

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

Monday, September 10, 2018

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	12 - 30
Mover Councillor J. Hupponen	
Seconder Councillor L. Turco	
Resolved that the Minutes of the Regular Council Meeting of 2018 08 13 and the Minutes of the Special Council Meeting of 2018 08 20 be approved.	
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 - Second Line Traffic Study – Sidewalk	
4. Approve Agenda as Presented	
Mover Councillor J. Hupponen	
Seconder Councillor R. Niro	
Resolved that the Agenda and Addendum for the 2018 09 10 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Run for the Cure	
Cynthia Sabourin, Volunteer Run Director, Canadian Cancer Society CIBC Run for the Cure.	

5.2

Childhood Cancer Awareness Month

Dayna Caruso, Executive Director, Northern Ontario Families of Children with Cancer

5.3

Ovarian Cancer Awareness Month

Heather Edwards, Zonta Club

5.4

Veteran Family Week

Carrie Gray and Tina Thompson, Veteran Family Program Coordinators, North Bay Military Family Resource Centre

5.5

Pregnancy and Infant Loss Remembrance Day

Lisa Guzzo, Infant Loss Mother

5.6

Huron Central Update

Joe Fratesi, Huron Central Railway Task Force

Mover Councillor S. Butland

Seconder Councillor O. Grandinetti

Whereas Huron Central Railway (HCR) announced early in 2018 that it would not be able to continue its operation of the rail line beyond the end of 2018 without funding assistance from both the Federal and Provincial governments; and

Whereas this investment by the senior levels of government into the transportation infrastructure of Northern Ontario is vital to the economic viability of the communities and the industries between Sault Ste. Marie and Sudbury; and

Whereas loss of this important rail link would result in as many as 40,000 more transports on the two lane section of Highway 17 between Sault Ste. Marie and Sudbury, causing increased conflict between passenger vehicles and transport trucks, increased maintenance and repair costs for the roadway and significantly more pollution into our environment; and

Whereas Sault Ste. Marie MP Terry Sheehan, Algoma-Manitoulin-Kapuskasing MP Carole Hughes, Sault Ste. Marie MPP Ross Romano and Algoma-Manitoulin MPP Mike Mantha have all provided their strong and unqualified support to Huron Central Railway in its applications for funding from the Federal and Provincial governments; and

Whereas Premier Doug Ford, while campaigning in Sault Ste. Marie, recognized the importance of the railway and committed to provide financial support to HCR to ensure its continued viability; and

Whereas a task force was established by resolution of City Council dated May 28, 2018 to gather all stakeholders who have an interest in the future of HCR

and as a result more than 24 resolutions/letters of support have been secured from small and large communities, First Nations and industries between Sault Ste. Marie and Sudbury which will be used as part of presentations to the senior levels of government; and

Whereas further meetings are currently being arranged by the task force to secure firm commitments of financial support that will allow for the continuation of this important piece of Northern Ontario transportation infrastructure,

Now therefore Be It Resolved that Council accepts the update report from the Task Force and thanks all of those stakeholders who have come forward to provide their strong support to Huron Central Railway and to the work of the Task Force and further that it reconfirms its own strong support for HCR's efforts to secure the funding necessary to enable the railway between Sault Ste. Marie and the CPR connection in Sudbury to continue to provide a short-line freight service for regional communities and industries.

5.7

Update on Policing in the Community

Chief Stevenson, Sault Ste. Marie Police Services

5.7.1

Additional Information

31 - 38

5.8

Legion Week

6.

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

Mover Councillor J. Hupponen

Seconder Councillor L. Turco

Resolved that all the items listed under date 2018 09 10 – Agenda item 6 – Consent Agenda be approved as recommended, save and except items 6.5, 6.10 and 6.18.

6.1

Council Travel

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that Mayor C. Provenzano be authorized to travel to Hamilton for 2 days in September for the Hamilton Steel Summit at an estimated cost to the City of \$1,050.

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that Councillor S. Butland be authorized to travel to North Bay for 2 days in September for the Northern Ontario Business Awards at an estimated cost to the City of \$545.

6.2	Correspondence	39 - 39
	Correspondence from Paul Walz, Rotaryfest 2018 Chair is attached for the information of Council.	
6.3	RFP – Event Security Services – GFL Memorial Gardens and Various Community Centres	40 - 41
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor J. Hupponen Seconder Councillor L. Turco Resolved that the report of the Manager of Purchasing dated 2018 09 10 be received and that the proposal submitted by North East Regional Security Services to provide Event Security Services, as required by Community Services, be approved. The contract will commence November 1, 2018, and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.	
6.4	Tender for Self Contained Breathing Apparatus Equipment	42 - 44
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor J. Hupponen Seconder Councillor R. Niro Resolved that the report of the Manager of Purchasing dated 2018 09 10 be received and that the tender for the supply and delivery of Self Contained Breathing Apparatus equipment, as required by Fire Services, be awarded to A.J. Stone Company Ltd. at their total tendered price of \$487,936.85 plus HST.	
6.5	Tender for Two (2) 64,000 GVW Trucks w/Garbage Packer Body and Automated Arm	45 - 47
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker Seconder Councillor L. Turco Resolved that the report of the Manager of Purchasing dated 2018 09 10 be received and that the tender for the supply and delivery of Two (2) 64,000 GVW Trucks with Garbage Packer Body and Automated Arm, as required by Public Works, be awarded to Tru-Nor Truck Centres at their total tendered price of \$582,967.20 plus HST for two (2).	
6.6	Property Tax Appeals	48 - 50
	A report of the Manager of Accounting and City Tax Collector is attached for	

the consideration of Council.

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2018 09 10 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act*.

6.7

Tax Sale Extension Agreement

51 - 52

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

The relevant By-law 2018-190 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.8

Municipal Election 2018

53 - 54

A report of the Deputy City Clerk is attached for the information of Council.

Mover Councillor J. Hupponen

Seconder Councillor L. Turco

Resolved that the report of the Deputy City Clerk dated 2018 09 10 concerning Municipal Election 2018 be received as information.

6.9

LopLops – Request for Municipally Significant Event

55 - 63

A report of the Deputy City Clerk is attached for the consideration of Council.

Mover Councillor J. Hupponen

Seconder Councillor R. Niro

Resolved that the report of the Deputy City Clerk dated 2018 09 10 concerning LopLops request for municipally significant event be received and that Council has no objection to the Oktoberfest event being held at the Canadian Bushplane Heritage Centre on October 13, 2018 being declared a municipally significant event.

6.10

Red Cross Home Care Assistance Program Agreement

64 - 68

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

The relevant By-law 2018-189 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.10.1

Additional Information

69 - 70

Mover Councillor S. Myers

Seconder Councillor S. Hollingsworth

Whereas City Council has provided \$50,000 in funding to a service provider

(Red Cross) to in part, support residential snow removal for seniors for many years; and

Whereas the need for this service is growing with our demographic and a small wait list does exist at this time with an expectation it will increase; and

Whereas there remains an issue of providing snow removal services during exceptional snow events to address matters such as extra heavy snowfall or when the City undertakes road cutting that goes beyond what the usual standard of service currently being provided; and

Whereas the City of Brantford has been running their windrow program for 10 years outsourced through a third party;

Now Therefore Be It Resolved that the addition of \$15,000 to this program this be referred to the 2019 budget deliberations for consideration at that time.

6.11

FutureSSM Project Update

71 - 80

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

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 09 10 providing an update for the FutureSSM project be received as information.

6.12

Celebrate Canada Program – Funding Application

81 - 82

A report of the Supervisor of Community Services is attached for the consideration of Council.

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that the report of the Supervisor of Community Services dated 2018 09 10 concerning 2019 Celebrate Canada Program Funding be received and that staff be authorized to apply to the Department of Canadian Heritage for the 2019 Celebrate Canada Program upon its opening, to assist in funding the City of Sault Ste. Marie Canada Day Celebration.

6.13

2019 Aqueduct Repairs

83 - 84

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated 2018 09 10 concerning 2019 Aqueduct Repairs be received and that design and contract administration services be single-

sourced and awarded to STEM Engineering Inc.

6.14	Leo Avenue Reconstruction – Consultant Selection	85 - 86
A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.		
Mover Councillor J. Hupponen Seconder Councillor L. Turco Resolved that the report of the Manager of Design and Transportation Engineering dated 2018 09 10 concerning Leo Avenue reconstruction consultant selection be received, and that Council authorize entering into an agreement for engineering services with WSP Engineering.		
An engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.		
6.15	Fort Creek Aqueduct Reconstruction – John Street Laneway	87 - 88
A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.		
Mover Councillor J. Hupponen Seconder Councillor R. Niro Resolved that the report of the Manager of Design and Transportation Engineering dated 2018 09 10 concerning the Fort Creek Aqueduct reconstruction consultant selection be received, and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.		
An engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.		
6.16	PW Equipment Purchase – Reallocation of Funds	89 - 90
A report of the Deputy CAO, Public Works and Engineering Services is attached for the consideration of Council.		
Mover Councillor M. Shoemaker Seconder Councillor L. Turco Resolved that the report of the Deputy CAO of Public Works and Engineering Services be received, and that Council approve the reallocation of \$90,000 of the 2018 Capital budget from the purchase of a truck to house a steamer towards the purchase of a new steamer and trailer.		
6.17	Curbside Automated Waste Collection	91 - 92
A report of the Director of Public Works is attached for the consideration of Council.		
The relevant By-law 2018-183 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.		

6.18	Second Line Traffic Study – Sidewalk	93 - 97
	A report of the Director of Engineering is attached for the consideration of Council.	
	Mover Councillor J. Huppenen	
	Seconder Councillor R. Niro	
	Resolved that the report of the Director of Engineering dated 2018 09 10 concerning the sidewalk on the south side of Second Line between Great Northern Road and Old Garden River Road be received, and the recommendation to proceed with construction of a six foot concrete sidewalk in the boulevard be approved.	
6.18.1	<i>Additional Information</i>	98 - 99
6.19	Amended Easement – 426 Bruce Street	100 - 101
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2018-184 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.20	Assume, Stop up, Close and Convey – Part Sunnyside Beach Road	102 - 104
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-laws 2018-187 and 2018-188 are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
7.	Reports of City Departments, Boards and Committees	
7.1	Administration	
7.2	Corporate Services	
7.3	Community Development and Enterprise Services	
7.4	Public Works and Engineering Services	
7.5	Fire Services	
7.6	Legal	
7.7	Planning	
7.8	Boards and Committees	

8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council
9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution
10. Adoption of Report of the Committee of the Whole
11. Consideration and Passing of By-laws

Mover Councillor J. Huppenen
 Seconder Councillor L. Turco
 Resolved that all By-laws under item 11 of the Agenda under date 2018 09 10 be approved.

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

11.1.1 By-law 2018-183 (Agreement) Curbside Automated Waste Collection 105 - 109
 A report from the Director of Public Works is on the Agenda.
 Mover Councillor M. Shoemaker
 Seconder Councillor L. Turco
 Resolved that By-law 2018-183 being a by-law to authorize the execution of the Agreement between the City and GFL Environmental Inc. for curbside automated waste collection be passed in open Council this 10th day of September, 2018.
 - 11.1.2 By-law 2018-184 (Agreement) Amended Easement 426 Bruce Street 110 - 112
 A report from the Solicitor/Prosecutor is on the Agenda.
 Mover Councillor M. Shoemaker
 Seconder Councillor L. Turco
 Resolved that By-law 2018-184 being a by-law to authorize the execution of the Agreement between the City and Ann Marie Campana for an amendment to the original Access Agreement be passed in open Council this 10th day of September, 2018.
 - 11.1.3 By-law 2018-186 (Agreement) Nortrax Canada Inc. Grader Lease 113 - 125
 Council Report was passed by Council resolution on April 9, 2018.
 Mover Councillor M. Shoemaker
 Seconder Councillor L. Turco
 Resolved that By-law 2018-186 being a by-law to authorize the execution of the Agreement between the City and Nortrax Canada Inc. for the supply and

delivery of One (1) Grader c/w Snow Wind and Front Blade as required by the Public Works Department be passed in open Council this 10th day of September, 2018.

11.1.4 By-law 2018-187 (Street Assumption) Part Sunnyside Beach Road 126 - 127

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

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that by-law 2018-187 being a by-law to assume for public use and establish as a public street part of Sunnyside Beach Road abutting 209 Sunnyside Beach Road and 221 Sunnyside Beach Road, being part of PIN 31617-0117 (LT) and part of PIN 31617-0160 be passed in open Council this 10th day of September, 2018.

11.1.5 2018-189 (Agreement) Canadian Red Cross

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

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that By-law 2018-189 being a by-law to authorize the execution of the Agreement between the City and Canadian Red Cross for funding for the provision of the Home Care Assistance Program be passed in open Council this 10th day of September, 2018.

11.1.6 By-law 2018-190 (Agreement) Tax Sale Extension 128 - 131

A report from the Accounting Manager/City Tax Collector is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that By-law 2018-190 being a by-law to authorize the execution of the Agreement between the City and Alo Lumber Building Supplies Limited for a Tax Sale Extension for the owner of the property at 780 Third Line West; Roll Number 060-052-192 be passed in open Council this 10th day of September, 2018.

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 2018-188 (Street Closing) Part Sunnyside Beach Road 132 - 134

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

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that By-law 2018-188 being a by-law to stop up, close and authorize the conveyance of a portion of Sunnyside Beach Road abutting 209 Sunnyside Beach Road and 221 Sunnyside Beach Road, being part of PIN 31617-0117 (LT) and part of PIN 31617-0160 (LT) be READ the FIRST and SECOND time in open Council this 10th day of September, 2018.

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

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

13. **Closed Session**

Mover Councillor J. Huppenen

Seconder Councillor L. Turco

Resolved that this Council proceed into closed session for three items regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

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.

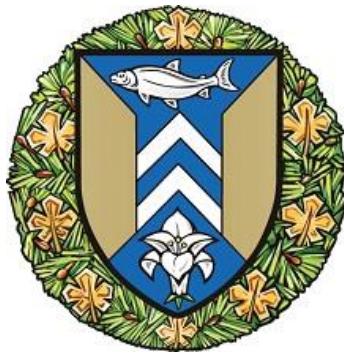
(Municipal Act R.S.O. 2002 – section 239 (2) (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board)

14. **Adjournment**

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, August 13, 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. Huppenen, 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, L. Girardi, T. Vair, P. Johnson, M. Borowicz-Sibenik, S. Schell, P. Niro, D. McConnell, S. Hamilton Beach, D. Elliott, F. Coccimiglio, B. Lamming, J. Bruzas, T. Vecchio, R. Santa Maria

1. Adoption of Minutes

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2018 07 16 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Councillor L. Turco – Municipal By-Law Enforcement Officers

Spouse employed by Police Service

3.2 Councillor L. Turco – By-law 2018-174 (Parking) Municipal By-law Enforcement Officers

Spouse employed by Police Service

3.3 Councillor L. Turco – By-law 2018-135 (Traffic) Amend By-law 77-200

Spouse employed by Police Service

3.4 Councillor O. Grandinetti – Sale of Surplus Property – 236 Prentice Avenue

Owner of abutting property

3.5 Councillor O. Grandinetti – By-law 2018-169 (Property Sale) 236 Prentice Avenue

Owner of abutting property

3.6 Councillor M. Shoemaker – Ontario Municipal Commuter Cycling Funding – Implementation

One of the parties is a client of law firm

3.7 Councillor M. Shoemaker – Notice of Motion – Reconsideration – Great Northern Road/Second Line Traffic Studies

One of the proponents is a client of law firm

4. Approve Agenda as Presented

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the Agenda for 2018 08 13 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Sovereign's Medal for Volunteers

Micheline Findlay and Steven Mullins were in attendance.

5.2 CEMa (APG) Energy Storage Project

Rob Brewer, President, CEO – PUC Services Inc. was in attendance.

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date 2018 08 13 – Agenda item 6 – Consent Agenda save and except Agenda item 6.20 be approved as recommended.

Carried

6.1 Council Travel

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that Councillor S. Butland be authorized to travel to Ottawa for two days in August for the AMO Conference at an estimated cost to the City of \$1,500.

Carried

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that Mayor C. Provenzano be authorized to travel to North Bay for 2 days in September for the Northern Ontario Business Awards at an estimated cost to the City of \$545.

Carried

6.2 Second Quarter Financial Report – June 30, 2018

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Audits and Capital Planning dated 2018 08 13 concerning Second Quarter Financial Report to June 30, 2018 be received as information.

Carried

6.3 RFP – Utility Upgrades – Fort Creek Aqueduct Reconstruction

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the report of the Manager of Purchasing dated 2018 08 13 be received and that the proposal submitted by Union Gas Ltd. to share the cost of gas main relocation on a sole source basis at a net cost to the City of \$31,615 be approved.

Carried

6.4 Canadian Bushplane Heritage and Forest Fire Education Centre Economic Development Fund Agreement

The report of the Deputy CAO, Community Development and Enterprise Services was received by Council.

The relevant By-law 2018-177 is listed under item 11 of the Minutes.

6.5 Industrial Technology Benefits (ITB) Capacity Building Program – Economic Development Fund Request

A report of the Deputy CAO, Community Development and Enterprise Services was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received and the request for funding from the SSM Economic Development Corporation for the Industrial Technology Benefits (ITB) Capacity Building Program project in the amount of \$50,000 from the Economic Development Fund be approved.

Carried

6.6 Historic Sault Ste. Marie Métis Council EDF Application

The report of the Deputy CAO, Community Development and Enterprise Services was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received and the request for funding from the Historic Sault Ste. Marie Métis Council in the amount of \$30,000 from the Economic Development Fund to renovate and repurpose three buildings located at 134 John St., 136 John St., and 138 John St., to create a new, accessible and financially self-sustaining Métis Cultural Centre be approved.

Carried

6.7 John Rhodes Community Centre Restaurant

The report of the Director, Community Services, Community Development and Enterprise Services was received by Council.

The relevant By-law 2018-179 is listed under item 11 of the Minutes.

6.8 Plaque Commemorating Algoma Central Engine House National Historic Site

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

The relevant By-law 2018-167 is listed under item 11 of the Minutes.

6.9 Renewal of Agreement – Sault Ste. Marie Museum

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

The relevant By-law 2018-175 is listed under item 11 of the Minutes.

6.10 Municipal By-Law Enforcement Officers

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

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

The relevant By-law 2018-174 is listed under item 11 of the Minutes.

6.11 Rental Housing Incentive Program – 10

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Planning and Enterprise Services dated 2018 08 13 concerning the Rental Housing Incentive Program be received and that a three year incremental tax rebate program (75%, 50%, 25%) for 16 rental units to be constructed at 188 Kohler Street subject to:

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

Carried

6.12 Rental Housing Incentive Program – Two Year Extension

The report of the Planning Director was received by Council.

The relevant By-law 2018-176 is listed under item 11 of the Minutes.

6.13 Downtown Development Update – August 2018

The report of the Planning Director was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Planning Director dated 2018 08 13 concerning Downtown Development Update be received as information.

Carried

6.14 Shape the Sault Update

The report of the Senior Planner was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the Report of the Senior Planner dated 2018 08 13 concerning Shape the Sault update and second unit housing regulations be received as information.

Carried

6.15 Ontario Municipal Commuter Cycling Funding - Implementation

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

The report of the Senior Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the Senior Planner, dated 2018 08 13 concerning the Ontario Municipal Commuter Cycling Funding – Implementation, be received, and that Council authorize staff to proceed with the necessary work required to implement the priority cycling routes and the James Street/Machine Shop spoke, as recommended in this report.

Carried

6.16 2019 Connecting Link Funding Application – Black Road

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Engineering dated 2018 08 13 concerning the widening of Black Road from McNabb Street to Second Line be received and that the project be designated as the candidate for the City's 2019 Connecting Link funding application.

Carried

6.17 Huron Street Pump Station Engineering Agreement

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

The relevant By-law 2018-134 is listed under item 11 of the Minutes.

6.18 Bloor Street West Exits

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the Design and Construction Engineer dated 2018 08 13 be received and that when Bloor Street between Patrick Street and Lyons Avenue is reconstructed, bi-directional traffic be restored.

Carried

6.19 Acquisition of 604 Shannon Road

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

The relevant By-law 2018-170 is listed under item 11 of the Minutes.

6.21 Sale of Surplus Property – 236 Prentice Avenue

Councillor O. Grandinetti declared a conflict on this item. (Owner of abutting property)

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

The relevant By-law 2018-169 is listed under item 11 of the Minutes.

6.22 Lane Assumption, Closing and Conveyance – Sault Ste. Marie Park Subdivision

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

The relevant By-laws 2018-165 and 2018-166 are listed under item 11 of the Minutes.

6.23 Lease Agreement for 363 Wellington Street West

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

The relevant By-law 2018-178 is listed under item 11 of the Minutes.

6.20 Sale of 13 Salisbury Avenue – Former Maycourt Children's Centre

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

The relevant By-law 2018-168 is listed under item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.1.1 Update – Municipal Transient Accommodation Tax

The report of the CAO was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the Corporation of the City of Sault Ste. Marie implement a municipal transient accommodation tax effective January 1, 2019 consistent with the requirements prescribed under O Reg. 435/17 Transient Accommodation Tax; and

Further that the Chief Administrative Officer, Chief Financial Officer/Treasurer, Deputy CAO - Community Development and Enterprise Services and SSMEDC Executive Director develop the framework to administer and implement the tax; and

Further that an Advisory Committee consisting of City staff, SSMEDC staff and representatives from the accommodation partners report back for Council approval prior to actual allocation of the tax revenue in 2019 with a revised City/SSMEDC MOU to reflect the use of the tax revenue for promotion of tourism including product development; and,

Further that the revised City/SSMEDC MOU include a provision for affected short term accommodation stakeholders to have input on use of the funds to promote tourism.

Carried

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 GFL Memorial Gardens Private Management

The report of the Director of Community Services, Community Development and Enterprise Services was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the report of the Director, Community Services, Community Development & Enterprise Services dated 2018 08 13 be received and the recommendation to continue to operate the GFL Memorial Gardens by City staff be approved.

