One page, introducing the proponent and summarizing the key features of the proposal, and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP.

**Experience of Proponent**

Provide a brief description of your firm, including the following:

- proof of being duly licensed insurance adjusting company in the Province of Ontario,
- a general statement of specialization and expertise,
- the size of the firm nation-wide (province-wide, whichever is applicable), and of the service office in terms of people and businesses,
- the business carried out by the service office and the firm nationwide (province-wide, whichever is applicable) in terms of types and volume of claims adjusted, and the other services offered,
- years of local experience in providing the identified services to similar corporate clients,
- a list of current and expired large accounts serviced locally, including the types of services provided for each,
- contact names, telephone numbers, and e-mail addresses of two existing clients and two former clients of the local office of a similar size and/or complexity to the City of Sault Ste. Marie (preferably accounts of a similar size/type).

***Request for Proposal (cont'd)***  
***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

**Experience of Proponent**

Provide a brief description of your firm, including the following:

- an organizational chart showing the staffing and lines of authority for the key personnel to be used in providing the services,
- the name of the individual within your firm that is proposed to have overall responsibility for the City's account, the name of the alternate to that person, and their ability to access the capabilities of the firm,
- the names, education, certifications and qualifications (or resumes) of staff proposed to offer service to the City,
- association memberships, board or like memberships,
- experience these personnel have provided to local and regional governments,
- names of any subcontractors or agents (other than employees) proposed to be used, including details of services to be contracted.

**Service**

in this section please address the items listed in Paragraph 2.4 - "Scope of Work". Include recommendations for improvements to process, adoption of best practices, etc.

**Fees**

- provide your proposed fee structure including hourly rate, expense rates, any rate differences for different types of claims, and any other relevant fees and charges applicable to the services being offered,
- describe your billing practise including payment terms, and your policy on interim billing of open files,
- identify any taxes separately – HST, etc.

**Insurance:**

- provide proof and details of your company's Commercial General Liability and Errors and Omissions insurance coverage, minimum \$10 million.

**2.6 Fee Schedule**

**A fixed fee schedule must be provided for the duration of the three (3) year agreement. HST extra. Schedule must be prepared in accordance with "Fees" paragraph above.**

***Request for Proposal (cont'd)***  
***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

**2.7 Important Note**

The successful Proponent may not assign the whole or any part of the resulting contract without the prior written consent of the City.

***Request for Proposal (cont'd)***  
***Independent Claims Adjusting Services for the City of Sault Ste. Marie***

## **SECTION 3**

### **Appendix - Claims Summary**

2013 - 250 Claims  
2014 - 225 Claims  
2015 - 162 Claims  
2016 - 118 Claims  
2017 - 127 Claims (Year to Date as at October 2, 2017)

Totals are cumulative numbers for each year and include:

- Property damage
- General liability
- Automobile direct damage
- Automobile 3<sup>rd</sup> party liability
- Automobile Accident Benefits

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

**BY-LAW 2018-27**

**AGREEMENT:** (P3.4(2)) A by-law to authorize the execution of the Agreement between the City and 2601202 Ontario Inc. O/A Northern Transit and Arena Advertising Agency for the provision of selling advertising on the Transit Services Division fleet of buses.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 22, 2018 between the City and 2601202 Ontario Inc. O/A Northern Transit and Arena Advertising Agency, a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of selling advertising on the Transit Services Division fleet of buses.

**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 5<sup>th</sup> day of February, 2018.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

# Schedule "A"

## AGREEMENT

### SAULT STE. MARIE, ONTARIO

THIS AGREEMENT made this 22<sup>nd</sup> day of January, 2018

#### BETWEEN:

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

#### OF THE FIRST PART

AND

2601202 ONTARIO INC.  
O/A NORTHERN TRANSIT AND ARENA ADVERTISING AGENCY (NTAAA)  
(the "Company")

#### OF THE SECOND PART

**WHEREAS** the City issued a Request for Proposal for a Contractor to sell advertising on City Transit Buses and Parabuses under File #2017 CDE-CS-TR-08-P (the "RFP"), a copy of which RFP is appended as *Schedule "A"* to this Agreement;

**AND WHEREAS** the Company submitted a Proposal dated October 24, 2017 (the "NTAAA Proposal") in response to the RFP, a copy of which NTAAA Proposal is appended as *Schedule "B"* to this Agreement;

**AND WHEREAS** the City selected the NTAAA Proposal as the successful proponent for the RFP, subject to the terms and conditions hereinafter contained;

**NOW THEREFORE** in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

#### 1. TERM

The Agreement shall be for a term of five (5) years commencing March 1, 2018 and ending on February 28, 2023 (the "Term"). The City reserves the right to negotiate additional one (1) year extensions by mutual agreement with the Company thereafter.

