

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

Monday, March 4, 2019

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	14 - 22
Mover Councillor L. Vezeau-Allen	
Seconder Councillor M. Bruni	
Resolved that the Minutes of the Regular Council Meeting of 2019 02 11 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
4. Approve Agenda as Presented	
Mover Councillor L. Vezeau-Allen	
Seconder Councillor R. Niro	
Resolved that the Agenda for 2019 02 25 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 30th Anniversary of the Canadian Bushplane Heritage Centre	
Dan Ingram, Executive Director and Edie Suriano, Events and Marketing Coordinator	
5.2 Quonta Drama Festival 2019	

Randi Houston Jones, President Sault Theatre workshop and Susana Herranz, Vice President Sault Theatre workshop

5.3 International Women's Day

Representatives of the Sault Ste. Marie Chamber of Commerce

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that all the items listed under date 2019 02 25 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Correspondence

6.1.1 *Library Board Budget* 23 - 24

Correspondence from Mayor C. Provenzano to the Library Board.

6.1.2 *US Tariffs on Canadian Steel and Aluminum* 25 - 27

Correspondence from Mayor C. Provenzano to Ambassador MacNaughton and Senator Gary Peters.

6.2 Council Travel

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that Mayor C. Provenzano be authorized to travel to Toronto for three days in April for Immigration and Recruitment sessions at an estimated cost to the City of \$815.

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that Councillor S. Hollingsworth be authorized to travel to Quebec City for 6 days in May for the Federation of Canadian Municipalities conference at an estimated cost to the City of \$3,600.

6.2.1 *Additional Motion*

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that Mayor C. Provenzano be authorized to travel to Ottawa for two days in February to attend meetings regarding steel tariffs at a cost to the City of approximately \$200.

6.3	RFP – Leasing and Operation of Restaurant/Lounge/Retail Space in the Southwest Building Located at Roberta Bondar Park	28 - 29
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor M. Bruni	
	Resolved that the report of the Manager of Purchasing dated 2019 02 25 be received and that the proposal submitted by S. Purvis/J. DiCorpo for the Lease and Operation of Restaurant/Lounge/Retail Space at Roberta Bondar Park for a three year period commencing May 1, 2019 be approved.	
	A By-law authorizing signature of a Lease Agreement will appear on a future Council Agenda.	
6.4	Property Tax Appeals	30 - 32
	A report of the Manager of Accounting and City Tax Collector is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor R. Niro	
	Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 02 25 concerning property tax appeals be received and the recommendation that the tax records be amended pursuant to section 357 of the <i>Municipal Act</i> be approved.	
6.5	2019 Outside Agency Grant Agreements	33 - 34
	A report of the Manager of Audits and Capital Planning is attached for the consideration of Council.	
	The relevant By-laws 2019-42, 2019-43, 2019-44, 2019-45, 2019-46 and 2019-47 are listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.6	Business Survey	35 - 63
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the information of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor M. Bruni	
	Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 02 25 concerning the evolution of the Business Survey conducted in 2018 be received as information.	
6.7	“Tainted” Feature Film Request for By-law Exemption	64 - 65

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 02 25 concerning "Tainted" Feature Film Request for by-law exemption be approved.

6.8

2019 Cultural Financial Assistance Grants

66 - 68

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2019 02 25 concerning 2019 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board to allocate the budget of \$53,900 in the following amounts be approved:

1. Algoma Arts Festival Association – \$4,500
2. Algoma Conservatory of Music – \$5,400
3. Algoma Festival Choir – \$5,500
4. Arts Council of Sault Ste. Marie and District – \$10,000
5. Over the Rainbow Children's Entertainment Series – \$2,500
6. Quonta – \$4,000
7. Sault Blues Society – \$2,000
8. Sault Symphony – \$6,000
9. Sault Theatre Workshop – \$5,000
10. Shadows of the Mind Film Festival – \$5,000
11. Shingwauk Anishinaabe Student Association – \$4,000

6.9

Municipal By-Law Enforcement Officers

69 - 72

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

The relevant By-law 2019-36 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.10

Allen's Side Road and Wallace Terrace Truck Traffic

73 - 75

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Director of Engineering dated 2019 02 25 concerning truck traffic on Allen's Side Road and Wallace Terrace be received as information.

6.11

McNabb, South Market, and Boundary Road Storm Sewers

76 - 77

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

The relevant By-law 2019-37 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.12

Waste Management Environmental Assessment

78 - 81

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Land Development and Environmental Engineer dated 2019 02 25 concerning Waste Management Environmental Assessment be received and that the engineering fee of \$235,000 (excluding HST) be approved for an overall AECOM project fee of \$1.21 million (excluding HST).

6.13

Housekeeping – Amending Fire Routes By-law 2013-105

82 - 83

A report of the Solicitor/Prosecutor is attached for the consideration of Council.

The relevant By-law 2019-38 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.14

FCM Climate Change Staff Grant

84 - 86

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated March 4, 2019 concerning FCM Climate Change Staff Grant be received and the recommendation to proceed with the recruitment of the contract staff position with formal employment contracts to be signed after the execution of the funding agreement be approved.

- 7. Reports of City Departments, Boards and Committees**
- 7.1 Administration**
- 7.2 Corporate Services**
- 7.3 Community Development and Enterprise Services**
- 7.3.1 *FutureSSM Project Funding Update*** 87 - 91
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the information of Council.
- Mover Councillor L. Vezeau-Allen*
Seconder Councillor R. Niro
- Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 06 16 regarding FutureSSM project be received as information.
- 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 Immigration Committee**
- Mover Councillor L. Vezeau-Allen*
Seconder Councillor C. Gardi
- Whereas provincial population projections from the Ontario Ministry of Finance indicate that the Algoma region's population is expected to continue to decline to the year 2041 at a rate that is the most precipitous in the Northeast region, while the province as a whole is projected to see an overall population increase; and
- Whereas the report identifies migration as the most important factor contributing to population growth as a whole; and
- Whereas the City of Sault Ste. Marie has previously called for the

implementation of an immigration pilot program as a means to expedite immigration; and

Whereas as the City of Sault Ste. Marie is a member of the Canadian Coalition of Municipalities against Racism and Discrimination; and

Whereas this network brings together municipalities that endeavour to improve their policies against racism and discrimination, undertaking initiatives in an effort to build welcoming communities; and

Whereas the Local Immigration Partnership is a community-wide multi-sectoral partnership, working to strengthen the community's capacity to welcome newcomers and improve integration outcomes through enhanced economic, social, political and civic participation; and

Whereas the Local Immigration Partnership has expressed an interest in forming a committee comprised of stakeholders working to advance these efforts; and

Whereas the City of Sault Ste. Marie, under the "Quality of Life" focus area in the 2016 – 2020 corporate strategic plan states; "We embrace newcomers. One of our key priorities is civic engagement as we plan, communicate and deliver municipal services. Diversity generates new ideas, perspectives, and new frontiers for community growth."

Now Therefore Be It Resolved that City Council endorses the Local Immigration Partnership forming a committee tasked with furthering the development of a welcoming community where everyone feels accepted, valued and encouraged to be active contributors by promoting diversity and identifying opportunities to facilitate the advancement of the successful transition of newcomers to the city.

8.2

Public Works Fleet

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Whereas 45% of the Public Works winter maintenance fleet is over 9 years old and 23% is beyond its life expectancy; and

Whereas during the last month of winter control, Public Works has lost a trackless, 4 blowers and a snow plow to either repair or irreparable damage; and

Whereas the age of the winter control equipment makes the challenge of keeping the City streets free and clear of snow and ice more difficult; and

Whereas Public Works vehicle reserve is insufficient to replace the vehicles that need to be replaced across the entire public works department, including the vehicles needed for winter control and maintenance and whereas Public Works requested a budget increase of \$750,000 this year to address its vehicular needs but did not receive that increase;

Now Therefore Be It Resolved that Council direct staff to include a \$250,000

increase to the public works vehicle reserve in the 2020 preliminary budget with a view to providing further increases of \$250,000 in the 2021 and 2022 preliminary budgets respectively, pending a Fleet Services Program Review (planned for 2020).

8.3

Active Transportation

Mover Councillor D. Hilsinger

Seconder Councillor M. Shoemaker

Whereas good mobility is essential to further developing our community's economic growth, social equity, cultural vitality and environmental sustainability as outlined by FutureSSM; and

Whereas City Council desires to ensure that all residents, specifically including persons with disabilities, have access to safe, affordable, convenient, well designed and inter-connected transportation whether they choose to walk, cycle, use transit or drive a vehicle; and

Whereas the Sault Trails Advocacy Committee (STAC) is a citizen-based organization that encourages non-motorized mobility options in the community; and

Whereas the City approved a new Transportation Master Plan in 2015 which included recommendations on capacity improvements, investment in active transportation, implementation of the Cycling Master Plan and using a complete streets approach and road diets to meet the needs of all modes of travel; and

Whereas the City approved an Active Transportation Infrastructure Implementation Strategy in 2017; and

Whereas the City adopted a Transit Route Optimization Study in 2018;

Now Therefore Be It Resolved that City staff be requested to provide a report as part of the preliminary capital budget identifying how the Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented; and

Further that City staff be requested to provide a report for all new municipal facilities, new streets, and road reconstruction projects on how the principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.

8.4

First Nation / Municipal Community Economic Development Initiative

Mover Councillor M. Scott

Seconder Councillor C. Gardi

Whereas the Council for the Advancement of Native Development Officers (CANDO) and the Federation of Canadian Municipalities (FCM) have a First Nation – Municipal Community Economic Development Initiative (CEDI);

Whereas there is an opportunity for the City to submit an application with one of or both of Batchewana First Nation and Garden River First Nation to participate in the CEDI;

Whereas the City embraces the opportunity to partner with and work with either of or both of Batchewana First Nation and Garden River First Nation;

Now Therefore Be It resolved that City Council support the submission of an application to participate in the CEDI with either of or both of Batchewana First Nation and Garden River First Nation and directs staff to work with either of or both of them to complete and submit an application accordingly.

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 L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that all By-laws under item 11 of the Agenda under date 2019 02 25 be approved save and except By-law 2019-40.

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

11.1.1 By-law 2019-36 (Parking) Municipal By-law Enforcement Officers

92 - 93

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2019-36 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 25th day of February, 2019.

11.1.2 By-law 2019-37 (Agreement) AECOM Canada Ltd. South Market Storm Sewer

94 - 117

A report from the Land Development & Environmental Engineer is on the Agenda.

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2019-37 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for engineering services for the McNabb, South Market, and Boundary Road storm sewers be passed in open Council this 25th day of February, 2019.

11.1.3	By-law 2019-38 (Fire Routes) Amend By-law 2013-105	118 - 118
	A report from the Solicitor/Prosecutor is on the Agenda.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor R. Niro	
	Resolved that By-law 2019-38 being a by-law to amend By-law 2013-105 a by-law to designate certain roadways as fire routes along which no parking of vehicles shall be permitted be passed in open Council this 25th day of February, 2019.	
11.1.4	By-law 2019-39 (Administration) Amend By-law 2017-242 Code of Conduct	119 - 126
	Council Report was passed by Council resolution on February 11, 2019.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor R. Niro	
	Resolved that By-law 2019-39 being a by-law to amend By-law 2017-242 (a by-law to adopt a Code of Conduct for members of Council and Local Boards) be passed in open Council this 25th day of February, 2019.	
11.1.5	By-law 2019-40 (Police Services) Amending Fees for Services	127 - 127
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor R. Niro	
	Resolved that By-law 2019-40 being a by-law to amend Schedule "A" to By-law 2002-28 (a by-law to authorize the charging of fees for services and activities provided by the Police Services Board) be passed in open council this 25th day of February, 2019.	
11.1.6	By-law 2019-42 (Agreement) Art Gallery of Algoma Grant	128 - 136
	A report from the Manager of Audits and Capital Planning is on the Agenda.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor R. Niro	
	Resolved that By-law 2019-42 being a by-law to authorize the execution of the Agreement between the City and Art Gallery of Algoma for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785.00) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors be passed in open Council this 25th day of February, 2019.	
11.1.7	By-law 2019-43 (Agreement) Safe Communities Grant	137 - 144
	A report from the Manager of Audits and Capital Planning is on the Agenda.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor R. Niro	

Resolved that By-law 2019-43 being a by-law to authorize the execution of the Agreement between the City and Safe Communities Sault Ste. Marie for a grant in the amount of Forty Thousand (\$40,000.00) Dollars with the mission of making Sault Ste. Marie a safe place to live, learn, work and play by providing education and commitment to injury prevention be passed in open Council this 25th day of February, 2019.

11.1.8	By-law 2019-44 (Agreement) Algoma University Grant	145 - 153
A report from the Manager of Audits and Capital Planning is on the Agenda.		
Mover Councillor L. Vezeau-Allen Seconder Councillor R. Niro Resolved that By-law 2019-44 being a by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000.00) Dollars to assist in the provision of international recruitment and financial scholarships for local students be passed in open Council this 25th day of February, 2019.		
11.1.9	By-law 2019-45 (Agreement) Canadian Bushplane Heritage Centre Grant	154 - 162
A report from the Manager of Audits and Capital Planning is on the Agenda.		
Mover Councillor L. Vezeau-Allen Seconder Councillor R. Niro Resolved that By-law 2019-45 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred and Seventy-Five Thousand (\$175,000.00) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 25th day of February, 2019.		
11.1.10	By-law 2019-46 (Agreement) Soo Pee Wee Grant	163 - 170
A report from the Manager of Audits and Capital Planning is on the Agenda.		
Mover Councillor L. Vezeau-Allen Seconder Councillor R. Niro Resolved that By-law 2019-46 being a by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full be passed in open Council this 25th day of February, 2019.		
11.1.11	By-law 2019-47 (Agreement) SSM Museum (49th Regiment) Grant	171 - 179
A report from the Manager of Audits and Capital Planning is on the Agenda.		

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2019-47 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society for a grant for up to Two Hundred Six Thousand and Ninety-One (\$206,091.00) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area be passed in open Council this 25th day of February, 2019.

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

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

11.3.1 **By-law 2018-224 (Local Improvement) Leo Avenue from Queen Street East to Victoria Avenue** 180 - 185

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2018-224 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Leo Avenue from Queen Street East to Victoria Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the THIRD time and passed in open Council this 25th day of February, 2019.

11.3.2 **By-law 2018-225 (Local Improvement) Ruth Street from Franklin Street to East Limit** 186 - 191

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2018-225 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Ruth Street from Franklin Street to east limit under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the THIRD time and passed in open Council this 25th day of February, 2019.

11.3.3 **By-law 2018-226 (Local Improvement) Second Avenue from Connaught Avenue to Second Line West** 192 - 197

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that By-law 2018-226 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Second Avenue from Connaught Avenue to Second Line West under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the THIRD time and passed in open Council this 25th day of February, 2019.

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

13. Closed Session

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that this Council proceed into closed session to discuss two property acquisitions

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.

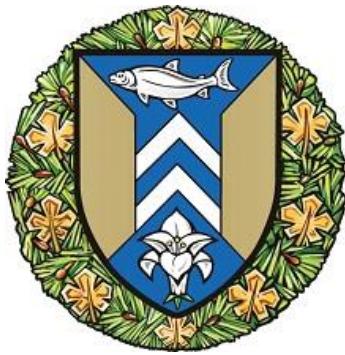
Municipal Act section 239(2)(c) proposed or pending acquisition or disposition of land

14. Adjournment

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, February 11, 2019

4:30 pm

Council Chambers
Civic Centre

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

Officials: A. Horsman, M. White, L. Girardi, T. Vair, K. Fields, S. Schell, P. Niro, F. Coccimiglio, B. Lamming, K. Fisher

1. Adoption of Minutes

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the Minutes of the Regular Council Meeting of 2019 01 28 be approved.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		

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Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

- 2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**
- 3. Declaration of Pecuniary Interest**
- 3.1 Councillor M. Shoemaker – By-law 2019-35 (Zoning) 747 Great Northern Road (2604864 Ontario Ltd. C/O Craig Burgess)**

A partner in the venture is a client of law firm.

- 4. Approve Agenda as Presented**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the Agenda for 2019 02 11 City Council Meeting as presented be approved.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		

Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	11	0	0	Carried

5. Proclamations/Delegations

5.1 2018 Municipal Heritage Award

Chris Tossell, Jean Marie Wissell and Christine Viens were in attendance

5.2 Heritage Week

Kathy Fisher, Curator, Ermatinger Clergue National Historic Site was in attendance.

5.3 Annual Report of Integrity Commissioner (Agenda Item 7.1.1)

Antoinette Blunt, Ironside Consulting Services Inc. was in attendance.

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that all the items listed under date 2019 02 11 – Agenda item 6 – Consent Agenda be approved as recommended.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		

Councillor M. Scott	X			
Results	11	0	0	
				Carried

6.1 Animal-Free Circus

The report of the Director of Community Services was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2019 02 11 concerning Animal-Free Circus be received as information.

Carried

6.2 Employment and Social Development Canada – Grant Agreement

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

The relevant By-law 2019-33 is listed under item 11 of the Minutes.

6.3 Sault Ste. Marie Innovation Centre Amended Lease Agreement

The report of the City Solicitor was received by Council.

The relevant By-law 2019-31 is listed under item 11 of the Minutes.

6.4 Amendments to Applicable Parking By-laws to Address Increased Fines

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

The relevant By-law 2019-32 is listed under item 11 of the Minutes.

6.5 Licence of Occupation – 765 Bonney Street – Algoma Steel Inc.

The report of the Solicitor/Prosecutor is attached for the consideration of Council.

The relevant By-law 2019-34 is listed under item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.1.1 Annual Report of Integrity Commissioner 2018

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the Annual Report of the Integrity Commissioner be received and the recommended amendments to the Complaint Protocol for Code of Conduct (Council and Local Boards) be approved.

Carried

- 7.2 Corporate Services**
- 7.3 Community Development and Enterprise Services**
- 7.4 Public Works and Engineering Services**
- 7.5 Fire Services**
- 7.6 Legal**
- 7.7 Planning**
- 7.8 Boards and Committees**
- 7.8.1 CAO Recruitment**

The report of the Mayor was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that Council authorize the filling of the CAO vacancy which will occur at the expiration of the current CAO's contract;

Further that Council approve a Selection Committee consisting of the Mayor, Councillor Niro and Councillor Hilsinger.

Carried

- 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**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date 2019 02 11 be approved, save and except by-law 2019-35.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

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

11.1.1 By-law 2019-31 (Agreement) Sault Ste. Marie Innovation Centre

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-31 being a By-law to authorize an amendment to the Agreement between the City and the Sault Ste. Marie Innovation Centre to expand the Leased area as stipulated in the existing Lease be passed in open Council this 11th day of February, 2019.

Carried

11.1.2 By-law 2019-32 (Parking) Amending Parking By-laws

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-32 being a by-law to amend By-laws 77-200, 4001, 69-80, 2013-105 being a by-law to provide for the increase in parking fines set out in the foregoing by-laws be passed in open Council this 11th day of February, 2019.

Carried

11.1.3 By-law 2019-33 (Agreement) Enabling Accessibility Fund Seniors Drop-In Centre

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-33 being a By-law to authorize the execution of an Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development under its Enabling Accessibility Fund for the Seniors Accessible Ramp at the Seniors Drop-In Centre on Bay Street, be passed in open Council this 11th day of February, 2019.