Recorded	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		

Councillor S. Myers	X		
Councillor S. Hollingsworth	X		
Councillor J. Hupponen	X		
Councillor L. Turco	X		
Councillor M. Shoemaker	X		
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich	X		
Councillor O. Grandinetti	X		
Results	9	3	1

Carried

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

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

8.1 Notice of Motion – Reconsideration – Great Northern Road/Second Line Traffic Studies

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

Moved by: Councillor M. Bruni

Seconded by: Councillor J. Hupponen

Whereas by Council resolution passed on 2018 07 16 City Council approved a recommendation not to proceed with a proposed boulevard trail on the south side of Second Line between Great Northern Road and Old Garden River Road, but to construct a concrete sidewalk instead,

Now Therefore Be It Resolved that the resolution be reconsidered.

Carried

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the provisions of procedure by-law 2013-100 requiring that a motion to reconsider shall be preceded by a Notice of Motion be suspended.

TwoThirdsPresent	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		
Councillor S. Myers	X		
Councillor S. Hollingsworth	X		
Councillor J. Hupponen	X		
Councillor L. Turco	X		
Councillor M. Shoemaker	(conflicted)		
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich			X
Councillor O. Grandinetti	X		
Results	11	0	1

Carried

Moved by: Councillor R. Niro

Seconded by: Councillor P. Christian

Resolved that the report of the Design and Construction Engineer dated 2018 07 16 concerning the Great Northern Road/Second Line Traffic Studies be received and that the recommendations be used for planning future traffic improvements with the exception of construction of a concrete sidewalk on the south side of Second Line between Old Garden River Road and Great Northern Road; that the proposed construction of the said sidewalk be postponed and referred back to appropriate staff; further that staff report back on 2018 09 10 concerning the impact of construction of a 6-foot to 8-foot paved walkway instead of a concrete sidewalk.

Carried

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that all By-laws under item 11 of the Agenda under date 2018 08 13 save and except By-law 2018-168 be approved.

Carried

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

11.1.1 By-law 2018-134 (Agreement) Huron Street Pump Station

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-134 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for engineering services for the Huron Street Pump Station be passed in open Council this 13th day of August, 2018.

Carried

11.1.2 By-law 2018-135 (Traffic) Amend By-law 77-200

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-135 being a by-law to amend Schedules "A", "B", "F", "G", "J" and "K" of Traffic By-law 77-200 be passed in open Council this 13th day of August, 2018.

Carried

11.1.3 By-law 2018-165 (Lane Assumption) Sault Ste. Marie Park Subdivision

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-165 being a by-law to assume for public use and establish as a public lane, the lane more particularly described as PIN 31587-0269 (LT) LANE PL 7602 KORAH W OF PT 1,5 1R6799; SAULT STE. MARIE, Sault Ste. Marie Park Subdivision be passed in open Council this 13th day of August, 2018.

Carried

11.1.4 By-law 2018-167 (Agreement) Parks Canada Agency – ACR Plaque

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-167 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency for a bronze plaque and plaque stand commemorating the Algoma Central Engine House National Historic Site to be placed on City property known as the Carmen's Way Road Allowance be passed in open Council this 13th day of August, 2018.

Carried

11.1.6 By-law 2018-169 (Property Sale) 236 Prentice Avenue

Councillor O. Grandinetti declared a conflict on this item. (Owner of abutting property)

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-169 being a by-law to authorize the sale of surplus property being civic 236 Prentice Avenue, legally described in PIN 31594-0081 (LT) to Pasquale Lento be passed in open Council this 13th day of August, 2018.

Carried

11.1.7 By-law 2018-170 (Property Acquisition) 604 Shannon Road

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-170 being a by-law to authorize the acquisition of property located at civic 604 Shannon Road (Trans-Pro Investments Limited/Quality Transport Investments Limited be passed in open Council this 13th day of August, 2018.

Carried

11.1.8 By-law 2018-171 (Agreement) Huron Superior Catholic District School Board

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-171 being a by-law to authorize the execution of the Agreement between the City and Huron-Superior Catholic District School Board for the bulk purchase of ice and classroom time be passed in open Council this 13th day of August, 2018.

Carried

11.1.9 By-law 2018-172 (Zoning) 188 Kohler Street (1890685 Ontario Inc.)

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-172 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 188 Kohler Street (1890685 Ontario Inc.) be passed in open Council this 13th day of August, 2018.

Carried

11.1.10 By-law 2018-173 (Development Control) 188 Kohler Street (1890685 Ontario Inc.)

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-173 being a by-law to designate the lands located at 188 Kohler Street an area of site plan control (1890685 Ontario Inc.) be passed in open Council this 13th day of August, 2018.

Carried

11.1.11 By-law 2018-174 (Parking) Municipal By-law Enforcement Officers

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-174 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 13th day of August, 2018.

Carried

11.1.12 By-law 2018-175 (Agreement) Sault Ste. Marie Museum

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-175 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society for the maintenance and operation of the Sault Ste. Marie Museum commencing on August 13, 2018, and terminating on August 12, 2028, be passed in open Council this 13th day of August.

Carried

11.1.13 By-law 2018-176 (Planning) Rental Housing Community Improvement Plan Extension

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-176 being a by-law to extend the Rental Housing Community Improvement Plan for an additional two years be passed in open Council this 13th day of August, 2018.

Carried

11.1.14 By-law 2018-177 (Agreement) Canadian Bushplane EDF

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-177 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre for the City's EDF contribution to the renovation project be passed in open Council this 13th day of August, 2018.

Carried

11.1.15 By-law 2018-178 (Agreement) 363 Wellington Street West

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-178 being a by-law to authorize the execution of the Agreement between the City and Mr. Kevin Belsito to lease the property of the City at 363 Wellington Street West, being part of PIN 31572-0242 (LT) for the purpose of parking be passed in open Council this 13th day of August, 2018.

Carried

11.1.16 By-law 2018-179 (Agreement) Icebreakers Sports Bar and Grill

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-179 being a by-law to authorize the execution of a lease agreement between the City and Jody Wilson carrying on business as Icebreakers Sports Bar and Grill for the operation of a restaurant/lounge at the John Rhodes Community Centre be passed in open Council this 13th day of August, 2018.

Carried

11.1.5 By-law 2018-168 (Property Sale) 13 Salisbury Avenue

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-168 being a by-law to authorize the sale of surplus property being civic 13 Salisbury Avenue, legally described in PIN 31548-0127 (LT) to The Lighthouse First Nations Church (Wendell Graber) and to repeal By-law 2017-58.

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 2018-166 (Lane Closing) Sault Ste. Marie Park Subdivision

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2018-166 being a by-law to stop up, close and authorize the conveyance of a portion of a lane in the Sault Ste. Marie Park Subdivision, Plan 7602 be read a FIRST and SECOND time in open Council this 13th day of August, 2018.

Carried

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

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

13. Closed Session

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss an issue under the *Companies' Creditors Arrangement Act*; further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same matter(s) without the need for a further authorizing resolution.

Municipal Act R.S.O. 2002, section 239 (2)(f) advice that is subject to solicitor/client privilege

Carried

14. Adjournment

Moved by: Councillor S. Myers

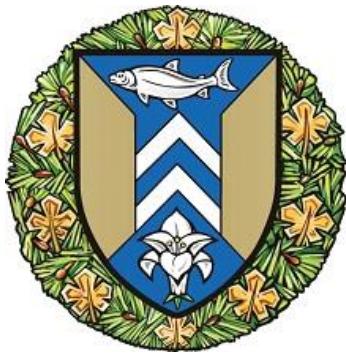
Seconded by: Councillor F. Fata

Resolved that this Council now adjourn.

Carried

Mayor

Deputy City Clerk



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

Monday, August 20, 2018
4:30 pm
Council Chambers
Civic Centre

Present: Mayor C. Provenzano, Councillor P. Christian, Councillor S. Hollingsworth, Councillor J. Hupponen, Councillor M. Shoemaker, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor O. Grandinetti
Absent: Councillor S. Butland, Councillor S. Myers, Councillor L. Turco, Councillor R. Niro
Officials: A. Horsman, R. Tyczinski, L. Girardi, M. Borowicz-Sibenik, P. Milosevich, S. Schell, P. Niro, D. McConnell, F. Coccimiglio, B. Lamming, T. Vecchio, R. Madonna

1. Approve Agenda as Presented

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor F. Fata

Resolved that the Agenda for the 2018 08 20 Special City Council Meeting as presented be approved.

Carried

2. Declaration of Pecuniary Interest

2.1 Councillor M. Shoemaker – Essar Steel Algoma Inc. – CCAA Proceedings

One of the parties to the proceeding is a client of law firm.

2.2 Councillor J. Krmpotich – Essar Steel Algoma Inc. – CCAA Proceedings

Employee of Essar Steel Algoma Inc.

2.3 Councillor O. Grandinetti – Essar Steel Algoma Inc. – CCAA Proceedings

Employee of Essar Steel Algoma Inc.

3. Essar Steel Algoma Inc. – CCAA Proceedings

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

Councillor J. Krmpotich declared a conflict on this item. (Employee of Essar Steel Algoma Inc.)

Councillor O. Grandinetti declared a conflict on this item. (Employee of Essar Steel Algoma Inc.)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that By-law 2018-180 being a by-law to authorize the execution of the Property Tax Agreement between the City and Algoma Steel Inc. (formerly 1076318 B.C. LTD.) for property taxes for Wallace Terrace (Roll No. 5761 060 001 00100) be passed in open Council this 20th day of August, 2018.

Carried

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that By-law 2018-181 being a by-law to authorize the execution of the Assessment Review Board Minutes of Settlement for Assessments Made Under Section 36 of the *Assessment Act* between the City, Municipal Property Assessment Corporation and Essar Steel Algoma Inc. regarding Wallace Terrace (Roll No. 5761 060 001 00100) be passed in open Council this 20th day of August, 2018.

Carried

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that By-law 2018-182 being a by-law to authorize the execution of the Assessment Agreement between the City, Municipal Property Assessment Corporation, Essar Steel Algoma Inc. and Algoma Steel Inc. (formerly 1076318 B.C. LTD.) regarding Wallace Terrace

August 20, 2018 Special Council Minutes

(Roll No. 5761 060 001 00100) for the 2014 to 2020 Taxation Years be passed in open Council this 20th day of August, 2018.

Carried

4. Adjournment

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that this Council shall now adjourn.

Carried

Mayor

Deputy City Clerk

High Enforcement Action Team

H.E.A.T.

Commenced 2nd July 2018

Concludes 30th September 2018

Key Notes

H.E.A.T.

- “To proactively arrest and charge those persons found to be involved in the use, abuse and trafficking of psychoactive drugs through high enforcement and community collaboration.”
- Integrate front line patrol officers with officers from the special units (Drugs, BEAR, Intelligence, Crime Suppression)
- Work as a Team, Senior Officers taking lead – sharing knowledge with front line officers to address the shift from reactive to proactive practices.
- Patrol Officers to take these proactive practices and mentality back with them on the completion of project.

STATS

- First 5 weeks into the initiative yielded the following;

<i>Provincial Charges</i>	<i>Arrest</i>	<i>New Criminal Code Charges</i>	<i>Outstanding Warrants</i>	<i>Search Warrant</i>	<i>Drug Seized/Amount</i>
					<i>In grams unless stated</i>
52	75	136	35	3	<ul style="list-style-type: none">• Fentanyl/39.25• Crystal Meth/34.27• Heroin/21.73• Cocaine/123.06• Meth Tabs/1927• Weed/15.10• Psilocybin/4.97

Highlights

- A traffic stop which resulted in \$3,500.00 of illicit drugs being seized, included; fentanyl, crack cocaine, crystal meth and weed. Two individuals were identified as being directly involved in the illicit drug subculture and investigations continue surrounding these individuals possibly being involved in break/enters and theft of firearms.
- A search warrant was executed which resulted in the seizure of \$10,000.00 worth of illicit street drugs, including heroin, cocaine and crack cocaine. The location was clearly established as a location of illicit drug use and sales.
- We typically have approx. 100 individuals arrested and charged per month however for the month of July that increased to 154 which can be directly related to the activities associated to HEAT.

Extended Project – End of September

- Due to the success and positive community feedback the project was extended.
- Initially was set for 8 weeks, extending another 4 weeks concluding at the end of September.
- Some challenges we faced;
 - Demand of a 3- 3 shift and maintaining patrol requirements.
 - Continuing their regular duties, while being assigned to a special project.
 - “catch and release” issues allowing accused persons to be released on bail and involved in subsequent, similar criminality

Stats to Date – 05Sep18

<i>Provincial Offences</i>	<i>Arrest</i>	<i>Criminal Code Charges</i>	<i>Arrest Warrants</i>	<i>Search Warrants</i>	<i>Drug Seized/Amount (in grams)</i>	<i>Guns Seized</i>
77	112	188	52	5	<ul style="list-style-type: none">• Fentanyl/39.25• Crystal Meth/35.33• Heroin/21.73• Cocaine/128.14 g• Meth Tabs/1927• Weed/15.10	5

Moving Forward

- **Community Oriented Response and Enforcement Team (C.O.R.E.)** will commence in October
- 2 officers to work in a proactive fashion to address community concerns.
- Assist front line patrol officers who are reactive and responding to incidents
- Identify patterns of crime and be proactive in addressing and developing strategies to solve it.

Challenges to Public Safety

- Arrests and charges have doubled from Jul 17 to Jul 18
- Break and enters occurrences have doubled from 147 Jul Aug 17 - to 258 same time this year
- Theft from autos remain constant.
- Accused persons are being released to commit further crime in the community
- Intend to work with CJS partners to resolve this issue

Rotary
Club of Sault Ste. Marie
P.O. BOX 272
Sault Ste Marie ON P6A 5L8



Christian Provenzano and Council
Corporation of the City of Sault Ste. Marie
99 Foster Dr
Sault Ste. Marie, ON
P6A5N1

August 22, 2018

Dear Christian,

100 years of community service in Sault Ste. Marie – so much and so many reasons to celebrate! For 100 years, the Rotary Club of Sault Ste. Marie has fostered service, leadership, and good works in our community. Founded in 1918, our mandate to support children with physical disabilities has been the heart behind the hard work of hundreds of Rotarians spanning generations.

We invest in the Sault's youth through Rotary Youth Exchange, Rotary Science Fair Algoma, Rotary Sports Awards Dinner, scholarships, local projects such as the Rotary Adventure Playground, and partnerships with Easter Seals Ontario and THRIVE. Every year, we enjoy hosting tens of thousands of people at our community-building events, including ROTARYFEST, The Sault's Summer Festival!

It is only because of dedicated Rotarians, tireless volunteers, and our extremely generous community that the Rotary Club of Sault Ste. Marie has had the privilege to give back millions of dollars and touch countless lives.

While we as a club create and produce ROTARYFEST, volunteers, members and our sponsors are in truth the catalysts for the many festival successes. Your belief in ROTARYFEST continues to fuel the club's efforts to shape and grow this festival, and ensures that our community has a family activity to which to look forward each summer. We hope to have your involvement for years to come.

Thank you for the support of the parade and event in general by Council and City staff. We particularly appreciated the work on our behalf by Margaret Hazelton and Enzo Tridico. We sincerely appreciate your contribution and we invite you to be a part of next year's celebration.

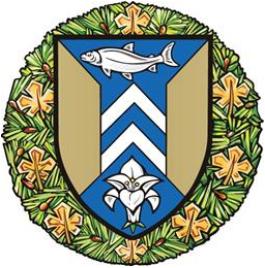
And thank you for being part of our first 100 years of service.

Yours in Service,

Paul Walz
ROTARYFEST 2018 Chair

RECEIVED
AUG 27 2018

MAYOR'S OFFICE



The Corporation of the City of Sault Ste. Marie

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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Event Security Services – GFL Memorial Gardens & Various Community Centres

PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of Event Security Services for the City of Sault Ste. Marie for the three (3) year period commencing November 1, 2018, as required by Community Services, mainly for security at the GFL Memorial Gardens and various Community Centres. Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on July 20, 2018.

ANALYSIS

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

KC Security Services, Sault Ste. Marie, ON
Neptune Security Services, Mississauga, ON
NORPRO Company, Sault Ste. Marie, ON
North East Regional Security Services, Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from Community Services and the Purchasing Division-Finance Department.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is North East Regional Security Services. North East Regional Security Services presently provides these services to the City.

FINANCIAL IMPLICATIONS

Based on the estimated requirements for Event Security Services that will be required, the cost for these services, as proposed by North East Regional Security Services, will be approximately \$119,500.00 plus HST for the first year. Sufficient funds have been budgeted within various Community Services accounts. Firm pricing schedules have been provided for the three years of the contract, plus extension for two additional years by mutual consent.

STRATEGIC PLAN / POLICY IMPACT

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

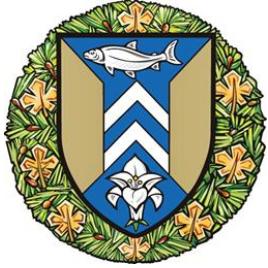
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 09 10 be received and the recommendation that the proposal submitted by North East Regional Security Services to provide Event Security Services, as required by Community Services, be approved. The contract will commence November 1, 2018, and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

Respectfully submitted,



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



The Corporation of the City of Sault Ste. Marie

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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Self Contained Breathing Apparatus (SCBA) Equipment (2018FIR-04-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tender received for the supply and delivery of Self Contained Breathing Apparatus (SCBA) Equipment, as required by Fire Services. 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 August 23, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

The tender received has been thoroughly evaluated and reviewed with the Fire Chief and the Deputy Fire Chief – Operations, and the low tendered price, meeting specifications, has been identified on the attached summary.

FINANCIAL IMPLICATIONS

The low tendered price for this equipment is \$496,524.54 including non-rebatable HST.

Council approved the allocation of \$500,000 during 2018 Budget deliberations for the procurement of this equipment. This allocation supports the purchase at the tendered pricing.

STRATEGIC PLAN / POLICY IMPACT

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

Self Contained Breathing Apparatus (SCBA) Equipment

2018 09 10

Page 2

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 09 10 be received and the recommendation that the tender for the supply and delivery of Self Contained Breathing Apparatus (SCBA) Equipment, as required by Fire Services, be awarded to A.J. Stone Company Ltd. at their total tendered price of \$487,936.85 plus HST, be approved.

Respectfully submitted,



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

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: August 23, 2018
File: 2018FIR-04-T

**SUMMARY OF TENDERS
SELF-CONTAINED BREATHING APPARATUS**

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price (HST extra)</u>	<u>Remarks</u>
A.J. Stone Company Ltd. Vaughan, ON	MSA G1	40-60 w/days	15 Years Major Components	\$487,936.85	Meets Specifications

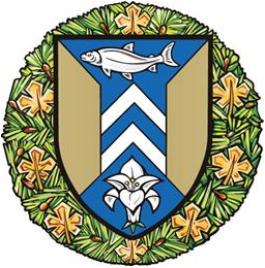
Note: The low tendered price, meeting specifications, is boxed above.

Although only one tender was received, it is deemed to be fair and equitable.

The total cost to the City will be \$496,524.54 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price, submitted by A.J. Stone Company Ltd., be accepted.

Tim Gowans
Manager of Purchasing



The Corporation of the City of Sault Ste. Marie

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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Two (2) 64,000 GVW Trucks w/Garbage Packer Body & Automated Arm (2018PWE-PWT-38-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Two (2) 64,000 GVW Trucks with Garbage Packer Body and Automated Arm as required by the Public Works & Transportation 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 August 27, 2018 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Manager of Buildings & Equipment Maintenance - PWT, and the low tendered price for two (2), meeting specifications, has been identified on the attached summary.

FINANCIAL IMPLICATIONS

The low tendered price for this equipment is \$593,227.42 including non-rebatable HST.

Council approved the allocation of \$700,000 from the Public Works Equipment Reserve at the July 16, 2018 Council meeting for the procurement of this equipment. This allocation supports the purchase at the tendered pricing.

STRATEGIC PLAN / POLICY IMPACT

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

Two (2) 64,000 GVW Trucks w/Garbage Packer Body & Automated Arm

2018 09 10

Page 2

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2018 09 10 be received and the recommendation that the tender for the supply and delivery of Two (2) 64,000 GVW Trucks with Garbage Packer Body and Automated Arm, as required by the Public Works & Transportation Department, be awarded to Tru-Nor Truck Centres at their total tendered price of \$582,967.20 plus HST for two (2), be approved.

Respectfully submitted,



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

**SUMMARY OF TENDERS
TWO (2) 64,000 GVW TRUCKS W/ GARBAGE PACKER BODY & AUTOMATED ARM**

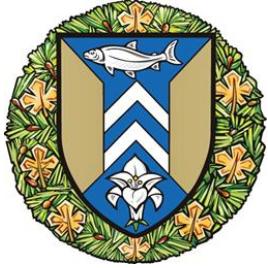
<u>Firm</u>	<u>Opt.</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price For Two (HST extra)</u>	<u>Remarks</u>
FST Canada Inc. (o/a Joe Johnson Equip.) Innisfil, ON		2020 Freightliner 108 SD Labrie Expert 2000 Equipment Pkg	270 - 300 w/days	2 yr/unlimited Basic 1 year - Equip. Pkg.	\$674,055.06	Meets specifications.
SHU-PAK Equipment Inc. Cambridge, ON	1	2020 Freightliner 108 SD Shu-Pak PK Flex (31+4) Equipment Pkg	130 w/days	2 yr/unlimited Basic 1 year - Equip. Pkg.	\$619,200.00	Meets specifications.
	2	2019 International HV607 Shu-Pak PK Flex (31+4) Equipment Pkg	130 w/days	1 yr/unlimited Basic 1 year - Equip. Pkg.	\$647,200.00	Meets specifications.
Tru-Nor Truck Centres Sault Ste. Marie, ON		2019 International HV607 Labrie Expert 2000 Equipment Pkg	150 w/days	1 yr/unlimited Basic 1 year - Equip. Pkg.	\$582,967.20	Meets specifications.