#### 2. DESCRIPTION OF WORK

- (a) The parties hereto acknowledge and agree that the RFP and the NTAAA Proposal, together with the within Agreement sets out the rights and obligations of the parties with respect to the selling of advertising on City Transit Buses and Parabuses. The parties further acknowledge and agree that all references to the word Agreement herein include *Schedules "A" and "B"* appended hereto.
- (b) The Company shall provide all that is necessary and required to perform the work described and set out in the Agreement at its sole risk and expense.
- (c) The Company shall perform all work required under this Agreement in a good, professional and skilled manner.
- (d) The Company shall have the right to sell "Advertising" in the forms as defined in Section 3(a) of this Agreement for only those City Transit Buses and Parabuses

owned and operated by the City as specified in Section 4 – “Transit Fleet Description” of Schedule “A” to the Agreement (the “Current Fleet”).

- (e) The Company shall have the right to place “Advertising” in the forms as defined in Section 3(a) in only those locations of the Current Fleet as particularized in Section 4 – “Transit Fleet Description” of Schedule “A” to the Agreement (the “Advertising Locations”) and in accordance with Section 3 of this Agreement.
- (f) The parties hereto acknowledge and agree that the Current Fleet complement and Advertising Locations are subject to change during the Term at the sole discretion of the City.
- (g) During the Term or any extension thereof, the City may identify additional advertising opportunities, locations and forms for Advertising (the “Additional Advertising”). The City reserves the right to negotiate with the Company for the addition of such Additional Advertising to this Agreement.
- (h) The Company hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the Current Fleet or any part thereof, for use by the Company. The Company acknowledges that it has carried out an inspection of the Current Fleet specifically to satisfy itself concerning the suitability of same for all matters arising under this Agreement and further, that it shall use the Current Fleet in carrying out its obligations under this Agreement on an “as is where is” basis.

### **3. ADVERTISING**

#### **(a) Advertising Forms Defined**

All Advertising sold and installed by the Company in the Advertising Locations of the Current Fleet shall be in a fixed printed form and be in one of the following formats:

- i. exterior signage in card form;
- ii. interior signage in card form;
- iii. full body wrap; or
- iv. partial body wrap.

#### **(b) Rules Applicable to All Advertising Forms**

- i. The Company shall obtain the City's express written approval for each and every Advertising design sold pursuant to this Agreement prior to any production of same.
- ii. The parties hereto acknowledge and agree that no Advertising shall be installed on a City Transit Bus or Parabus unless such Advertising has been approved by the City in accordance with Section 3(b)i. above.
- iii. The Company shall not sell or install any Advertising that is of a political, religious or immoral nature. The City may remove any Advertising or part thereof from the Current Fleet that the City deems, in its sole discretion, to be objectionable.
- iv. The parties hereto acknowledge and agree that the City may remove any Advertising or part thereof that the City determines, in its sole discretion, impedes the safety of motorists and/or pedestrians.