Carried

11.1.4 By-law 2019-34 (Agreement) Algoma Steel Inc. Air Monitoring Station

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-34 being a by-law to authorize the execution of the Agreement between the City and Algoma Steel Inc. for use of the City lands known as civic address 765 Bonney Street for the purpose of placing and maintaining an air monitoring station be passed in open Council this 11th day of February, 2019.

Carried

11.1.5 By-law 2019-35 (Zoning) 747 Great Northern Road (2604864 Ontario Ltd. C/O Craig Burgess)

Councillor M. Shoemaker declared a conflict on this item. (A partner in the venture is a client of law firm.)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-35 being a By-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 747 Great Northern Road be passed in open Council this 11th day of February, 2019.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		

Councillor D. Hilsinger	X		
Councillor M. Shoemaker			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	0

Carried

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

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

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

13. Closed Session

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss one labour relations and employee negotiations item and one item concerning personal information about an identifiable individual;

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) (d) labour relations and/or employee negotiations and section 239 (2) (b) personal matters about an identifiable individual, including municipal or local board employees);

Carried

14. Adjournment

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that this Council shall now adjourn.

Carried

Mayor

City Clerk

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

February 21, 2019

SENT VIA EMAIL

Ms. Elspeth Belair
Sault Ste. Marie Public Library Board Chair

Mr. Matthew MacDonald
Acting CEO/Director of Public Libraries

Dear Board Chair Belair and Acting CEO MacDonald:

I am writing further to City Council's recent budget deliberations and the discussions, both public and private, that have occurred since regarding the 2019 Sault Ste. Marie Library Board Budget (hereafter 'Library Board').

As you are aware, the 2018 library budget contained a municipal grant of \$2,532,209. For the 2019 budget, the Library Board had two requests: a \$200,000 one-time capital request from the Centennial Branch building reserve fund to support the new Northern Branch and an overall municipal grant increase to \$2,959,910. City Council approved the one-time capital request and an overall municipal grant increase from \$2,532,209 to \$2,745,080. The Library Board, therefore, received an operating budget increase of \$212,871(8.41%) for its 2019 operating budget.

In this context, I do not believe it is accurate to suggest that the Library Board's budget has been cut. I certainly agree that the Library Board did not receive the operating increase that it requested, but that should not diminish the fact that it did receive an operating increase. Further, the Library Board received one of the most significant increases authorized throughout the entire budget process. Many of our own internal city budgets were not increased or increased only marginally and many of the City's capital projects went unfunded and will not be completed this year.

Considering the content of the motion that governed the matter, I understand why the Library Board may believe or take the position that it has received a direction from City Council to close the branch located in the Northern Community Centre. To be clear, the motion and subsequent funding allocation was not a direction to close the Northern Community Centre branch. While I accept and acknowledge that the City Council decision may affect the Library Board's ability to operate at that location, the budget decision should not be taken as a direction not to operate at that location. To the contrary, the City advised in 2016 that it wanted the Library Board to maintain a presence at the Northern Community Centre and that sentiment remains.

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

If the Library Boards can manage, within the budget allocated to it for 2019, to maintain a presence at the Northern Community Centre, it is certainly welcome to do so and the City would be glad to continue the partnership.

In closing, based on my discussions with the previous Board Chair and Mr. MacDonald, I believe that the City and its finance department has been very helpful and supportive over the last year as the Library Board organized and managed its finances. I want to assure you we will be as steadfast and committed in our partnership on a going forward basis.

Please feel free to contact me if you would like to discuss this matter further. I will be happy to make myself available.

Sincerely,

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

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

cc City Council

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

February 22, 2019

Canadian Embassy
501 Pennsylvania Avenue, N.W.
Washington, D.C. 20001
United States

Dear Ambassador MacNaughton:

RE: US Tariffs on Canadian Steel and Aluminum

I am writing to thank you for taking the time to speak with me about the Section 232 tariffs imposed by the US government against Canadian steel and aluminum.

It is clear to me that you appreciate the magnitude of the issue and that you are working hard to address it. Notwithstanding, I want to reiterate the importance of the matter to my community, Algoma Steel Inc., and our national capacity to produce high quality steel product. I also want to confirm that I am at your disposal and will make myself available, at any time, if I can be of any assistance or support to you and your efforts to bring the matter of US steel tariffs to a proper conclusion.

I have recently had an opportunity to meet with Senator Gary Peters of Michigan and I have attached a correspondence to him for your information and awareness.

Sincerely,

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

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

cc City Council
 Kalyan Ghosh, Algoma Steel Chief Executive Officer

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

February 22, 2019

Hart Senate Office Building
120 Constitution Ave NE, Suite 724
Washington, DC 20510
United States

Senator Peters:

RE: US Tariffs on Canadian Steel and Aluminum

I am writing further to the luncheon event we participated in this past Saturday in Sault Ste. Marie, Michigan.

I enjoyed speaking with you and I want to thank you for the commendable effort you are making to support and further projects in Sault Ste. Marie, Michigan, and the Upper Peninsula.

I want to reiterate my comments regarding the Section 232 tariffs on steel and aluminum imposed by the US government on Canadian steel and aluminum entering the US from Canada. These tariffs are terrible economic policy for both of our countries.

Not only are they having an adverse effect on Sault Ste. Marie, Ontario, they are having an adverse effect on Sault Ste. Marie, Michigan. I think you clearly heard that sentiment expressed by my American colleagues who participate in the luncheon and who very strongly supported the positions that I expressed. Just as American steel is integrated in the Canadian supply chain, Canadian steel is integrated into the American supply chain. As it stands, US companies and industry are paying more for steel, having to absorb that additional cost or having to pass it along to its customers.

I find it disconcerting that strong Congressional voices are silent on this issue and I encourage you, and your colleagues in the Senate, to make a more concerted effort to bring these tariffs to a conclusion for the common interest of our respective countries, their economies and the very important relationship we share. As I offered when we met, please let me know if I can be of any assistance to you in advocating for the conclusion of this matter. I would be happy to work with you and to support your efforts.

Sincerely,

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

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

cc City Council
 Kalyan Ghosh, Algoma Steel Chief Executive Officer

2

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

February 22, 2019

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Washington, DC 20510
United States

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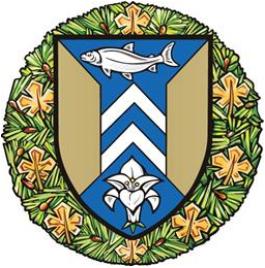
Sincerely,

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

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

cc City Council
 Kalyan Ghosh, Algoma Steel Chief Executive Officer

P.O. Box 580, 99 Foster Drive ~ Sault Ste. Marie, Ontario ~ P6A 5N1
705-759-5344 ~ mayor.provenzano@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

February 25, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Corporate Services

RE: RFP – Leasing & Operation of Restaurant/Lounge/Retail Space in the Southwest Building Located at Roberta Bondar Park

PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received to Lease & Operate Restaurant/Lounge/Retail Space at Roberta Bondar Park as required by Community Development & Enterprise Services. Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

The southwest building at Roberta Bondar Park has housed offices for the Lock Tour Boat operation as well as Municipal offices in the past. Most recently, Community Services operated an Ice Cream Concession from the building.

Community Services requested that City Council approve issuing an RFP to find a proponent to operate a retail location from the building. It was hoped that the business located there would complement the various existing uses of the Waterfront and enhance its use and enjoyment.

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 3:00 p.m. on February 8, 2019.

ANALYSIS

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

J. Genua, Sault Ste. Marie, ON
S. Purvis/J.DiCorpo, Sault Ste. Marie, ON

Leasing & Operation of Restaurant Space at Roberta Bondar Park

2019 02 25

Page 2

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

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is S. Purvis/J.DiCorpo of Sault Ste. Marie, ON.

The proponent has proposed operating a BeaverTails Franchise from this location. BeaverTails are a one of a kind pastry. The Parent Company has been in business since 1978.

FINANCIAL IMPLICATIONS

S. Purvis/J.DiCorpo are proposing a \$500 plus HST monthly rental for a five to six month season annually – May 1st to possibly mid/late October, open seven days a week from morning until evening. They are committing to a three year lease commencing May 1, 2019.

STRATEGIC PLAN / POLICY IMPACT

Lease of this location and enhancing use of the Waterfront is in keeping with the Community Development & Partnerships pillar of the Corporate Strategic Plan for Sault Ste. Marie.

RECOMMENDATION

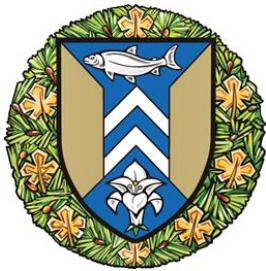
Resolved that the report of the Manager of Purchasing dated 2019 02 25 be received and the recommendation that the proposal submitted by S. Purvis/J. DiCorpo for the Lease and Operation of Restaurant/Lounge/Retail Space at Roberta Bondar Park, for a three year period commencing May 1, 2019, be approved.

A By-law authorizing signature of a Lease Agreement for the space will appear on a future Council Agenda.

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

February 25, 2019

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 \$34,241.65 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 2019 02 25 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the Municipal Act be approved.

Property Tax Appeals

2019 02 25

Page 2.

Respectfully submitted,



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

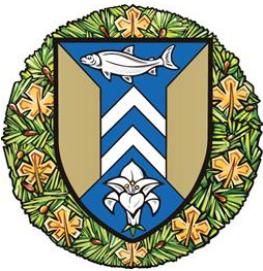
APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

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

DATE: 2019 02 25
PAGE: 1 of 1

PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
2015							
020-043-081	00002 Towers Street	CT	C	15-059	575.37	-	575.37
2016							
020-043-081	00002 Towers Street	CT	C	16-065	7,962.95	3,303.18	11,266.13
2017							
020-043-081	00002 Towers Street	CT	C	17-067	7,517.65	1,968.82	9,486.47
2018							
020-043-081	00002 Towers Street	CT	C	18-058	7,231.37	808.25	8,039.62
030-005-006	00604 Shannon Road	IX	A	18-059	2,924.36		2,924.36
030-092-083-01	00054 Ransome Drive	CT	A	18-060	265.90		265.90
030-092-093	00692 Fourth Line E	RT	D (i)	18-061	68.73		68.73
050-070-045-95	00000 Third Line E	RT	C	18-062	39.56		39.56
060-050-218	00365 Maki Road	RT	A	18-063	1,314.49		1,314.49
060-070-157	01563 Herkimer Street	E/RT	A	18-064	235.35	25.67	261.02
REPORT TOTAL						28,135.73	6,105.92
34,241.65							

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



The Corporation of the City of Sault Ste. Marie

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

February 25, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, CPA, CA Manager of Audits and Capital Planning

DEPARTMENT: Corporate Services

RE: 2019 Outside Agency Grant Agreements

PURPOSE

Outside Agency Grant Agreements for 2019 are provided for Council approval.

BACKGROUND

Funding for the outside agency grants was approved in the 2019 Operating Budget.

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

ANALYSIS

The following outside agencies have annual funding agreements (notable changes to the agreements from the prior year are provided):

- Algoma University
 - In 2018, \$20,000 of the approved \$40,000 in funding was to be used towards Algoma University Library resources. At the request of Algoma University, this \$20,000 has been re-directed towards marketing and recruitment initiatives to drive growth at the Sault Ste. Marie campus for 2019. These funds will support international and national recruitment and student growth which also assists in promoting the community of Sault Ste. Marie, supporting economic and community development, building the City's labour force, advancing the growth of post-secondary institutions locally, inviting immigration and welcoming newcomers and advancing Indigenous relationships

- The Art Gallery of Algoma
 - The following metrics were added as a requirement of the Recipient's annual presentation to Council:
 - Number of visitors
 - Number of members
 - Number of events/exhibits
 - Annual revenue
- The Ontario Bushplane Heritage and Forest Fire Educational Centre
 - No notable changes
- Pee Wee Arena
 - No notable changes
- Safe Communities
 - As per Council's direction at the February 5th 2019 Budget meeting, Safe Communities will be given notice that they will not be provided funding in 2020.
- Sault Ste. Marie Museum
 - Council approved a \$25,000 increase to the Museum's annual grant in the 2019 Operating Budget, bringing the total 2019 funding to \$206,091. The additional funding is allocated towards salaries and benefits.

Bylaws for the agreements are included elsewhere on the agenda.

FINANCIAL IMPLICATIONS

Funding for the outside agency grants has been approved in the 2019 Operating Budget.

STRATEGIC PLAN / POLICY IMPACT

The Outside Agency Grant Agreements align with the Strategic Plan Value: Accountability and Transparency.

RECOMMENDATION

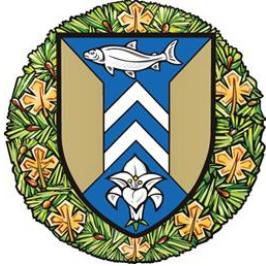
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Audits and Capital Planning dated February 25, 2019 concerning 2019 Outside Agency Grant Agreements be received. The relevant by-laws are listed elsewhere on the agenda and are recommended for approval.

Respectfully submitted,



Jacob Bruzas, CPA, CA
Manager of Audits & Capital
Planning



The Corporation of the City of Sault Ste. Marie

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

February 25, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Business Survey

PURPOSE

The purpose of this report is to provide Council with the results of a business survey undertaken in 2018.

BACKGROUND

On November 20, 2017, City Council approved the following resolution:

Whereas the city of Sault Ste. Marie has embarked on the “Future SSM” initiative; and

Whereas this initiative will be a multi-faceted project with a major focus on economic growth and diversification; and

Whereas an integral part of developing and expanding the local economy will be to ensure the existing environment is one that is conducive to meeting these goals; and

Whereas the City, the EDC, and the Innovation Centre must play a pivotal role in this process by ensuring that their operations and services support a pro-business environment; and

Whereas a local economy that hopes to support future economic growth and diversification must provide excellence in service delivery to current businesses in the community

Now Therefore Be It Resolved that Council create a task force consisting of Councillor Christian and appropriate City, EDC and Innovation Centre staff to oversee the provision of a survey of local business and business

organizations to solicit their views on the level of service being provided by the City, the EDC, and the Innovation Centre and to offer possible recommendations;

Further Be It Resolved that the task force report the findings of this survey to Council by April 2018 with any potential recommendations that will better support local business and bolster our efforts to grow the local economy.

ANALYSIS

The task force met a number of times to develop the questions of the survey and discuss the survey methodology. It was determined that the SSMEDC would take the lead on the development of the survey and undertake the survey of businesses utilizing summer students employed at SSMEDC alongside support from SSMEDC staff and Councillor Christian. The students visited businesses directly and made phone calls to create awareness of the survey and encourage businesses to provide their feedback.

In addition, SSMEDC developed a press release which the City sent out. It was published by a number of local media outlets including CTV, Sault Online, the Sault Star and SooToday. An article was also published on both the SSMEDC and City website.

SSMEDC also undertook a targeted, paid Facebook campaign that generated more than 3,000 views. As well, SSMEDC LinkedIn and Twitter campaigns generated 556 and 1,482 views respectively.

The survey was undertaken during the summer of 2018 and a final report was compiled and completed by the students in August 2018 (Attachment A).

Forty two businesses completed the survey with the most significant amount of responses from small businesses under 10 employees (64% of responses). The most significant sector amongst respondents was Services with 67% of all respondents.

The full report is provided Attachment A, however, some key points from survey results include:

- When asked about the awareness of supports offered by economic development agencies, 88% indicated they were aware of SSMEDC supports, 74% aware of SSMIC, 71% aware of CDC, 50% of City of SSM Enterprise Services and 69% of FedNor.
- 51% were Neutral or Positive with their experience with Municipal Taxes while 49% were Negative (20%) or Very Negative (29%)

- 54% were Neutral on their experience with municipal zoning/building requirements, 10% Positive, 24% Negative, 12% Very Negative
- 50% of businesses indicated 'Yes' that the City's strategy to make the community more attractive and user friendly for pedestrians, public transportation users and cyclists would help their business; 21% indicated Maybe and 29% indicated 'No'.
- 44% of businesses indicated Negative or Very Negative when asked about availability of qualified workers
- 42% of businesses were Positive or Very Positive responding to their experience retaining employees. 35% were Neutral, 18% Negative, 5% Very Negative

Given that 42 businesses completed the survey, the results would not be considered statistically valid. The results do provide some insight into the views of the business community, particularly as it relates to small businesses (under 10 employees) in the service sector.

It should be noted that SSMIC undertakes an independent survey of its clients which may have impacted participation rates.

FINANCIAL IMPLICATIONS

This report was strictly for information and there are no financial implications at this point.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Areas: Service Delivery – Delivering Excellent Customer Service and Eliminating Barriers to Business and Streamlining Services.

It also aligns with the Community Development and Partnerships Focus Area: Maximize Economic Development and Investment.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2019 02 25 concerning the evolution of the Business Survey conducted in 2018 be received as information.

Business Survey

2019 02 25

Page 4.

Respectfully submitted,

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

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

Business Opinion Survey Final Report.docx

August Report 2018

8/20/2018
SSMEDC
Courtney Dukes & Alexei Berg

Please note that at the time of writing this report, the data reflects 42 survey submissions as of Friday, 17th August, 2018. The survey is scheduled to close on the 22nd of August, 2018 and can be expected to gather additional submissions that are not included in this analysis.

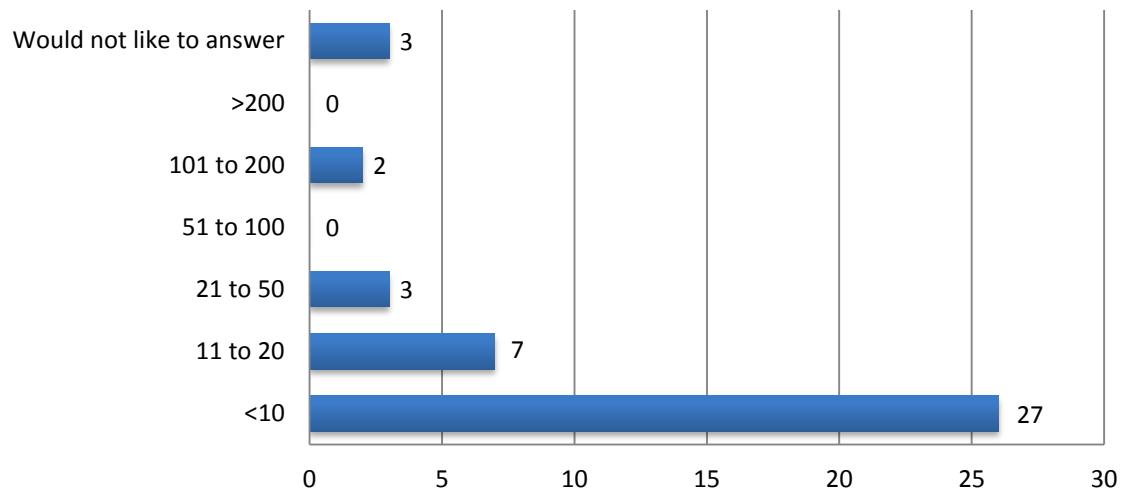
This document can be found at:

\Cityedc\edc\Staff\Publications\BSSM\Development\Business Directory\Directory 2018

If you would like any additional work to be done organizing new responses or formatting the survey for future use, please contact Alexei Berg – a.berg@msn.com – (226) 378-8092

The following 3 graphs outline the basics of the businesses that responded to the Business Opinion Survey. The basic questions asked in order to get an idea of the types of businesses taking part in this survey aimed to identify the size of the businesses (based on employee numbers), the sector that each business operates in, and how long the business has been operating.