Note: The low tendered price, meeting specifications, is boxed above.

The total cost to the City will be \$593,227.42 including the non-refundable portion of the HST.

It is my recommendation that the tendered price for two, submitted by Tru-Nor Truck Centres, 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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Property Tax Appeals

PURPOSE

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

BACKGROUND

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

ANALYSIS

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

FINANCIAL IMPLICATIONS

There is an annual budget allocation for tax write-offs. The decreased revenue of \$67,879.22 can be accommodated within the existing budget allocation.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Accounting & City Tax Collector dated 2018 09 10 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the Municipal Act be approved.

Property Tax Appeals

2018 09 10

Page 2.

Respectfully submitted,

Christine Pascall, CPA, CA
Manager of Accounting and City
Tax Collector
705.759 5276
c.pascall@cityssm.on.ca

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

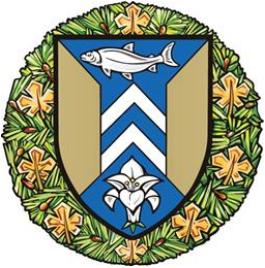
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS

DATE: 2018 09 10
PAGE: 1 of 1

PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	TAXE	INTEREST	TOTAL
2014							
040-021-110	00040 Queen Street East	2224963 Ontario Inc.	CT/RT	F	14-036	1,066.76	3.19 1,069.95
2015							
040-021-110	00040 Queen Street East	2224963 Ontario Inc.	CT/RT	F	15-058	1,134.54	7.67 1,142.21
2016							
040-021-110	00040 Queen Street East	2224963 Ontario Inc.	CT/RT	F	16-063	1,205.93	14.21 1,220.14
050-050-023-02	00460 Moss Road	Bitonti Frank John	RT	F	16-064	201.38	201.38
2017							
020-028-050	00410 Pim Street	Canadian Motor Hotel Inc.	CT	G	17-062	2,474.23	2,474.23
040-021-110	00040 Queen Street East	2224963 Ontario Inc.	CT/RT	F	17-063	1,251.36	33.42 1,284.78
040-031-107-03	00075 Huron Street	Algoma Conservatory of Music	E	C	17-064	Confirmed	
050-050-023-02	00460 Moss Road	Bitonti Frank John	RT	F	17-065	206.53	206.53
2018							
010-001-081-90	00280 Elizabeth Street	Sault Ste. Marie City	CT	C	18-022	11,305.51	424.42 11,729.93
020-018-041	00160 Church Street	Savino Stella	RT	D (i)	18-023	Confirmed	
020-028-050	00410 Pim Street	Canadian Motor Hotel Inc.	CT	G	18-024	6,572.02	6,572.02
020-029-030-02	00000 Blake Street	Sault Ste. Marie City	RT	C	18-025	1,231.91	58.12 1,290.03
020-042-064	00518 Queen Street East	Peter Stone Holdings Ltd.	CT	A	18-026	681.07	0.06 681.13
020-042-065	00514 Queen Street East	Peter Stone Holdings Ltd.	CT	A	18-027	3,637.27	0.25 3,637.52
020-042-134	00030 King Street	Weeks Leslie J.	CT	D	18-028	2,614.85	130.15 2,745.00
020-042-147-03	00451 Queen Street East	920809 Ontario Inc.	CT/DT	B	18-029	14,263.82	507.89 14,771.71
020-042-157	00523 Queen Street East	Peter Stone Holdings Ltd.	CT	A	18-030	1,071.36	0.10 1,071.46
020-042-200	00079 Brock Street	Stone Peter George	CT	A	18-031	2,009.66	2,009.66
030-002-032-00-02	00092 Manitou Drive	Colin's Haulage Inc.	CT	A	18-032	6,389.71	159.75 6,549.46
030-035-042-02	00000 Chapple Avenue	Sault Ste. Marie City	RT	C	18-033	39.15	1.20 40.35
030-086-012	01080 Third Line East	Tanninen Heidi Maureen	RT	D (i)	18-034	2,147.89	2,147.89
030-095-053-07	00553 Case Road	Smale Maxine Beatrice	RT	B	18-035	1,047.02	3.30 1,050.32
040-021-110	00040 Queen Street East	2224963 Ontario Inc.	CT/RT	E	18-036	1,031.32	36.73 1,068.05
050-013-168	00312 Korah Road	Viau Joanne Jocelyne	CT/RT	A	18-037	1,293.43	38.31 1,331.74
050-031-042	00222 St. Patrick Street	Goldie James Howard	RT	D (ii)	18-038	Confirmed	
050-050-023-02	00460 Moss Road	Bitonti Frank John	RT	F	18-039	207.14	207.14
050-050-047	01126 Goulais Avenue	Eddy Kayla Lynn	Wilson Gary Shawn	CT	A	18-040	1,871.28 1,871.28
060-002-081	00242 Letcher Street	Thibodeau Richard	Thibodeau Lori	RT	D (i)	18-041	843.21 843.21
060-010-062-12	00000 Connaught Avenue	Sault Ste. Marie City	RT	C	18-042	638.22	23.88 662.10

- (A) Ceased to be liable to be taxed at rate it was taxed
- (B) Vacant or excess land
- (C) Became exempt
- (D) (i) Razed by fire, demolition or otherwise

- (D)(ii) Damaged by fire, demolition or otherwise (substantially unusable)
- (E) Mobile unit removed
- (F) Gross or manifest clerical error
- (G) Repairs/Renovations preventing normal use (minimum of 3 months)



The Corporation of the City of Sault Ste. Marie

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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Tax Sale Extension Agreement

PURPOSE

Staff is seeking Council approval of a Tax Sale Extension Agreement between the City of Sault Ste. Marie and the owner of the property at 780 Third Line West; Roll Number 060-052-192.

BACKGROUND

A tax arrears certificate was registered on this property on September 11, 2017 requiring payment of the cancellation price prior to October 24, 2018 to avoid tax sale. The cancellation price includes all outstanding taxes, interest and other costs. The owner of the property has requested that the City enter into a tax sale extension agreement for this property.

ANALYSIS

Under Section 378 of the Municipal Act, 2001 the City may, by by-law authorize an extension agreement after registration of a tax arrears certificate and before the expiry date of the one-year redemption period. The by-law sets out the timeframe in which payments are to be made to satisfy this agreement. The agreement does provide a provision whereby tax sale procedures will commence from the date of default, should the payment plan not be honoured. The owner has agreed to the terms of the agreement subject to Council approval.

FINANCIAL IMPLICATIONS

The total amount to be paid by the taxpayer under the tax arrears extension agreement is \$23,000, representing all amounts owing to the City related to this property.

STRATEGIC PLAN / POLICY IMPACT

Not applicable

Tax Sale Extension Agreement

2018 09 10

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RECOMMENDATION

It is therefore recommended that Council take the following action:

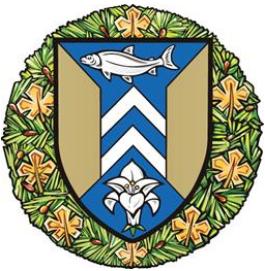
Resolved that the report of the Manager of Accounting & City Tax Collector dated 2018 09 10 concerning a Tax Sale Extension Agreement be received and that the Tax Sale Extension Agreement between the City of Sault Ste. Marie and the owner of 780 Third Line West be approved.

The relevant By-law 2018-190 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Christine Pascall, CPA, CA
Manager of Accounting and City
Tax Collector
705.759.5276
c.pascall@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, Deputy City Clerk

DEPARTMENT: Corporate Services

RE: Municipal Election 2018

PURPOSE

This is an information report to Council concerning the 2018 municipal election.

BACKGROUND

In the past, a by-law was required to set Advance Vote days for a municipal election. The *Municipal Elections Act* has been amended to provide that the Clerk establish dates, times and locations of advance votes.

This report provides information concerning advance vote dates and other initiatives.

ANALYSIS

Advance Voting

Advance voting will take place at the Civic Civic Centre, 99 Foster Drive on:

Saturday, October 6 – 10 – 6 p.m.

Wednesday, October 10 – 10 – 8 p.m.

Saturday, October 13 – 10 – 6 p.m.

Voting from Home

We are piloting a new initiative in 2018 to allow voters who are unable to attend a voting place due to a disability to vote from home. Voters will be required to pre-register. Home voting will occur during the week of October 15.

Amendments to Voters List

Also new for 2018 is a tool on the City website which allows voters to check to see that they are on the Voters List. They are able to apply to be added to the List online (having concurrently uploaded their identification) or to amend their information.

Municipal Election 2018t

2018 09 10

Page 2.

FINANCIAL IMPLICATIONS

The costs associated with these initiatives are funded through the 2018 municipal election budget.

STRATEGIC PLAN / POLICY IMPACT

Municipal elections are not specifically articulated in the corporate Strategic Plan, however, these initiatives align with the delivering excellent customer service strategic direction.

RECOMMENDATION

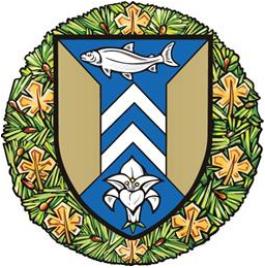
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2018 09 10 concerning Municipal Election 2018 be received as information.

Respectfully submitted,



Rachel Tyczinski
Deputy City Clerk and
Manager of Quality Improvement
705.759.5388
r.tyczinski@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, Deputy City Clerk

DEPARTMENT: Corporate Services

RE: LopLops – Request for Municipally Significant Event

PURPOSE

This report deals with a request from LopLops for a concert event to be declared a municipally significant event.

BACKGROUND

Attached is a request from LopLops for a municipal resolution declaring their Oktoberfest event at the Canadian Bush Plane Heritage Centre a municipally significant event for the purpose of obtaining a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario (AGCO).

ANALYSIS

A Special Occasion Permit is required any time alcohol is offered for sale or served anywhere other than a licenced establishment or a private place, per the regulations of the AGCO. Information from the AGCO concerning Special Occasion Permits and the need for a municipally significant event is attached to this report.

It is Staff's understanding that LopLops is not permitted under AGCO regulations to both cater and sell tickets for the event.

FINANCIAL IMPLICATIONS

There is no financial impact associated with this request.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not linked to the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2018 09 10 concerning LopLops request for municipally significant event be received and that Council

LopLops Request for Municipally Significant Event

2018 09 10

Page 2.

has no objection to the Oktoberfest event being held at the Canadian Bushplane Heritage Centre on October 13, 2018 being declared a municipally significant event.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. Tyczinski".

Deputy City Clerk
705.759.5388
r.tyczinski@cityssm.on.ca

Rachel Tyczinski

From: stephen alexander <loplops01@gmail.com>
Sent: Thursday, August 30, 2018 8:42 PM
To: Rachel Tyczinski
Subject: Loplops

Hi Rachel,

This is Steve Alexander from loplops.

I have emailed Malcolm a couple of times but I understand that there is a lot going on right now so Mike Collins (liquor inspector) suggested reaching out to you.

I put on an event called Oktoberfest at the bushplane museum, it is going into its 4th year and we get people from Sudbury and Sault Michigan coming up for it.

AGCO licensing does not allow me to cater the event AND sell tickets for the event. Mike suggested a public "special occasions permit" but in order to do that we would need to be classified as a "municipally significant event". This is what Erik Nelson did for the Nelly concert.

Usually we have tickets out already but this has created a roadblock - it is only 6 weeks out. Everything is booked and in place including the out of town band, but I can't move forward until I know which avenue we need to take with ticket sales.

If you could get back to me and let me know what I need to do that would be amazing.

Steve Alexander
Loplops

Sent from my iPhone



Were you able to easily find the information you came for today?

Yes No

[HOME](#) ▶ [ALCOHOL](#)

What is a Public Event?

Public Events

Public Events may be held for events of significance and/or to raise funds for charitable purposes and objects that benefit the public-at-large (i.e. advancement of education, religion, relief of poverty, charitable purposes benefiting the community).

Public Event permits can be issued:

- To registered charities
- To non-profit organizations whose object is to promote charitable, educational, religious or community objects, or
- For events of municipal, provincial, national or international significance.

An event of municipal significance requires a designation by the municipality in which the event will take place. Applications must be accompanied by either a municipal resolution or a letter from a delegated municipal official designating the event as municipally significant.

In order to be recognized as an event of provincial, national or international significance, it must be designated as such by the AGCO.

Public events may be advertised to the public.

Alcohol may be sold at a profit (to allow for fundraising).

Classes of SOPs

There are two classes of SOPs available:

Sale: A Sale SOP is issued when money is collected for the sale of alcohol either directly or indirectly. This could be through, for example, an admission charge to the event, when tickets for alcohol are sold to people attending the event, or when there is any pre-collection of money for the alcohol. The application fee for a Sale Permit is \$75.00, for up to three consecutive days.

No Sale: A No Sale SOP is issued when alcohol is served without charge or when there is no money collected for alcohol – either directly or indirectly – from guests.

The application fee for a No Sale Permit is \$25.00 per day.



AGCO

Alcohol and Gaming
Commission of Ontario

Responsible Service Tip Sheet: Special Occasion Permits – **PUBLIC EVENTS**

INFORMATION SHEET FROM THE ALCOHOL AND GAMING COMMISSION OF ONTARIO



WHAT IS A SPECIAL OCCASION PERMIT?

A Special Occasion Permit (SOP) is required *any time* alcohol is offered for sale, served or consumed anywhere other than in a licensed establishment or a private place (for example, a corporate boardroom or a residence). SOPs are for occasional, special events only, and not for personal profit or running an ongoing business. There are three types of occasions for which a SOP may be issued: Private Events, Public Events and Industry Promotional Events. The following provides information specific to **Public Event SOPs**.

PUBLIC EVENT SOPS

Public Events are open to the public, such as charity fundraisers, outdoor street festivals, community festivals, etc. A SOP for a Public Event can be issued to:

- A charitable organization registered under the *Income Tax Act* (Canada); or
- A non-profit organization or association organized to promote charitable, educational, religious or community objects.

An individual or business may also apply for a Public Event SOP if organizing or conducting an event of:

- “Provincial, national or international significance”; or
- “Municipal significance” for which a municipal resolution or letter from the municipal clerk or designated authority is required and indicates the event is one of municipal significance.

The event can be advertised and fundraising/profit from the sale of alcohol at the event is permitted.

The permit holder is required to purchase alcohol under the permit from an authorized government retail store (LCBO, LCBO Agency Store, The Beer Store or authorized manufacturer's retail store).

“SALE” AND “NO SALE” PERMITS

A “Sale” permit is required when money is collected for alcohol through, for example:

- Alcohol sales (cash bar) or alcohol tickets sold to people attending the event; or
- An admission charge to the event; or
- The collection of money and/or other forms of payment for alcohol before the event.

A “No Sale” permit is required when:

- Alcohol is served without charge;
- No money and/or other forms of payment is collected directly or indirectly for alcohol from guests (e.g. through admission charge or ticket sales); and
- The permit holder absorbs all alcohol costs.

OUTDOOR EVENTS

The local municipal clerk’s department, police, fire and health departments must be given a written notice **30 days** before the event when expecting **fewer than 5,000 people** per day. If expecting **5,000 people or more** per day, a notice to the same group is required **60 days** prior to the event. If there is a tent, marquee, pavilion or tiered seating being used, then the local building department must be notified in writing.

If your event is taking place outdoors, you must submit a sketch or plan with your application, clearly showing the exact dimensions of the proposed permit area and the location of any tiered seating.

TIERED SEATING

If a SOP application is submitted for a location that includes tiered seating (e.g. bleachers, stadium seating, etc.), this may be indicated when you apply. If the event is outdoors, the location of the tiered seating must be clearly identified on a sketch and submitted along with the application.

DONATED ALCOHOL

Public events conducted by charitable organizations registered under the *Income Tax Act* and not-for-profit organizations/associations may accept alcohol donated by manufacturers of alcohol. Records (such as receipts or invoices) for all product must be obtained by the SOP holder and must be made available for inspection by an AGCO Inspector or a police officer. Donated alcohol must be processed by a government store (LCBO, LCBO Agency Store, The Beer Store or authorized manufacturer's retail store) under the permit.

Registered charities and non-profit organizations/associations may offer donated alcohol as a prize if a lottery licence has been issued for the event, however this alcohol must not be consumed at the event.

OUTDOOR PUBLIC EVENTS INVOLVING LIQUOR SALES LICENSED ESTABLISHMENTS

A Public Event SOP holder and a liquor sales licensee may jointly participate in an outdoor Public Event that allows patrons to carry a single serving of alcohol between the licensed area(s) and the area(s) covered by the SOP if the Public Event meets the following criteria:

- The event must be an outdoor event (e.g. street festival);
- The event must be designated “municipally significant” and the applicant must submit a resolution of municipal council or a letter from a delegated municipal official designating the event as “municipally significant”; and

- The licence holders and the permit holder have entered into an agreement to ensure there is no unreasonable risk to public safety, the public interest and the public, and no unreasonable risk of non-compliance with the *Liquor Licence Act* (LLA) and its regulations by either of the parties.

This agreement must be submitted to the AGCO for review and approval at least 30 days prior to the event.

MULTIPLE DAY EVENTS

Multiple day events can only be issued if:

- Each event is one in a series of events;
- The application for the permit is for all of the events (dates);
- The nature, purpose, location and target audience of each of the events (dates) are the same (e.g. service club monthly meeting); and
- As a result of doing so, the permit holder is not operating an ongoing business, or does not appear to be doing so.

Alcohol may be stored between event days under certain circumstances. Police and AGCO Inspectors must have full, authorized access to the location. Please see the **Special Occasion Permit Application Guide** for specific criteria and information that must be provided as part of the application process.

SOP COMPLIANCE

The AGCO uses a risk-based approach to issuing SOPs, which aids in assessing risks to public safety and the public interest. Additional documentation may consequently be required from a SOP applicant. Based on a risk analysis of the event and the applicant, conditions may be attached to the SOP. Where there is a breach of the *Liquor Licence Act* (LLA) or its regulations at a SOP event, the Registrar of Alcohol, Gaming and Racing ("Registrar") may impose sanctions on the permit holder, including a monetary penalty or refusing to issue further permits.

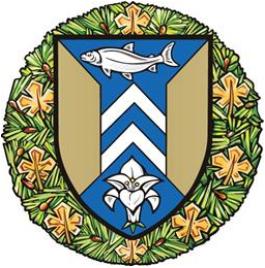
Responsibilities of a Public Event SOP holder include:

- The permit holder, responsible person (as indicated on the permit) or his/her designate must be present at all times.
- The permit and alcohol purchase receipt(s) must be available for inspection.
- All areas where alcohol will be served and consumed (indoor or outdoor) must be clearly defined and separated from areas where the permit does not apply by a barrier of at least 36" (0.9 m).
- Alcohol can only be sold and served during the hours that are stated on the permit. The regular hours for the sale and service of alcohol are 11 a.m. to 2 a.m. the following day, except for New Year's Eve (December 31) when sale and service must cease at 3 a.m. on January 1. The Registrar may restrict these hours as a condition of the permit.
- Police officers and AGCO Inspectors must be given unobstructed access to the event at all times and may revoke a SOP while the event is underway if they reasonably believe that the LLA or its regulations are being contravened.
- All signs of sale and service must be cleared within forty-five (45) minutes of the end time stated on the permit. This includes the removal of all partially consumed and empty bottles, and glasses that contain(ed) alcohol.
- Alcohol cannot be sold, served or provided to anyone who appears to be under nineteen (19) years of age without requesting identification. Proper identification must be checked for any person who appears to be under nineteen (19) years of age.
- Intoxication, disorderly conduct and unlawful gambling are not permitted.
- Encouraging immoderate consumption of alcohol is not permitted (for example, drinking contests or games).
- Non-alcoholic beverages must be available.

- Guests cannot be required to purchase a minimum number of drinks or drink tickets to enter or remain at the event, and no drink containing more than eighty-five (85) ml of spirits can be sold or served.
- There must be sufficient food available for those in attendance.
- Games of chance or mixed skill and chance (such as raffles, 50/50 draws, etc.) are not permitted unless the proper lottery licence has been obtained from the Registrar or municipality. Lottery licences are only issued to eligible charitable or religious organizations where the funds are raised for charitable or religious purposes.

It is recommended that SOP holders take the Smart Serve Responsible Alcohol Beverage Service Training Program and hire a licensed caterer and/or servers who have this certification. For more information on Smart Serve®, call 416 695-8737 or toll free at 1 877 620-6082 or visit their website at **www.smartserv.ca**.

For more information, please contact AGCO Customer Service at 416 326-8700 or 1 800 522-2876 (toll free in Ontario) or visit us online at **www.agco.ca**.



The Corporation of the City of Sault Ste. Marie

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

September 10, 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: Red Cross Home Care Assistance Program Agreement

PURPOSE

The purpose of this report is to seek Council approval enter into an agreement with the Canadian Red Cross for a Home Care Assistance Program.

BACKGROUND

On March 5, 2018, Council approved the following resolution;

Whereas for a number of years City Council has provided \$50,000 in funding to a service provider (Red Cross) to support residential snow removal for seniors; and

Whereas there are a number of seniors and individuals with medical needs who are able to remain living at home because of this support; and

Whereas there is an increasing number of members of our community who require additional affordable snow removal services at their residence during exceptional snow events to address matters such as extra heavy snowfall or road cutting that goes beyond what a domestic snow blower can remove and beyond what they can afford; and

Whereas it is the will of City Council to look at options for providing further snow management assistance to qualifying residents through our current or new homemaker service provider;

Now Therefore Be It Resolved that appropriate City staff be requested to review the current program for assistance provided through the Red Cross and report back to Council as follows:

1. How is the current City funding being used; what is the process for an individual to receive assistance and for what service?

Red Cross Home Care Assistance Program

2018 09 10

Page 2.

2. Red Cross has advised effective March 2018 they will no longer be the service provider so what will happen to the City's \$50,000 funding?

3. Provide options from the third party homemaker services provider as to how much it would cost to expand the current program to offer window removal considering the Brantford model or any other approach deemed optional.