- v. In the event that the City removes any Advertising or part thereof in accordance with Sections 3(b)iii. and iv. above, the Company shall pay any and all charges and expenses incurred by the City for such removal immediately upon demand by the City and the Company shall further make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.
- vi. The City shall not be responsible for any vandalism or other damage to any Advertising, howsoever caused. In the event of damage to the Advertising or any part thereof, the Company shall forthwith effect such repairs to the satisfaction of the City on such terms as determined by the City, in the City's sole discretion and at the Company's sole cost and expense. In the event that the City determines, in its sole discretion, that the damage to the Advertising or any part thereof is of such a nature that repairing same is not appropriate, the Company shall forthwith remove same from the City's Fleet and make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.
- vii. In the event that the Company fails to comply with its obligations under Section 3(b)vi. above, the City may, in its sole discretion, remove the Advertising or part thereof and the Company shall pay any and all charges and expenses incurred by the City for such removal immediately upon demand by the City. In such event, the Company shall further make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.
- viii. In the event that the Company fails to repair damage caused to the City's Current Fleet following removal of any Advertising in accordance with Sections 3(b)v.-vii. inclusive, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.
- ix. The parties hereto acknowledge and agree that the City shall not be responsible for providing any storage for the Company's Advertising not installed on its Current Fleet. In the event that the Company fails to promptly remove such Advertising from City property, the parties hereto acknowledge and agree that the City may store such Advertising at a location of its discretion and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for such storage.
- x. The parties hereto acknowledge and agree that the Company shall maintain an inventory of all Advertising that forms the subject matter of this Agreement.
- xi. The Company shall complete any and all maintenance required for the Advertising at its sole risk and expense.
- xii. The Company shall secure the necessary financing, labour, services, equipment, permits and approvals prior to commencing any work relating to this Agreement. The Company further represents and warrants that it shall obtain all necessary approvals and authorizations for any and all Advertising it shall design, produce, install or cause to be installed on the City's Current Fleet to ensure that such Advertising does not infringe on any person(s) copyrights, trademark rights or other proprietary interests. The Company shall ensure that all Advertising designed, produced, sold and installed complies with any municipal, provincial and federal laws, regulations and orders, and any other pertinent codes and legislation.

**(c) Further Rules Applicable to Exterior and Interior Signage in Card Form**

- i. The Company shall provide all necessary labour, materials, equipment, contractors and subcontractors to complete the design and production of all exterior and interior signage in card form. The Company shall assume full responsibility for all activities, costs and expenses related directly and/or indirectly to same.
- ii. The Company shall select the individual City Transit Bus and/or Parabus that all exterior and interior signage in card form shall be installed by the City in accordance with paragraph 3(c)iv. and provide the City with notice of such particulars in writing.
- iii. The Company shall deliver any and all exterior and interior signage in card form to the City for installation by the City in accordance with paragraph 3(c)iv. below. The Company shall be responsible for all activities, costs and expenses related directly and/or indirectly to same.
- iv. The City shall supply all necessary racks, labour, materials, equipment and contractors for the installation and removal of all exterior and interior signage in card form at its sole expense.
- v. The Company shall provide the City with reasonable notice in writing when each exterior and interior signage in card form shall be removed by the City.
- vi. The parties hereto further acknowledge and agree that the City shall not be responsible for any damage or destruction to any exterior or interior signage in card form or any part thereof sustained in the installation or removal of same from the City's Fleet. In the event of such damage or destruction following such installation or removal, the parties hereto acknowledge and agree that the provisions of Section 3(b)vi.-vii. shall apply.
- vii. The parties hereto further acknowledge and agree that the Company shall make good any damage caused to the City's Current Fleet the installation or removal of all exterior and interior signage in card form at its sole risk and expense. In the event that the Company fails to repair damage caused to the City's Current Fleet following such installation or removal, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.

**(d) Further Rules Applicable to Full and Partial Body Wrap**

- i. The City shall determine shall have exclusive authority for determining the number of City Transit Buses and Parabuses that shall be made available to the Company for full body wrap and partial body wrap.
- ii. The Company shall provide all necessary labour, materials, equipment, contractors and subcontractors to complete the design, production, installation and removal of all full body wraps and partial body wraps. The Company shall assume full responsibility for all activities, costs and expenses related directly and/or indirectly to same.
- iii. At the end of each Advertising contract for full body wraps and/or partial body wraps, the Company shall promptly remove all such full and/or partial body wraps from the relevant City Transit Bus and/or Parabus and dispose of same.

- iv. The Company shall make good any damage caused to the City's Current Fleet by such installation or removal of full and/or partial body wrap at its sole risk and expense, including but not limiting to restoring the City Transit Buses and/or Parabuses to their original paint scheme. In the event that the Company fails to repair the damage caused to the City's Current Fleet following the installation and/or removal of any Advertising, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.