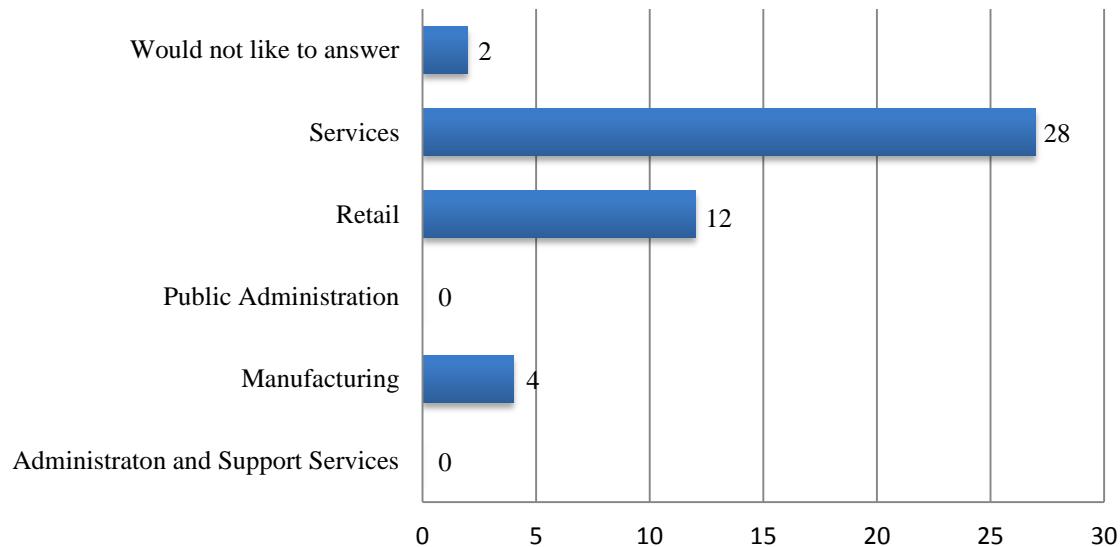
Size of Business (Based on Employee Numbers)



Out of the 42 businesses that have completed the survey, the following is a breakdown of what percentage of businesses responded based on their identified employee numbers.

The most significant amount of responses came from small businesses with less than 10 employees. This made up a total of **64%** of all responses. Businesses with 11-20 employees contributed to **17%** of total responses, while businesses with 21-50 employees consisted of **7%**. The amount of responses from larger companies was small, but **5%** of survey responses came from businesses with 101-200 employees. There were no identified responses from local businesses with 51-100 or greater than 200 employees, but it is important to note that **7%** of businesses chose to not identify their employee numbers.

Sector of Operation

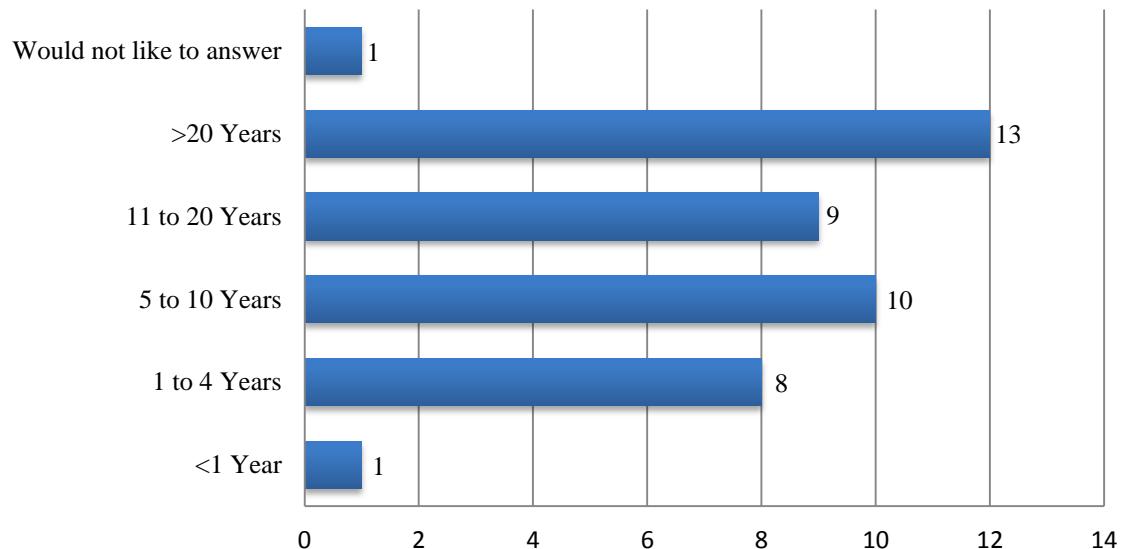


* Four businesses selected both retail and services as the main sectors of operation; hence the graph results of over 41 responses and the percentage of responses totaling more than 100%.

Out of the 42 businesses that have completed the survey, the following is a breakdown of what percentage of businesses responded based on the main sector that they operate in.

The most significant amount of responses came from small in the service sector. This made up a total of **67%** of all responses. Businesses in the retail sector contributed to **29%** of total responses, while businesses in the manufacturing sector made up **9%** of businesses. There were no identified business responses from the administrative and support services sector, or from the public administration sector. It should be noted that **5%** of business did not want to reveal which sector they currently operate in.

Years of Operation

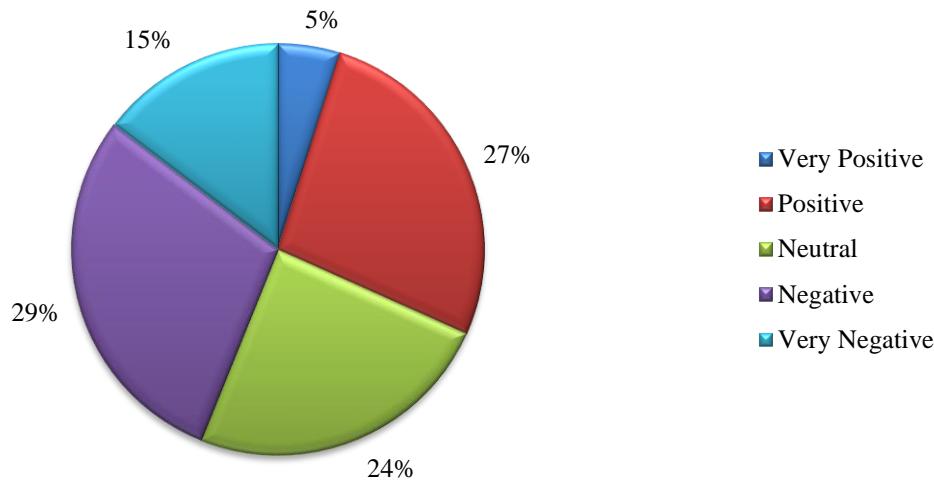


Out of the 42 businesses that have completed the survey, the following is a breakdown of what percentage of businesses responded based on how many years they have been in operation.

The most significant amount of responses came from businesses that have been operating for more than 20 years. This made up a total of **31%** of all responses. Businesses that have been operating for 5-10 years contributed to **24%** of total responses, while businesses operating for 11-20 years made up **21%** of responses. Businesses operating for 1-4 years made up **19%** of responses and only one business (**2.5%** of total responses) was identified as a new business operating for less than 1 year. It should be noted that **2.5%** of business did not want to reveal the years that they have been in operation.

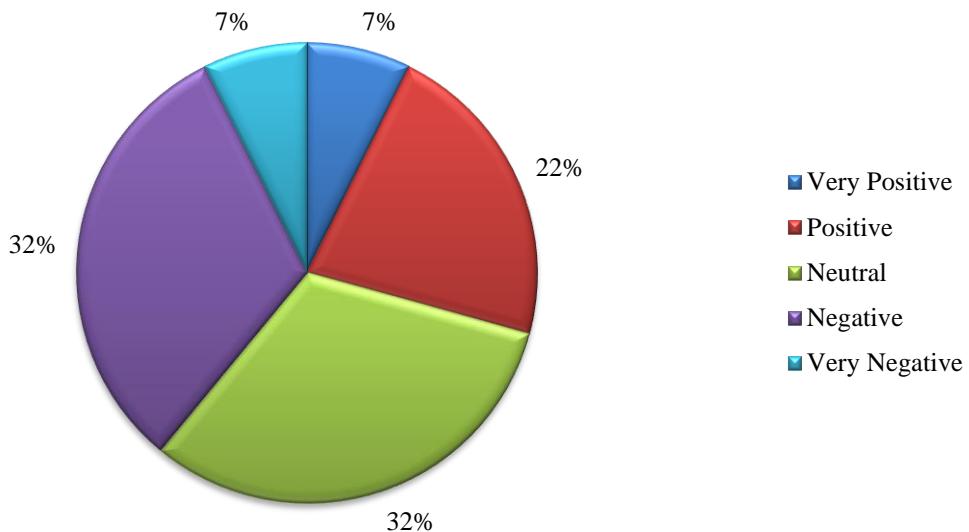
The following 8 charts break down the responses to a list of challenges often encountered by businesses. Respondents were asked to rate how each of the factors have affected their business from very positively, to very negatively. Each chart exhibits the results for the separate factors.

Experience with Availability of Qualified Workers



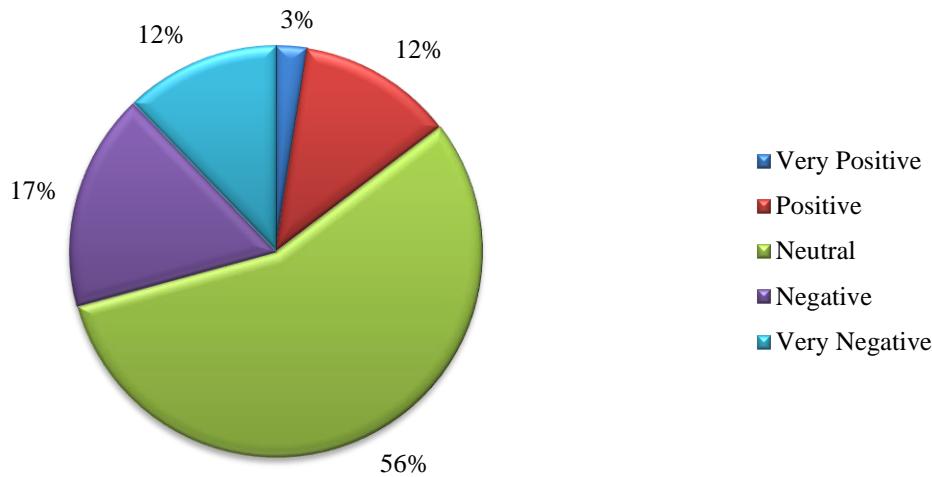
The above results outline businesses experience with finding qualified workers. The most common response for this factor was negative. It should be noted that 1 business did not fill out this section of the survey, and there were only 41 responses to this question.

Experience with Stability of Workforce



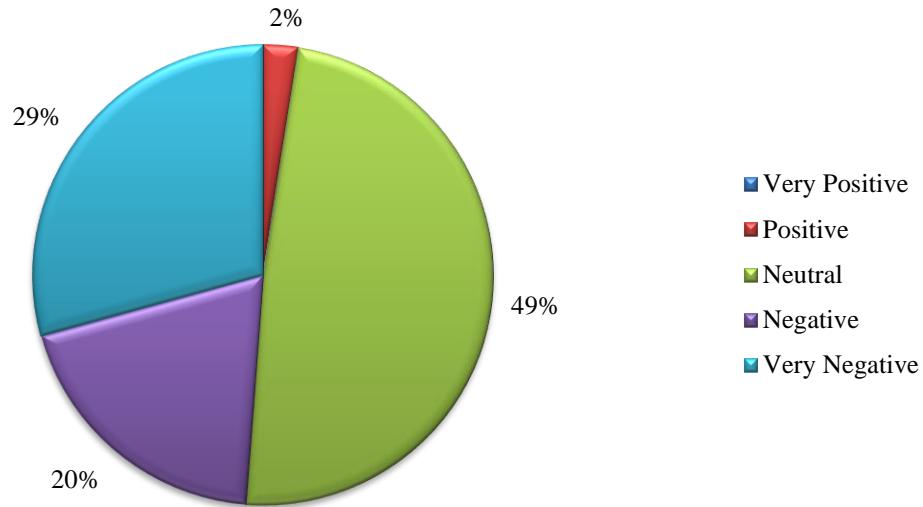
The above results outline businesses experience with stability of the local workforce. The most common responses for this factor were neutral or negative. It should be noted that 1 business did not fill out this section of the survey, and there were only 41 responses to this question.

Experience with Municipal Paperwork Requirements



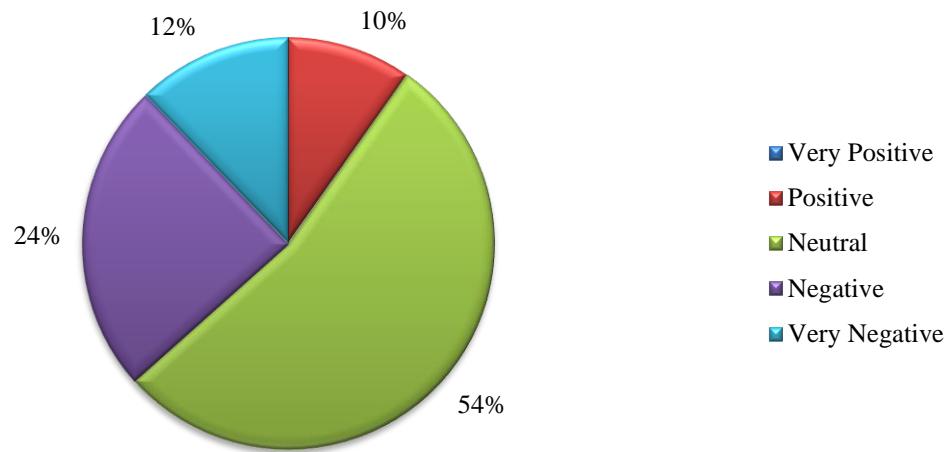
The above results outline businesses experience with municipal paperwork requirements. The most common response for this factor was neutral. It should be noted that 1 business did not fill out this section of the survey, and there were only 41 responses to this question.

Experience with Municipal Taxes



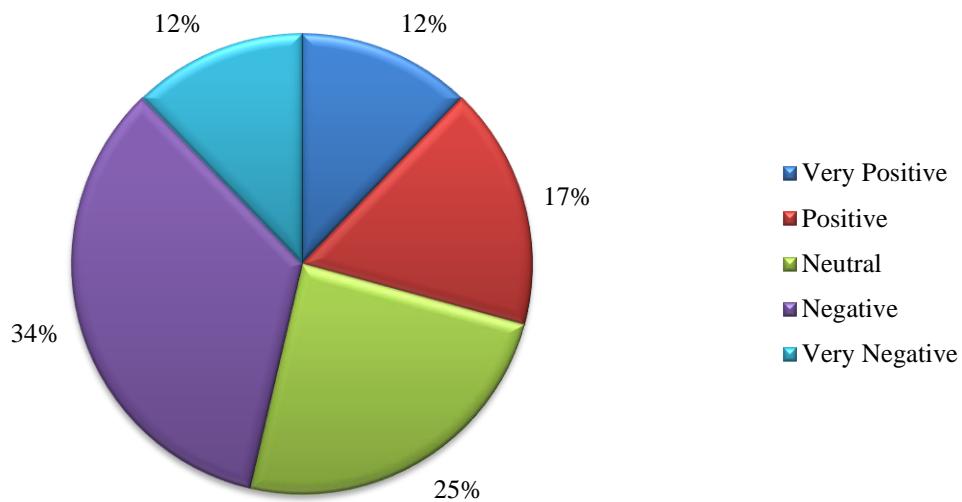
The above results outline businesses experience with municipal taxes. The most common response for this factor was neutral. No businesses had a *very positive* experience for this factor. It should be noted that 1 business did not fill out this section of the survey, and there were only 41 responses to this question.

Experience with Municipal Zoning/Building Requirements



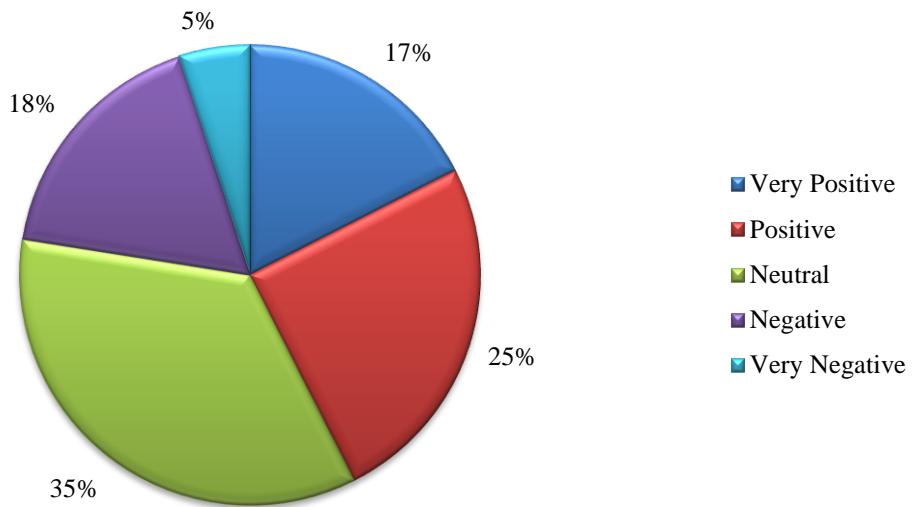
The above results outline businesses experience with municipal zoning/building requirements. The most common response for this factor was neutral. No businesses had a *very positive* experience for this factor. It should be noted that 1 business did not fill out this section of the survey, and there were only 41 responses to this question.

Experience with Attracting New Employees



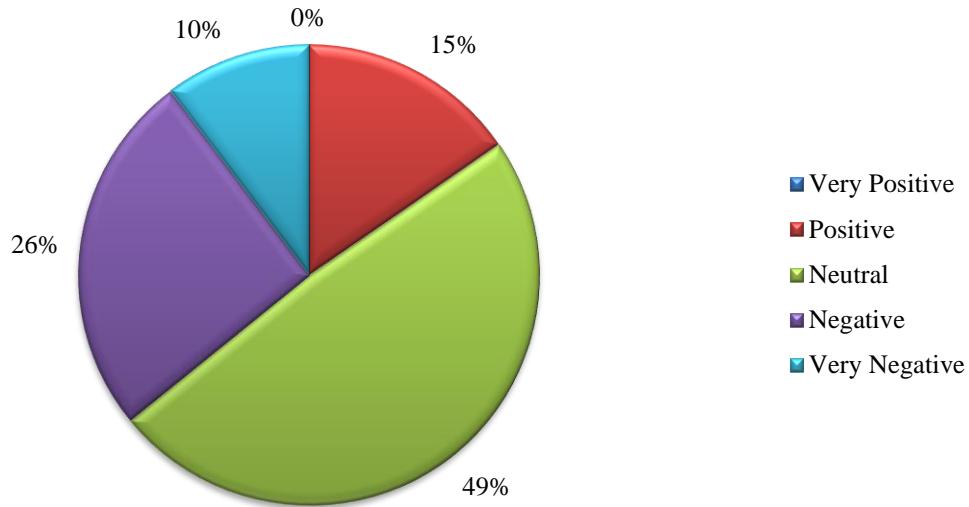
The above results outline businesses experience with attracting new employees. The most common response for this factor was negative. It should be noted that 1 business did not fill out this section of the survey, and there were only 41 responses to this question.