ANALYSIS

The City currently provides \$50,000 annually to the Red Cross to provide assistance to individuals 60 years of age or older who require assistance with home care.

While there have been some changes to the delivery of this program, the program will continue with Council's approval of its funding contribution and the City will continue to enter into an agreement with the Canadian Red Cross Society for its delivery. The Canadian Red Cross will administer the Homemaking Agreement to ensure that there will be little to no changes to the actual service provided. The delivery of the program will be as follows:

- Snow Removal and Grass Cutting has been transferred to Victorian Order of Nurses(VON) effective 04/01/2018
- Home Help/housekeeping will be shared between the March of Dimes (MOD) and the Red Cross

This is positive news for the community as it will ensure these important services are continued and the City's contribution will continue to leverage additional government funding. The process for individuals to receive assistance is provided in Attachment A.

Currently there is a waiting list of 8-10 people. This number is considered to be relatively small. However, there is a large waiting list for the home help program that consists generally of the frail and elderly.

A fee of \$12.00 per hour for the housekeeping, \$18.00 per visit for grass cutting and \$20.00 per visit for snow removal is discussed with the client. In the event the client indicates they are unable to pay for the service a means test is conducted to determine if they qualify for the funding from the city. Those individuals on GAINS (Guaranteed Annual Income Supplement), ODSP (Ontario Disability Support Program), or with a score of 0 or less after eligible expenses will qualify for full subsidy.

In order to be eligible for the program and receive assistance the individual must be 60 years of age or older. Some exceptions are made to provide services to Indigenous seniors 55 years and older as well as to individuals with age related illnesses that are under the age of 60 years old.

Red Cross Home Care Assistance Program

2018 09 10

Page 3.

The services that are provided through the Red Cross Home Care Services program include:

- General housekeeping services - provided two (2) hours biweekly;
- Snow removal - provided when the snowfall is 5 cm or greater
- Grass cutting – provided on an as needed basis depending on the weather (generally one (1) time per week)

Investigating the other items brought up in the resolution, unfortunately the expansion of services to offer windrow removal is currently out of scope for the Canadian Red Cross.

At this time and with current funding, Sault Ste. Marie would not be able to follow the Brantford model with regards to snow and windrow removal due to the significant differences in accumulation. Sault Ste. Marie typically receives 81 days with snow, accumulating 320.7 centimeters along with a continuation of sub-zero temperatures. In comparison, Brantford receives 24 days of snow, accumulating 98.4 centimeters and temperatures that hover around the freezing mark.

FINANCIAL IMPLICATIONS

This item has been budgeted for previously and there would be no impact to the levy should the program continue to be funded at the current level.

STRATEGIC PLAN / POLICY IMPACT

This service is not contemplated in the strategic plan but does align with the City's commitment to Delivering Excellent Customer Service

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2018 04 09 regarding the Canadian Red Cross Home Care Assistance program be received as information.

Further that the agreement, by-law 2018-189, found later in the agenda be approved to continue to fund the Red Cross for the provision of the Home Care Assistance program.

Respectfully submitted,



Red Cross Home Care Assistance Program

2018 09 10

Page 4.

Tom Vair

Deputy CAO, Community Development & Enterprise Services

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Red Cross Home Assistance Program – Appendix A

The process for individuals to receive assistance is as follows:

- The individual will contact the Red Cross, Victorian Order of Nurses or March of Dimes Canada and provide basic information such as name, address, phone number and the service they are requesting. If they call the Red Cross and the service they require is provided by VON or MOD the call will be transferred to the appropriate organization.
- If there is a waiting list for that service the individual is placed on the waiting list if they choose.
- If there is no waiting list (or when their name comes up on the waiting list), an appointment is scheduled for a home visit with a Community Service Coordinator. This visit is to assess their needs for the services and other potential Home and Community Care Services.

The process for the initial visit is as follows:

- Consent forms are completed completed
- Inter RAI Screener (unless an up to date assessment is available from North East Local Health Integration Network(NELHIN) /Integrated Assessment Record (IAR)
- Client Intake Form completed
- Home Safety Hazard Assessment
- Client Fall Risk Assessment
- Client Agreement form signed
- Home Help Care Plan is developed

The following information is also reviewed and left for the client:

- Privacy Pamphlet
- Canadian Red Cross Society (CRCS), Victorian Order of Nurses or March of Dimes Canada Privacy Pledge
- Client's Rights and Responsibilities
- CRCS Community Support Service Description provided by the branch
- Client Safety Series
- 211 pamphlet

City of Brantford Snow Windrow Removal Program

Windrow Removal Program for Seniors and Persons with a Disability or Medical Condition

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 residents with disabilities or medical conditions who 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 and address is required)
- Residents with a disability or medical condition (a doctor's note and proof of address 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

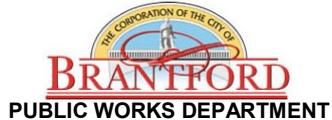
When and how can I register?

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.



SNOW WINDROW REMOVAL APPLICATION

DECLARATION

I hereby request the City of Brantford to remove the snow windrow from my driveway entrance at the follow address:

APPLICANT NAME: _____ TELEPHONE: _____

ADDRESS: _____ POSTAL CODE: _____

- I understand that the City reserves the right to determine when snow windrow removal activity will occur.
- I understand that the height of the resultant windrow, created by City plowing forces, must be greater than 10cm, (4 inches), before the City will remove the windrow under this program.
- I am aware that the above service does not include the clearing of the remainder of the snow from private approaches to my residence and/or driveways or sidewalks
- I am aware that due to varying storm conditions, it may take up to 20 hours after the route has been plowed for the windrow to be removed.
- I agree to remove any obstructions at the end of my driveway that may affect the delivery of this service.
- I will not hold the City of Brantford responsible for any damage to my property, howsoever caused.
- I will keep the house number visible at all times and illuminated at night.
- I agree to notify the City of Brantford if I move from the above address through the winter season or no longer qualify for this service.

I, _____ SOLEMNLY DECLARE THAT:
PRINT NAME IN FULL

Please check all boxes that apply:

- I am 65 years of age or older and am providing proof that I and all individuals residing at this address are also 65 year of age or older, by providing one of the following documents:
- a) Birth Certificate
 - b) Senior Citizen Card
 - c) Drivers Licence
 - d) Passport
- I am under the age of 65 with disabilities or medical conditions, and all individuals residing at this address are 65 years of age or older. Validation is provided by current and valid doctors certificate and one of the following documents:
- a) Birth Certificate
 - b) Senior Citizen Card
 - c) Drivers Licence
 - d) Passport
- I declare that there are persons under the age of 65 residing at this address that are not physically able to perform this work.
- a) A current and valid doctor's certificate is required for each individual to which this applies.

AND I MAKE THIS DECLARATION CONSCIENTIOUSLY BELIEVING IT TO BE TRUE, AND I UNDERSTAND THAT FAILURE TO COMPLY WITH THE ABOVE CONDITIONS MAY RESULT IN TERMINATION OF THIS SERVICE.

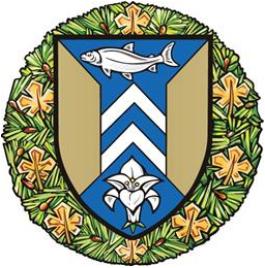
SIGNATURE OF APPLICANT

DATE

NOTE: ALL SECTIONS ON THIS FORM MUST BE COMPLETED

This application is for the current year only. Subsequent years must be renewed by calling the Public Works Department at 519-759-4150 ext. 5400 in October. Failure to do so may result in not receiving this service.

THIS INFORMATION IS COLLECTED UNDER AUTHORITY OF THE MUNICIPAL ACT S.R.O. 1990 CHAP.M.45 S.210PAR.60.63 IN ORDER TO VALIDATE AN APPLICANT'S REQUEST TO OBTAIN WINDROW SNOW REMOVAL SERVICES. THE INFORMATION IS PROVIDED VOLUNTARILY BY THE APPLICANT AND IS PROTECTED UNDER THE MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT.



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO

DEPARTMENT: Community Development and Enterprise Services

RE: FutureSSM Project update

PURPOSE

The purpose of this report is to provide Council with an update on the FutureSSM project and activities that have occurred since the last progress report dated July 16, 2018.

BACKGROUND

FutureSSM is a significant community development initiative that builds off of the recommendations of the Community Adjustment Committee (AC) and the extensive community outreach and dialogue undertaken by the AC. The focus of the project remains to develop the community in each of the Four Pillars identified (Economic Growth and Diversity, Arts and Culture, Social Equity and Environmental Sustainability).

The foundation of the FutureSSM project is based on the fact that it is a community plan. That is to say it was developed by community members and the success of the plan hinges on the ongoing involvement and commitment of time and resources by community organizations and citizens. We are pleased to report that through the Community Development Roundtable (CDR) and the associated Action Teams, this project continues to be actively supported by community members. City staff and the FutureSSM project team are facilitating and coordinating project activities based on the recommendations of the AC, CDR and the Action Teams.

On May 28, 2018 Council passed the following resolution:

Whereas the City has been working on developing a comprehensive community project (Future SSM) to support the community as it progresses towards an economically diverse, culturally vibrant, socially equitable and environmentally sustainable future; and

Whereas a number of individuals have been vigorously creating the plan by holding focus groups; and

Whereas the Future SSM Project is to set clear steps as one important method to think beyond specific sector needs and address urgent issues for the entire local economy, including: community infrastructure, social development, labour force development, education and training development and business retention and expansion; and

Whereas this is critical to the future of our community;

Now Therefore Be It Resolved that the Deputy CAO Community Development and Enterprise Services be requested to provide quarterly updates to keep Council and the community abreast of the progress being made by the committees and individuals involved.

ANALYSIS

As part of a regular update on the FutureSSM project, staff is pleased to report that the project is progressing extremely well, and positive energy continues to build for this community development initiative both internally and externally. The attached report from the Project Manager outlines the significant progress that is being made within the project and across the community.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this update.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2018 09 10 providing an update for the FutureSSM project be received as information.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development and Enterprise

FutureSSM Update

2018 09 10

Page 3.

Services

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PROGRESS REPORT

September 2018

Travis Anderson, Project Manager, FutureSSM

As part of a regular update on the FutureSSM project, staff is pleased to report that the project is progressing extremely well, and positive energy continues to build for this community development initiative, both internally and externally. The activities underway include:

1. Staffing

- **Jennifer Mathewson** was hired as FutureSSM's Film, Television, and Digital Media Coordinator effective July 31st, 2018.
 - Jennifer has had experience in various areas of filmmaking. She has served as Production Coordinator, Assistant Production Coordinator, Casting Assistant, and Grip for various projects. She is a graduate of Recording Arts Canada – Audio Engineering, and Sault College – Digital Film Production. Her background includes experience in talent promotion, feature films, television and commercial work.
- **Katie Elliott** was hired as FutureSSM's Communications Coordinator effective August 27th, 2018.
 - A 'boomerang' back to Sault Ste. Marie, Katie has over 11 years' experience working in communications and community economic development. She has held senior positions at Northern Policy Institute, NORDIK Institute, Parliament of Canada and Natural Resources Canada, and has completed studies in Political Science at McGill University and Public Relations at Ryerson University.
- Successful candidates have accepted the positions for both the *Arts & Culture Coordinator* and the *Labour Force Development Coordinator*, and will start on September 17th.
- The *Social Equity Coordinator* position will be posted in September.

2. Action Team Areas

Since forming in June 2018, Action Teams have been active in identifying priorities and aligning action items under each pillar selected by the Community Adjustment Committee (AC). Below is an update on the progress made under each team sector, Arts & Culture, Downtown Development, Energy & Environment, Social Equity, Education and Health.

Arts & Culture

- Two priorities have been identified by the Arts & Culture Action Team (ACAT):
 - Fund and help manage development of a business plan and growth strategy for the Art Gallery of Algoma;
 - Develop a comprehensive Cultural Plan for the community.

- The Board of Directors of the AGA, has accepted our offer of support with respect to the funding for the development of a business plan and growth strategy. FutureSSM Staff is currently coordinating with Jasmina Jovanovic, the Executive Director of the Art Gallery, to develop a scope of work and budget for these services.
- The RFP for the business plan will be released by end of September.
- City staff are currently working on scope of work for Cultural Plan and have shared a draft of the scope of work with the ACAT.
- Staff is working with ACAT members to collect feedback that will be incorporated into the final document.
- Document to be submitted to procurement by Sept. 10th.
- An ACAT meeting held on August 23rd. The agenda for the meeting included:
 - FutureSSM Update (Staffing, Branding RFP, Collaborations, etc.) – T. Anderson
 - Downtown Development Update (general update about downtown development and work the Downtown Action Team has been leading) – D. McConnell
 - Film Strategy Update – J. Mathewson
 - AGA Update (see comment above regarding AGA BOD) – T. Anderson
 - Cultural Plan Update (scope of work review, timelines, etc.) – V. McLeod
 - Public Art Discussion (general desire by all members of team to advance public art initiatives) – All

Film Strategy:

- Outreach to producers for feedback and introductions is happening on a continual basis by Film, Television and Digital Media Coordinator, Jennifer Mathewson. To date, Jennifer has reached out to approximately 20 production teams.
- Outreach also continues to former Location Scouts/Managers to discuss their past experiences filming in Sault Ste. Marie, and share ideas of how we can improve the process to make it flawless for future productions.
- Work continues on a film Policy and Strategy. First draft will be presented to Senior Staff on September 21st.
- Meeting held with Candice Day and Rosalie Chilelli on August 2nd to discuss strategy for promoting film in SSM.
 - Work continues with Candice Day in regards to Potential VFX and Animation Pitch Packages.
- Ongoing discussion and coordination is taking place with Hammer Team Productions who is filming in Sault Ste. Marie this fall:
 - Process for street closures has begun (application is circulating).
 - Participated in location scout.
 - Assisted Hammer with setting up their local office, providing welcome Sault Ste. Marie packages for out of town cast and crew.
- Coordinating with Imagine Native – Largest Indigenous Film Festival in the World – Opening up discussions about bringing their travelling film festival to Sault Ste. Marie.
- The FutureSSM team continues to meet with local business owners who are involved with the film industry or have potential to be involved with the industry

and film agencies (Ontario Media Development Corporation (OMDC), Music and Film in Motion (MFM), Alliance of Canadian Cinema Television and Radio Artists (ACTRA), Internal Association of Theatrics Stage Employees (IATSE), Rolling Picture Company, Deville's Workshop)

- Discussions are ongoing with OMDC in regards to updating OMDC Location Library.
- Developed a Film Resource Package for productions to use that has services and businesses available in Sault Ste. Marie.

Downtown Development

- A Downtown Development Action Team Meeting was held on August 29th.
 - Members of the team reviewed short and mid-term goals, and were assigned actions to take on. Short and mid-term goals include:
 - Beautification initiatives
 - Internal City processes
 - Downtown Programming
 - Downtown Branding
 - Infrastructure development (public spaces, parking, public washrooms, etc.)
 - Free Wi-Fi in the downtown
 - Economic Development
- Meetings with Downtown Association GM, Josh Ingram, and Sault College and Algoma University were held on the 22nd and 24th of August, respectively. The purpose of the meetings was to coordinate with the Downtown Association and the schools to co-brand the Downtown Association Block Party on September 22nd, as a student welcoming event in addition to the regular activities planned.
 - Both schools have indicated a strong interest in getting their students more involved in the community and are looking for ways to coordinate. The event came together in a short period of time and without much planning, but the hope is that this process can be formalized and we can be working with both schools to jointly develop events in the community.
 - A meeting with LSSU is also planned.
 - The combined post-secondary student population is ~ 6,000, so there is great opportunity to generate social and economic benefits to the community by engaging this group.
- Meeting is scheduled for week of September 20th, with Queen St. vendors, engineering staff, traffic consultant (IBI Group), planning staff and FutureSSM staff to discuss 2-way / 1-way study. The purpose of the meeting will be to inform the group on the EA process and to discuss the advantages/disadvantages of each option.
- Internal meeting with Brent Lamming, Steve Turco, Don McConnell, Tom Vair and Travis Anderson took place August 21st to discuss City led downtown initiatives. The purpose of the meeting was to track progress on city led initiatives and

ensure all parties are working collaboratively on downtown development projects. Topics discussed included:

- Skating Trail
- Wayfinding
- Downtown Design Planning
- Space Programming
- Plaza Development Options
- Hub Trail Spoke Development
- Fun City Initiatives <https://twitter.com/i/moments/891020987591831552>
- Meeting will be held every two weeks and schedule and action items for tasks will be developed and tracked.

Energy and Environment

- Meeting #2 held on Monday July, 30th. Agenda included:
 - Update to committee members on FutureSSM progress (Downtown & AC initiatives, staffing, etc.)
 - Rob Brewer provided overview of Smart Grid Project
 - Began preliminary discussion regarding Team priorities – Team members submitted top 3 priorities for EE – main focus on updating the smart energy strategy, environmental conservation and looking for opportunities to grow economy in both sectors. More work is needed to flush out priorities – these will be discussed in much more detail at our next meeting on September 4th.
- Met with Colin Kirkwood at Sault College for a facility tour on August 6th. Discussion centered on the development of new college facilities and growth in both the Environmental and Engineering Departments.
- Meeting took place with Colin Kirkwood, Tom Vair, Travis Anderson, and EDC /SSMIC on August 16th to discuss potential for EE Action Team to collaborate with parties on updating the Smart Energy Strategy (SES). Purpose of the meeting was to discuss the scope of SES and how it could be developed jointly by EE Action Team, EDC and SSMIC. Further dialogue on scope of this study is expected to continue in September.
- Currently working on revising the priority action item list for the EE Action Team.
- Next meeting schedule for Sept. 4th.

Economic Growth & Diversity

- Currently working on agenda and presentation for Action Team meeting #2 taking place the week of September 19th.
- Participated in Tourism Strategy Session held with Dan Hollingsworth and Alana Kenopic on August 10th. The purpose of the meeting was to begin discussion

about tourism products, infrastructure required to support initiatives and marketing and promotion. Next Session planned for Sept. 4th

- Attended meeting with Tourism Sault Ste. Marie on August. 30th.
- Currently working with PUC, EDC, SSMIC, Sault College and Algoma University to discuss options for promoting growth in the energy/innovation sector as a result of Smart Grid Innovations - also ties into work being done by Energy & Environment Team.

Social Equity

- Meeting # 2 held on July 18th. Agenda included:
 - FutureSSM Update (Downtown & AC initiatives, staffing, etc.)
 - Membership update – new members (new Chief of Police introduced)
 - Committee Structure – Approach to work, meeting schedule, other works
 - Discussed cross-pollination of Downtown Development Team and Social Equity Team – to address matters related to poverty downtown and perception of safety.
- Meeting # 3 held on August 16th. Agenda included:
 - Participation of lived experience member
 - Schedule for remaining meetings
- Next meeting set will occur near end of September.

Education

- Currently planning meeting #2 – tentatively planned for late September.
- Meeting scheduled September 20th with Algoma University, the Great Lakes Forestry Centre (David Nanang) and T. Anderson to discuss potential synergies.

Health

- Invites to committee members went out in mid-August. First meeting tentatively being schedule for September pending confirmation of team members.

3. Procurement/Work Packages

- Cultural Plan:

- Currently working on scope of work for RFP. Decision was made to share RFP with the Arts & Culture Action Team to allow for feedback. We are targeting the release of the RFP for mid-Sept.
- Branding & Visual Identity:
 - 12 bids were received by the deadline of August 17th.
 - The bid evaluation committee (Tessa Vecchio, Tom Vair, Ally Brown, Tim Gowans, and Travis Anderson) short-listed 3 candidates.
 - Questions for clarification have gone out to each candidate, with a response deadline of September 7th.
 - Commencement of work ~ September 25th
 - Final Deliverable ~Mid-December.
- Wayfinding:
 - RFP released July 31st
 - 3 bids were received by the deadline of August 24th.
 - The bid evaluation committee (Tom Vair, Travis Anderson, Tim Gowans, Don McConnell, Stephen Turco) are currently reviewing the candidates.
 - Commencement of work ~ September 25th
 - Final Deliverable ~ mid-December
- Updated FutureSSM Website:
 - Miramar is currently working on preliminary draft of an updated FutureSSM website. This site will provide the public with information on the activities underway within the project, profile members of the CDR and Action Teams and highlight ways citizens can get involved and provide their feedback.
 - Communications Coordinator is working with Miramar to finalize the site.
 - We expect the site to go 'live' in October.

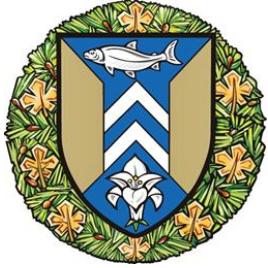
4. Summary

As shown above, the FutureSSM project is moving forward in a collaborative, action-oriented manner that is reflective of the innovative, dedicated staff and community champions who are leading this initiative.

The City is using evidence-based priorities and goals identified by the community to align its operations, and has put a team put in place that is solely focused on forward-looking initiatives and is supported by City and staff resources.

Since being formed in June, Action Teams focused on all pillars identified in the Community Adjustment Committee (CAC) report have been meeting regularly and taking up the challenge to move our community forward in proactive ways.

The FutureSSM team has made it a priority to work in collaboration with new and existing initiatives, institutions, industries, community members and organizations to realize Sault Ste. Marie's true potential.



The Corporation of the City of Sault Ste. Marie

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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rick Borean, Supervisor of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Celebrate Canada Program-Funding Application

PURPOSE

The purpose of this report is to request approval to apply to the Department of Canadian Heritage – Celebrate Canada Program for financial assistance for the City's Canada Day Celebration on July 1, 2019.

BACKGROUND

Each year, the Community Services Department's Recreation and Culture Division coordinates a July 1st Canada Day Celebration held at Roberta Bondar Park. This celebration includes protocol opening ceremonies, family entertainment throughout the day, followed by a fireworks presentation at dusk. An application is made annually to the Department of Canadian Heritage for financial assistance. In 2018, the City received \$10,000 which assisted with programming for the Canada Day celebrations.