#### **4. UNSOLD ADVERTISING SPACE**

- (a) The City shall have the exclusive right to utilize any Advertising Location in the Current Fleet for the advertising and/or promotion of City programs when the aforesaid Advertising Location is available and has not been sold by the Company.
- (b) The City shall have the exclusive right to post notices, warnings or other forms of self-promotion in any area of the Current Fleet that is not specified herein as an Advertising Location.
- (c) In the event that the City exercises its rights under this section of the Agreement, the parties hereto acknowledge and agree that no compensation shall be paid or be payable by the City to the Company for such advertising or use.

#### **5. PAYMENT**

- (a) During each of Years One (1) through Five (5) inclusive of the Term, the Company shall pay to the City a licensing fee in the following amounts:
  - i. Year One – March 1, 2018 to February 28, 2019 – Thirty-Six Thousand Five Hundred (\$36,500.00) Dollars;
  - ii. Year Two - March 1, 2019 to February 29, 2020 – Thirty-Seven Thousand (\$37,000.00) Dollars;
  - iii. Year Three – March 1, 2020 to February 28, 2021 – Thirty-Seven Thousand Five Hundred (\$37,500.00) Dollars;
  - iv. Year Four - March 1, 2021 to February 28, 2022 – Thirty-Eight Thousand (\$38,000.00) Dollars; and
  - v. Year Five - March 1, 2022 to February 28, 2023 – Thirty-Eight Thousand Five Hundred (\$38,500.00) Dollars.
- (b) Payment of the licensing fees referred to in Section 5(a)ii.-v. inclusive above shall be made in twelve (12) equal installments, payable by the Company to the City on or before the twentieth (20<sup>th</sup>) day of each month of Years Two (2) through Five (5) inclusive of the Term. During Year One, payment of the licensing fee referred to in Section 5(a)i. above shall be made in eleven (11) equal installments commencing on April 20<sup>th</sup>, 2018 and on or before the twentieth (20<sup>th</sup>) day of each month of Year (1) thereafter.
- (c) In addition to the licensing fees referred to in Section 5(a)i.-v. inclusive above, the Company shall pay to the City five (5%) percent of the Company's Total Annual Gross Billings for Advertising on or before April 15<sup>th</sup> of the year that follows, specifically:
  - i. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year One shall be payable by the Company to the City on April 15, 2019;

- ii. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Two shall be payable by the Company to the City on April 15, 2020;
- iii. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Three shall be payable by the Company to the City on April 15, 2021;
- iv. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Four shall be payable by the Company to the City on April 15, 2022; and
- v. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Five shall be payable by the Company to the City on April 15, 2023.

- (d) The parties hereto acknowledge and agree that reference to the word "Billings" herein means actual Gross Annual Advertising Billings made by the Company for Advertising related to this Agreement, and not actual Advertising fees collected by the Company pursuant to this Agreement.
- (e) The Company acknowledges and agrees that it shall not accept "Contra Advertising", defined herein as Advertising for which payment is in the form of goods or services furnished to the Company, for which no money is exchanged, for Advertising sold pursuant to this Agreement, unless dollar values are declared and included by the Company in the Annual Gross Billings for the applicable Year of the Term.
- (f) The Company further acknowledges and agrees that it shall not sell Advertising to charitable or non-profit organizations for which no fee is charged. Under no circumstances shall the Company accept tax receipts or credit for Advertising space considered to be a charitable donation by charitable or non-profit organizations, unless the Company declares full dollar value for such Advertising sold and includes same in the Annual Gross Billings for the applicable year of the Term.

## **6. ACCOUNT RECORDS**

- (a) The Company shall produce all books, accounts and records of the Company relevant to this Agreement to the City for inspection upon demand by the City for same and on reasonable notice.
- (b) The Company shall, at the end of each year during the Term of this Agreement, transmit to the City an Annual Audited Statement of Gross Billings prepared by a Chartered Accountant in accordance with the reporting requirements of the Canadian Institute of Chartered Accountants.
- (c) The City may require the Company to participate in an audit by an independent Chartered Accountant or public accounting firm of the City's choosing after reviewing the account records of the Company referred to in this Section of the Agreement at the end of each Year of the Term. The Company agrees that it shall comply and participate in such an audit process if so required by the City at the end of each calendar year of the Term.

