

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

Tuesday, October 22, 2019

4:30 pm

Council Chambers

Civic Centre

Pages

1. Adoption of Minutes

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the Minutes of the Regular Council Meeting of 2019 10 07 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 M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the Agenda for 2019 10 22 City Council Meeting as presented be approved.

5. Proclamations/Delegations

5.1 Francophone Immigration Week

Thomas Mercier – Co-ordonnateur

5.2 World Polio Day

Jennifer Dickson, Volunteer Rotarian, Sault North Rotary

5.3 NorOnt Open House (October 23)

NorOnt representatives

5.4 YMCA – Investing in Canada Infrastructure Program

10 - 14

Tracey Cooke, Chief Executive Officer, Sault Ste. Marie YMCA

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Whereas the Sault Ste. Marie YMCA is a long-standing charity with a rich history of 119 years in the community ensuring that everyone has a place where they belong; and

Whereas the YMCA exists purely to help make the community a better place by focusing on providing opportunities for everyone to learn, participate and contribute to healthier choices and lifestyles as well as a place where everyone is welcome, regardless of economic circumstance; and

Whereas the YMCA has reached a critical juncture in its history whereby the current 54-year-old facility on McNabb Street has aged to a point where it is no longer able to meet the needs of its members or our community at large and is nearing the end of its life cycle; and

Whereas the YMCA is prepared to make a significant investment to apply for funding through the Investing in Canada Infrastructure Program: Culture and Recreation Stream to support a new building at the McNabb site that would continue to serve the community and broader region for many generations to come;

Now Therefore Be It Resolved that City Council endorse and support this application for funding and look forward to future collaborations with the YMCA on this project.

5.5 Landfill Business and Implementation Plan

15 - 26

Rick Talvitie, Manager, Northern Ontario, AECOM

5.6 Sault Ste. Marie Airport Development Corporation Economic Development Fund Application

27 - 37

Terry Bos, President and CEO, Sault Ste. Marie Airport Development Corporation

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that all the items listed under date 2019 10 22 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1	Level III Withdrawal Management Facility	38 - 42
	Correspondence from Mayor Provenzano to Missanabie Cree First Nation, Sault Area Hospital and Algoma University is attached for the information of Council.	
6.2	Outstanding Council Resolutions	43 - 50
6.3	Boards and Committees – Police Record Checks	51 - 53
	A report of the Deputy City Clerk is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor D. Hilsinger	
	Resolved that the report of the Deputy City Clerk dated 2019 10 22 concerning Boards and Committees – Police Record Checks be received and that boards and committees of Council that have direct contact with vulnerable individuals or handle cash be requested to include a requirement for police record checks in their terms of reference at no cost to the member(s).	
6.4	Property Tax Appeals – October 2019	54 - 56
	A report of the Manager of Taxation is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor M. Shoemaker	
	Resolved that the report of the Manager of Taxation dated 2019 10 22 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the <i>Municipal Act</i> .	
6.5	Data Share Agreement with Enbridge Gas Inc.	57 - 58
	A report of the City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2019-207 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.	
6.6	Amendments to Smoking By-law	59 - 75
	A report of the Assistant City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2019-200 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.7	Standard Licence to Occupy City Property Agreement	76 - 77
	A report of the Assistant City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2019-210 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	

6.8	Licence Agreement / Noise By-law Exemption – Remembrance Day Ceremony Gun Salute	78 - 79
	A report of the City Solicitor is attached for the consideration of Council.	
	The relevant By-laws 2019-202 and 2019-203 are listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.9	Licence Agreement for 64 Church Street (Hub Trail)	80 - 81
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2019-209 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.10	Celebrate Canada Program – Funding Application	82 - 83
	A report of the Supervisor of Community Services is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor M. Shoemaker	
	Resolved that the report of the Supervisor of Community Services dated 2019 10 22 concerning 2020 Celebrate Canada Program Funding be received and that staff be authorized to apply to the Department of Canadian Heritage for the 2020 Celebrate Canada Program to assist in funding the City of Sault Ste. Marie Canada Day Celebration.	
6.11	Wayfinding Memorandum of Understanding – Destination Northern Ontario	84 - 85
	A report of the Senior Planner is attached for the consideration of Council.	
	The relevant By-law 2019-213 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.12	Batchewana First Nation – Rankin Traffic Access EA	86 - 87
	A report of the Municipal Services Engineer is attached for the consideration of Council.	
	Mover Councillor R. Niro	
	Seconder Councillor D. Hilsinger	
	Resolved that the report of the Municipal Services Engineer dated 2019 10 22 concerning Anna Street Environmental Assessment be received and that engineering services be awarded to WSP Canada Inc.	
6.13	Storm Sewer Repair on Group Health Centre and Canadian Tire Easements	88 - 90
	A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.	