ANALYSIS

The Department of Canadian Heritage – Celebrate Canada Program provides financial support to municipalities for Canada Day programming and activities.

FINANCIAL IMPLICATIONS

There is a line item in the Community Services Department budget to support Canada Day programming and activities. The funding received helps to offset the costs incurred for the Canada Day Celebration.

STRATEGIC PLAN / POLICY IMPACT

The Strategic Plan does not specifically address this matter.

Celebrate Canada Program-Funding Application

2018 09 10

Page 2.

RECOMMENDATION

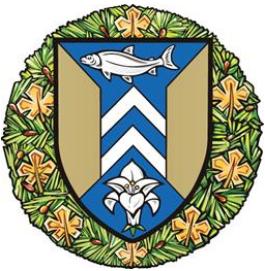
It is therefore recommended that Council take the following action:

“Resolved that the report of the Supervisor of Community Services dated 2018 09 10 concerning the 2019 Celebrate Canada Program Funding be received and the recommendation that staff be authorized to apply to the Department of Canadian Heritage for the 2019 Celebrate Canada Program upon its opening, to assist in funding the City of Sault Ste. Marie Canada Day Celebration be approved.”

Respectfully submitted,



Rick Borean
Supervisor of Community Services
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r.borean@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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Manager of Design and Transportation Engineering

DEPARTMENT: Public Works and Engineering Services

RE: 2019 Aqueduct Repairs

PURPOSE

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

BACKGROUND

At the 2018 02 05 meeting of Council, it was recommended that \$1,135,000 in 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 be completed in 2019.

Further, at the 2018 07 16 meeting of Council, Council accepted the Five Year Capital Road Reconstruction Plan (2019-2023) as information which includes the recommendation that portions of the small aqueducts on Farwell Terrace and Central Street be replaced in 2019 based on engineering recommendations from biennial structural inspections.

ANALYSIS

To ensure public safety and to satisfy the recommendations of the City's external structural engineering specialist, the City should continue with the unforeseen aqueduct repairs that began in 2018. In accordance with the Procurement Policies and Procedures By-law, section 22(3), it is recommended that the work be single 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 2019 aqueduct repairs is \$145,000. As part of the 2018 budget process, \$200,000 was approved for engineering work

2019 Aqueduct Repairs

2018 09 10

Page 2

related to 2019 Capital road projects. STEM's 2018 work can be accommodated within the \$200,000 previously approved. The remainder of the engineering work will not commence until such time that Council approves the 2019 Capital budget.

STRATEGIC PLAN / POLICY IMPACT

Rehabilitation of aqueducts is linked to the existing infrastructure component of the strategic plan.

RECOMMENDATION

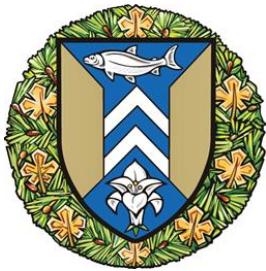
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated 2018 09 10 concerning 2019 Aqueduct Repairs be received, and that design and contract administration services be single-sourced and awarded to STEM Engineering Inc., be approved.

Respectfully submitted,



Carl Rumiell, P. Eng.
Manager of Design and
Transportation Engineering
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The Corporation of the City of Sault Ste. Marie

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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Manager of Design and Transportation Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Leo Avenue Reconstruction – Consultant Selection

PURPOSE

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the design and contract administration of the reconstruction of the Leo Avenue project which is planned for 2019.

BACKGROUND

At the 2018 07 16 meeting, Council accepted as information the Five Year Capital Road Reconstruction Plan (2019-2023) which includes the Leo Avenue reconstruction in 2019.

ANALYSIS

In accordance with the City's procurement policy for retaining consultants, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category. The City received proposals from the following firms:

- WSP
- STEM Engineering
- AECOM
- Tulloch Engineering
- Kresin Engineering Corporation

All proposals were reviewed by engineering staff, which followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees.

Based on staff's review, it is recommended that this work be awarded to WSP.

FINANCIAL IMPLICATIONS

WSP's fee estimate included in their proposal submission is \$236,475 excluding HST. Based on the contents of their proposal, the Engineering Division will work with WSP to develop an engineering agreement that will be brought to Council at a later meeting.

As part of the 2018 budget process, \$200,000 was approved for engineering work related to the 2019 Capital road projects. WSP's 2018 work can be accommodated within the \$200,000 previously approved. The remainder of the engineering work will not commence until such time that Council approves the 2019 Capital budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

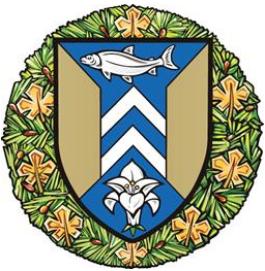
Resolved that the report of the Manager of Design and Transportation Engineering dated 2018 09 10 concerning the Leo Avenue reconstruction consultant selection be received, and that Council authorize entering into an agreement for engineering services with WSP Engineering.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Respectfully submitted,



Carl Rumiel, P. Eng.
Manager of Design and
Transportation Engineering
705.759.5379
c.rumiel@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Manager of Design and Transportation Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Fort Creek Aqueduct Reconstruction – John Street Laneway

PURPOSE

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the above-mentioned project planned for construction in 2019.

BACKGROUND

From 2015 through 2018, the City completed four phases of reconstructing the Fort Creek Aqueduct. The next phase in this project is the reconstruction of the aqueduct in the laneway along the east side of John Street from Albert Street to Edinburgh, which is part of the 2019 Capital Road Construction Plan.

ANALYSIS

In accordance with our procurement policy for retaining consultants, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category. The City received proposals from the following firms:

- Tulloch Engineering
- STEM Engineering
- AECOM
- WSP

All proposals were reviewed by engineering staff, which followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees.

Based on staff's review, it is recommended that this work be awarded to Tulloch Engineering.

FINANCIAL IMPLICATIONS

The City, the Province and the Federal government will share the \$31.26M Fort Creek aqueduct improvements in thirds, or \$10.42M each as part of the Small Communities Fund (SCF) portion of the Build Canada Fund.

Tulloch's fee estimate included in their proposal submission is \$550,096 excluding HST. Based on the contents of their proposal, the Engineering Division will work with Tulloch to develop an engineering agreement that will be brought to Council at a later meeting. Engineering fees are eligible expenses within the funding program.

As part of the 2018 budget process, \$200,000 was approved for engineering work related to 2019 Capital road projects. Tulloch's 2018 work can be accommodated within the \$200,000 previously approved. The remainder of the engineering work will not commence until such time that Council approves the 2019 Capital budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

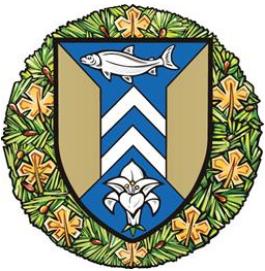
Resolved that the report of the Manager of Design and Transportation Engineering dated 2018 09 10 concerning the Fort Creek Aqueduct reconstruction consultant selection be received, and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Respectfully submitted,



Carl Rumiel, P. Eng.
Manager of Design and
Transportation Engineering
705.759.5379
c.rumieli@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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Larry Girardi, Deputy CAO – PWES
DEPARTMENT: Public Works and Engineering Services
RE: PW Equipment Purchase – Reallocation of Funds

PURPOSE

The purpose of this report is to advise Council of the need to reallocate funds from the Equipment Reserve previously approved by Council from the 2018 equipment proposal list.

BACKGROUND

As part of the 2018 Capital equipment purchases, Public Works had included the purchase of a new truck to replace the existing 1977 Ford cab-over used to house the 1983 Hotsy Steamer. This steamer is used to thaw frozen culverts and pipes as required during the winter season. Prior to initiating purchase of the truck, an inspector from the Technical Standards and Safety Authority (TSSA) visited the Public Works site. Upon inspection of the Hotsy steamer, staff were informed the unit would not be approved for use as it has several mechanical and electronic issues that do not meet TSSA requirements.

ANALYSIS

Based on this latest information from TSSA and the fact that the manufacturer is no longer available to provide parts for the steamer, Public Works has considered other options. It has been decided that the purchase of a new steamer is a better and more economical choice and the new steamer can be housed on a trailer.

FINANCIAL IMPLICATIONS

The initial amount approved for the truck purchase to house the steamer was \$90,000. The new steamer is estimated at \$63,000 and the trailer to transport it is estimated at \$6,000. It is the opinion of Public Works staff that reallocation of these funds to purchase the steamer and trailer is the better option. Until tender is completed the exact costs are not known thus recommend the full budget of \$90,000 be reallocated.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter as it relates to the provision of a key core municipal service and the maintenance of existing infrastructure.

RECOMMENDATION

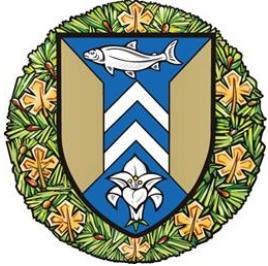
It is therefore recommended that Council take the following action:

Resolved that the report of the DCAO of Public Works & Engineering Services be received, and that Council approve the reallocation of \$90,000 of the 2018 Capital budget from the purchase of a truck to house the steamer, towards the purchase of a new steamer and trailer.

Respectfully submitted,



Larry Girardi, DCAO
Public Works & Engineering Services
705.759.5206
l.girardi@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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng. Director of Public Works
DEPARTMENT: Public Works and Engineering Services
RE: Curbside Automated Waste Collection

PURPOSE

The purpose of this report is to request Council approval to authorize an agreement with Green For Life ('GFL') for the above noted service.

BACKGROUND

At the 2018 07 16 meeting, Council provided approval to enter into an agreement with GFL for the provision of automated curbside waste collection for a portion of the community via a hybrid service model.

ANALYSIS

It is routine procedure for staff to seek Council's approval to authorize the agreement following approval of a Request for Proposal ('RFP') submission.

FINANCIAL IMPLICATIONS

The impact to the budget is \$0.72/stop/week for the portion of the community to be serviced by GFL as per Council report of July 16, 2018.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the provision of an existing service in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

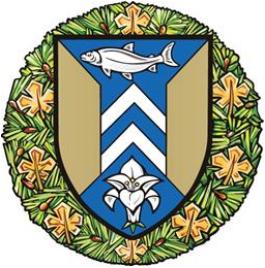
By-law 2018-183 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Curbside Waste Collection Contract
2018 09 10
Page 2.

Respectfully submitted,

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

Susan Hamilton Beach, P. Eng.
Director, Public Works
705.759.5207
s.hamiltonbeach@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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Second Line Traffic Study - Sidewalk

PURPOSE

The purpose of this report is to address the following resolution passed at the 2018 08 13 meeting of Council:

Resolved that the report of the Design and Construction Engineer dated 2018 07 16 concerning the Great Northern Road/Second Line Traffic Studies be received and that the recommendations be used for planning future traffic improvements with the exception of construction of a concrete sidewalk on the south side of Second Line between Old Garden River Road and Great Northern Road; that the proposed construction of the said sidewalk be postponed and referred back to appropriate staff; further that staff report back on 2018 09 10 concerning the impact of construction of a 6-foot to 8-foot paved walkway instead of a concrete sidewalk.

BACKGROUND

Concrete sidewalks are provided at seven of the eight approaches to the intersection of Second Line and Great Northern Road. The south side of Second Line between Great Northern Road and Old Garden River Road does not currently have a sidewalk. In preparation for its construction, Local Improvement notices were provided to fronting properties in 2010 with the intent that it would be built at the time of road resurfacing.

The Ministry of Transportation approved resurfacing in the 2017 Connecting Link program and the sidewalk was included in that tender. At the request of adjacent property owner Mr. J Hilsinger, the construction of the sidewalk was deferred to 2018 pending the recommendations of the Active Transportation component of the CIMA+ Great Northern Road/Second Line traffic study. The study recommended the sidewalk be constructed.

The staff recommendation to construct the sidewalk was approved at the 2018 07 16 meeting of Council. However, it was reconsidered at the 2018 08 13 meeting and referred to staff in the above resolution for additional comment on the impact of the construction of an 8 or 9 foot wide asphalt path instead of a 5 or 6 foot concrete sidewalk.

ANALYSIS

Staff recommends a 6 foot wide concrete sidewalk with as large a boulevard as possible. Mr. Hilsinger is advocating for an 8 or 9 foot asphalt path. To a great extent, asphalt paths in Sault Ste. Marie invite cyclists of all abilities, and that is not appropriate in this circumstance. The Active Transportation Study includes the following quotes pertaining to implementation of cycling facilities on Second Line between Old Garden River Road and Sackville Road:

“Due to...high frequency of driveways, a multi-use pathway or off-road facilities...are not appropriate for Second Line as there is a high risk for conflict with vehicles at driveways. Only on-road separated bicycle lanes are an appropriate option...The implementation of a physical barrier system [for separate bicycle lanes] would require the widening of Second Line at great cost.”

“Property on all four corners of the intersection of Great Northern Road/Second Line is fully built out and implementing cycling facilities would result in significant impacts including property acquisition and likely site contamination issues.”

“While implementation of a separated bicycle facility on Second Line would have great merit from a network continuity perspective, unless there is a total reconstruction of the road together with property acquisition and ideally a consolidation of driveways, it is not feasible at this time...A recent proposal to extend a boulevard based trail on the south side of Second Line between Great Northern Road and Old Garden River Road is similarly not feasible for the reasons stated above.”

It is abundantly clear that the transportation engineering specialist is recommending against an asphalt path at this location. City engineering staff stand behind this recommendation as is it based on sound engineering principles and judgment. To recommend otherwise may, in the event of an adverse effect on public safety, result in liability exposure. Specifically, if there was an accident, an injured party would “plead” in a claim that the roadway/facility was constructed contrary to the recommendation of a specialist and that this constitutes negligence. This is especially so if the specialist has made such recommendations. If Council decides to direct staff to construct an asphalt path at this location with the knowledge of an expert recommendation, it would invite that liability exposure to itself.

Concrete is a rigid pavement, and asphalt is flexible. While asphalt paths may be less expensive to build, they do not have the longevity of concrete facilities. They are more adversely affected by differential frost movement if not provided with full depth base preparation and subdrainage. Asphalt paths require more maintenance than concrete facilities, and they require full replacement more frequently.

It is noteworthy that the proposed concrete sidewalk is a full two feet wider than most sidewalks in the area. Most are four feet wide compared to the City's current standard of five feet, and this one will be six feet wide. Further, City engineering staff are implementing a new standard for 2018 capital works sidewalks. Instead of there being five construction joints between expansion joints, only one sawcut is planned. That will essentially reduce the number of bumps by two-thirds, which will make for a much smoother ride for wheelchairs, scooters and strollers.

The cost of the concrete sidewalk as designed and priced in the contract is \$108,000. The cost for an asphalt path with concrete banding along the borders is estimated at \$150,000. The asphalt path would cost \$95,000 without the concrete banding, however, along the Shell Gas Station it should be provided to delineate the asphalt path through the asphalt lot.

An asphalt path of 8 to 9 feet in width will require property primarily due to the presence of utilities in the boulevard. Mr. Hilsinger indicated he is willing to give the City a widening for construction of an asphalt path. Should this proceed, additional costs will be incurred for the legal survey, reference plan preparation and registry, and legal fees for both parties in the transfer of land. The possible requirement for property from the Shell Gas Station was considered. Given the current locations of the car wash, buried fuel tanks and vacuum facilities, there would be a conflict with a setback path. It is recommended that the eventual facility be constructed within the existing boulevard along this frontage.

From a scheduling perspective, there is sufficient time in the construction season to complete utility relocates and the sidewalk as designed and priced in the 2017 contract. If an asphalt path is to be constructed, all or partly on donated land, there is likely insufficient time to complete it this year, given design, land acquisition and construction pricing considerations.

On August 23, staff met on site with Mr. Hilsinger at his request. It was a good meeting, but a compromise could not be reached. Mr. Hilsinger was firm that an asphalt path be constructed. Staff could not agree to this based on the reasons given above. Staff did suggest two alternatives: either the sidewalk could be moved onto the donated land thereby increasing the size of the boulevard buffer from the road; or, Mr. Hilsinger could build an asphalt path beside the sidewalk on his property. The second option could happen at any time in the future.

The recently completed Active Transportation Study of this area identified better cycling route options that will extend the Hub Trail cycling network. Simply extending the trail along the south side of Second Line to Great Northern Road does not connect with any other existing or planned routes and forces cyclists of all abilities to cross the busiest intersection in the City.

As noted in the report, a better option would be to extend the cycling route along the north side of Second Line through the Walmart property to connect with the new traffic signals opposite the planned development on the west side of Great Northern Road. From there, the route will continue to Sackville Road and the existing Fort Creek trail system. Council approved the recommendations in the report to proceed with the environmental assessments necessary to make these facilities possible.

In summary, based on sound engineering principles and the desire to avoid liability exposure, staff is recommending construction of the sidewalk as originally proposed.

FINANCIAL IMPLICATIONS

The \$108,000 cost for construction of the concrete sidewalk is included in the overall project costs for Second Line as approved in the 2017 capital roads budget.

An asphalt path constructed all or partly on donated land will cost an estimated \$150,000. That includes an \$80,000 asphalt path, \$55,000 of concrete borders, and an estimated additional \$15,000 for the property donation (legal fees, surveying, plan preparation, and depositing the plan). If no concrete border is constructed, the asphalt path is estimated to cost \$95,000.

STRATEGIC PLAN / POLICY IMPACT

Traffic related recommendations are related to the infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2018 09 10 concerning the sidewalk on the south side of Second Line between Great Northern Road and Old Garden River Road be received, and the recommendation to proceed with construction of a six foot concrete sidewalk in the boulevard, be approved.

Respectfully submitted,

Second Line Traffic Study - Sidewalk

2018 09 10

Page 5



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

Malcolm White

Subject: FW: Second Line Path

From: ANDRE RIOPEL <ariopel@shaw.ca>

Sent: Sunday, September 9, 2018 8:00 PM

To: Mayor Provenzano <mayor.provenzano@cityssm.on.ca>; Matthew Shoemaker <m.shoemaker@cityssm.on.ca>; Sandra Hollingsworth <s.hollingsworth@cityssm.on.ca>; Judy Huppenen <j.huppenen@cityssm.on.ca>; Steve Butland <s.butland@cityssm.on.ca>; Paul Christian <p.christian@cityssm.on.ca>; Susan Myers <s.myers@cityssm.on.ca>; Rick Niro <r.niro@cityssm.on.ca>; Lou Turco <l.turco@cityssm.on.ca>; Marchy Bruni <m.bruni@cityssm.on.ca>; Frank Fata <f.fata@cityssm.on.ca>; Joe Krmpotich <j.krmpotich@cityssm.on.ca>; Ozzie Grandinetti <o.grandinetti@cityssm.on.ca>

>

Subject: Second Line Path

Dear Mayor Provenzano and members of city council

As you recall, last year I presented city council with a 500 name petition to consider building a multi use path instead of a sidewalk on Second Line. As a result council agreed to have the consultant include Active Transportation in the Second Line Traffic Study. Mr. Elliot has summarized this report which proposes having a paved path on the north side of Second Line from OGRR to the WalMart driveway and then traverse the WalMart property to GNR where cyclists could cross GNR at a new light intersection. The consultant also proposes the city acquire property on OGRR to build a path from OGRR directly into the back of WalMart.

I am very intimate with this neighbourhood as a cyclist as I have been riding through this intersection almost daily for the past 25 years to go to work. I can attest personally to the danger of this intersection as I was hit by a car there 2 years ago suffering multiple fractures and am lucky to be alive. Avoiding this intersection as proposed by the engineering department is a reasonable solution **IF and WHEN** a convenient alternative is provided. Many of us have no choice but to go through there and as the area is constantly growing, that demand will continue to increase.

The following are my comments and concerns with the consultant's report and the summary provided by Mr. Elliot:

The consultant acknowledged that there is a need for an east west cycling corridor in this area. He proposed that building a segregated path along Second Line is a good solution. The arguments against were that it would be too expensive due to the large number of driveways particularly west of Second Line and lack of space.

However, what has not been said is that the south side of Second Line between OGRR and Second Line has the least number of driveways and according to this reasoning should be where the path goes. I acknowledge that going west of GNR along second Line is problematic and in discussion with the consultant during the open house I proposed that instead of going west of Second Line the path continue north on the west side of Second Line to Industrial Court and the Soo Mill intersection. (see diagram below). This along with minor changes to the GNR/Second Line intersection to make it safer for non-motorized users, would be the least expensive most practical solution. The consultant really liked this suggestion and told me it was a "no brainer". To say the least, I was quite surprised when the report came out that this option was not even mentioned. So much for public consultation. Instead, he proposed having the cycle route go through a privately owned commercial property and have the city buy land to create a better access to this commercial property.

Mr. Elliot's report expresses concerns about liability if the city builds a path that was not recommended by the consultant. Yet, there is a recommendation to have a public bicycle route go through a private commercial property. Has the property owners been asked about this and are they agreeable? Who is going to assume their liability concerns? Is the city prepared to buy someone's house on OGRR to build a path into WalMart? Until those questions are addressed, the consultant's recommendations are not feasible and a decision should be deferred.