## **7. INTERFERENCE, WASTE OR NUISANCE**

The Company shall not do or cause to be done, any action which would damage, waste disfigure or injure any property owned by the City. The Company shall further conduct itself and perform the work set out in this Agreement in a manner which does not interfere with the operation of the City's Current Fleet and which does not otherwise cause a nuisance. Any costs incurred by the City to repair the City property, Current Fleet or otherwise resulting from such waste and

nuisance as set out herein shall be payable by the Company to the City immediately upon demand by the City.

#### **8. ASSIGNMENT AND TRANSFERABILITY**

- (a) Except as otherwise provided in this Section, the rights and obligations created by this Agreement are exclusive to and shall not be transferred or assigned by the Company (by operation of law or otherwise), without the prior express written consent of the City.
- (b) The parties hereto agree that the assignee of the Company, if such an assignment should be made, shall be able to enforce the provisions of this Agreement pursuant to such assignment. Further, the Company acknowledges and agrees that any such assignment or transfer, if so authorized by the City, shall not relieve the Company of any responsibility for the proper commencement, execution and completion of all work as set out in this Agreement, and that the Company shall either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if the Company were continuing to perform the work with their own plant and employees.

#### **9. PROPRIETARY RIGHTS**

- (a) The parties hereto acknowledge and agree that this Agreement in no way confers title to the Advertising to the City, and that the Advertising and any part thereof is the property and title of the Company.
- (b) The parties hereto further acknowledge and agree that this Agreement in no way confers any rights, benefits or title in the City Transit Buses, City Parabuses or any other City Property to the Company and that the City Transit Buses, City Parabuses and all property owned by the City and any part thereof is the property, title and right of the City.

#### **10. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

The parties hereto acknowledge and agree that the City is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"). The Company shall comply with the MFIPPA to ensure privacy laws are conformed to for all matters arising directly or indirectly from this Agreement.

#### **11. INSURANCE**

- (a) Prior to the commencing any work under this Agreement and for the entire duration of the Term, the Company shall maintain at its sole expense, Comprehensive Commercial Liability Insurance, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Contingent Employers Liability and shall contain a Cross Liability Clause protecting the City Corporation as if separately insured, to a minimum of Two Million (\$2,000,000.00) Dollars inclusive per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in connection with the Company's use of Property owned by the City, the Company's Advertising or any other matters under directly or indirectly from this Agreement.
- (b) The parties hereto acknowledge and agree that the amount of coverage as set out herein shall be reviewable every year during the Term and subject to adjustment at the sole discretion of the City.

- (c) Each insurance policy referenced herein shall name the Corporation of the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the City, confirming the above coverages are in effect for the Term shall be provided to the City on or before April 1, 2018 during Year One (1) of the Term and on March 1, 2019 and every March 1<sup>st</sup> thereafter for the balance of Years Two (2) through Year Five (5) inclusive of the Term.
- (d) The taking out of insurance shall not limit the Company's liability under this Agreement. The Company acknowledges and understands that liability insurance coverage responds only for the use of Property owned by the City for the purpose(s) as specified in this Agreement.

## **12. LIMITED LIABILITY AND RELEASE**

The Company hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the Company further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Company or to anyone for whom the Company may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Company or any of the Company's agents, employees and contractors in relation to or in connection with the Company's use of Property owned by the City or any other matters under this Agreement.

## **13. INDEMNITY**

- (a) The Company shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any actions, causes of action, interest, claims, demands, damages, expenses, loss or costs (including without restriction legal costs on a substantial indemnity basis) which the City may bear, suffer, incur, become liable for, or be put to by reason of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Company's use of property owned by the City, the Company's Advertising, the Company's breach or violation of non-performance of any provision of this Agreement, the work covered by this Agreement, or by reason of or arising out of any act, neglect or default by the Company or any of its agents or employees or any other person or persons.
- (b) The Company further covenants and agrees that the indemnity herein contained shall extend to all claims, loss, costs and damaged by reason of or arising out of improper or faulty erection of equipment erected or installed in connection with this Agreement by the Company, its servants or agents, whether or not these have been approved by the City, its servants or agents.
- (c) The Company shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the property owned by the City, the Company's Advertising and any other matters arising directly and indirectly from this Agreement and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature (including without restriction legal costs on a substantial indemnity basis) which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Company with such Laws, By-Laws, Rules and Regulations.
- (d) The Company shall obtain all necessary approvals and authorizations for any and all Advertising it shall design, produce, install or cause to be installed on the City's Current Fleet to ensure that such Advertising does not infringe on any person(s) copyrights, trademark rights or other proprietary interests and shall

save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature (including without restriction legal costs on a substantial indemnity basis) which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Company of this Agreement, by reason of or arising out of any act, neglect or default by the Company or any of its agents, employees or any other person(s), and by the Company's noncompliance with any applicable Laws, By-Laws, Rules and Regulations.