Experience with Retaining Employees



The above results outline businesses experience with retaining employees. The most common response for this factor was neutral. It should be noted that 2 businesses did not fill out this section of the survey, and there were only 40 responses to this question.

Experience with Retaining Employees



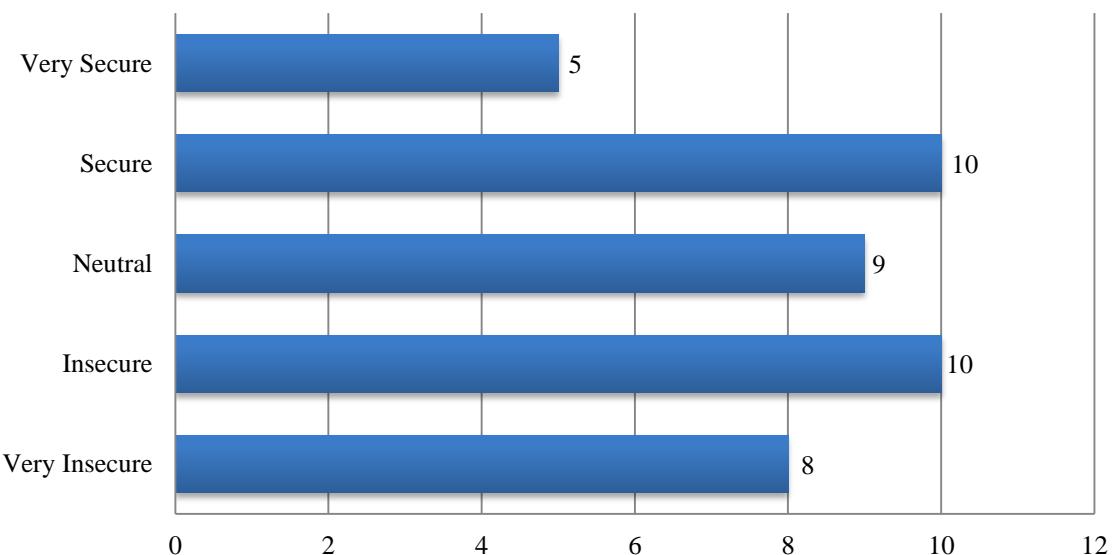
The above results outline businesses experience with retaining employees. The most common response for this factor was neutral. It should be noted that 3 businesses did not fill out this section of the survey, and there were only 39 responses to this question.

The following page outlines qualitative excerpts gathered after a participant selected their experiences from the above factors.

- The focus on industry has all too often compromised other sectors of the local economy. City should follow FutureSSM with adequate policies that support a diversity of sectors (directly and indirectly), and distribute its limited resources across all sectors that fairly reflects the results of that report. For example, the CCAA process over last 18 months has withdrawn enormous resources that c/should have been better spent in other sectors to far greater advantage to the local economy, and the municipal involvement in CCAA process has only deepened commitment to a sector that should be wound down. Industry does not support higher skills and education, or the youth population that wants high tech, clean jobs that will define the future global economy. Industry also creates many forms barriers to attracting qualified personnel, such as pollution that drives away much of the population ... Begin by increasing taxes for industrial sector and reallocating to industry heavy tax burden placed on commercial and residential property owners.
- Poor organization with inspectors, permits, building [department] requirements. Caused us significant additional costs and long delays with regard to build-out and opening.
- Tax on commercial property tax makes it extremely difficult to own a building to operate a business in Sault Ste Marie. The current method caters ONLY to rich people who are already established. We looked into buying a commercial property which would greatly benefit us in the long run, but \$50 thousand dollars in tax per year (which is exactly what is cost) is absolutely insane. Basically with the current way things work, we as young professionals will pay millionaires to use their property for the rest of our lives while they keep making more money. There needs to be incentive and opportunity for young people to get there feet wet. I understand tax needs to be paid that's not my argument. However, (hypothetically) some sort of bridge period over 5 years where we pay more tax each year to help establish ourselves. Also on that note, since a few specific people have a monopoly in the Sault, they drive the rent up. It is difficult to get ahead.
- The change in Industrial Taxes in 2017, with the majority of Algoma's MPAC reassessment being placed on the small industrial class is going to push the tax level so far above almost all communities of our size; it will make it impossible to attract new manufacturing or industrial companies to Sault Ste. Marie. This is going to have a huge impact on our business as well as the future of Sault Ste. Marie.
- I would like to see city council stay out business making decision that they have no experience or business making. Such as the new portable sign bylaw as it pertains to small business. They do not understand the economic impact that it has on small business. Also the policy and bylaw on Boxing day and stat holiday closings. Why the city thought it was there business is [Explicit]. Not one person on city council has the experiences to understand the economic impact this has on business. We are one of the only cities that thinks it's ok.

The following section outlines how secure businesses feel about their sustainability over the next three years. They were asked to rank on a scale of 1- to 5, 1 being very insecure and 5 being very secure.

Sustainability Over the Next 3 Years



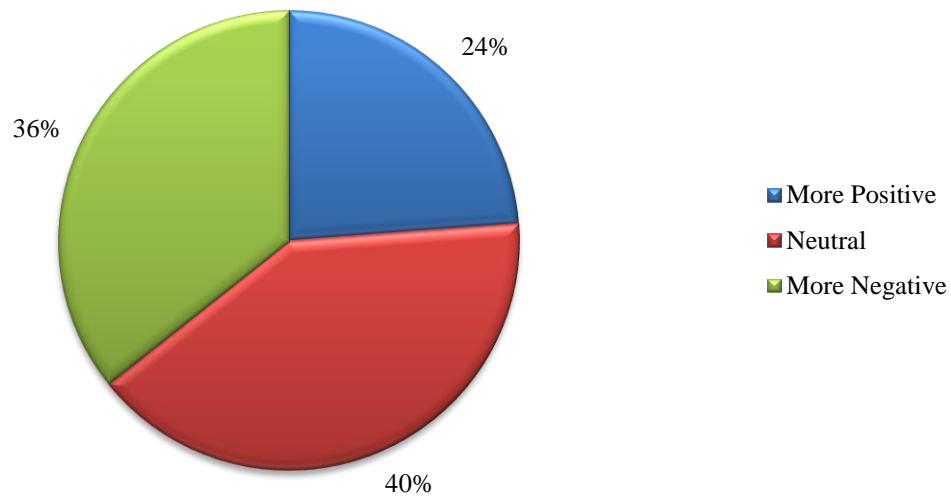
The results show that only **12%** of businesses who took part in this survey feel very secure about their sustainability over the next 3 years. Outside of this, **24%** feel secure, while **24%** feel insecure. Businesses that feel very insecure about their sustainability make up **19%** of total responses. **21%** of businesses that completed this survey felt neutral about their sustainability in Sault Ste. Marie over the next 3 years. Overall, **43%** of businesses feel a level of insecurity about their sustainability, while only **36%** feel secure in some way.

The following page outlines qualitative excerpts gathered after a participant indicated how secure they feel about the sustainability of their business.

- Economic instability. Added cost of having required operational materials shipped in. Lack of after-opening support and follow-up.
- Additional industry will shutter my business - too difficult to find and recruit staff, or justify subsidizing industry jobs through municipal tax base. The current threat of another major industry has severely harmed ability to attract new staff and plan for future growth.
- Workforce is non-existing and businesses are afraid to come here and taxes too high for this city. We keep comparing our city with Sudbury and North bay and we are not the same, we have some major problems that both the above cities do not.
- The City is not moving fast enough with concrete steps to diversify the economy which risks the sustainability of the economy.
- Ferrochrome smelter will destroy our eco-tourism community which is the back bone of my business.
- Lack of qualified trades' workers, also SSM big business seems so unstable.
- It's difficult to operate a business in Ontario due to overtaxing, and over regulating everything. Sault Ste. Marie has somehow managed to make it more difficult with its inept, over-bureaucratic [Explicit].

The following chart outlines business owner's attitudes towards doing business within the community of Sault Ste. Marie, and how it has changed over the past year. Respondents were asked to select from the options of more positive, more negative, or neutral.

Change in Attitude Towards Doing Business



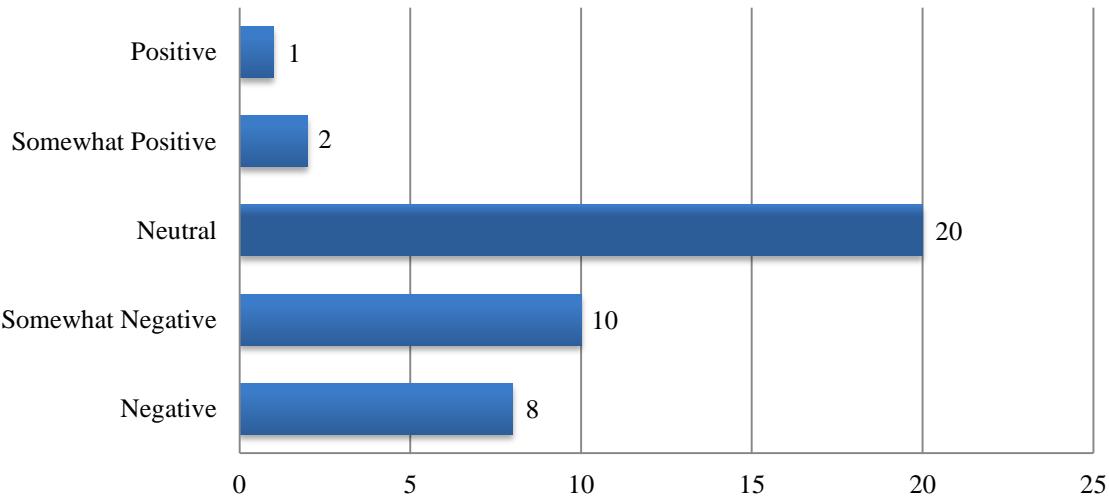
Overall, out of the 42 respondents **10** of them have formed a more positive attitude about doing business within the community over the past year. **17** respondents felt neutral about doing business over the past year and **15** business owners have formed a more negative attitude.

The following page outlines qualitative excerpts gathered after a participant shared what they think Sault Ste. Marie can be doing to attract investors to the area.

- I think that the downtown area needs to change a little bit to attract more buyers. The new parking meters are not visitor friendly and are not quick and easy to use. Parking downtown should be free for at least 10 minutes. We need to keep the interest in downtown as the city builds further north.
- I find that advertising for Community events Bondar Place and Bellevue Park music, Norgoma music night, things that would draw visitors are not fully exploited.
- Tax rates for industrial / commercially rated business is too high to compete on a fair level compared to other cities and municipalities.
- Lower the cost of running this City. When my Revenue is reduced and my fixed costs go up, I have no choice but to make cuts, I cannot simply Raise Prices. City should do the same
- Make decisions based more on logical, progressive or successful models rather than seemingly on what seems to have worked in the past. Additionally when contacting my ward Councilor he seems to have an attitude such that I work for him and I'm taking up his time.
- Support the `EDC and its efforts, Culture change to improve Municipal performance, Support local businesses through better procurement processes
- Lower taxes. Spend more money beautifying the city and especially the downtown. Crime rates are high and there needs to be something done about that. Learn from the independent study that was done in the downtown.
- 1) The City needs to make itself competitive by addressing the issue of the approximate 55% increase in Industrial Taxes in 2017. Capping is delaying the impact in this, but there is no point in trying to attract investors until this issue is addressed. 2) On a more positive note this City is a good place to live and do business. We have a great technical school in Sault College, and they need to be supported and encouraged to expand their levels of training in the trades. We have a huge shortage here, and everywhere in the Country, and Sault College must be part of that solution. 3) There has to be longer term incentives for companies to expand their buildings and build new facilities to offset the large tax burden on the industrial classes. Growth is the only solution, and it likely has to come from the manufacturing and industrial class. That will not happen if the city is not a competitive place to do business and operate.
- Attract talent in the form of EDC/Innovation Centre employees in order to execute focused and worthwhile programs. As an observer, sometimes it feels as though agencies such as these go through the motions as opposed to getting results. In terms of business/investor attraction, there needs to be a clear incentive (funding/phased-in taxes/etc) to locate here or we will continue to find ourselves in a worse position as the years go by.

The following graph outlines how administrative requirements of municipal governments (zoning, permits, licenses, parking area and inspections) have effected business' decision to develop new business initiatives. Respondents were asked to rank on a scale of 1 to 5, 1 being negatively affected, and 5 being positively affected.

Administrative Requirements Effect on Developing Business Initiatives



It is important to note that 1 business did not respond to this question. Out of the 41 businesses that did respond, the majority (**49%**) of them felt neutral about the administrative requirements effect on their decision to develop new business initiatives. **24%** of businesses felt somewhat negative, while **20%** felt negative about the administrative requirements effect. Very few businesses felt positive about this, with **5%** feeling somewhat positive and **2%** feeling positive overall.

The following page outlines qualitative excerpts gathered after a participant shared what else Sault Ste. Marie can be doing to help start or grow their business establishment.

- If you want people to come and support the local businesses downtown, why do they need to pay for parking? You won't ask that of your employees?
- The one thing that confuses me is why Queen St (or the downtown really) ends at Dennis St. 2 blocks of businesses are being shunned because we don't "fit into the boundaries of what is considered to be downtown". Businesses on these 2 blocks would all benefit from being included. We're all on the same street. Why are we not considered downtown according to the DTA?
- Not affecting my business, but there are many by-laws re: downtown. It's sad to hear there are restaurants that can't have seating outside during the summer months.
- We are hoping to purchase a building to get out of renting and expand our practice. When we have looked we have seen some very significant property taxes on commercial zoned areas. Perhaps some sort of a program to allow new businesses or new owners of commercial property some sort of tax break or incentive would be helpful.
- Parking should be free especially in the downtown. Give people a reason to spend money in ssm instead of soo Michigan or out of town. Make it easier to get a permit for a patio and lower the cost to do so. Doesn't the city want business to succeed? If more people move out of ssm the lower amount of taxes the city will receive.
- Have consistent & transparent permit & operational requirements. Perhaps when applying for permit, allow scheduling of a brief meeting and LISTEN to what the applicant is asking to do. NOT have the applicant make 5 repeat trips to the permit department for seemingly ever changing requirements. The initial meeting should clearly outline what the applicant wants to do and be able to walk away without confusion and clearly knowing what the expectations and requirements are in order to fulfill the application and inspections. Even some of my well-known & experienced contractors were scratching their heads with some of the inspectors' requirements which weren't required on the engineered plans.
- The City needs to commit to support the EDC and the Innovation Centre even more. These 2 organizations are the portals for growth. They are the best way to leverage dollars. They do a good job in facilitating growth incentives, and simplifying the communication and understanding of Fednor, NOHFC and other programs. A lot of our work is outside of Northern Ontario, bring spinoffs and dollars into the community and both the EDC and the SSMIC are a big part of helping us expand and export.
- Providing assistance with finding rental space.

The following page outlines qualitative excerpts gathered after a participant shared the top 1 to 3 things that the City of Sault Ste. Marie can do to help grow their business.

- Subsidize the cost of doing business downtown for the small businesses.
- 1) A program to attract your health professionals. 2) Incentive to purchase a building for new owners. Ensure a way that the people who own existing properties cannot exploit and take advantage of this. 3) More bike lanes for active people.
- Traffic enforcement - extremely loud & noisy motorcycles, pick-up trucks & car stereos which rattle our windows while trying to perform para-health services for our clients. Traffic flow is poor and very fast moving - we've received feedback that although we're in a business corridor the traffic flow makes navigating in & out of our parking lot far too difficult and dangerous at times.
- Free parking. Lower taxes. More tourist advertisements.
- 1) Reduce Industrial Taxes to the level they were in 2016 with of course the normal increases from the City's budget. 2) Increase support for the EDC and the Innovation Centre. 3) Work on Increasing the size of the labour force and "especially skilled trades" training through Sault College, Co-op programs, attracting immigrants, Algoma University, keeping young people in the community by strengthening the downtown (making the community more livable), and other ideas; I believe workforce development will be the major issue facing every small community going. This is critical.
- The city could attract business/industry, which would in turn attract employees, which in turn would increase the employed population, which in turn would help every business in Sault Ste. Marie.
- Update your list to show all service providers on the list that is given to people from the building department. Adjust your zoning bylaws to assist in development of older properties instead of allowing old properties to sit empty because of a permitting or zoning issue. Work with small businesses instead of working hard to frustrate small business owners.
- Lower taxes based on employees working at the location of the business. Less employees = less taxes. Not based on property size. Help lower utilities for small business owners. Programs to increase trades people.
- I believe there's little more the city can do to help us. At this stage we need to help ourselves. Sales solves all problems; if we are able to access the right customers we can increase revenue, hire people and improve the product / add new products. The key is sales and marketing, so we need to further develop this capability.
- We have lost a lot of good foot traffic downtown. People working DT is a big part of my business

The following section outlines how businesses feel about the city's strategy to make the community more attractive and user friendly for pedestrians, public transportation users, and cyclists. Respondents were asked to select yes, no or maybe in regards to whether or not this strategy will affect them.



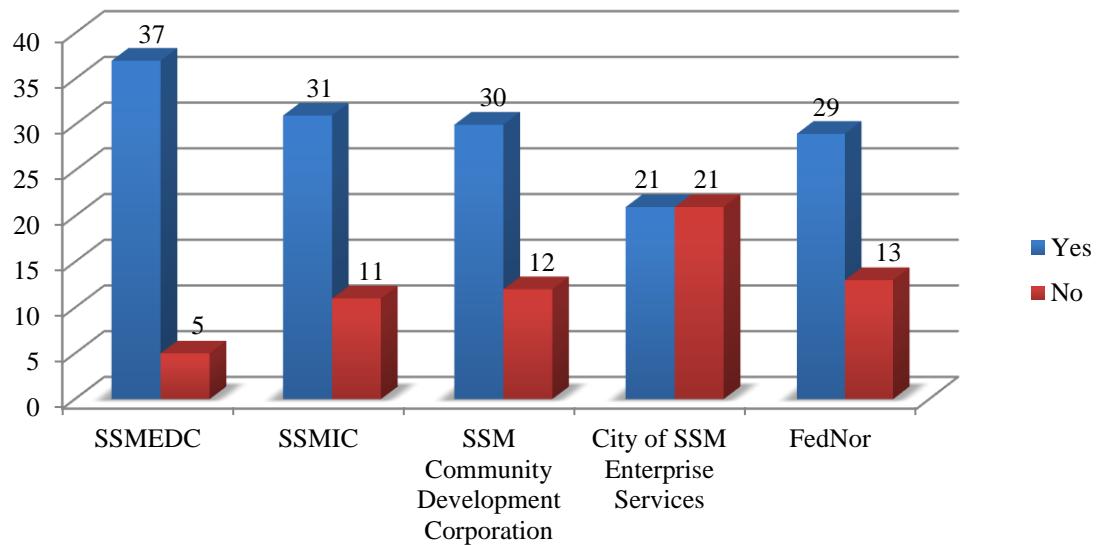
Based on the 42 responses, **50%** of businesses feel that this strategy to make the community more attractive ad user friendly will help their business overall. **21%** of the respondents identified that this strategy may benefit their business, while **29%** feel that this will not have an impact on their business overall.