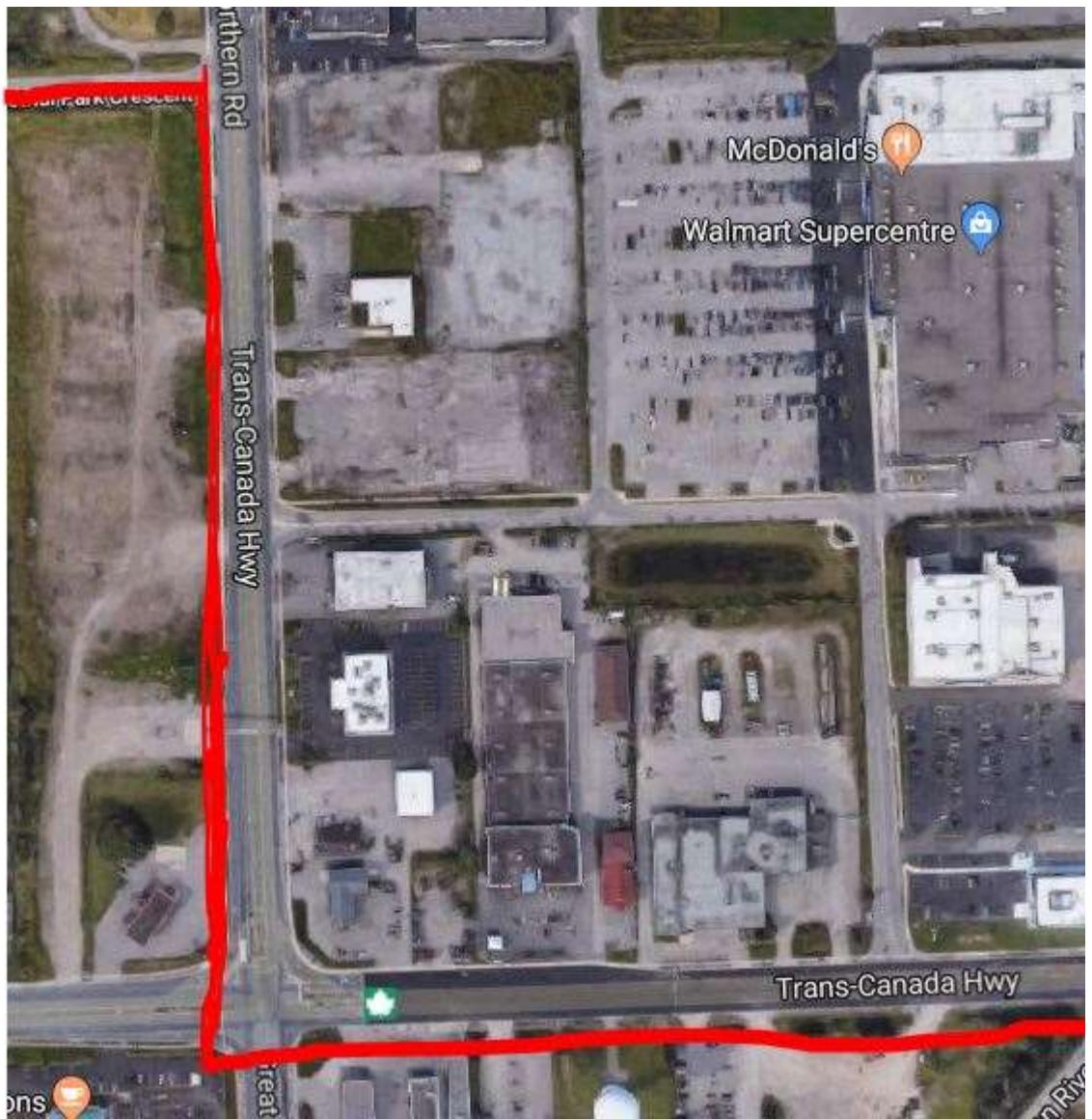
A compromise solution until a long term solution is implemented might be to build the wide concrete sidewalk as proposed and call it a multi use trail. In this way, cyclists who will be riding on that sidewalk anyways, can do so legally and not be charged for sidewalk riding. When cyclists cross the GNR/Second Line intersection they dismount and become a pedestrians and cross accordingly. After the the Pino development occurs, which is bound to increase the number of cyclists in the area, further consideration can be given to extend path along the west side of GNR to Industrial Court Drive and complete the east west route extending from Black Road to Fort Creek.

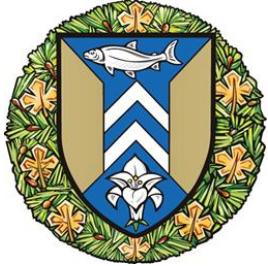
Finally, I wish to remind council that the city has a made a commitment to complete streets which is lauded by a national advocacy organizations for safe streets.

<http://completestreetsforcanada.ca/approach/sault-ste-marie-ontario>

I will be a city council meeting tomorrow and can answer any questions or elaborate if needed.

Sincerely,
Andre Riopel
Advocacy Director Sault Cycling Club
Founding member of STAC





The Corporation of the City of Sault Ste. Marie

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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Amended Easement – 426 Bruce Street

PURPOSE

The purpose of this report is to request Council's approval to execute an Amending Agreement to an easement between the City and Ann Marie Campana (the "Owner").

BACKGROUND

The City has entered into an agreement to use lands owned by Ms. Campana as part of a drainage improvements and storm water management works project on a portion of properties from McNabb Street to Gladstone Avenue. The project will result in permanent storm sewers being located on the Owners property. This has resulted in an amendment being requested to the prior terms of the easement.

ANALYSIS

The amendment creates an obligation to the City to pay for any installation or structure relocation at the Owners property due to the above-mentioned project. In exchange, the Owner has agreed to communicate and seek consent of the City prior to excavating or erecting any type of structure on the lands.

FINANCIAL IMPLICATIONS

There are no significant financial implications associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2018-184 authorizing the execution of the Amending Agreement appears elsewhere on the agenda and is recommended for approval.

Amended Easement – 426 Bruce Street

2018 09 10

Page 2.

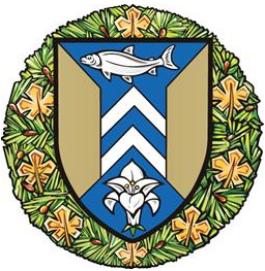
Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/tj

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The Corporation of the City of Sault Ste. Marie

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

September 10, 2018

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Assume, Stop up, Close and Convey - Part Sunnyside Beach Road (Abutting 209 and 221 Sunnyside Beach Road)

PURPOSE

The purpose of this report is to seek Council's approval to assume, stop up, close and convey part of Sunnyside Beach Road.

BACKGROUND

On July 23, 2018, the Legal Department received a request to acquire a portion of Sunnyside Beach Road abutting civic 209 Sunnyside Beach Road and 221 Sunnyside Beach Road. The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comments.

The Legal Department has been advised by the Sault Ste. Marie Region Conservation Authority that at this time there is constructed drainage from the ditches to the east of Sunnyside Beach Road through the right-of-way to allow storm water drainage. This property is located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Public Works and Engineering advised that the City should retain an easement for drainage, allowing the City access to the water, as well as a condition that there be no building allowed on the property.

All other comments received were favourable.

ATTACHMENT

Attached as Schedule "A" is a map of the subject property.

Assume, Stop up, Close and Convey - Part Sunnyside Beach Road (Abutting 209 and 221 Sunnyside Beach Road) Subject of Report

2018 09 10

Page 2.

ANALYSIS

Should the property be conveyed the City would retain the requested easement for drainage and obtain a covenant which allows for no building on the property.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2018-187 being a by-law to assume part of Sunnyside Beach Road and By-law 2018-188 being a by-law to stop up, close and convey part of Sunnyside Beach Road appear elsewhere on the agenda and are recommended for approval.

Respectfully submitted,

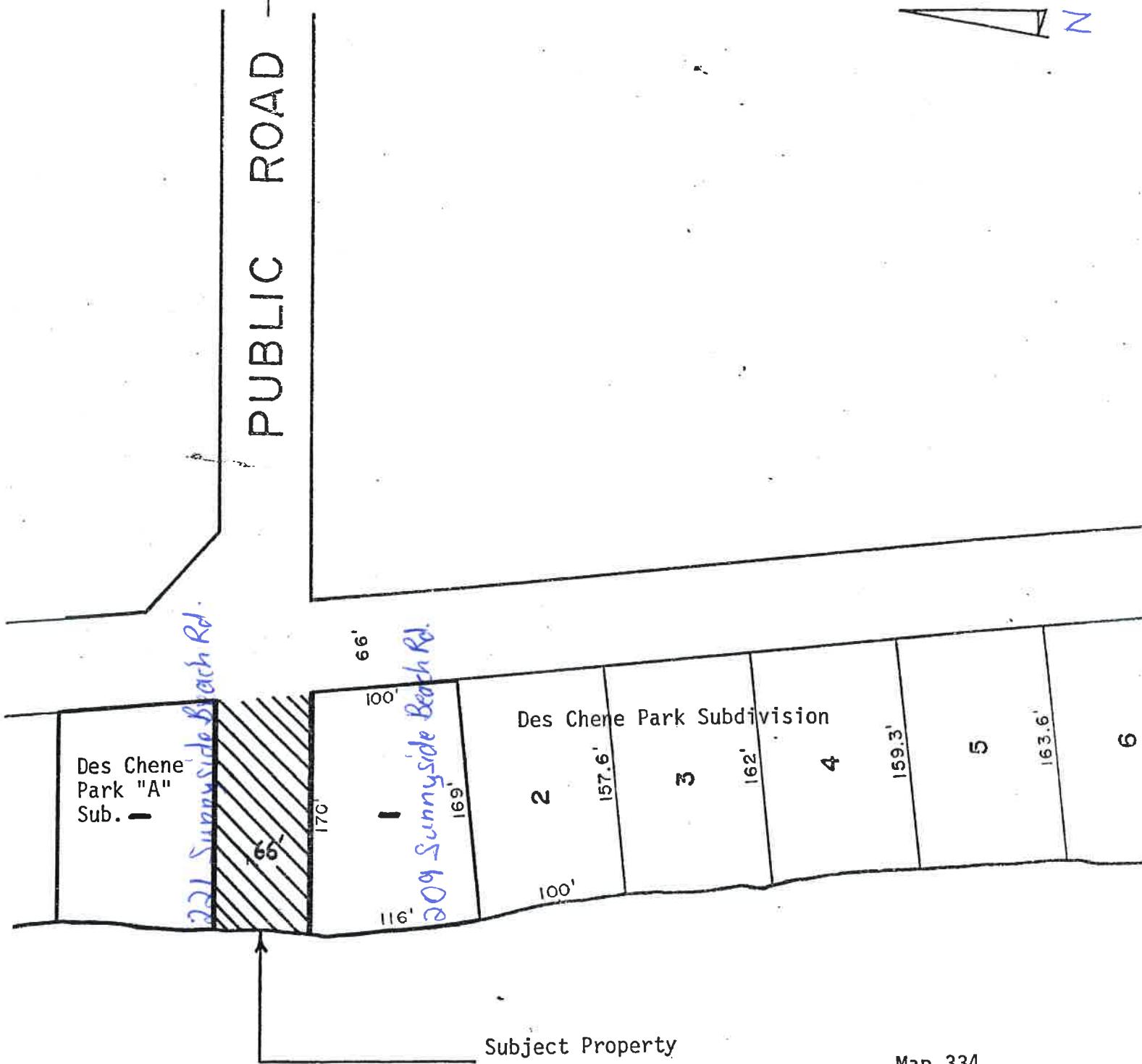


Jeffrey King
Solicitor/Prosecutor

JK/da

LEGAL\STAFF\COUNCIL\REPORTS\2018\PART SUNNYSIDE BEACH ROAD ASSUMPTION CLOSING AND SALE.DOCX (MAP 334)

Schedule "A"



Map 334

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-183

AGREEMENT: (P3.2) A by-law to authorize the execution of the Agreement between the City and GFL Environmental Inc. for curbside automated waste collection.

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 September 10, 2018 between the City and GFL Environmental Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for curbside automated waste collection.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 10th day of September, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

THE CORPORATION OF THE CITY OF SAULT STE. MARIE WASTE COLLECTION SERVICES REQUEST FOR PROPOSALS

SECTION 4 FORM OF AGREEMENT

This agreement made (in triplicate), the 10 th day of September, in the year 2018 by and between herein (and in the General Conditions) called the "Contractor".

GFL Environmental Inc.

86 Sackville Road, Sault Ste. Marie, Ontario P6B 4T6
(Full Legal Name and Address of Contractor)

- AND -

The Municipal Corporation of the City of Sault Ste. Marie, Ontario, herein (and in the Contract Documents) called the "Corporation" or "Owner" or "City".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

Article 1

The contractor will:

- a) Provide all that is necessary and required to perform all the work shown and described in the Documents entitled "The Corporation of the City of Sault Ste. Marie Waste Collection Services Request for Proposals" and GFL proposal entitled "Request for Proposal for Waste Collection Services".
- b) Do and fulfill everything indicated by this Agreement, Contract Documents and Plans.
- c) Complete substantially as certified by the Contract Administrator, all the work in the Form of Proposal unless otherwise agreed to.

Article 2

The following list is an exact list of the Contract documents referred to in Article 1.

The Corporation of the City of Sault Ste. Marie
Contract for Waste Collection Services
List of Contract Documents

Information for Bidders
General Conditions
Specifications
Form of Agreement

Section 1, Pages 1 to 8
Section 2, Pages 1 to 14
Section 3, Pages 1 to 12
Section 4, Pages 1 to 4

Form of Proposal, Including Prices, Schedules and Attachments 1 and 2
Appendix A – City Refuse Collection Route Maps and One Way Streets, Laneways and Private Roads/Drives
Appendix B – By-law 2004-68 and successor by-laws
Appendix C – Draft Considerations for By-Law 2004-68 Amendment
Appendix D – Refuse Cart Specifications
Addendum No. 1 dated June 6, 2018
Addendum No. 2 dated June 19, 2018
GFL Environmental Inc. Proposal

Article 3

The owner shall:

- (a) Pay to the Contractor in lawful money of Canada for the work performed at the stipulated price; such amount to be subjected to annual adjustment as described herein.
- (b) The curb side pick-up locations/stops in the area to be served as established through a recent count is 13,117 (value to be updated annually with the first update to be completed in June 2019) and shall be used to establish the monthly amount payable to the Contractor.
- (c) The actual payment to be made to the Contractor will be reviewed and adjusted in accordance with the method described in the specifications.

Article 4

The Owner shall make payment on account of the Contract as follows:

Payment will be made on a monthly basis following the provision of the services and within 15 days of receiving the Contractor's invoice.

Article 5

The Contractor shall indemnify and save harmless the Corporation from all loss, damages, cost, charges and expenses of every nature and kind whatsoever which they may incur, be put to or have to pay by reason of the neglect of the Contractor in the execution of the said works, or any of them, or by reason of the omission by the Contractor to take due and proper precautions for the prevention of accidents to persons and property during or in consequence of the work or by reason of any other act, default or omission of the Contractor and should the Corporation incur, pay or be put to any such loss, damages, costs, charges or expenses, the Contractor shall forthwith, upon demand, repay the same to the Corporation.

The Contractor authorizes and/or powers the Corporation, or its Solicitor, from time to time, to defend, settle or compromise any such action, suits, claims, liens, executions or demands as the Corporation or its Solicitor may deem expedient, and the Contractor ratifies and confirms all such acts, and will pay such Solicitor on demand his reasonable costs of any defense, settlement or compromise, including Counsel fees and disbursements and in default of payment, may be deducted from the moneys payable by the Corporation to the Contractor on any account whatsoever.

Article 6

The documents listed in Article 2, hereto annexed are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators and assigns.

Article 7

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or facsimile addressed as follows:

The Corporation:

The Corporation of the City of Sault Ste. Marie
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

The Contractor:

GFL Environmental Inc.
86 Sackville Road
Sault Ste. Marie, Ontario
P6B 4T6

The Deputy CAO: Larry Girardi
 Deputy CAO
 Public Works & Engineering Services
 128 Sackville Road
 Sault Ste. Marie, Ontario

The Contract governed by this agreement will commence on the date specified as the commencement date in the proposal, and terminate on June 29, 2027 or other mutually agreed upon date as permitted in the documents.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Sault Ste. Marie

MAYOR

(Seal)

CITY CLERK

GFL Environmental Inc.

THE CONTRACTOR

(Seal)

SIGNING OFFICER

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-184

AGREEMENT: (PR1.89(3)) A by-law to authorize the execution of the Agreement between the City and Ann Marie Campana for an amendment to the original Access Agreement.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated June 29, 2018, between the City and Ann Marie Campana a copy of which is attached as Schedule "A" hereto. This Agreement is for an amendment to the original Access Agreement.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 10th day of September, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

This Amending Agreement is made effective the 29th day of June, 2018 (the "Amending Agreement").

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter the "City")

– and –

ANN MARIE CAMPANA

(hereinafter the "Owner")

WHEREAS the Owner is the registered owner of property described as PIN 31546-0028 (LT) LT 1-8 PL 20169 ST. MARY'S; LANE PL 20169 ST. MARY'S CLOSED BY T140986; SAULT STE. MARIE (426 Bruce Street) (the "Lands");

AND WHEREAS the City shall be completing certain drainage improvements and storm water management works on a portion of properties from McNabb Street to Gladstone Avenue (the "Project"), which Project includes the installation and perpetual maintenance of a new storm sewer;

AND WHEREAS a portion of the proposed storm sewer shall utilize the Lands, at the location marked on the Tulloch Engineering drawing attached as Schedule "A" to this Agreement, specifically a 0.116 hectare area at the southwest corner of the aforesaid Lands (the "Subject Property");

AND WHEREAS the parties entered into an Access Agreement, attached as Schedule "B" to this Agreement, whereby the Owner granted perpetual access to the City for the Project on the Lands;

AND WHEREAS the Parties wish to amend the said Access Agreement so as not restrict the Owner's ability to utilize that portion of the Lands to the north and east of the Subject Property;

NOW THEREFORE the parties agree as follows:

1. That the location referred to in the third paragraph of the Access Agreement, namely the location marked on the Tulloch Engineering drawing attached as Schedule "A" to the Agreement, specifically a 0.116 hectare area at the southwest corner of the Lands, be referred to as the "Subject Property".
2. That the Section 8 of the Access Agreement be amended as follows:
 8. The Owner hereby acknowledges and agrees not to build, erect, or place any item, installation or structure on the Subject Property and the parties hereto acknowledge and agree that should the City require any of the Owner's structures to be relocated as a result of the Project, the City shall reimburse the costs associated with having this work completed.

3. That the Section 13 of the Access Agreement be amended as follows:

13. The Owner, for themselves, their successors and assigns, covenant with the City, its successors and assigns, to keep the Subject Property free and clear of any trees, buildings, structures or obstructions; not to deposit on or remove any fill from the Subject Property without first obtaining the prior consent of the City; not to do or suffer to be done any other thing which might injure or damage the said storm sewer system of the City and not to cover over or otherwise interfere with any catch basin, manhole or other appliance that is level with or about the surface of the Subject Property.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

We have the authority to bind the corporation



OWNER – ANN MARIE CAMPANA

\CITYDATA\Legal\Staff\PROPERTY\PR1 - PROPERTY - PROCEDURES-SALES-PURCHASES-EASEMENTS\PR1.89 - PROJECT -
McNabb Gladstone - various easements\PR1.89(3) 426 Bruce St - Campana Ann Marie\Amending Agreement - Campana Nov 2017.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-186

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and Nortrax Canada Inc. for the supply and delivery of One (1) Grader c/w Snow Wing and Front Blade as required by the Public Works Department.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Nortrax Canada Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the supply and delivery of One (1) Grader c/w Snow Wing and Front Blade as required by the Public Works Department.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 10th day of September, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

780213



JOHN DEERE

LEASE AGREEMENT

With Purchase Option

-Ag customers in all provinces except AB, SK, MB and QC
 -C&F customers in all provinces except individuals in QC
 -Turf (Commercial) customers in all provinces except individuals in QC

NOTE: ALL LESSOR'S RIGHTS AND BENEFITS UNDER THIS LEASE, AND ALL LESSOR'S INTEREST IN THE PROPERTY HAVE BEEN ASSIGNED TO JOHN DEERE CANADA ULC

Account number (for internal use only): _____
 JDC ULC GST #133846758RT0001
 JDFI GST #894925288RT0001
 QST # 1015119604

Impact Lease

This Lease is between Lessor, Lessee and Co-Lessee, if any:

Lessor's (Dealer's) Full Legal Name and Address (including postal code)		Lessor's (Dealer's) No.
NORTRAX CANADA INC. 199 MUMFORD ROAD UNIT F LIVELY, ON P3Y 1L2 7056927272		Lessor's (Dealer's) GST/HST Registration No.
Lessee's Full Legal Name (Last, First and Second, if Individual; English and French version, if any, if Corporation) and Address (including postal code)		Lessee's GST/HST Registration No.
		Name and Title of Signing Officer (if Corporation)
Name and Address of Distributor (Manufacturer) (Check applicable box)		<input type="checkbox"/> John Deere Canada ULC 295 Hunter Road - and - <input type="checkbox"/> Other Distributor (if applicable) Grimsby, ON L3M 4H5 (Specify Name and Address)

This Lease covers the lease of the property described below. The words **you** and **your** mean the Lessee and Co-Lessee, if any, named above. **We, our, us, and Lessor**, mean the Lessor (Dealer) named above and John Deere Canada ULC ("JD Canada") when the Lessor (Dealer) assigns this Lease after you sign it.

1. Description of the Property: The Lessor agrees to lease to you and you agree to lease the following property (the "Property"), on the terms and conditions set out in this Lease:

QTY.	YEAR	MFR.	NEW OR USED	MODEL	PROPERTY (SIZE AND DESCRIPTION)	POWER TAKE-OFF / NET POWER / HORSEPOWER	SERIAL NO. OR PRODUCT IDENTIFICATION NO.
1	2018	JOHN DEERE	New	772GX DW	JOHN DEERE 772GXDW MOTOR GRADER		1DW772GXEJF689269
Optional Service: John Deere Preventative Maintenance Plan							

Any attachments, accessories, repair parts or other equipment placed on the Property, any replacements of the Property, and any proceeds thereof, are considered part of the Property.

TRADE-IN and/or ADVANCE

QTY.	YEAR	MFR.	MODEL	DESCRIPTION OF TRADE-IN	SERIAL NO. OR PRODUCT IDENTIFICATION NO.	ALLOWANCE
				Total GST/HST on Allowance (Applies only where the Lessee is a GST/HST registrant and wishes to trade in equipment)		
Total Payoff Amount						
Net Trade-In (Allowance Less Payoff Amount, excl. taxes on Allowance, if any)						
Cash Advance						
Total Advance (Net Trade-In + Cash Advance)						

You agree to sell the above trade-in(s) to the Lessor (Dealer) named above which you confirm is (are) owned by you free and clear of all security interests, liens and other encumbrances except those in favour of the person(s) and to the extent shown above in "Description of Trade-In". You agree that the above trade-in allowance represents the fair market value of the trade-in(s). If any amount remains owing on the trade-in, you agree to pay such amount and to indemnify and hold us and our affiliates harmless from any loss suffered as a result of your failure to do so.