- (e) The Company shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from its use of property owned by the City, the Company's Advertising and any other matters arising directly or indirectly from this Agreement.

#### **14. HEALTH & SAFETY, AND WSIB**

Prior to completing any work under this Agreement, the Company and any contractor(s) or subcontractor(s) employed by them shall comply with all requirements of the *Occupational Health and Safety Act* and its regulations; including, but not limited to, providing proof of compliance with WSIB requirements (maintain current WSIB Clearance Certificate on file with the City for duration of onsite work), providing proof of Commercial General Liability Insurance (minimum of Two Million (\$2,000,000) Dollars per occurrence) to the satisfaction of the City for duration of onsite work; and compliance with the City's Contractor Pre-Qualification Policy, including but not limited to WSIB Coverage, Liability Insurance Coverage and Safe Work Practices. The Company shall further ensure that the requirements as set out herein apply to any subcontractors employed by the Company.

#### **15. TERMINATION**

- (a) The City may, at its option, terminate this Agreement, in whole or in part, whenever the City determines in its sole discretion that such termination is in the best interests of the City without the necessity of showing cause or reason. In such event, the City shall provide the Company with thirty (30) days' written notice to the Company.
- (b) Further, in the event of default the City may, at its option, terminate this Agreement. The following events constitute default:
- i. if the Company makes a material misrepresentation to the City in connection with this Agreement;
  - ii. if the Company becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, rearrangement relief or relief of creditors;
  - iii. if a receiver is appointed over any of the Company's property or undertakings; or
  - iv. a material breach of this Agreement.

- (c) Upon expiration of the Term of this Agreement or upon earlier termination of this Agreement, and provided that the City and the Company fail to negotiate a new Agreement as set out in Section 1 above, the Company shall promptly remove and dispose of all Advertising from the Current Fleet. The Company shall further make good any damage caused to the City's Current Fleet by the Advertising or removal of same at its sole risk and expense. In the event that the Company fails to repair the damage caused to the City's Current Fleet following the removal of any and all Advertising, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.
- (d) The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.
- (e) Paragraphs 2(a)(h), 3, 5, 6, 7, 8(b), 9, 11, 12 and 13 of this Agreement survive the termination of this Agreement.

#### **16. BINDING AGREEMENT**

The City covenants that he has good right, full power, and absolute authority to grant this Agreement to the Company and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers. The Company covenants that he has good right, full power, and absolute authority to grant this Agreement to the City and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

#### **17. NOTICE**

Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering or mailing the notice to:

in the case of notice to the City to:

The Corporation of the City of Sault Ste. Marie  
 Attention: Assistant City Solicitor  
 Legal Department  
 99 Foster Drive, P.O. Box 580  
 Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Company to:

2601202 Ontario Inc.  
 O/A Northern Transit and Arena Advertising Agency (NTAAA)  
 Attention: Mark Burgess, Chief Executive Officer  
 3171 Kingsway  
 Sudbury, Ontario P3B 2G5

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

**18. AMENDMENTS**

The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

**19. ENTIRE AGREEMENT**

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

**20. EXECUTION**

This Agreement shall not be in force or bind either of the parties hereto until executed by both the parties named herein.

**21. GOVERNING LAW**

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

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement this 22<sup>nd</sup> day of January, 2018.

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

Per:

Name:	Christian Provenzano
Position:	Mayor

Per:

Name:	Malcolm White
Position:	City Clerk

*\*We are authorized to bind the Corporation of the City of Sault Ste. Marie*

**2601202 ONTARIO INC O/A NORTHERN TRANSIT AND  
ARENA ADVERTISING AGENCY (NTAAA)**

Per:

Name:	Mark Burgess
Position:	Chief Executive Officer

*\*I am authorized to bind 2601202 Ontario Inc. O/A Northern Transit and  
Arena Advertising Agency (NTAAA)*