The following page outlines qualitative excerpts gathered after a participant shared the most significant change that they would like to see in the community in the next five years.

- Reconfiguration of “downtown boundaries”, more happening downtown in terms of entertainment.
- Better communication and marketing/advertising and the city taking a more active role in coordinating and promoting events.
- Development of cafes in downtown area - something for casual wanderers to stop and something on the boardwalk to have a snack, all things to entice people downtown.
- Allow infilling and mixed use development, strengthen noise bylaw, anti-idling bylaw, support fossil fuel divestment, set greenhouse gas targets, clean up the environment (air/water/soil), add fuel pump tax, reduce road lanes and increase on street parking, stop sprawl, raise taxes on industry and waste development (such as parking lots)...suspect these are not the answers you want, but all are crucial if we are to make the community more attractive and user friendly, attract and maintain employees, retain youth, and create a community that attracts business and professionals. Industry stands out in Toronto, but dominates in the Sault. This needs to be cleaned up and the only way possible is to wind down industry.
- To stop living in fear of crime & vandalism. I would like to see a shift away from what seems to be a focus on social services and an improvement in other qualities of life, community experience and effective tourism. Possibly reach out to small businesses to create a 'welcome to the Soo' package where newcomers or visitors can purchase a tourism package comprised of local business services to fit their needs & duration of stay.\
- I would like to see the City really work together with all organizations in the community. Everybody has to be on the same team, with the same goals. That is not happening. I do not have a sense we are a good and competitive place to build a business. Hitting the class of business that is the most important wealth creator in the Community was exactly the wrong thing to do.
- Attraction of business and industry which will in turn attract talented employees and which in turn will improve the demographics and tax base of the City.
- Business and Industry is the engine of any community, anything that makes it more cost effective than any other community will work. Lower the Cost of running this municipality, the tax base that supports these cost increases is dwindling ...City has been run like a municipality in southern Ontario without the tax base to match.
- Development of a downtown to the point that it's an exciting happening place that people want to go to, and spend a day or night at.

The following graph outlines how familiar each business was with the different supports offered through economic development agencies within the community of Sault Ste. Marie. This portion of the survey was a yes or no based question.

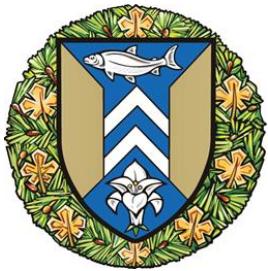
Awareness of Supports Offered



Based on the responses, the majority of businesses are aware of the services available to them from an economic development stand point. The support that businesses are most aware of is the SSMEDC, with **88%** of respondents answering yes. **74%** of businesses are aware of SSMIC supports, while **71%** are aware of the SSM Community Development Corporation's services. The awareness of the City of SSM Enterprise Services was **50/50** and the awareness of FedNor support was **69%**.

The following page outlines qualitative excerpts gathered after a participant shared additional comments (i.e. most significant challenge for your business, a success story, other).

- Although nothing will come of this because rarely things change in the Sault, property tax and (rent for that matter) for young people needs to be reviewed. Thanks for reading I think this is a good initiative.
- We love what we do and the people we meet/interact with every day. We are working hard to bring new and exciting events to SSM and it's been widely received and pretty successful.
- It is very nice to see square one looking so nice these days. That is where I own a building and a small business. However, the city sure had not made it easy to get this done. The cost for all of the patios and the restrictions that are put on them really hinder the profits. You can barely make enough money to cover the costs of the permits, extra insurance they force you to get and the structure you need to build. I'm sure this is one of the major reasons not everyone is making the effort to do these. I do not own a Restaurant or bar but would love to make my sidewalk look as good as those that do. But at what expense? I see the change but there needs to be more done so everyone can afford to help change the vibe. Not just a few. We need everyone on board.
- The city needs to help in advertising and marketing for downtown. If necessary, coordinating so that events and opportunities don't get missed.
- I have built my business up successfully in almost 5 years in this city. When I first started I did not know where to go for grants or how to get one to help me financially, so I still have not had any help from the government ran programs. I would like to start looking at expansion grants and not sure where to start. I think the government programs not only need to make themselves known in the community but make known the specific services they offer.
- A good part of the communities' growth will come from companies that are already here with buildings and machinery in place. They should be embraced and supported as much as possible. Over the past 5 years we have diversified our business and sent workers and equipment from Sault Ste. Marie from PEI to Vancouver Island doing jobs, working with the EDC and SSMIC. That brings wealth and spinoffs to our community that otherwise would not be here, and indirectly taxes to the City. Sault Ste. Marie may be a great place to live, but it is not the best place to operate a manufacturing or industrial plant. Therefore, the City really needs to work on its strengths. Unless everyone organization is on the same page working together and locating here is competitive, we will never grow. I really hope that this survey brings about change and helps in that process.
- I have been a small business owner for a number of years in Sault Ste. Marie, and I know a large number of small business owners within the city as well as across the country. All business owners who I know personally are all very openly frustrated with dealing with the city. Our business came very close to moving our office to Echo Bay due to the frustrations and additional costs incurred in dealing with zoning and building departments.



The Corporation of the City of Sault Ste. Marie

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

February 25, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: “Tainted” Feature Film Request for Bylaw Exemption

PURPOSE

The purpose of this report is to seek Council’s approval for Bylaw Exemption for Tainted Productions Inc. Feature Film “Tainted” for Noise and Gunfire from Noise By-law 4100 and By-law 80-200, and Gunfire By-law 2008-168.

BACKGROUND

Gearshift Films, a production company based in Toronto Ontario is currently working on their latest feature film production Tainted Productions Inc. and is seeking a Noise By-law exemption. This will be the second film that Gearshift has filmed in the Sault and the fourth for their Line Producer.

The Production company is seeking Noise Bylaw Exemption (specifically for gunfire), for various scenes that will be filmed within the City of Sault Ste. Marie between February 25, 2019 – March 15, 2019. The locations these scenes will take place are:

March 4 – Noon to 8:00 pm - Purvis Marine (1 Pim Street) Exterior
March 7 – 5:30 pm to 5:30 am - Boniferro Mill Works (45 Third Line West) Interior
March 8 – 5:30 pm to 5:30 am - Boniferro Mill Works (45 Third Line West) Interior
March 12 – 3:30 pm to midnight - Gates College (138 East Street) Interior
March 15 – 1:30 pm to 6:00 pm - Sault Multimodal Exterior (530 Cathcart Street)
Exterior

Gearshift has already obtained permissions from property owners for filming and special effects on the above mentioned property.

ANALYSIS

The production has secured a Gun Wrangler Stefano Beninati who will oversee all filming that include the firing of the gun. The Gun Wrangler will be on site and

"Tainted" Film Request for By-Law Exemption

2019 02 25

Page 2.

will be handling the guns when they are not filming. The guns will only be loaded with Blanks, no ammunition will be fired.

The City of Sault Ste. Marie Police Services will be notified in advance, of the Gun Fire Scenes Locations, Dates, and Times. The production team will be notifying all neighbouring residences and businesses in three days in advance of the filming.

The Production has produced an insurance certificate for the filming in Sault Ste. Marie that is satisfactory of the Corporation legal team and the Film, Television, and Digital Media Coordinator with FutureSSM is working with the production to ensure all proper protocol is in place for the firing scenes.

FINANCIAL IMPLICATIONS

There are no financial implications to this request.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships and Quality of Life (Promote and Support Arts and Culture). The opportunity to support the Feature Film "Tainted" fits in with our strategic objective of attracting more filming and film industry to Sault Ste. Marie.

There are many benefits resulting from this Feature Film Production and being able to facilitate this production request for exemption will further position Sault Ste. Marie as a premier destination for the film industry to do business in the North.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2019 02 25 concerning the "Tainted" Feature Film Request for Bylaw Exemption be received and approved."

Respectfully submitted,

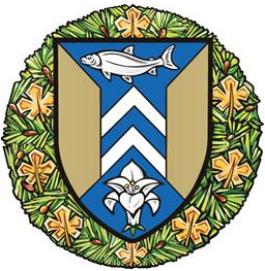


Tom Vair

Deputy CAO, Community Development & Enterprise Services

705.759.5264

t.vair@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

February 25, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: 2019 Cultural Financial Assistance Grants

PURPOSE

This report provides recommendations to City Council from the Cultural Advisory Board for the distribution of the Cultural Financial Assistance Grants for 2019.

BACKGROUND

Each year City Council allots \$53,900 for financial assistance grants to the cultural community. The Cultural Advisory Board on behalf of City Council evaluates the applications against the criteria in the City's Cultural Financial Assistance Policy and makes a recommendation to City Council for the distribution of the grant funds.

ANALYSIS

There were fifteen (15) applications submitted for 2019 with requests totalling \$114,137. In 2018 the Cultural Advisory Board received 15 applications totaling \$105,521. The members of the Cultural Advisory Board met on Thursday, February 7, 2019 and reviewed the 2019 applications for the Cultural Financial Assistance Grants. The Cultural Advisory Board passed the following resolution:

Moved by: E. Belair

Seconded by: W. Greco

“Resolved that the Cultural Advisory Board endorse the organizations for grants under the Cultural Financial Assistance Program as recommended in the attached list and that a report be submitted to City Council for consideration and approval.”

CARRIED

Appended to the report is the list of applicants and the recommended grants for 2019.

FINANCIAL IMPLICATIONS

An amount of \$53,900 is included in the City's operating budget for the purpose of financial assistance as per the City's Cultural Policy on providing arms-length funding of culture.

STRATEGIC PLAN / POLICY IMPACT

This item supports the Corporate Strategic Plans Focus Area: Quality of Life – Promote and Support Arts and Culture.

RECOMMENDATION

It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of Recreation and Culture dated 2019 02 25 concerning the 2019 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board to allocate the budget \$53,900 in the following amounts:

1. Algoma Arts Festival Association – \$4,500
2. Algoma Conservatory of Music – \$5,400
3. Algoma Festival Choir – \$5,500
4. Arts Council of Sault Ste. Marie and District – \$10,000
5. Over the Rainbow Children's Entertainment Series – \$2,500
6. Quonta - \$4,000
7. Sault Blues Society - \$2,000
8. Sault Symphony - \$6,000
9. Sault Theatre Workshop – \$5,000
10. Shadows of the Mind Film Festival – \$5,000
11. Shingwauk Anishinaabe Student Association - \$4,000

be approved."

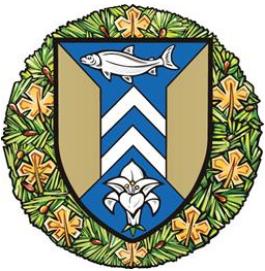
Respectfully submitted,



Virginia McLeod
Manager of Recreation and Culture
705.759.5311
v.mcleod@cityssm.on.ca

2019 Cultural Financial Assistance Grants

Organization	2019 Request	2019 Recommend
Algoma Arts Festival Association	\$ 7,500	\$ 4,500
Algoma Conservatory of Music	\$ 14,500	\$ 5,400
Algoma Festival Choir	\$ 8,150	\$ 5,500
Arts Council of SSM & District	\$ 35,000	\$ 10,000
Living History of Algoma / Oral Historyof SSM Project/Algoma 1812	\$ 6,000	\$ -
Over the Rainbow Children's Entertainment Series	\$ 3,000	\$ 2,500
Quonta	\$ 5,000	\$ 4,000
Sault Blues Society	\$ 2,000	\$ 2,000
Sault Community Theatre Centre Kiwanis Community Theatre Centre	\$ 3,500	\$ -
Sault Symphony	\$ 6,000	\$ 6,000
Sault Theatre Workshop	\$ 5,000	\$ 5,000
Shadows of the Mind Film Festival	\$ 5,000	\$ 5,000
Soo Pipe Band	\$ 4,241	\$ -
Centre Francophone SSM	\$ 1,500	\$ -
Shingwauk Anishinaabe Student Association	\$ 4,000	\$ 4,000
Windhorse	\$ 3,746	\$ -
Total	\$ 114,137	\$ 53,900



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

February 25, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nicole Maione, Manager of Transit & Parking

DEPARTMENT: Community Development and Enterprise Services

RE: Municipal By-Law Enforcement Officers

PURPOSE

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

BACKGROUND

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

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-36 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Nicole Maione".

Nicole Maione
Manager of Transit & Parking
705.759.5848
n.maione@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie



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

2019 02 05

Karen Fields, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL BY-LAW ENFORCEMENT OFFICERS

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

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

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

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
107	Sean Miler	Corps. Of Commissionaires	Downtown Parking

And that the following be deleted:

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
3	Sam Piraino	Corporation of the City of Sault Ste. Marie	Downtown Parking

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

Thank you.

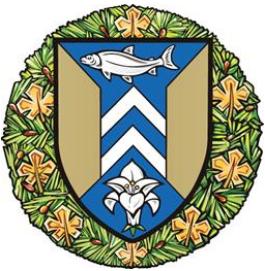
Yours truly,

A handwritten signature in blue ink, appearing to read "Nicole Maione".

Nicole Maione
Manager of Transit and Parking

SCHEDULE "A"

David Etchells	51
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Edmund Badu	100
Jason Levesque	101
Sylvia Hendriks	102
Timothy Lanthier	103
Brian Ford	104
David Hopkinson	105
Nathaniel Louttit	106
Sean Miller	107



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

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

February 25, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Allen's Side Road – Wallace Terrace Truck Traffic

PURPOSE

The purpose of this report is to address the following resolution passed at the 2019 01 14 meeting:

Whereas Allen's Side Road and Wallace Terrace have both increasingly become busier commercial/industrial corridors with heavy truck traffic traveling by way of both Allen's Side Road and Wallace Terrace to a number of commercial operators located off Allen's Side Road on Base Line and Yates Avenue; and

Whereas Allen's Side Road in the westerly portion of Wallace Terrace have not been upgraded or improved in a number of years; and

Whereas Wallace Terrace decreases from 4 to 2 lanes west of Rowell Avenue; and

Whereas heavy truck traffic is having a negative effect on residences on both Allen's Side Road and Wallace Terrace and homeowners are concerned that the speed and weight of vehicles is affecting their homes; and

Whereas homeowners are concerned that the speed of the heavy truck traffic presents a safety concern; and

Whereas the neighbors appreciate and understand the importance of the commercial/industrial operations and do not want to deter said operations;

Now Therefore Be It Resolved that Council request staff report regarding potential solutions specifically including (but not limited to) any recommendations relating to posted speed limits (and reductions thereof) that might be implemented to address the concerns of the taxpayers who

live on both Allen's Side Road and the westerly portion of Wallace Terrace.

BACKGROUND

Allen's Side Road south of Second Line is a class A truck route providing access to the industrial area south of Wallace Terrace. Commercial traffic is permitted at any time. It is a two lane, rural cross-section with roadside ditches. The road surface has outlived its useful life.

Wallace Terrace is not a truck route between Goulais Avenue and Allen's Side Road, therefore commercial traffic is not permitted. It is a four-lane urban cross section at Goulais Avenue westerly and changes to a two-lane rural cross-section at Rowell Avenue.

ANALYSIS

Given that Wallace Terrace west of Goulais Avenue is not a truck route, commercial traffic on this road is in contravention of the bylaw. Engineering staff have discussed this area recently with Police Services and communications with trucking companies and enforcement is ongoing.

Engineering staff considers the condition of the asphalt surface on Allen's Side Road to be the main issue. It is in need of replacement. It will be evaluated along with the other deficient streets for the 2019 resurfacing program. Council is aware that the budget provides limited resources for resurfacing and is inadequate to meet the need. The annual recommended resurfacing program is brought to Council in April or May.

Engineering staff refers to the Transportation Association of Canada (TAC) guidelines when recommending posted speeds. These guidelines recommend posted speed limits based on risk factors concerning horizontal and vertical road geometry, roadside hazards, pedestrian/cyclist exposure and pavement condition.

On Allen's Side Road, using relatively high risk factors for pedestrian/cyclist exposure and pavement condition, the guideline recommends posted speed limit of 60 km/h. The existing speed limit is 50 km/h on Allen's Side Road and staff does not recommend an increase. Further, while TAC does support variable speed limits based on users (trucks versus cars), it does not support them on single lane roads. Accordingly staff does not recommend a decrease in posted speed either.

The subject portion of Wallace Terrace is posted at 60km/hr. With enforcement of the prohibition of heavy commercial vehicles, staff sees no merit in decreasing the speed limit at this location.

FINANCIAL IMPLICATIONS

Funding for resurfacing of Allen's Side Road will come from the 2019 or a future annual capital road reconstruction or miscellaneous construction allocation.

STRATEGIC PLAN / POLICY IMPACT

Provision of truck routes, traffic control and enforcement are linked to the infrastructure component of the strategic plan.

RECOMMENDATION

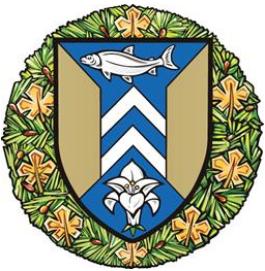
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2019 02 25 concerning truck traffic on Allen's Side Road and Wallace Terrace be received as information.

Respectfully submitted,



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



The Corporation of the City of Sault Ste. Marie

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

February 25, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Catherine Taddo, P. Eng., Land Development and Environmental Engineer

DEPARTMENT: Public Works and Engineering Services

RE: McNabb, South Market, and Boundary Road Storm Sewers

PURPOSE

The purpose of this report is to obtain by-law approval for an Agreement related to engineering services for the McNabb, South Market, and Boundary Road storm sewers.

BACKGROUND

Some areas of concern have been identified, related to storm sewers and groundwater infiltration. The original pipe of concern was constructed in 1975 and 1976, with infiltration repairs completed in 1986. Inspections in 2016 indicated that active infiltration has returned causing damage to the pavement structure and inducing localized road settlements. Additional inspections were carried out in 2017 that require review and analysis.

ANALYSIS

The original repairs have reached the end of their useful life, and groundwater table in the area of concern is still active. Repair techniques have advanced since the original repair project. Therefore, an analysis of the proposed limits of rehabilitation, rehabilitation methods, and the associated costs is required, to determine the next course of action. The proposed fee of \$16,500 and single sourcing of these engineering services are within the staff approval level as authorized in the Purchasing By-law. AECOM is recommended for the engineering work based on Clause 22(3)(f) in the procurement bylaw, namely purchase in the best interest of the City.

FINANCIAL IMPLICATIONS

An amount of \$25,000 was allocated in the 2019 miscellaneous construction budget to account for this work. When recoverable HST is removed, the engineering fee of \$16,790.40 can be accommodated within this budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant by-law 2019-37 is located elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

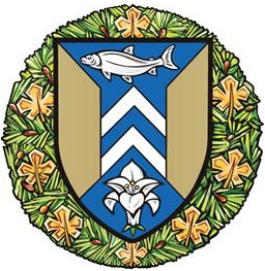
C. Taddo

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759.5380

c.taddo@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

February 25, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Catherine Taddo, P. Eng., Land Development and Environmental Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Waste Management Environmental Assessment

PURPOSE

The purpose of this report is to update Council on the status of the Waste Management Environmental Assessment (EA) and the steps to be taken and budget required to facilitate a formal submission of the EA document to the Ministry of the Environment Conservation and Parks (MECP) for their approval.