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Manager of Design and Transportation Engineering dated 2019 10 22 concerning Storm Sewer Repair on Group Health Centre and Canadian Tire Easements be received and that Council authorize Staff to issue a construction tender by invitation to local contractors to complete this work.

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 Sault Ste. Marie Airport Development Corporation Economic Development Fund Request 91 - 107

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 10 22 concerning the Economic Development Fund application from the Sault Ste. Marie Airport Development Corporation for its expansion project be approved in the amount of \$100,000 for the years 2019 and 2020 respectively for a total of \$200,000 over two years.

7.4 Public Works and Engineering Services

7.5 Fire Services

7.5.1 Landfill Business and Implementation Plan

108 - 113

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Land Development and Environmental Engineer dated 2019 10 22 concerning the Landfill Business and Implementation Plan be received and that scenario 6 of the Waste Management System Business Plan be approved including the 2020 operating budget funding of a \$239,000 levy increase and an increase in the tipping fee from \$70/tonne to \$77/tonne.

7.6 Legal

- 7.7 Planning
- 7.8 Boards and Committees
8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council
9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution
10. Adoption of Report of the Committee of the Whole
11. Consideration and Passing of By-laws
- Mover Councillor R. Niro
Seconder Councillor M. Shoemaker
Resolved that all By-laws under item 11 of the Agenda under date 2019 10 22 be approved.
- 11.1 By-laws before Council to be passed which do not require more than a simple majority
- 11.1.1 By-law 2019-200 (Smoking) Regulation 114 - 133
A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker
Resolved that By-law 2019-200 being a by-law to regulate the smoking and consumption of tobacco, cannabis and electronic cigarettes in public places, enclosed workplaces and City Buildings in the City of Sault Ste. Marie be passed in open Council this 22nd day of October, 2019.
- 11.1.2 By-law 2019-201 (Street Assumptions) Various Streets 134 - 135

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker
Resolved that By-law 2019-201 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 22nd day of October, 2019.
- 11.1.3 By-law 2019-202 (Agreement) Remembrance Day Ceremony Gun Salute 136 - 138

A report from the City Solicitor is on the Agenda.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2019-202 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence for the purpose of a Remembrance Day Ceremony Gun Salute, in support of the annual Remembrance Day commemoration scheduled for November 11, 2019 be passed in open Council this 8th day of October, 2019.

11.1.4 By-law 2019-203 (Regulations) Noise Exemption 139 - 139

A report from the City Solicitor is on the Agenda.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2019-203 being a by-law to exempt her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment), while using the Hub Trail Boardwalk, from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie be passed in open Council this 22nd day of October, 2019.

11.1.5 By-law 2019-204 (Zoning) 1274 and 1276 Queen Street East 140 - 142

Council Report was passed by Council resolution on October 7, 2019.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2019-204 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1274 Queen Street East and 1276 Queen Street East (Harald and Sonja Prenzel) be passed in open Council this 22nd day of October, 2019.

11.1.6 By-law 2019-205 (Zoning) 90 Chapple Avenue 143 - 145

Council Report was passed by Council resolution on October 7, 2019.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2019-205 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 90 Chapple Avenue (Sault Ste. Marie Housing Corporation) be passed in open Council this 22nd day of October, 2019.