Please notify us immediately at 3430 Superior Court, Oakville, Ontario, L6L 0C4, if your name or address changes.

(1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable box

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2. Terms of Repayment: In return for leasing the Property, you promise to pay the Scheduled Lease Payment(s) from the Commencement Date to the Date Lease Term Ends as set out below:

Payment Frequency:

No. of Pay'ts.	First Payment Due Date (m/d/y)	Base Scheduled Lease Payment (excluding taxes)	Applicable Provincial Tax** (per payment)	Applicable Federal Tax** (per payment)	Scheduled Lease Payment (including applicable taxes)

**Tax rates are subject to change based on rates in effect on the payment due date.

Total Base Scheduled Lease Payments (excluding applicable taxes):

Total Scheduled Lease Payments (including applicable taxes):

3. Additional Details

1) Commencement Date (m/d/y)	
2) Date Lease Term Ends (m/d/y)	
3) Term (in months)	
4) Maximum Hours of Use Per Year	
5) Excess Use Charge Per Hour	
4. Amount Due on Signing	
1) Total Advance (from "Total Advance" above)	
2) a) Applicable Federal Tax on Total Advance (GST/HST)	
2) b) Applicable Provincial Tax on Total Advance	
3) First Scheduled Lease Payment(s) (including applicable taxes)	
4) Amount Due on Signing ((1) + (2)(a) + (2)(b) + (3))	

Option To Purchase: If you are not in default of any of the terms or conditions of this Lease and have given written notice not less than 60 days prior to the Date Lease Term Ends, then you have the option to purchase the Property on an "as is, where is" basis for the option price of _____ plus all applicable taxes. Upon receipt of such notice, we will invoice you for the option price, plus all applicable taxes, and all amounts outstanding under the Lease, and transfer title to the Property to you upon receipt of payment in full of such invoice. The Property must be inspected and certified as mechanically fit at your own expense as required by law.

Term. You will pay the Total Scheduled Lease Payments and all other applicable charges to us in advance, on the dates set out above in the section entitled Terms of Repayment up to and including the Date Lease Term Ends.

Payments. Payments set out above represent payments solely for use of the Property (including applicable fees) from Commencement Date to Date Lease Term Ends. Maintenance fees in respect of the Property are expressly excluded from the payments set out above, and do not form part of this Lease. You will make your payments to us at P.O. Box 4696, Station A, Toronto, ON M5W 6C5 or otherwise as we may designate. You will also pay, on demand, (a) interest on any amounts that are past due, until they are paid in full at the rate of 24% per annum ("Past Due Rate"); and (b) the Excess Use Charge for each hour the Property is used in excess of the Maximum Hours of Use Per Year shown above. We may accept payments marked "paid in full" or with other restrictive endorsements without losing any of our rights under this Lease. If a cheque is returned for any reason, including because of insufficient funds, you will pay us an administration fee of \$25 per occurrence. Your obligation to make payments will not be affected by any dispute between you and Dealer or manufacturer. To the extent not expressly prohibited by applicable law, you may not use such claims against Dealer or manufacturer as a defence, set-off, or counterclaim against any efforts by us or our assignee(s) to collect all you owe under this Lease or to repossess the Property. At the end of the Term, we will not charge or refund a difference of less than \$25 resulting from an underpayment or overpayment of your obligations under this Lease.

Application of Payments. Any money received by us may be applied, at our choice, to what you owe under this Lease or any other debt you owe us or any of our affiliates in spite of any instructions you may send us. Also, money may be applied, if permitted by law, to late charges before lease payments. If we assign this Lease, any assignee may apply any money it gets from you, as well as any such other amounts, at such assignee's choice to what you owe under this Lease or to any other debt you owe to such assignee, in spite of any instructions you may send.

Use, Care and Maintenance of the Property. You agree to: (a) not use the Property for personal, family or household use or allow the Property to be affixed, attached or joined to any realty; (b) at your own expense (unless covered by warranty), perform all maintenance, make repairs and replace all worn, broken or defective parts that are necessary to keep the Property in as good condition as it was when delivered to you, reasonable wear and tear only excepted; (c) not install or use any accessory or device on the Property which may damage or otherwise negatively affect the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Property in any way; (d) remove any non-financed accessory or device which is not otherwise prohibited under subsection (c) above before lease expiration or earlier termination, without damaging the Property; (e) keep the hour meter connected to the Property at all times and agree that the hour meter will be determinative as to the number of hours of operation; and (f) to maintain and operate the Property in accordance with the manufacturer's operator manual(s) and operating instructions. We may inspect the Property and your records pertaining to the Property at any reasonable time.

Claims Against the Property. You agree that we will retain title to and ownership of the Property and that no one but us has any legal interest in the Property or its proceeds. Unless and until you exercise your option to purchase the Property, this Lease does not convey to you any right, title or interest in or to the Property or its proceeds except as Lessee. You will keep the Property clear of all legal claims against it except ours. You may not sublease the Property, sell, transfer or encumber any interest in it, give possession or control to anyone else except as permitted herein. You may not remove the Property from the province noted in Lessee's address above without JD Canada's prior written consent.

Loss or Destruction of the Property. You will keep the Property insured (with an insurer satisfactory to us) (a) against all risks including, without limitation, total loss, fire, theft, damage or destruction; and (b) by General Liability Insurance with a limit of not less than \$1 million. If we require you to carry additional coverage, you will do so. You will cause JD Canada and John Deere Financial Inc. to be "Named Insured" and "Loss Payee" under each policy relating to the Property and you will give John Deere Financial Inc. a Certificate of Insurance as proof of such insurance. The insurance must be equal to the fair market value of the Property and must contain a provision requiring the insurer to provide John Deere Financial Inc. with 30 days notice of any proposed cancellation, non-renewal or material alteration. You give JD Canada and John Deere Financial Inc. the right to receive the proceeds of all insurance at any time covering the Property up to the Termination Value (defined below) of the Property. Loss, or destruction of, or damage to, the Property will not excuse you from making payments under this Lease, unless the insurance proceeds paid to us pay all you owe under this Lease. Salvage shall be disposed of as the insurer and/or we may elect. If the sum of the insurance and any salvage proceeds is less than the Termination Value defined below, you will pay the difference to us immediately.

Pickup and Return of the Property. You will pay all expenses for delivery of the Property to the location specified by you. Unless you exercise your option to purchase the Property, at your expense, you will return the Property to us at a place designated by us within 80 kilometres from Dealer's address above. We will be the sole judge of the condition of the returned Property and where applicable, reference will be made to the return provisions, if any, provided to you with this Lease. You will reimburse us for all direct and indirect expenses we incur to return the Property to good working condition, reasonable wear and

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tear only excepted. If you do not exercise your option to purchase the Property and fail to return the Property upon expiration or termination of this Lease, you will make an additional payment to us for each day the Property is retained by you at the rate of 1.5 times the prorated amount of the Total Scheduled Lease Payments payable during the Term. Your obligation will continue until we regain possession of the Property. Your payment of such amounts shall be without prejudice to our right to recover damages and expenses incurred as a result of any default by you under this Lease (but may be applied in mitigation or partial mitigation thereof). Such payment(s) will not entitle you to extend the Term. Our acceptance of such payment(s) is not a waiver of our right to insist on prompt return of the Property.

Liability. You assume all risk and liability for and shall hold us and our employees, officers, directors, agents, successors and assigns, harmless from all damages, claims, liabilities, losses, costs and expenses of any kind allegedly caused by the Property or arising out of its use, ownership, possession or transportation. Your liability under this Lease is not limited to the insurance required under this Lease.

Fees and Taxes. You will pay, in addition to the Total Scheduled Lease Payments, and the option price, if you exercise your option to purchase the Property, all further taxes of any kind (excluding income or capital taxes), all title fees, search and registration fees, license fees, fines, penalties and other similar charges of any kind, imposed on or with respect to the Property, its use or leasing, and all other amounts payable under this Lease. If the location of the Property has been changed to another taxing jurisdiction or the exempt status of the Property has been changed, you will notify us immediately in writing of such changes at 3430 Superior Court, Oakville, Ontario, L6L 0C4. If you do not, you will reimburse us for any taxes, interest, penalties, fines, or fees paid by us arising from such failure. If you fail to file required returns or reports or pay fines, penalties, fees or taxes when due, we may pay such fines, penalties, fees and taxes together with interest, penalties or fines on your behalf and you will reimburse us for all such amounts.

Default. You will be in default under this Lease if: (a) you fail to pay any amount you owe us when due; (b) you fail to perform or observe any other covenant, condition or obligation under this Lease; (c) you use the Property for any illegal purpose; (d) you commit an act of bankruptcy, become insolvent or bankrupt, admit your insolvency, make an assignment for the benefit of creditors, or bankruptcy or insolvency proceedings, whether formal or informal, are instituted by or against you or if you suffer an adverse material change in your financial condition which causes us to deem ourselves or any of the Property to be insecure; or (e) you default under any other agreement with us, or any agreement between you and any of our affiliates. Both Lessee and Co-Lessee shall be in default under this Lease if any of the events described above occurs with respect to one or both of you.

Enforcing Our Rights. If you are in default under this Lease, we shall have the right to do all or any of the following: (a) whether or not we elect to terminate this Lease, require immediate payment by you of the applicable Termination Value calculated in accordance with this Lease, together with all applicable taxes and all reasonable costs and expenses of collection by suit or otherwise, including legal costs on a solicitor and his own client basis; (b) terminate this Lease immediately with respect to the Property or any portion thereto or terminate any other agreement with us and any agreement between you and any of our affiliates, or both; (c) take possession of or render the Property unusable without demand or notice and without any court order or other process of law and no such action shall constitute a termination of the Lease; (d) sell or otherwise dispose of the Property or any portion thereof at public or private sale and without demand on you for payment or notice of intention to sell, retain the proceeds of any such sale or disposition, and, unless previously terminated under subsection (b), terminate this Lease as of the date of such sale. (If the proceeds, after deducting all costs and expenses incurred in connection with enforcement, storage and sale of the Property and after deducting any payments and other obligations due and unpaid under this Lease on the date of the sale, are less than the Termination Value, you will pay us the difference and in the event of a sale for deferred consideration, we may estimate and require payment of the estimated difference based on our calculation of the present value of the deferred portion of the sale proceeds); (e) lease or otherwise dispose of the Property or any portion thereof with or without terminating this Lease and receive and apply any sublease payments or other disposition proceeds against amounts due by you and in mitigation of our damages, apply such proceeds (net of all costs and expenses incurred) to your obligations to us without releasing you from your obligations in respect of any shortfall in recovery; and (f) exercise any other remedy available to us at law or in equity, including the recovery of damages and expenses caused by your failure to perform or observe any covenant, condition or obligation under this Lease. In addition, if you fail to (a) make repairs or maintain the Property; (b) keep the Property free of all legal claims; or (c) carry insurance, we may make the repairs, settle the claims or purchase the insurance and charge you what it costs, including our legal expenses on a solicitor and his own client basis or on the highest basis recognized by law.

Termination Value. "Termination Value" as used in this Lease, is a genuine, pre-estimate of the damages suffered by the Lessor in the circumstances and is not a penalty. Termination Value is calculated as follows: (a) the total of all due and unpaid Base Scheduled Lease Payments on the date of loss, destruction, or default (the "Termination Date") including all rent and other amounts due and unpaid as of the Termination Date; plus (b) the present value of all future, unpaid Base Scheduled Lease Payments, if any, in respect of the balance of the Term, including any such amounts that would become owing but for any termination of this Lease; plus (c) the present value of the Estimated Residual Value of the Property; plus (d) interest at the Past Due Rate from the Termination Date on (a), (b), and (c) to the date of receipt of proceeds; plus (e) applicable taxes on (a), (b) and (c). "Estimated Residual Value" means JD Canada's expected value of the Property at the end of the Term as determined by JD Canada in our sole discretion at or prior to the Commencement Date and used by JD Canada to calculate the Total Base Scheduled Lease Payments. Upon your request, we will advise you of the Termination Value used in computing your obligations arising out of any loss, destruction or default. In all cases, the present value is to be determined by discounting all required amounts at a rate equal to the lesser of: (i) 2% per annum and (ii) the rate used to calculate your Base Scheduled Lease Payments under this Lease.

Assignment. (a) You may not assign this Lease. You may not assign any rights in the Property or enter into any rental of the Property or any part thereof without the prior written consent of JD Canada and the completion of additional documents JD Canada may require. In the event that any Property so rented may be inventory, as defined in the applicable *Personal Property Security Act* (the "PPSA"), you will take all necessary action to maintain a first ranking security interest in the Property and any rental agreements thereof, including effecting registrations under the PPSA where required. (b) By signing this Lease, Dealer automatically assigns all Dealer's rights and benefits in and under this Lease and all payments due or to become due under this Lease to JD Canada and you acknowledge such assignment. (c) You waive further notice of such assignment. (d) JD Canada, and its assignees, may assign any of its rights and benefits in and under this Lease or any payments due or to become due under this Lease or its right, title and interest in and to the Property, in whole or in part to any person without any notice to you.

Warranty. If the Property includes new John Deere equipment, then we will deliver to you a Warranty for New John Deere Agricultural Equipment or Standard Warranty for New John Deere Construction Equipment, as applicable (the "Warranty"), which Warranty will commence on the date of this Lease. None of JD Canada, the manufacturer of the Property, or Dealer makes any other representations of any kind (and there are none) written or oral, express or implied, statutory or arising from a course of dealing, usage of trade or otherwise other than (a) the Warranty referred to above and (b) statutory warranties (but only to the extent that such warranties may not be excluded, waived or disclaimed). Each of them expressly disclaims any and all representations, warranties and conditions as to the condition, durability, fitness for purpose, merchantability or performance of the Property or as to the absence of defects (latent or otherwise), and you waive all statutory, implied and other warranties, representations or conditions relating to the Property. None of JD Canada, the manufacturer of the Property, or Dealer, shall be liable to you or any third parties for any damage or injuries, or be liable for fundamental breaches or for breaches of fundamental terms, or for any incidental, indirect, special or consequential damage, or damages for loss of profit or revenue. There will be no abatement of your obligations under this Lease because of the unavailability of maintenance service or any item of the Property during periods of repair, whether covered by warranty or not.

Notice. You will be considered conclusively to have received any document we send to you under this Lease: (a) when we deliver the document to you in electronic or written form, if we choose to deliver it to you in such form; or (b) on the 10th day after we mail it to you, if we mail it to you at the latest address for you that we have in our records. Any notice to be given by us to you will be sufficient if given to either one of the Lessee or Co-Lessee, if applicable. A separate notice will not be given to both of you.

Waiver. No delay or omission in the exercise of any of our rights or remedies shall affect our rights or remedies or the subsequent exercise of them or be construed as a waiver or acquiescence. No waiver shall be effective against us unless given by JD Canada, or its assigns, in writing. If you are a corporation, *The Limitation of Civil Rights Act* (Saskatchewan) shall not apply to this Lease. You waive all rights, benefits and protections given by the provisions of any existing or future statute which may impose limitations on our powers, rights and remedies or upon the methods of realization or enforcement. You waive any

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(1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable box

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right of reinstatement of this Lease following default. You waive the right to receive a copy of any financing statement, financing change statement, verification statement or other document relating to this Lease.

Power of Attorney. You irrevocably appoint JD Canada and each of its affiliates and their respective officers and employees as your agent and attorney with full power of substitution and delegation to: (a) endorse all cheques made payable to JD Canada and you, jointly, in connection with the Property; (b) permit or facilitate the enforcement of our rights; (c) recover insurance proceeds; and (d) carry out fully this Lease.

Further Assurances. You will do, execute and deliver such things and documents as we may request from time to time to cure any defects in the execution and delivery of this Lease and in any other document relating to this Lease or the Property, to perfect and protect our right, title and interest in the Property, permit and facilitate the enforcement of our rights and otherwise to carry out fully this Lease. We may correct patent or clerical errors in this Lease and in any other document relating to this Lease or the Property and insert serial numbers and other descriptive details with respect to the Property.

Severability. Any provision of this Lease which is void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be severed without invalidating the balance of this Lease. Our rights in the section entitled Enforcing Our Rights are subject to applicable law. Our disclaimer and that of the manufacturer and Dealer in the section entitled Warranty is made to the fullest extent permitted by law. Your waivers are subject to applicable law and are given to the fullest extent permitted by such law.

Grant of Security. As security for the payment and performance of all your present and future obligations to Dealer, JD Canada and any affiliate of JD Canada hereunder and under any other lease, instalment sale contract, instalment lease or other agreement or instrument to which you are a party or by which you are bound, which the Dealer has now assigned or hereafter assigns to JD Canada or any affiliate of JD Canada, whether contingent or otherwise, you hereby grant, assign, convey, transfer, pledge, hypothecate, charge and otherwise grant a security interest to and in favour of JD Canada, in (i) the Property, wherever located, and whether or not characterized as "inventory" for the purposes of the PPSA, (ii) all attachments, accessions, additions to and substitutions for, and property acquired by you as trade-ins for the Property, (iii) all your rights, title and interest in, to and under any and all rental agreements, instalment sale contracts, instalment leases or similar agreements entered into by you relating to the rental, sale, resale or other disposition of the Property, together with the benefits, rights and remedies thereunder, including without limitation, the right to receive all rentals and other monies now or hereafter due or to become due pursuant thereto, the right to receive the proceeds of insurance pursuant thereto, and all other rights, powers and privileges granted therein and the moneys payable thereunder, (iv) all debts, accounts, claims, money, choses in action and demands arising from the rental, sale, resale or other disposition of the Property, (v) all returns or repossession of the Property, and (vi) all proceeds of the above, including without limitation, any claims by you against third parties for loss or damage to or destruction thereof and all present and after-acquired personal property acquired using any proceeds of the above.

Privacy. You authorize us and our affiliates to collect, use and disclose your personal information from time to time for the following purposes ("Purposes"): (a) to assess your creditworthiness; (b) to extend credit to you; (c) to verify your identity and service and collect your account; (d) to initiate, maintain and develop our business relationship with you in connection with offering and servicing of products, services and credit; (e) to establish your eligibility for special offers and discounts; (f) to monitor your purchasing history; (g) to build credit score cards for our business; (h) to comply with applicable law; and (i) for the promotional purposes described below. We and our affiliates may also use (but will not disclose) your personal information to promote and market additional goods, services and special offers from us, our affiliates and/or suppliers (namely, agricultural, commercial and consumer, and construction and forestry suppliers, insurance providers and other third party suppliers), including by means of direct marketing. We and our affiliates may also disclose your non-sensitive personal information (e.g. name and mailing address) to suppliers so that they can send you promotional materials directly. If you do not want us or our affiliates to use your personal information to build credit score cards or for promotional purposes in this manner and/or if you do not want us to disclose your non-sensitive personal information to suppliers for promotional purposes at any time call us at 1-800-321-3766 or write to us at the address below.

You authorize us and our affiliates, in carrying out the Purposes, to disclose and collect your personal information to and from dealers and merchants (such as John Deere dealers and Multi-use Account merchants) and the above mentioned suppliers and, in assessing your creditworthiness and extending credit to you and building credit score cards, to disclose and collect your personal information to and from credit reporting agencies, credit bureaus, financial institutions, your creditors, and your employer, and to and from entities that you have identified on your credit application form.

We and our affiliates reserve the right to assign this Lease and your account to third parties who in turn also have a right of further assignment. You consent to the disclosure of your personal information to such assignees and to the collection, use and disclosure of your personal information by them as required to service and collect your account and to give effect to the assignment of your agreement and your account to them. You are not required to provide social insurance numbers to us but if you do, they will be used to match credit bureau information and to verify your identity. We and our affiliates may retain your information in our records for so long as it is needed for the Purposes above. Your consent remains valid after termination of our relationship with you. The consent you grant herein is valid regardless of whether credit is offered or extended to you by us. Affiliates include without limitation John Deere Financial Inc. For a copy of the John Deere privacy policy you may call or write to the Chief Privacy Officer at John Deere Financial Inc., 3430 Superior Court, Oakville, Ontario, L6L 0C4. You consent and agree that your telephone conversations with us may be recorded to improve our customer service.

Miscellaneous. This Lease is binding on all parties to it and on their respective legal and personal representatives, heirs and successors, as applicable, and anyone to whom this Lease is assigned by us. This Lease, together with any return provisions provided with this Lease and the Warranty, constitutes the entire agreement between the parties with respect to the Property. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, oral or written, express or implied, collateral, statutory or otherwise, relating to the Property except as herein provided. This Lease is governed by the laws of the province noted in Dealer's address above. You acknowledge and agree that Dealer is not an agent, employee or representative of JD Canada or its assigns except that, with respect to consigned John Deere equipment, the Dealer is authorized to demonstrate, rent, lease and sell such consigned equipment on the terms and conditions contained in the Dealer Agreement made between Dealer and JD Canada as the same may be amended from time to time. Time is of the essence of this Lease. You acknowledge receipt from Dealer of the manufacturer's operator manual(s) and operating instructions for the Property. You acknowledge that Dealer has conveyed to you all safety related instructions recommended by the manufacturer, and that all safety decals and protective shielding provided by the manufacturer are in place on the Property. You acknowledge receiving a copy of this Lease and the Warranty, if applicable.

Language Clause. The parties hereto confirm their express wish that this Lease as well as all other documents related hereto, including notices, be drawn up in the English language only and declare themselves satisfied therewith; les parties aux présentes confirment leur volonté expresse de voir le présent bail de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement et s'en déclarent satisfaits.