BACKGROUND

In 2005 the City obtained MECP approval for the Solid Waste Management EA Terms of Reference. At that time, City Council approved the award of this project to Totten Sims Hubicki Associates and Dillon Consulting Limited, now AECOM Canada Ltd.. The EA commenced in 2006, with a review of different ways to manage waste including increased waste diversion, incineration/high heat processes, landfill, export waste outside of the service area, and the do-nothing alternative. The evaluation and response from consultation concluded that increased waste diversion through reduction, re-use and recycling and landfilling of residual waste was the preferred long-term approach to managing waste.

The next phase of the EA process was step 1 of the alternative methods evaluation addressing landfill expansion versus development of a new site. In the summer of 2011 it was determined that the direction would focus on expanding the existing landfill. The process proceeded to step 2.

The evaluation and response from consultation concluded that the preferred site expansion consisted of a modest increase in the height of the waste, an expansion of the disposal footprint to the west and north, and mining a portion of the existing waste, with inclusion of a liner. Since that time assessment of the potential impacts of the conceptual design and planned operation of the preferred site expansion alternative has been proceeding, with identification of suitable mitigating measures.

Waste Management Environmental Assessment

2019 02 25

Page 2

In 2017 the Waste Management EA Draft document was circulated to the Ministry of the Environment, Conservation and Parks (MECP) for comment. During the review period, comments were received from nine technical reviewers, which ranged in length from three to 10 pages. There has been significant effort expended to date, to identify, negotiate, and document the approach to address the MECP comments, which in some cases includes requirements to revise the assessment to reflect changing guidelines. The following disciplines submitted technical memorandums with comments:

- Land use;
- EA planning and consultation;
- Hydrogeological (groundwater);
- Surface water;
- Wastewater;
- Air quality;
- Source water protection;
- Waste management/landfilling, and;
- Noise.

The next step in the process is to finalize the EA document and address the comments, prior to final submission for approval.

ANALYSIS

An estimate has been prepared to address comments received and finalize the document for submission. Further dialogue is also required with the reviewers, which is included in the estimates. In some instances, a significant level of effort is required, to address the comments. Once the document is formally submitted, comments will again be solicited from the public, Indigenous communities, and agencies. This consultation period will be supported by the Consultant.

Work Required based on Comments Received	Budget
Site Design/ D&O Report	\$13,500
Air Quality	\$52,700
Hydrogeology	\$10,300
Noise	\$4,600
Surface Water	\$12,000
Planning/Land Use	\$15,600
Environmental Assessment Report	\$56,500

Work Required based on Comments Received	Budget
Natural Heritage	\$0
Geotechnical	\$0
Archaeological	\$0
Visual	\$0
Traffic	\$0
Waste Water	\$0
Source Water Protection	\$0
Socio-Economic	\$0
General	\$17,600
Allowance for follow-up during formal review period including Aboriginal engagement	\$50,000
	\$232,800

FINANCIAL IMPLICATIONS

As part of the 2019 Capital Budget, Council approved \$300,000 for landfill upgrades. The additional engineering fee of approximately \$235,000, excluding HST, can be accommodated within this amount. The additional \$235,000 results in an overall revised project fee of \$1.21 million (excluding HST).

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the strategic direction of maintaining existing infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2019 02 25 concerning the Waste Management Environmental Assessment be received and the engineering fee of \$235,000 (excluding HST), be approved for an overall AECOM project fee of \$1.21 million (excluding HST).

Waste Management Environmental Assessment

2019 02 25

Page 4

Respectfully submitted,

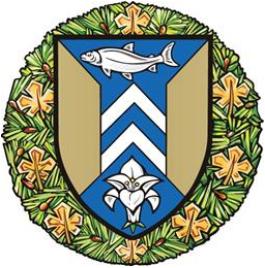
C. Taddo

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759-5380

c.taddo@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

February 25, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Housekeeping – Amending Fire Routes By-law 2013-105

PURPOSE

The purpose of this report is to recommend that City Council amend the City's Fire Routes By-law 2013-105.

BACKGROUND

On June 10, 2013, City Council passed By-law 2013-105, the City's Fire Routes By-law, which repealed By-law 81-404, a by-law respecting fire routes. A clause regarding payment of fines was inadvertently missed in By-law 2013-105.

ANALYSIS

By-law 2013-105 requires an amendment to include the payment of fines clause.

FINANCIAL IMPLICATIONS

No financial impact.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Housekeeping – Amend By-law 2013-105 Fire Routes By-law

2019 02 25

Page 2.

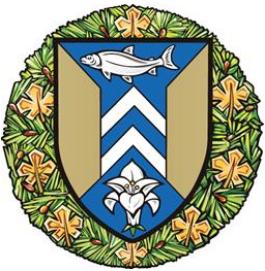
By-law 2019-38, being a by-law to amend the Fire Routes By-law 2013-105, appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor
JK/da

LEGAL\STAFF\COUNCIL\REPORTS\2019\HOUSEKEEPING - AMENDMENTS TO BY-LAW 2013-105 FIRE ROUTES BY-LAW.DOCX



The Corporation of the City of Sault Ste. Marie

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

March 4, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: FCM Climate Change Staff Grant

PURPOSE

The purpose of this report is to inform Council that the City was successful in its application for funding from the Federation of Canadian Municipalities (FCM) for the Climate Change Staff Grant program and Staff will move forward with the recruitment for the contract staff position.

BACKGROUND

On July 16, 2018 Council approved the following resolution:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 07 16 concerning the Federation of Canadian Municipalities Climate Change staff grant be received and that the recommended \$31,250 be allocated from the Green Committee Reserve to provide 20% of eligible project expenditures.

The FCM's climate change program covers up to 80% of eligible expenditures, to a maximum of \$125,000 over a 24-month period for staff grants.

In February 2019, FCM confirmed that the City had been granted the full amount of \$125,000 in funding. The program is designed to help address staffing gaps and increase the capacity of communities to adapt to the effects of climate change or reduce greenhouse (GHG) emissions.

The City has been advised by FCM that funding for the contract staff position will run from March 2019 to March 2021, and as such, that the City should begin recruiting for the position immediately, as they will not be extending the funding beyond March 2021. It should be noted that final formal agreements for the funding is still pending. It the intent of staff to proceed with the recruitment for this

contract staff position; however formal employment contracts will not be signed until the agreement with FCM is finalized and executed.

ANALYSIS

The Green Committee and FutureSSM has expressed the desire to pursue activities and initiatives such as developing or refreshing GHG emissions reduction and climate change adaptation plans, creating GHG emission inventories and adding climate change practices into daily municipal processes.

The FCM Climate Change staff grant will help to address the staffing gap in this area and allow us to retain a contract staff resource dedicated to the pursuit of local initiatives to reduce greenhouse gas emissions. It also ties in perfectly to support the FutureSSM Environmental Sustainability pillar and to incorporate recommended initiatives into the implementation plan.

FINANCIAL IMPLICATIONS

FCM will provide 80% of eligible expenditures, to a maximum of \$125,000, over a 24-month period for staff grants. Per council resolution on July 16, 2018 Council approved that the additional 20%, be allocated from the Green Committee Reserve, to a maximum of \$31,250 over the two year period.

Any additional funds required for administrative costs will be allocated from the FutureSSM Project.

STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan includes Environmental Stewardship as a value and states the City will use resources wisely to maintain and create a sustainable city for future generations. This project would also align with the FutureSSM pillar of Environmental Sustainability.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated March 18, 2019 concerning FCM Climate Change Staff Grant be received and the recommendation to proceed with the recruitment of the contract staff position with formal employment contracts to be signed after execution of the funding agreement be approved.

Respectfully submitted,



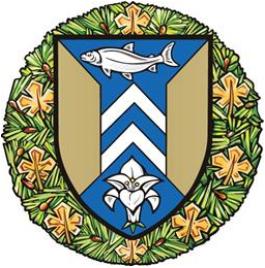
Tom Vair
Deputy CAO,
Community Development & Enterprise Services
705-759-5264

FCM Climate Change Staff Grant

2019 03 04

Page 3.

t.vair@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

March 4, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: FutureSSM Project Funding Update

PURPOSE

The purpose of this report is to provide Council with an update on the funding for the FutureSSM project.

BACKGROUND

On February 28th, 2019 an email was sent to the Deputy CAO, Community Development and Enterprise Services from Minister Greg Rickford in his capacity of Chair of the Northern Ontario Heritage Fund Corporation.

A letter attached to the email, (Attachment A), provides formal notice that NOHFC is terminating the agreement for funding for the FutureSSM project as of March 31, 2019. No reason was provided for the termination and the letter outlines the process to windup the costs of the project.

ANALYSIS

FutureSSM is a community development project that was developed through extensive consultation with the community. This consultation began with the Community Adjustment Committee (AC) and the resulting recommendations from the AC formed the basis for FutureSSM. The FutureSSM implementation plan ensured the ongoing involvement of the community. The creation of the Community Development Roundtable and Action Teams with over seventy community leaders is ongoing and remains important work. We are already seeing impressive results from this project and an alignment within the community that is creating momentum and having tangible, positive impacts on Sault Ste. Marie. The City has also hired six impressive project staff members who are leading important initiatives in the community.

FutureSSM Funding Update

2019 03 04

Page 2.

The City committed \$444,656 for three years for the project for a total of \$1,333,968. FedNor approved funding for \$1,100,000 for 30.24% of eligible costs. NOHFC had previously approved \$1,400,000 for the project.

City staff has been in contact with FedNor and are hopeful that, at a minimum, the money they have committed to the project remains. With this support, the budget can be re-profiled and staff is confident the project can continue and deliver significant benefit to the community. Staff will also explore any other funding opportunities to support project activities moving forward.

The FutureSSM plan was created by citizens in order to build a resilient and prosperous future. It has the support and engagement of a wide number of community leaders and is achieving tangible and impressive results. Therefore, it is important that the project continue. While the cancellation of the NOHFC funding is a setback, it certainly doesn't terminate the initiative and staff recommends continuing this worthwhile effort.

FINANCIAL IMPLICATIONS

The City's contribution towards this implementation was approved by City Council to be reallocated to community development at the July 31st, 2017 special Council meeting.

Given this notice was just provided on February 28th, 2019 and project funding needs to be confirmed and finalized, staff will return with an update at a date in the near future to provide clarification on the financial implications. No funds beyond what has been previously been approved by Council will be expended.

STRATEGIC PLAN / POLICY IMPACT

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

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 06 16 regarding FutureSSM project be received as information.

FutureSSM Funding Update

2019 03 04

Page 3.

Respectfully submitted,

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

Tom Vair

Deputy CAO, Community Development and Enterprise Services

705.759.5264

t.vair@cityssm.on.ca

Place Roberta Bondar, 70, promenade Foster, bureau 200, Sault Ste. Marie (Ontario) P6A 6V8
Tél: 705 945-6700 ou 1 800 461-8329 @sgfpno sgfpno.ca

February 28, 2019

BY REGISTERED MAIL AND BY FACSIMILE (705-759-2310)

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

Attention: Tom Vair, Deputy CAO, Community Development and Enterprise Services

RE: Notice of Termination – re: NOHFC Project No. 8210247

Mr. Vair,

We refer to the Conditional Contribution Agreement between Northern Ontario Heritage Fund Corporation (“NOHFC”) and the Corporation of the City of Sault Ste. Marie (the “Recipient”) effective as of June 28, 2018 (the “Agreement”). All capitalized terms used but not defined herein have the meaning ascribed to them in the Agreement.

Pursuant to Section 13.1 of the Agreement, this letter provides formal Notice to the Recipient that NOHFC is terminating the Agreement effective as of March 31, 2019 (the “Termination Date”).

As of the Termination Date, the Province has no further obligation to make any payment of Funds. Requests for Funds shall be processed until the Termination Date, provided that:

- a) such Requests for Funds are related to expenses incurred and paid during “Funding Year 1” as set out in the NOHFC Claim Schedule (contained in Schedule “C” to the Agreement), and do not claim project costs related to the Project Implementation Phase; and
- b) the Recipient is otherwise in compliance with all other terms and conditions of the Agreement.

Pursuant to section 13.2, Province may, in its sole discretion, provide funding to support the reasonable costs of winding down the Project. Any such Wind Down Costs must meet the definition of Eligible Project Costs. Accordingly, any claimed Wind Down Costs must clearly relate to the Project and be reasonable, identifiable and supported by documentation. NOHFC’s view is that any such Wind Down Costs may only relate to the Project Initiation Phase, as any commitments made by the Recipient in respect of the Project Implementation Phase would be premature at this point, in the absence of an Implementation Plan being submitted and approved as satisfactory by NOHFC.

.../2

We encourage the Recipient to correspond with NOHFC's staff to discuss which Eligible Project Costs related to the Project Initiation Phase are expected to be submitted in valid Requests for Funds between now and the Termination Date, and whether the Recipient proposes that any other costs related to the Project Initiation Phase should be considered Wind Down Costs and funded after the Termination Date. For this purpose, please contact Susan Richichi, Manager – Financial Services, by e-mail at susan.richichi@ontario.ca, with a copy to Timothy Jones, Legal Counsel at timothy.jones@ontario.ca.

NOHFC also requests that the Recipient provide an Annual Report covering all activities conducted between the inception of the Project and the Termination Date that were captured in Requests for Advance submitted. Please provide this Annual Report together with the Recipient's final Request for Funds. If the Implementation Plan is available as of the Termination Date, please also deliver a copy to NOHFC for its records.

Although NOHFC is electing to terminate the Agreement as of the Termination Date pursuant to its rights under Section 13.1 of the Agreement, this decision is not intended to imply that the activities considered in the FutureSSM report and/or the Implementation Plan are unworthy of NOHFC's support in the future. To the extent that such activities, when fully planned out, costed, and scoped, appear to be eligible for NOHFC's programs, NOHFC is prepared to receive and consider future applications regarding those activities on a project-by-project basis. NOHFC is of the view that the appropriate proponent for any such future applications would be the project stakeholder with primary accountability and responsibility for implementing the project activity.

If you have any questions about the matters discussed in this letter, please contact Melanie Muncaster, Executive Director at NOHFC, by telephone at (705) 945-6753 or by e-mail at melanie.muncaster@ontario.ca.

Regards,



The Honourable Greg Rickford
Chair
Northern Ontario Heritage Fund Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2019-36

PARKING: (P7.4) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE “A” TO BY-LAW 93-165 REPEALED

Schedule “A” to By-law 93-165 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. EFFECTIVE DATE

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

PASSED in open Council this 25th day of February, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A"

David Etchells	51
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Edmund Badu	100
Jason Levesque	101
Sylvia Hendriks	102
Timothy Lanthier	103
Brian Ford	104
David Hopkinson	105
Nathaniel Louttit	106
Sean Miller	107

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-37

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for engineering services for the McNabb, South Market, and Boundary Road storm sewers.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 25, 2019 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for the McNabb, South Market, and Boundary Road storm sewers.

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 25th day of February, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

2017



Consulting Engineers of Ontario (CEO)
in partnership with the
Municipal Engineers Association (MEA)



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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 25TH day of FEBRUARY, 2019

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

AECOM CANADA LTD.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client requires consulting engineering services to determine the proposed rehabilitation limits and the most effective repair strategy to rehabilitate the large diameter storm sewers on McNabb Street, South Market Street and Boundary Road based on CCTV inspection video and reports.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

1. Engineer

In this Agreement, the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

2. Services – As per Article 2 – Services to be provided.

3. RFP – None

4. Addenda – None

5. Order of Precedence:

- i. Addendums
- ii. Request for Proposal issued
- iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) for the Project under the general direction and control of the Client.

1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 Records and Audit

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

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- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

1.8 Delays

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 Suspension or Termination

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability and \$5,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$5,000,000.00 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 Force Majeure

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 Contracting for Construction

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grievous party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely

disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation
- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
 - b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
 - c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
 - d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
 - e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- 3) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client
- Arbitration
- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991, S.O. 1991, C.17*, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.

- iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
- v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

1.22 Time

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 **Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services to be provided by AECOM as detailed in the Engineer's Proposal letter dated September 5, 2018 re: Assessment of McNabb, South Market and Boundary Road Storm Sewer.

- 2.02 Services to be provided by Client as detailed in the Engineer's Proposal letter dated September 5, 2018 re: Assessment of McNabb, South Market and Boundary Road Storm Sewer.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment (*Strike out those that do not apply*)

3.2.1 Fees Calculated on a Percentage of Cost Basis

~~The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:~~

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Grade: _____ Hourly Rate:

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Lump Sum Fee

3.2.3.1 Lump Sum Fee Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 12% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.
- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.
- d) HST will be added to the Lump Sum Price.

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

3.2.5 Upset Cost Limit

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$16,500.00 plus applicable taxes made up as follows:
- (i) \$ _____ plus applicable taxes for Core Services as described in Schedule A; and,
- (ii) \$ _____ plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Interest at the annual rate of percent (percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineers' invoice.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) Delay of Award of Contract

In the event the contract for construction of the Project is not awarded within months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.

Further services for the Project beyond the months will be undertaken on a time basis.

d) On Completion of the Work

~~Following Completion of the Work, the Engineer shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.~~

3.3.3 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This _____ Day of _____, 20____

Signature	
Name	Chris Redmond, P. Eng.
Title	Senior Vice President

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This 25th Day of February, 2019

Signature		Signature	
Name	Christian Provenzano	Name	Malcolm White
Title	Mayor	Title	Deputy CAO and City Clerk

ARTICLE 5 – ATTACHMENTS

1. AECOM Proposal letter dated September 5, 2018 re: Assessment of McNabb, South Market and Boundary Road Storm Sewers.

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Supplementary Conditions

1) Article 1, General Conditions, Clause 1.1 – Retainer

Clause 1.1 - Retainer is deleted in its entirety and replaced with the following:

“

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Article 2 (The Services) for the Project. The Engineer will abide and follow the directions and instructions provided by the Client from time to time as may be provided by the Client.

“

2) Article 1, General Conditions, Clause 1.3 – Staff and Methods

Clause 1.3 – Staff and Methods is deleted in its entirety and replaced with the following:

“

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

“

3) Article 1, General Conditions, Clause 1.10 – Indemnification

Delete second paragraph.

SCHEDULE "A"

FEE ESTIMATE

1. The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
Storm Sewer Assessment	As per Agreement	N/A	\$16,500 ⁽ⁱ⁾	\$250 ⁽ⁱⁱ⁾

Note:

- (i) Fees excludes taxes.
- (ii) Included in Upset Fee Limit

Catherine Taddo, P. Eng.
City of Sault Ste. Marie
Engineering Division
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

September 5, 2018

Dear Ms. Taddo:

Subject: Assessment of McNabb, South Market and Boundary Road Storm Sewers

Further to your request, this proposal outlines our proposed approach and scope of work to ascertain the proposed rehabilitation limits and the most effective repair strategy to rehabilitate the large diameter storm sewers on McNabb, South Market and Boundary Road based on CCTV inspection video and reports. While the sewer is known to be in acceptable structural condition it is located in an area where groundwater infiltration is prevalent and sinkholes have developed over the pipe damaging the pavement structure and inducing localized road settlements.

The sections of the pipe of concern were originally constructed in 1975 and 1976, however, no outfall was constructed for the pipe until the late 1980's. While original construction records did not indicate any deficiencies of concern, in 1985 and 1986 (prior to the outfall construction), sinkholes began to appear at the surface in the street above the sewer. The sewer's condition and possible causes for the sinkholes were assessed by the Proctor & Redfern Group and documented in a report dated June 6, 1986. The primary conclusions of that report were:

- The pipe was structurally sound; however, it had numerous locations at joints, connections and improperly patched lifting holes that were facilitating infiltration due to a high groundwater table with a phreatic surface being present outside the pipe.
- While not stated explicitly in the report, the infiltration was likely removing soils around the pipe and generating road settlements similar to what was reported in 2017 and 2018.

Based on the report findings active sources of infiltration were sealed and repairs were made with cementitious based repair products and possibly the use of activated oakum products. Further it was rationalized that the construction of a permanent outfall would eventually lower the groundwater table around the pipe.

Based on our previous discussions, road settlements began to reappear again in 2016 and a 2016 inspection of the pipe indicated that points of active infiltration were indeed present. Further inspections in 2017 were obtained for the subject sewers to facilitate further assessment. The 2017 inspections have not yet been reviewed in detail by AECOM.

Based on the products utilized in the original repair, the 2016 inspection results and the re-development of surficial road settlements it is very likely that the 1986 repairs have reached their useful design life and the groundwater table around the pipe is still active. While the use of cementitious based grout products was common at the time of the 1986 repairs and achieved beneficial results for some time, cementitious based materials have virtually no strain capacity and will crack over time in response to seasonal soil movement. The

2016 CCTV noted a number of sources of active infiltration which would confirm that the groundwater table is still present above the pipe invert at a number of locations.

There are generally two broad approaches to rehabilitation to resolve defects of this nature:

1. Cured-in-place pipe (CIPP) repair which consists of relining the entire section of impacted pipe including the provision of hydrophilic seals at connections and manhole terminations,
2. Repairing all active and inactive leakage locations in a "find and fix" approach, using a balance of:
 - a. Testing each individual joint with an approved testing device (e.g. a Cherne Air-loc joint tester) in accordance with a modified version of ASTM C1103 to highlight joints with compromised hydrostatic integrity;
 - b. Sealing the joints with a flexible grouting compound such as an appropriately designed polyurethane mixture; and
 - c. Sealing any observable cracks, fractures as well as grouted in connections to the sewer with the same polyurethane mixture

While the CIPP repair noted above could be engineered to have design life of 100 years or more it would be far more costly than a "find and fix" grouting solution. Grouting solutions have two common limitations:

- Infiltration transference; the phenomena of new leakage developing in unrepairs areas due to groundwater table re-adjustment, and
- Very short effective design life of the grout material; usually less than 20 years and often as short as 10 years. While the nature of future polyurethane leakage in response to varying groundwater exposure is such that future leakage could very well be limited to a degree that soil transfer is not possible (which would eliminate future road settlement), it could be greater than this amount as well.

Our recommended work program to address the deficiencies and rationalize the most appropriate rehabilitation strategy and proposed rehabilitation limits would include:

1. Preliminary engineering
 - Review the CCTV inspections to ascertain the precise nature and spatial distribution of defects in the subject sections of pipe that could be impacted by infiltration transference.
 - Carry out field reconnaissance to generally confirm the relationship between past and present infiltration locations and road settlement issues.
 - Develop preliminary remedial cost estimates on a life cycle basis for both of the above repair programs.
 - Carry out an expected value analysis to facilitate alternative selection.
2. Reporting
 - Document recommendations in a Draft Technical Memorandum.
 - Review the results and alternatives with the City in a Webex meeting.
 - Finalize the Technical Memorandum recommending the appropriate course of action.

PROJECT TEAM

The key staff proposed for this project includes:

Rick Talvitie will be the Project Manager and will manage the project team and budget, provide local support and overall QA/QC including reviewing all deliverables prior to release to the Client.

Chris Macey will take on the role of Project Advisor and Rehabilitation Specialist and will be responsible for reviewing Nathan's work, confirming the recommendations and presenting the results to the City via WebEx.

Both Rick and Chris are familiar to City staff.

Nathan Kehler works closely with Chris Macey in our Winnipeg office and is a Municipal Engineer with 9 years of experience including inspection, condition assessment, design and construction. Nathan has been performing design and Contract Administration on a multitude of projects with AECOM over the last year, working with CIPP lining and other trenchless rehabilitation technologies. Nathan will be involved in the review of the CCTV inspections and pricing the rehabilitation options.

SCHEDULE

We will complete a DRAFT Technical Memo (TM) within 4-6 weeks of receiving City approval to proceed and will finalize the TM one week following the webex presentation and receipt of City staff comments.

FEES PROPOSAL

We will complete the tasks summarized above for a lump sum fee of \$16,500 + tax inclusive of all expenses.

Sincerely,
AECOM Canada Ltd.



Rick Talvitie, P. Eng.
Manager, Northern Ontario



Chris Redmond, P. Eng.
Senior Vice President

RT:nm

Proposal Assumptions and Limitations

AECOM will perform all professional services in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and governmental rules.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-38

FIRE ROUTES: (F2.2) A by-law to amend By-law 2013-105 being a by-law to designate certain roadways as fire routes along which no parking of vehicles shall be permitted.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of subsection 11(3), sections 100, 100.1, and specifically sections 102.1 and 432 of *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. BY-LAW 2013-105 AMENDED

By-law 2013-105 is amended by adding:

“ 7.1 Voluntary Payment of Penalties:

Notwithstanding all other provisions of this by-law in respect of penalties for violations of any provision of this by-law, any person may, upon presentation of a tag issued alleging commission of any of the offences provided in this section, pay out of court within 7 days (exclusive of Sundays, Saturdays and public holidays) from the date of the issue of the said tag, the minimum penalty provided for such offence by this section at the office of the Parking Authority of the City of Sault Ste. Marie, 111 Huron St, Sault Ste. Marie, ON P6A 5P9, or at Central Collections, 99 Foster Dr. Sault Ste. Marie, ON P6A 5X6 and upon such payment no further proceedings shall be taken under this by-law in respect of the said offence alleged in the tag.”

2. EFFECTIVE DATE

This by-law is effective from the date of its final passing.

PASSED in open Council this 25th day of February, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-39

ADMINISTRATION: (A1.5) A by-law to amend By-law 2017-242 (being a by-law to adopt a Code of Conduct for members of Council and Local Boards).

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

1. SCHEDULE "A" TO CODE OF CONDUCT BY-LAW 2017-242 AMENDED

Schedule "A" to The City of Sault Ste. Marie Code of Conduct By-law 2017-242 is hereby amended by deleting Appendix "A" and Appendix "B" and replacing them with Appendix "A" (February 11, 2019) and Appendix "B" (February 11, 2019).

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 25th day February, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"

Appendix "A" (February 11, 2019) Complaint Protocol for Code of Conduct (Council and Local Boards)

Application:

This process applies to members of Sault Ste. Marie City Council and its local boards as defined in section 223.1 of the *Municipal Act* (members).

Integrity Commissioner

The City of Sault Ste. Marie Integrity Commissioner shall be responsible for the provision of services as established by Council which will include the following:

1. To provide written and oral advice to members and City staff concerning the interpretation of and compliance with the Code of Conduct for Council and Local Boards governing the ethical behaviour of the members (the "Code");
2. To review the Code of Conduct to ensure it accurately reflects best practice for the conduct of members of Council, local boards, members of City staff or any person demonstrably acting in the public interest and recommending any amendments thereto;
3. To provide Council and its local boards with training regarding the Code of Conduct, the role of the Integrity Commissioner, specific and general opinions and advice on the interpretation of the Code
4. To conduct inquiries or investigations as appropriate, into a request made by Council, a local board, , a member of City staff or any person demonstrably acting in the public interest into whether a member has contravened any application provision of the Code;
5. To attempt to settle any complaint between the complainant and the member before commencing an inquiry.

Procedure for Making a Complaint

Informal Complaints

Any individual who identifies or witnesses behaviour or activity by a member of Council and its local boards that appears to be in contravention of the Code of Conduct for Council and Local Boards may address the prohibited behaviour or activity themselves in the following manner:

1. advise the member in writing that the behaviour or activity appears to contravene the Code of Conduct identifying the specific provision of the Code of Conduct that is alleged to have been contravened;
2. encourage the member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behaviour or activity;
3. document the incident(s) including dates, times, locations, other persons present and any other relevant information, including steps taken to resolve the matter;
4. if applicable, confirm to the member satisfaction with the response of the member; or, if applicable, advise the member of dissatisfaction with the response; and
5. if applicable, consider the need to pursue the matter in accordance with the formal complaint procedure.

Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying behaviour or an activity that they believe violates the Code of Conduct; however, the informal process is not a precondition or a prerequisite to pursuing the formal complaint procedure.

Formal Complaints

1. All complaints or requests for inquiries shall be submitted to the City Clerk's Department and sworn before a commissioner of oaths in the form provided in Appendix "B" and the Clerk shall forthwith forward the complaint to the Integrity Commissioner.
2. All complaints or requests for inquiries must clearly state:
 - a. The member to whom the complaint relates
 - b. The nature of the alleged contravention
 - c. The specific provision(s) of the Code allegedly contravened;
 - d. Names of any witnesses to the alleged contravention; and
 - e. Written material in support of the alleged contravention.

3. All complaints or requests for inquiries must be accompanied by all written materials (documents or records), considered to be relevant to the complaint or requests for inquiry.
 4. Upon receipt of a complaint or request for inquiry, the Integrity Commissioner shall first determine if it is within his/her jurisdiction and whether there is a procedure under other legislation or City policy to deal with the complaint. If it is determined that other procedures apply, the Integrity Commissioner shall refer the complainant to the appropriate person or agency to follow that process. This would include such matters as:
 - a. The complaint provisions under the *Ontario Human Rights Code*;
 - b. A complaint of alleged criminal activity;
 - c. Procedures under the *Municipal Act*, the *Municipal Conflict of Interest Act* or the *Municipal Elections Act*;
 - d. The complaint provisions of the *Workplace Violence and Harassment Prevention Policy*, as stated in that policy.
- Where it has been determined that a complaint should be dealt with under one of the above processes, it will no longer be considered or dealt with by the Integrity Commissioner and the time limits within the above processes will apply accordingly.
5. Upon receipt of a complaint or request to conduct an inquiry within his/her jurisdiction the Integrity Commissioner will deliver a preliminary information report to an open meeting of Council including the following:
 - a. The opinion of the Commissioner as to whether the Inquiry is appropriate and whether it can be conducted within the law applicable to such an inquiry;
 - b. An indication as to whether it is the Commissioner's intention to conduct the inquiry under sections 33 and 34 of the *Public Inquiries Act*;
 - c. A preliminary indication of the members of staff and/or consultations needed to assist the Commissioner;
 - d. An estimated cost of the inquiry;
 - e. The estimated time required to complete the inquiry and prepare a final report;
 - f. Where appropriate, the Commissioner may recommend that the alleged infraction be reported to the police and that the inquiry be suspended until the police investigation is completed.
 6. If the Integrity Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith or that there are no grounds or insufficient grounds for an inquiry, the Integrity Commissioner shall not conduct an inquiry and shall state the reasons for not doing so in the preliminary report.

Procedure for Obtaining Advice

Where a member or employee is seeking to obtain advice from the Integrity Commissioner, he/she shall submit to the City Clerk the completed form provided (Appendix "C").

All advice of the Integrity Commissioner to members or employees shall be confirmed in writing. No solicitor/client relationship will exist in the giving of such advice.

Where the Integrity Commissioner learns of a violation through the request for advice from any member, he or she is required to report such a violation to Council.

The Integrity Commissioner may decline to give advice if he/she determines that it will put him/her in conflict with his/her duty to Council as a whole.

Confidentiality

The Integrity Commissioner shall carry out all inquiries in a manner which will ensure that the individual to whom the complaint relates is treated fairly and all complaints shall be treated as confidential to the extent possible and in accordance with the *Municipal Act*.

All records of investigations shall be kept confidential and access limited to those in the City with a need to know for the purposes of conducting a full investigation.

Intake Procedures

Upon receipt of a complaint involving a member other than the Mayor, the Clerk shall immediately advise the Mayor and the Chief Administrative Officer (CAO).

Upon receipt of a complaint involving the Mayor, the Clerk shall immediately advise the CAO and the individual who was acting mayor at the time of the allegation who is authorized to act in the place of the Mayor.

The Integrity Commissioner may attempt to settle any complaint. Except where otherwise required by the *Public Inquiries Act*, the Commissioner shall provide a copy of the complaint and supporting material to the member with a request for a written response to the allegation within ten days and provide a copy of such response to the complainant with a request for a written response also within ten days.

Investigations

After the presentation of the information report to Council, the Integrity Commissioner shall take all steps necessary to promptly investigate the complaint within his or her jurisdiction, including entering any City office for such purpose and consultation with City staff with access to all information and records described in subsections 3 and 4 of section 223.4 of the *Municipal Act* and may retain independent professional services if required.

The Integrity Commissioner shall make every effort to complete an investigation within 30 days.

If the Integrity Commissioner requires more than 30 days to complete an investigation, the following shall be notified accordingly:

1. The complainant;
2. The individual to whom the complaint relates
3. The Mayor in the case of a complaint concerning another member; or the individual who was acting mayor at the time of the allegation in the case of a complaint concerning the Mayor.

A complaint involving an alleged contravention that has already been thoroughly investigated will not be re-investigated unless new evidence is presented.

Reporting the Results of an Investigation

The Integrity Commissioner shall report his/her findings to an open meeting of Council. Where the inquiry relates to a local board the report will be submitted both to Council and to the local board.

If the Integrity Commissioner determines that there has been no contravention of the Code of Conduct or that a contravention occurred although the member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgement made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

The Commissioner shall give a copy of the final report to the complainant and the member whose conduct is concerned 15 days prior to the Council meeting at which it will be considered.

At the time of the Integrity Commissioner's report to Council the identity of the person who is the subject of the complaint shall not be treated as confidential information if the Integrity Commissioner finds that a breach has occurred.

Actions by Council

In reviewing the final report Council will determine whether it will impose any of the following penalties on a member if the Integrity Commissioner reports that it is his/her opinion that the member has contravened the Code:

1. Issue a motion of reprimand;
2. Suspension of the remuneration paid to the member in respect of his or her services as a member for a period of up to 90 days;
3. Request the member involved to return any gift or benefit received in contravention of the Code of Conduct;
4. Request the member involved to repay the value of the benefit;
5. Remove the member from committee or local board appointments;
6. Request an apology; or
7. Withhold confidential materials/matters for a period of time.

All reports to Council by the Integrity Commissioner on the investigation of complaints are public documents.

The Integrity Commissioner shall be responsible for ensuring the above procedures are followed with respect to requests for inquiries and for conducting investigations. City Council shall be responsible for determining penalties where appropriate.

Protection from Retaliation

Any employee who files a complaint of a contravention of the Code of Conduct will not be subjected to any form of penalty or reprisal provided the complaint is made in good faith and in the reasonable belief of the complainant that a contravention of the Code has occurred.

Limitation Period

The Integrity Commissioner shall not proceed with an inquiry in regard to a complaint more than 60 days after the event or series of events which are the subject matter of the complaint were discovered by the complainant. An event or series of events is discovered on the earlier of the date upon which the complainant first knew:

- that the event(s) had occurred and by whom; and
- that the event(s) may have constituted a contravention of the Code.

The onus of proof as to the date of discovery lies with the complainant.

Where the Integrity Commissioner decides not to proceed with an investigation of a complaint received more than 60 days after the date when the event(s) occurred, the Integrity Commissioner shall prepare and file a report setting out that decision.

Complaints in Municipal Election Years

Despite any other provision of this process, if the Commissioner has not completed an inquiry before nomination day for a regular election as set out in section 31 of the *Municipal Elections Act, 1996*, the Commissioner shall terminate the inquiry on that day.

If an inquiry is so terminated, the Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*, the person or entity who made the request or the member or former member whose conduct is concerned makes a written request to the Commissioner that the inquiry be commenced.

The following rules apply during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act:

1. There shall be no requests for an inquiry about whether a member of council or of a local board has contravened the code of conduct applicable to the member.
2. The Commissioner shall not report to the municipality or local board about whether, in his or her opinion, a member of council or of a local board has contravened the code of conduct applicable to the member.
3. The municipality or local board shall not consider whether to impose the penalties referred to in subsection (5) on a member of council or of a local board.

Appendix "B" (February 11, 2019)**Request for Investigation****Code of Conduct for Members of Council and Local Boards**

Name of Requestor:	
Address:	
Telephone:	
Email address:	
It is an offence under the Criminal Code of Canada to knowingly swear/affirm a false affidavit.	
I, of in the Province of Ontario, MAKE OATH AND SAY (or affirm)	(full name) (municipality of residence)
1. I have personal knowledge of the facts as set out in this affidavit.	
2. I have reasonable and probable grounds to believe that: <i>(specify name of member of Sault Ste. Marie City Council or local board)</i>	
has contravened section(s) of the Code of Conduct for Members of Council and Local Boards.	(specify)
Date of Incident:	
Time of Incident:	
Location of Incident:	
Name(s), Position, Contact Information (phone number or email address) of all Witnesses to the Incident:	
a) b) c) d)	
3. This affidavit is made for the purpose of requesting that this matter be investigated and for no improper purpose.	
List of documents or records that are relevant to the requested inquiry. (include document title and date)	

Schedule "A" referred to in the affidavit of

Sworn before me this day of 20

A Commissioner, etc.

Appendix "C"

Request for Advice

Note: Should the Integrity Commissioner determine that a member of Council or of a local board has violated any provisions governing ethical behaviour pursuant to the Code of Conduct for Council or local boards, he/she is obligated to report such violation, with any recommendation for sanction, to Council.

Request for Advice

Name of Requestor:	
Address:	
Telephone:	
Email address:	

Advice requested (Provide as much detail as possible relating to the issue. Attach second page if required.)

Signature of Requestor	Date received by Integrity Commissioner
Date	Date reply issued

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-40

POLICE SERVICES: (P2) A by-law to amend Schedule “A” to By-law 2002-28 (being a by-law to authorize the charging of fees for services and activities provided by the Police Services Board).

WHEREAS pursuant to section 391(1) of the *Municipal Act 2001*, S.O. 2001, c.25, a Police Services Board is authorized to pass by-laws imposing fees or charges for services and activities provided or done on behalf of the Board;

AND WHEREAS pursuant to section 397(1) of the *Municipal Act 2001*, S.O. 2001, c.25, any fees imposed by the Local Board require the approval of City Council;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie, pursuant to section 397(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, **ENACTS** as follows:

1. SCHEDULE “A” TO BY-LAW 2002-28 AMENDED

Schedule “A” to By-law 2002-28 is amended as follows:

Delete “Traffic Escorts (One hour minimum hour) 65.00 per hour”; Delete “Volunteer Record Checks \$15.00” and insert “Volunteer Record Checks \$30.00”; and Delete “Police Clearance Certificates \$35.00” and insert “Police Clearance Certificates (Police Record Checks) \$55.00”.