Signing. If you have read this Lease and agree to its terms and conditions sign below. You agree that we may rely on any electronic or facsimile signature as if it were an original. If a Lessee and Co-Lessee sign this Lease, each of you will be jointly and severally responsible for the full payment and performance of all obligations under this Lease. Each of you shall remain so liable, even if we release the other person, release any security, waive rights, give new credit or extend or renew this Lease. If the property was delivered to and accepted by you on a date other than the date of this Lease, you will complete and sign the Delivery and Acceptance Certificate below. If you do not, you acknowledge that the property was both delivered to, and accepted by you in good condition and as ordered on the date of this Lease. Any change to the terms of this Lease shall not be effective and binding on JD Canada unless first agreed to in writing by JD Canada or its assigns.

Advice of Physical Damage Insurance: You must complete this section.

Insurance Company _____

Name and Address of Broker _____

Broker's Tel. Number _____ Policy Number _____ Policy Expiry Date (m/d/y) _____

Please notify us immediately at 3430 Superior Court, Oakville, Ontario, L6L 0C4, if your name or address changes

(1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable box

Original Dealer Copy Customer Copy

The Dealer has no authority to waive any amount owing by you to JD Canada or its assigns under this Lease. You shall not be discharged from your obligations under this Lease until you have paid, performed, satisfied and discharged all of your obligations under this Lease.

Lessee's Signature by: _____
COPORATION OF THE CITY OF SAULT STE MARIE

Lessor's (Dealer's) Signature _____ Dated (m/d/y) _____

Delivery and Acceptance Certificate: Complete this section only if the property is not delivered to you on the date of this Lease.

You acknowledge delivery and acceptance of the property in good condition and as ordered on the _____ day of _____, _____.

Lessee's/Co-Lessee's Signature _____

Please notify us immediately at 3430 Superior Court, Oakville, Ontario, L6L 0C4, if your name or address changes

(1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable box

Original Dealer Copy Customer Copy



JOHN DEERE

584123

JOHN DEERE FINANCIAL INC, 3430 Superior Court, Oakville, Ontario, L6L 0C4 Telephone (905) 319-9100 Fax 1-866-606-6676

To: CORPORATION OF THE CITY OF SAULT

STE MARIE

(Last, First and Second, if Individual)

Re: 2018 JOHN DEERE 772GXDW MOTOR GRADER
1DW772GXEJF689269

Value: \$ 363670.00

Under the terms and conditions of your agreement (such agreement to include Conditional Sales Agreement, Lease, Chattel Mortgage or other finance contract) **John Deere Financial Inc.** and **John Deere Canada ULC** require written confirmation of your insurance coverage prior to advancing any payment on your behalf.

Minimum Insurance Coverage Requirements as follows:

All Risk Perils (Casualty Insurance): Minimum coverage equal to the cost of the equipment and replacement value for the remaining term of the contract. Maximum deductible to be no more than 5% of the insured value. **John Deere Financial Inc.** and **John Deere Canada ULC** to be named as **First Loss Payees**.

Liability coverage: Coverage in amounts and against risks customarily insured against on similar equipment, minimum acceptable coverage \$1,000,000. **John Deere Financial Inc.** and **John Deere Canada ULC** to be noted as **Additional Named Insured**.

Please complete the following information and then forward to your agent/broker. Your agent/broker should submit the completed form to John Deere Financial Inc. by fax at 1-866-606-6676 or by email to JDFCANDealerServicing@JohnDeere.com

Agent/Broker	Attention
Address	City
Province	Postal Code
Phone	FAX
Signature	Date

(by signing above, I hereby authorize and consent to the release of the information required by John Deere Financial Inc.)



JOHN DEERE

584123

John Deere Financial Inc. 3430 Superior Court, Oakville, Ontario, L6L 0C4 Telephone (905) 319-9100 Fax 1-866-606-6676

To: **CORPORATION OF THE CITY OF SAULT**

STE MARIE

(Last, First and Second, if Individual)

Re: **2018 JOHN DEERE 772GXDW MOTOR GRADER**
1DW772GXEJF689269

Value: \$ 363670.00

The information provided below is in reference to form # 584123

To John Deere Financial Inc.: We hereby confirm details of the insurance coverage carried by the above noted client as follows:

Insurance Company: _____ Policy No. _____

Expiry Date (y/m/d) _____ Liability Coverage \$ _____

All Risk Coverage \$ _____ Deductible \$ _____

John Deere Financial Inc. and **John Deere Canada ULC** are noted as First Loss Payees for the above mentioned equipment under the All Risk Perils Coverage and as Additional Named Insured under the Liability Coverage. A certified copy of the Policy will follow in due course. **John Deere Financial Inc.** and **John Deere Canada ULC** will be given a minimum of 30 days prior written notice of any termination, cancellation or significant alteration to the terms of the insurance carried by this client.

Signature of Agent/Broker: _____ Date (m/d/y): _____



JOHN DEERE

3430 Superior Court
Oakville, Ontario L6L 0C4
Phone: (905) 319-9100; Fax: (905) 319-1809

**PRE-AUTHORIZED PAYMENT PLAN
AUTHORIZATION FOR BUSINESS USE**

TO:EACH OF JOHN DEERE FINANCIAL INC. AND JOHN DEERE CANADA ULC

This authorization is provided for your benefit and the benefit of the financial institution named below (and/or any other financial institution I (we) may authorize at any time) (the "Financial Institution") in consideration of the Financial Institution agreeing to process debits against the account described below (the "Account") in accordance with the rules of the *Canadian Payments Association*. This authorization includes the specified amount(s) and intervals for payments to you under the agreements entered into with you or assigned to you, which agreement(s) are attached and incorporated by reference herein (the "Agreements"). I (We) hereby authorize you and the Financial Institution to draw on the Account for payment of such amounts under the Agreements, commencing the 10 day of September, 2018.

I (We) warrant and guarantee that all persons whose signatures are required to authorize this authorization have signed below. I (We) acknowledge that delivery of this authorization to you constitutes delivery to the Financial Institution. I (We) acknowledge that the Financial Institution is not required to verify that a pre-authorized debit ("PAD") has been issued in accordance with the particulars of this authorization, or that the purposes for which this authorization is given have been fulfilled by you, before debiting the Account. I (We) have certain recourse rights if any debit does not comply with this agreement. For example, I (We) have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my (our) recourse rights, I (we) may contact the Financial Institution or visit www.cdnpay.ca. You may disclose the information contained in this authorization to the Financial Institution. I (We) confirm my (our) express wish that this authorization and all documents related thereto be drawn up in English. Les parties confirment leur volonté expresse de voir la présente autorisation et tous les documents s'y rattachant être rédigés en anglais.

I (We) understand that I (we) may revoke this authorization at any time by notifying you at least 10 days before the next PAD is scheduled. I (We) understand that a sample cancellation form and further information on my (our) right to cancel a PAD may be obtained from the Financial Institution or by visiting www.cdnpay.ca. I (We) also understand that this authorization applies only to the method by which I (we) pay you and does not affect any agreement for the supply of goods or services between us. I (We) will give you written notice of any change in the Account information provided in this authorization prior to the next due date of a PAD. **I (We) agree to waive any obligation you may have to send to me (us) pre-notification(s) of the amount(s) to be debited, the due date(s) of debiting, and any other notice(s) under the rules of the Canadian Payments Association.**

CUSTOMER INFORMATION

Name / Address: CORPORATION OF THE CITY OF SAULT STE MARIE
128 SACKVILLE RD, SAULT STE. MARIE, ONTARIO P6A 4T6

NAME OF FINANCIAL INSTITUTION

Name / Address: _____

Phone Number: - - - Current Chequing (check one)

Branch/Transit Number

--	--	--	--	--

 Institution Number

--	--	--

 Account Number

--	--	--	--	--	--	--	--	--	--

*****PLEASE PROVIDE A SAMPLE CHEQUE MARKED "VOID"*****

DATED this _____ day of _____, _____.

AGREED:

CORPORATION OF THE CITY OF SAULT STE MARIE
By:

(Signing Officer's Signature)
.. PRESIDENT

**JOHN DEERE****ADDENDUM TO LEASE AGREEMENT**

Customer account number (for internal use only): _____

Reference is made to a Lease Agreement, Contract No. 780213 (the "Lease")

BETWEEN: _____

AND _____

DATED _____

(the "Lessor" (Dealer))

(the "Lessee(s)")

The following Property return provisions are incorporated into and form part of the Lease. Capitalized terms not defined in this addendum shall have the meanings given to them in the Lease. For the purposes of this addendum, the Property and all attachments, accessories, repair parts or other property placed on the Property which is the subject of the Lease shall be referred to as the "Property". Under the Lease, the Property must be returned in as good condition as it was when delivered, reasonable wear and tear only excepted. Lessee and Co-Lessee, if any, agree that any condition described in paragraph nos. 1 through 4 of this addendum constitutes unreasonable wear and tear. Lessee and Co-Lessee, if any, also agree to the additional terms in paragraph nos. 5 through 7 of this addendum.

Property Description and Serial No./Product Identification No.	Engine Hours of Use at Commencement Date <small>(If blank, Lessee and Co-Lessee, if any, agree that the hours of use at Commencement Date were zero (0))</small>

1. Mechanical

- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components are missing, broken or unsafe or do not operate normally, other than normal tune-ups, given the age of Property.
- C. Wear on power train assembly that exceeds manufacturer's then-current standards for normal wear and tear.
- D. Filters are not within manufacturer's specifications.
- E. Gauges or fluid indicators are damaged or do not function, electrical systems fail to operate properly, batteries fail to hold a charge or wire harnesses are not tied down and kept secured, dry and clean.
- F. Pumps, motors, valves or cylinders not in good operating condition or fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis).
- G. Property not serviced according to manufacturer's operating manual.
- H. Any lubricant, water or air conditioning leaks.

2. Exterior

- A. Any dent larger than 2 inches in diameter or excessive number of dents or scratches.
 - B. Any scratch 8 inches or longer that reaches the metal skin.
 - C. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
 - D. Substandard paint repairs, including peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost of \$200 or more.
 - E. Rust holes in the body metal or a rust spot that covers more than a 4 square inch area.
 - F. Any glass that must be replaced due to cracks or missing glass and any windshield damage requiring repair costs of \$50 or more.
 - G. Any frame damage and substandard frame repairs.
 - H. Any lights not in working condition.
- I. Any tires, tracks, rims, rollers (a) with broken side walls or excessive cuts, damages, dents or (b) with less than 50% of useful life remaining, or (c) not of the same size, type, grade or equivalent quality manufacture as originally included on Property.
- J. Wear items with less than 50% of useful life remaining, including but not limited to brakes and brake drums, batteries, clutch and undercarriage components.

3. Cab/Operator Platform

- A. Heavy interior soil or strong odours that cannot be removed by general cleaning.
- B. Operator environment not in clean condition.
- C. Any holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General

- A. Property not operated or maintained in accordance with manufacturer's specifications or if components, fuels or fluids used on or in connection with the Property do not meet manufacturer's standards.
- B. Any other damage that in the aggregate costs \$250 or more to repair or that makes Property unlawful or unsafe to operate or repair that is required in order for the Property to pass applicable safety inspection tests.

5. Other

- A. All warranty and PIP work must be completed prior to the Termination Date.
- B. Records must be kept verifying all service and maintenance work completed until Property is returned to John Deere Canada ULC, its agents or assignees (collectively "JD Canada").
- C. Property must be cleaned prior to its return.
- D. All toxic contamination must be removed and Property inspected before return in the event of exposure to hazardous materials.

SEE OVERLEAF

(1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable box
 Original Dealer Copy Customer Copy

6. Hour Meter Lessee and Co-Lessee, if any, agree that the hour meter included with the Property is conclusive of the number of hours of Property use.

7. Invoices for Unreasonable Wear and Tear In the event JD Canada, in its sole discretion, determines that any Property is returned with unreasonable wear and tear, Lessee and Co-Lessee, if any, shall, upon receipt of an invoice from JD Canada:

A. For Property in any condition described in paragraphs 2.I. and 2.J., pay to JD Canada, in JD Canada's sole discretion, an amount equal to JD Canada's estimate of (1) the cost to replace the affected item(s), or (2) the cost to replace the affected item(s) multiplied by the difference between (a) JD Canada's estimate of the percentage of the useful life of the item(s) then remaining, and (b) 50%. (For example, if JD Canada determines Property has tires with 20% of their useful life remaining, the amount payable to JD Canada would be the cost of new tires X (50% - 20% = 30%).

B. For Property in any other condition described in this addendum, pay JD Canada the cost of repairing or replacing the affected item(s) that JD Canada, in its sole discretion, determines necessary to return the Property to its required condition.

The condition of the Property will be determined by inspection by JD Canada or its designate upon return of the Property. All amounts payable hereunder are due immediately upon receipt of an invoice from JD Canada. Interest, both before and after demand, default and judgment is payable on such amounts at the rate of 24% per annum calculated daily commencing from the date of JD Canada's notice until payment in full. Failure to make the required payment to JD Canada within ten (10) days of demand shall constitute a default by Lessee and Co-Lessee, if any, under the terms of the Lease. The parties hereto confirm their express wish that this addendum as well as other documents related hereto, including notices, be drawn up in the English language only and declare themselves satisfied herewith; *les parties aux présentes confirment leur volonté expresse de voir le présent addendum de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement et s'en déclarent satisfaits.*

Lessee's Signature by: _____
CORPORATION OF THE CITY OF SAULT STE MARIE

Date: _____

Dealer's Signature: _____

Date: _____

SEE OVERLEAF

(1) Print one copy; (2) Obtain signatures; (3) Photocopy twice; (4) Check applicable box
 Original Dealer Copy Customer Copy

44	2022-04-15	\$0.00	\$0.00	\$0.00	\$271181.74	SKIP
45	2022-05-15	\$0.00	\$0.00	\$0.00	\$272277.84	SKIP
46	2022-06-15	\$0.00	\$0.00	\$0.00	\$273373.94	SKIP
47	2022-07-15	\$0.00	\$0.00	\$0.00	\$274470.04	SKIP
48	2022-08-15	\$0.00	\$0.00	\$0.00	\$275566.14	SKIP
49	2022-09-15	\$0.00	\$0.00	\$0.00	\$276662.24	SKIP
50	2022-10-15	\$7967.84	\$7672.70	\$295.14	\$269790.50	REG
51	2022-11-15	\$7967.84	\$1094.90	\$6872.94	\$262917.56	REG
52	2022-12-15	\$7967.84	\$1067.01	\$6900.83	\$256016.73	REG
53	2023-01-15	\$7967.84	\$1039.00	\$6928.84	\$249087.89	REG
54	2023-02-15	\$7967.84	\$1010.88	\$6956.96	\$242130.93	REG
55	2023-03-15	\$7967.84	\$982.65	\$6985.19	\$235145.74	REG



JOHN DEERE FINANCIAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2018-187

STREET ASSUMPTION: (Map 334) A by-law to assume for public use and establish as a public street part of Sunnyside Beach Road abutting 209 Sunnyside Beach Road and 221 Sunnyside Beach Road, being part of PIN 31617-0117 (LT) and part of PIN 31617-0160 (LT).

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

1. STREET ESTABLISHED AND ASSUMED

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street being part of Sunnyside Beach Road abutting 209 Sunnyside Beach Road and 221 Sunnyside Beach Road, being part of PIN 31617-0117 (LT) and part of PIN 31617-0160 (LT).

2. EFFECTIVE DATE

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

PASSED in open Council this 10th day of September, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.



PUBLIC ROAD

221 Sunnyside Beach Rd.

Des Chene Park "A"
Sub.

66'

100'

116'

169'

200' Sunnyside Beach Rd.

SUNNYSIDE BEACH ROAD

Des Chene Park Subdivision

2

157.6'

3

162'

4

159.3'

5

163.6'

6

Subject Property

Map 334

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2018-190

AGREEMENT: (T1) A by-law to authorize the execution of the Agreement between the City and Alo Lumber and Building Supplies Limited for a Tax Sale Extension for the owner of 780 Third Line West.

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 September 10, 2018, between the City and Alo Lumber and Building Supplies Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is for a Tax Sale Extension for the owner of 780 Third Line West.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 10th day of September, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

THIS AGREEMENT made in duplicate this 10th day of September, 2018 between the Corporation of the City of Sault Ste. Marie and Alo Lumber and Building Supplies Limited.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as: "City")

OF THE FIRST PART

-and-

ALO LUMBER AND BUILDING SUPPLIES LIMITED
(hereinafter referred to as: "Owner")

OF THE SECOND PART

TAX ARREARS EXTENSION AGREEMENT

1. The Owner is the owner of land described as 780 Third Line West in the City of Sault Ste. Marie, (the "Owner's Land") as set out in Instrument No. AL177742 registered in the Land Registry Office for the District of Algoma;
2. There were arrears of taxes in respect of the Owner's Land on December 31, 2016 in the amount of \$9,651.79 and a tax arrears certificate was registered in the Land Registry Office, as set out in Instrument No. AL177742;
3. Under s. 378 of the Municipal Act, 2001, S.O. 2001, c. 25, a municipality may by by-law passed after registration of a tax arrears certificate authorize an extension agreement to be entered into by the municipality with the Owner in order to extend the period of time within which the cancellation price is to be paid;

IN CONSIDERATION of the premises and of the covenants and obligations contained in this Agreement, it is hereby agreed as follows:

1. The parties agree that the period of time within which the cancellation price is to be paid shall be and is hereby extended to September 15, 2019, providing the Owner is not in default hereunder.
2. Despite any of the provisions of this Agreement, the Owner acknowledges that the Municipal Act, S.O. 2001, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes with respect to the Owner's Land, except that the Treasurer and the collector of taxes of the City without waiving any statutory rights and powers of the City or the Treasurer, agree that the City shall not enforce collection of such tax payments by the sale of the Owner's Land, during the time that this Agreement is in force, so long as the Owner is not in default hereunder.
3. The Owner agrees to pay to the City the sums indicated in Schedule "A", attached to and forming part of this Agreement, in the manner indicated therein.
4. In the event that the Owner sells the Owner's Land prior to September 15, 2019, the balance of the cancellation price shall become immediately due and payable on the business day immediately prior to the date of closing of the sale.

5. In the event that the Owner defaults in any payment hereunder or is in default of any covenant or condition hereunder, this Agreement shall cease to be considered a subsisting agreement for the purpose of Part XI of the Municipal Act, 2001.
6. Despite the provisions of paragraph 1, the Owner, or any other person, may on or before September 15, 2019, pay the balance of the cancellation price and, upon receipt of the said payment by the City, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
7. In the event that the cancellation price is not paid by September 15, 2019 this Agreement shall terminate. The Owner will not object to the sale of the Owner's Land by the City and shall consent to any court orders necessary to permit the City to sell the said land. The Owner covenants and agrees to be bound by this paragraph 7 notwithstanding the termination of this Agreement.
8. This Agreement shall extend to and be binding upon and enure to the benefit of the parties and to their respective successors and assigns.
9. Any notice to be given to the parties to this Agreement shall be sufficiently given if sent by registered or certified post to the following address:

To the City:
City Tax Collector
Tax Division
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

To the owner:
Toomas Aloe
Alo Lumber and Building Supplies Limited
40 Sunnydale Rd
Sault Ste. Marie, ON P6C 3A6

IN WITNESS WHEREOF the parties have affixed their Corporate seals attested by the hands of their respective officers in that behalf, as of the day of the year first above written.

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CLERK - MALCOLM WHITE

ALO LUMBER AND BUILDING
SUPPLIES LIMITED


TOOMAS ALOE
(I have authority to bind the Corporation)

SCHEDULE "A"

Calculation of Payment Required under Tax Arrears Extension Agreement

AMOUNT:

1. Outstanding taxes, penalty and interest charges on Tax Arrears Certificate to December 31, 2016	\$9,651.79
2. Tax Sale Costs	\$750.00
3. Additional taxes levied and interest charges subsequent to tax sale proceedings from December 31, 2016 to September 15, 2019	\$12,598.21
Total amount to be paid under Tax Arrears Extension Agreement	\$23,000.00
TO BE PAID AS FOLLOWS:	

1. Two (2) monthly payments of \$1,000.00 starting September 15th, 2018 to October 15th, 2018 and Ten (10) monthly payments of \$1,500.00 starting November 15th, 2018 to September 15th, 2019 and One (1) lump sum payment of \$7,000.00 to be paid on November 15th, 2018. All funds shall be made payable to The Corporation of the City of Sault Ste. Marie by certified cheque or money order.
2. Any remaining balance of the outstanding taxes interest and costs will be paid on September 15th, 2019.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO 2018-188

STREET CLOSING & CONVEYANCE: (Map 334) A by-law to stop up, close and authorize the conveyance of a portion of Sunnyside Beach Road abutting 209 Sunnyside Beach Road and 221 Sunnyside Beach Road, being part of PIN 31617-0117 (LT) and part of PIN 31617-0160 (LT).

WHEREAS the street described as part of Sunnyside Beach Road abutting 209 Sunnyside Beach Road and 221 Sunnyside Beach Road, being part of PIN 31617-0117 (LT) and part of PIN 31617-0160 (LT) was established as a public street and assumed for public use by By-law 2018-187;

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

1. STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED

The street described as part of Sunnyside Beach Road abutting 209 Sunnyside Beach Road and 221 Sunnyside Beach Road, being part of PIN 31617-0117 (LT) and part of PIN 31617-0160 (LT) having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. EXECUTION OF DOCUMENTS

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. EASEMENTS TO BE RETAINED

The street is subject to the retention of easements if required.

4. EFFECTIVE DATE

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

By-law 2018-188
Page 2

READ the FIRST and SECOND time in open Council this 10th day of September, 2018.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

da \\CITYDATA\LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-188 STOP UP CLOSE CONVEY PT SUNNYSIDE BEACH ROAD.DOCX

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.



PUBLIC ROAD

221 Sunnyside Beach Rd.

Des Chene Park "A"
Sub.

66'

100'

116'

169'

200' Sunnyside Beach Rd.

SUNNYSIDE BEACH ROAD

Des Chene Park Subdivision

2

157.6'

3

162'

4

159.3'

5

163.6'

6

Subject Property

Map 334