2. EFFECTIVE DATE

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

PASSED in open Council this 25th day of February, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-42

AGREEMENT: (C3.22) A by-law to authorize the execution of the Agreement between the City and Art Gallery of Algoma for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785.00) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2019 between the City and Art Gallery of Algoma, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785.00) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors.

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 25th day of February, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Art Gallery of Algoma

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2019 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$280,785, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization. This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Number of visitors
 - b. Number of members
 - c. Number of events/exhibits
 - d. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient represents, warrants, and covenants that it has and will maintain at its own cost and expense, all the necessary and appropriate insurance that a prudent person carrying out a project similar to that associated with the expenditures listed in Schedule "A" would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million (\$2,000,000.00) dollars per occurrence and policy aggregate. The Recipient shall provide the City certificates of insurance that confirm the insurance coverage as provided in this Section.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Art Gallery of Algoma

NAME

(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Art Gallery of Algoma (AGA) is a non-profit public art gallery whose mission is to celebrate culture, educate visitors and enrich lives through visual art. The City provides funding dollars to assist in the operating costs and to allow the AGA to bring new and exciting arts programming to Sault Ste. Marie.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits (up to maximum of 50% of grant)	\$140,400
Other operational expenses, excluding capital	\$140,385
Unused funding for salary and benefits may be used for other Operational expenses as long as total grant approved is not exceeded	
Total:	\$280,785

3. MAXIMUM FUNDS \$280,785

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

January 2, 2019	\$46,797.50
March 1, 2019	\$46,797.50
May 1, 2019	\$46,797.50
July 2, 2019	\$46,797.50
September 2, 2019	\$46,797.50
November 1, 2019	\$46,797.50

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2019

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City by February 1 of the year following each year funding was received:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available;
- 2) Written summary of Eligible Expenses, in the form provided in Schedule “C”.

SCHEDULE “C”
SUMMARY OF ELIGIBLE EXPENSES

Eligible Expense	Approved \$	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule “A” and that none have been reimbursed by another party.

Signature/Title

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-43

AGREEMENT: (C2.19) A by-law to authorize the execution of the Agreement between the City and Safe Communities Sault Ste. Marie for a grant in the amount of Forty Thousand (\$40,000.00) Dollars with the mission of making Sault Ste. Marie a safe place to live, learn, work and play by providing education and commitment to injury prevention.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2019 between the City and Safe Communities Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Forty Thousand (\$40,000.00) Dollars with the mission of making Sault Ste. Marie a safe place to live, learn, work and play by providing education and commitment to injury prevention.

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 25th day of February, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Safe Communities Sault Ste. Marie

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the mission of making Sault Ste. Marie a safe place in which to live, learn, work and play by providing education and commitment to injury prevention.

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2019 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$40,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient represents, warrants, and covenants that it has and will maintain at its own cost and expense, all the necessary and appropriate insurance that a prudent person carrying out a project similar to that associated with the expenditures listed in Schedule "A" would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million (\$2,000,000.00) dollars per occurrence and policy aggregate. The Recipient shall provide the City certificates of insurance that confirm the insurance coverage as provided in this Section.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Safe Communities Sault Ste. Marie

NAME

(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

Safe Communities Sault Ste. Marie is an umbrella organization for injury prevention interests and initiatives in Sault Ste. Marie. Safe Communities operates several events throughout the year dedicated to education the community, specifically high-risk groups including children and the elderly about safety and injury prevention.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits (up to maximum of 50% of grant)	\$20,000
Other operational expenses, excluding capital	\$20,000
Unused funding for salary and benefits may be used for other operational expenses as long as total grant approved is not exceeded	
Total:	\$40,000

3. MAXIMUM FUNDS \$ 40,000

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

June 3, 2019 \$40,000

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2019

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City by February 1 of the year following each year funding was received:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available;
- 2) Written summary of Eligible Expenses, in the form provided in Schedule “C”.

SCHEDULE “C”
SUMMARY OF ELIGIBLE EXPENSES

Eligible Expense	Approved \$	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule “A” and that none have been reimbursed by another party.

Signature/Title

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-44

AGREEMENT: (S1.2) A by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000.00) Dollars to assist in the provision of international recruitment and financial scholarships for local students.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2019 between the City and Algoma University, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Forty Thousand (\$40,000.00) Dollars to assist in the provision of international recruitment and financial scholarships for local students.

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 25th day of February, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Algoma University

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient on an annual basis to assist in the provision of financial scholarships for local students and marketing and recruitment initiatives,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2019 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$40,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient represents, warrants, and covenants that it has and will maintain at its own cost and expense, all the necessary and appropriate insurance that a prudent person carrying out a project similar to that associated with the expenditures listed in Schedule "A" would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million (\$2,000,000.00) dollars per occurrence and policy aggregate. The Recipient shall provide the City certificates of insurance that confirm the insurance coverage as provided in this Section.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Algoma University

NAME

(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

Algoma University provides two scholarships for local students funded by the City's grant:

- 1) The Corporation of the City of Sault Ste Marie Admission Scholarship I - \$2,000 renewable for up to 3 additional years, to top graduates from each secondary school in Sault Ste. Marie
- 2) The Corporation of the City of Sault Ste. Marie Admission Scholarship II - \$2,000 renewable for up to 3 additional years, to a resident of Sault Ste. Marie

Algoma University will direct \$20,000 towards marketing and recruitment initiatives to drive growth at the Sault Ste. Marie campus. These funds will support international and national recruitment and student growth which also assists in promoting the community of Sault Ste. Marie, supporting economic and community development, building the City's labour force, advancing the growth of post-secondary institutions locally, inviting immigration and welcoming newcomers and advancing Indigenous relationships.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Local student scholarships	\$20,000
International recruitment for Algoma University SSM campus	\$20,000
Total:	\$40,000

3. MAXIMUM FUNDS \$40,000

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

June 3, 2019 \$40,000

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2019

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City by February 1 of the year following each year funding was received:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available;
- 2) Written summary of Eligible Expenses, in the form provided in Schedule “C”.

SCHEDULE “C”
SUMMARY OF ELIGIBLE EXPENSES

Eligible Expense	Approved \$	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule “A” and that none have been reimbursed by another party.

Signature/Title

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-45

AGREEMENT: (F1) A by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred And Seventy-Five Thousand (\$175,000.00) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2019 between the City and The Ontario Bushplane and Forest Fire Educational Centre o/a The Canadian Bushplane Heritage Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of One Hundred And Seventy-Five Thousand (\$175,000.00) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

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 25th day of February, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

The Ontario Bushplane Heritage and Forest Fire Educational Centre

o/a The Canadian Bushplane Heritage Centre

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2019 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be specifically funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any significant change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Subject to the Terms of this Agreement, provide the Recipient the sum of \$175,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City after the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, acting reasonably, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient represents, warrants, and covenants that it has and will maintain at its own cost and expense, all the necessary and appropriate insurance that a prudent person carrying out a project similar to that associated with the expenditures listed in Schedule "A" would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million (\$2,000,000.00) dollars per occurrence and policy aggregate. The Recipient shall provide the City certificates of insurance that confirm the insurance coverage as provided in this Section.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

Executive Director
Canadian Bushplane Heritage Centre
55 Church Street
Sault Ste. Marie, ON

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

**THE ONTARIO BUSHPLANE HERITAGE
AND FOREST FIRE EDUCATIONAL CENTRE
o/a The Canadian Bushplane Heritage
Center**

NAME

(I have the authority to bind the corporation.)

SCHEDULE “A”

1. PROJECT DESCRIPTION

The Canadian Bushplane Heritage Centre (CBHC) preserves and tells the story of Canada's bushplane and forest fire protection heritage and how it has shaped life in northern and remote parts of Canada. The CBHC collects, preserves, exhibits and interprets a collection of bushplanes and related material and promotes public understanding of their significance. The CBHC serves as a venue for events, presentations and public gatherings as well as hosts numerous volunteer and community service activities.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits (up to maximum of 50% of grant)	\$ 87,500
Other operational expenses, including minor capital	\$ 87,500
Unused funding for salary and benefits may be used for other operational expenses as long as total grant approved is not exceeded	
Total:	\$175,000

3. MAXIMUM FUNDS **\$175,000**

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

January 2, 2019 \$87,500

June 3, 2019 \$87,500

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient as soon as practicable and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2019

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City by February 1 of the year following each year funding was received:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available;
- 2) Written summary of Eligible Expenses, in the form provided in Schedule “C”.

SCHEDULE “C”
SUMMARY OF ELIGIBLE EXPENSES

Eligible Expense	Approved \$	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule “A” and that none have been reimbursed by another party.

Signature/Title

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-46

AGREEMENT: (F1) A by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2019 between the City and Soo Pee Wee Arena, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full.

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 25th day of February, 2019

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Soo Pee Wee Arena

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient equal to the total municipal and education property tax,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2019 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient a grant equal to the annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient represents, warrants, and covenants that it has and will maintain at its own cost and expense, all the necessary and appropriate insurance that a prudent person carrying out a project similar to that associated with the expenditures listed in Schedule "A" would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million (\$2,000,000.00) dollars per occurrence and policy aggregate. The Recipient shall provide the City certificates of insurance that confirm the insurance coverage as provided in this Section.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Soo Pee Wee Arena

NAME

(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Soo Pee Wee Arena was opened in 1967 and has assisted the City since then in providing additional ice time for hockey and skating. An annual grant equal to the municipal and education property taxes for the year is provided.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Municipal Property Tax Bill-estimate only-maximum grant	\$17,800
Total:	\$17,800

3. MAXIMUM FUNDS \$17,800

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

October 1, 2019 or subsequent if property taxes not paid in full by September installment date

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2019

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City by February 1 of the year following each year funding was received:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available;
- 2) Written summary of Eligible Expenses, in the form provided in Schedule “C”.

SCHEDULE “C”
SUMMARY OF ELIGIBLE EXPENSES

Eligible Expense	Approved \$	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule “A” and that none have been reimbursed by another party.

Signature/Title

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-47

AGREEMENT: (C3.23) A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society for a grant for up to Two Hundred Six Thousand and Ninety-One (\$206,091.00) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2019 between the City and Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant for up to Two Hundred Six Thousand and Ninety-One (\$206,091.00) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

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 25th day of February, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area; and whereas the City has an operating and maintenance agreement with the Recipient;

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2019 (the "Term") unless terminated by the City pursuant to the terms contained herein.

For all subsequent annual Agreements, the Recipient shall follow the provisions of paragraph 6 of this Agreement and such Agreement(s) are to be negotiated between the Recipient and the City, such Agreement(s) subject to City Council approval.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$206,091, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto except such indemnification shall not extend to any and all liabilities, damages, costs, claims, loss or actions arising out of the negligence of the City.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

INSURANCE

The building where the Sault Ste. Marie Museum is located is insured under the City of Sault Ste. Marie's umbrella insurance policy, with the exclusion of chattels and fixtures.

8. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

9. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

**Sault Ste. Marie & 49th Field Regiment
R.C.A. Historical Society**

NAME

NAME

(I have the authority to bind the corporation.)

SCHEDULE “A”

1. PROJECT DESCRIPTION

The Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society, more commonly known as (or carrying on business as) the Sault Ste. Marie Museum is a non-profit, charitable organization for the citizens of Sault Ste. Marie and the District of Algoma, as well as visitors to the community. The City provides funding dollars to assist in the operating costs and to allow the Sault Ste. Marie Museum to collect, preserve, study and exhibit artifacts and archival materials which illustrate the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits for permanent staff	\$125,000
Other operational expenses, including <ul style="list-style-type: none">• minor capital• funds used to leverage upper levels of government funding to enhance program delivery including temporary/contract employee salary/benefits.	\$81,091
Unused funding for salary and benefits may be used for other operational expenses as long as total grant approved is not exceeded	
Total:	\$206,091

3. MAXIMUM FUNDS \$206,091

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

January 2, 2019	\$45,272.75
April 1, 2019	\$53,606.08
July 2, 2019	\$53,606.08
October 1, 2019	\$53,606.09

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2019

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City by February 1 of the year following each year funding was received:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available;
- 2) Written summary of Eligible Expenses, in the form provided in Schedule “C”.

SCHEDULE “C”
SUMMARY OF ELIGIBLE EXPENSES

Eligible Expense	Approved \$	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule “A” and that none have been reimbursed by another party.

Signature/Title

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-224

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Leo Avenue from Queen Street East to Victoria Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

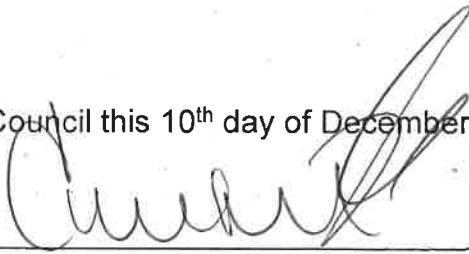
WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 10th day of December, 2018.



MAYOR – CHRISTIAN PROVENZANO



CITY CLERK – MALCOLM WHITE

LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-224 LOCAL IMPROVEMENT - LEO AVENUE 1ST & 2ND READING.DOC

By-law 2018-224

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Leo Avenue from Queen Street East to Victoria Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the THIRD time in open Council and passed this 25th day of February, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-224 LOCAL IMPROVEMENT - LEO AVENUE THIRD READING.DOCX



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2018-224 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

2018 12 10

Nature of Work (Construction of):	Sanitary sewer, private drain connection and Class "A" pavement
On:	Leo Avenue
From:	Queen Street East
To:	Victoria Avenue
Estimated Cost of Work:	\$1,437,000.00
Estimated Assessable Abutting Frontage:	407.5m Sanitary Sewer 404.5 Class "A" Pavement
Estimated Cost to be Borne by Assessable Abutting Property:	\$20,332.68 Sanitary Sewer \$32,159.73 Class "A" Pavement
Estimated Cost to be Borne by The Corporation:	\$1,384,507.59
Special Rate per Metre Frontage:	\$30.50 Sanitary Sewer \$79.50 Class "A" Pavement
Special Rate per Private Drain Connection:	\$304.00
Estimated Interest Rate Term:	4.45% 10 years
Estimated Annual Rate per Metre Frontage:	\$3.85 Sanitary Sewer \$10.02 Class "A" Pavement
Estimated Annual Rate per Private Drain Connection:	\$38.32
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

Carl Rumieli, P. Eng.
Design & Construction Engineer
Attachments

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3**

SCHEDULE "A"

BY-LAW 2018-224

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-5-01	Leo Ave	Queen St. East	Victoria Ave	250	250mm	27	407.5m	\$20,332.68

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B"

BY-LAW 2018-224

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-7-01	Leo Ave	Queen St. East	Victoria Ave	250	10m	n/a	404.5m	\$32,159.73

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-225

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Ruth Street from Franklin Street to east limit under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

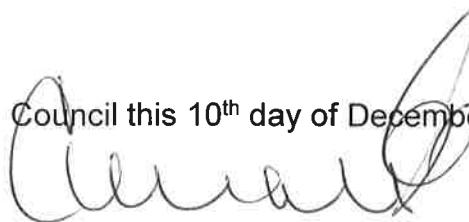
THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.

11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 10th day of December, 2018.



MAYOR – CHRISTIAN PROVENZANO



CITY CLERK – MALCOLM WHITE

By-law 2018-225

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Ruth Street from Franklin Street to East Limit under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the THIRD time in open Council and passed this 25th day of February, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-225 LOCAL IMPROVEMENT - RUTH STREET THIRD READING.DOCX



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2018-225 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

2018 12 10

Nature of Work (Construction of):	Sanitary sewer, private drain connection and Class "A" pavement
On:	Ruth Street
From:	Franklin Street
To:	East Limit
Estimated Cost of Work:	\$1,122,000.00
Estimated Assessable Abutting Frontage:	378.9 Sanitary Sewer 387.7 Class "A" Pavement
Estimated Cost to be Borne by Assessable Abutting Property:	\$18,549.39 Sanitary Sewer \$30,822.77 Class "A" Pavement
Estimated Cost to be Borne by The Corporation:	\$1,072,627.84
Special Rate per Metre Frontage:	\$30.50 Sanitary Sewer \$79.50 Class "A" Pavement
Special Rate per Private Drain Connection:	\$304.00
Estimated Interest Rate Term:	4.45% 10 years
Estimated Annual Rate per Metre Frontage:	\$3.85 Sanitary Sewer \$10.02 Class "A" Pavement
Estimated Annual Rate per Private Drain Connection:	\$38.32
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer
Attachments

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3

SCHEDULE "A"

BY-LAW 2018-225

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-5-02	Ruth Street	Franklin Street	east limit	250	250mm	23	378.9	\$18,549.39

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B"

BY-LAW 2018-225

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-7-02	Ruth Street	Franklin Street	east limit	250	10m	n/a	387.7	\$30,822.77

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2018-226

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Second Avenue from Connaught Avenue to Second Line West under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

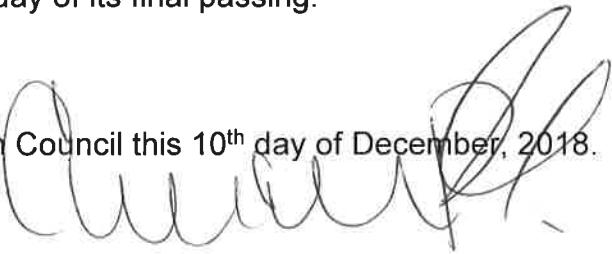
1. The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.

The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.

4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of \$304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.
6. The sum of \$79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.
11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 10th day of December, 2018.



MAYOR – CHRISTIAN PROVENZANO



CITY CLERK – MALCOLM WHITE

By-law 2018-226

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Second Avenue from Connaught Avenue to Second Line West under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the THIRD time in open Council and passed this 25th day of February, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da \LEGAL\STAFF\COUNCIL\BY-LAWS\2018\2018-226 LOCAL IMPROVEMENT - SECOND AVENUE THIRD READING.DOCX



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Civic Centre
99 Foster Drive

P.O. Box 580

Sault Ste. Marie, ON P6A 5N1

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2018-226 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

2018 12 10

Nature of Work (Construction of): Sanitary sewer, private drain connection and Class "A" pavement

On: Second Avenue
From: Connaught Avenue
To: Second Line West

Estimated Cost of Work: \$1,000,000.00

Estimated Assessable Abutting Frontage: 191.1 Sanitary Sewer
191.1 Class "A" Pavement

Estimated Cost to be Borne by
Assessable Abutting Property: \$9,476.73 Sanitary Sewer
\$15,192.53 Class "A" Pavement

Estimated Cost to be Borne by
The Corporation: \$975,330.74

Special Rate per Metre Frontage: \$30.50 Sanitary Sewer
\$79.50 Class "A" Pavement

Special Rate per Private Drain Connection: \$304.00

Estimated Interest Rate Term: 4.45%
10 years

Estimated Annual Rate per Metre Frontage: \$3.85 Sanitary Sewer
\$10.02 Class "A" Pavement

Estimated Annual Rate per Private Drain
Connection: \$38.32

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer
Attachments

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3**

SCHEDULE "A"

BY-LAW 2018-226

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-5-05	Second Ave	Connaught Ave	Second Line W	110	250mm	12	191.1	\$9,476.73

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B"

BY-LAW 2018-226

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2018-7-03	Second Ave	Connaught Ave	Second Line W	110	10m	n/a	191.1	\$15,192.53