11.1.7 By-law 2019-206 (Development Control) 90 Chapple Avenue 146 - 148

Council Report was passed by Council resolution on October 7, 2019.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2019-206 being a by-law to designate the lands located at 90 Chapple Avenue an area of site plan control (Sault Ste. Marie Housing Corporation) be passed in open Council this 22nd day of October, 2019.

- 11.1.8 By-law 2019-207 (Agreement) Enbridge Gas Inc. Data** 149 - 153

A report from the City Solicitor is on the Agenda.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2019-207 being a by-law to authorize the execution of the Agreement between the City and Enbridge Gas Inc. to obtain annual natural gas consumption data for the years 2017 and 2018 be passed in open Council this 22nd day of October, 2019.

- 11.1.9 By-law 2019-208 (Agreement) Insectarium (Entomica)** 154 - 166

Council Report was passed by Council resolution on September 9, 2019.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2019-208 being a by-law to authorize execution of the Agreement between the City and The Sault Ste. Marie Insectarium ("Entomica") for an amendment to the previous EDF agreement to reflect the use of funds to hire full-time NOHFC interns, part-time insect care staff and the acquisition of additional insects for programming be passed in open Council this 22nd day of October, 2019.

- 11.1.10 By-law 2019-209 (Agreement) Licence Agreement 64 Church (Hub Trail)** 167 - 181

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2019-209 being a By-law to authorize execution of the agreement between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services regarding a portion of the Sault Ste. Marie Hub Trail located at 64 Church Street be passed in open Council this 22nd day of October, 2019.

- 11.1.11 By-law 2019-210 (Agreement) Standard Form Licence to Occupy City Property and Delegation** 182 - 185

A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2019-210 being a by-law to approve the standard form of a

Licence to Occupy City Property Agreement; and further to delegate to the Assistant City Solicitor/Senior Litigation Counsel, or her/his delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie.

- 11.1.12 By-law 2019-213 (Agreement) Destination Northern Ontario Wayfinding** 186 - 195

A report from Senior Planner is on the Agenda.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that By-law 2019-213 being a by-law to authorize the execution of the Agreement between the City and Destination Northern Ontario to implement a series of bilingual wayfinding signs in Sault Ste. Marie be passed in open Council this 22nd day of October, 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**

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

- 13. Closed Session**

- 14. Adjournment**

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that this Council now adjourn.



Building Our New YMCA

Building healthy communities



- A place that is defined and created to reflect the needs of **Sault Ste. Marie** on a year-round basis
- That exudes community **pride**
- That has the necessary amenities that **attracts people** to our community, and keeps them here
- That is accessible to everyone, where income and **ability to pay is not a barrier** to participation
- That promotes **individual** health but also gives greater meaning and purpose to the time **families spend together**
- That is **sustainable** over time, and will continue to serve **generations** of families that call our community home
- That supports the **Future SSM Goal** of implementing our community's collective vision to build a great city where people want to visit, live and do business.

WHAT DOES A NEW Y MEAN TO THE SAULT?



Our New Y: Sample Programs and Activities



Drop-In & Recreation Leagues:

- Basketball
- Floor Hockey
- Pickle Ball
- Indoor Soccer
- Lacrosse
- Volleyball



Group Fitness Activities:

- Yoga
- Zumba
- Spin
- Pilates
- TRX
- Senior Programming



Child & adult swim lessons

- Aquafit & Hydrotherapy
- Aquatic Certifications
- Family & lane open swim



Individual Fitness & Conditioning Floor:

- Cardio: ellipticals, spin & recumbent bikes, tread mills
- Strength Training
- Free Weights
- Stretching Area
- Personal Training
- Functional Fitness Area



Drop-in afterschool and weekend space for youth:

- Billiards, ping pong, music, gaming
- YMCA Leader Corps
- Homework Help
- Outdoor Activities



Health Programs, delivered in partnership with local health providers for individuals with chronic health ailments including:

- Diabetes Care & Prevention
- Mental Health & Addictions
- Cardiac & Stroke Rehab
- Joint Care PreHab & Rehab
- Falls Prevention
- Cancer Support



YMCA supervised care for children to support adult YMCA participation.

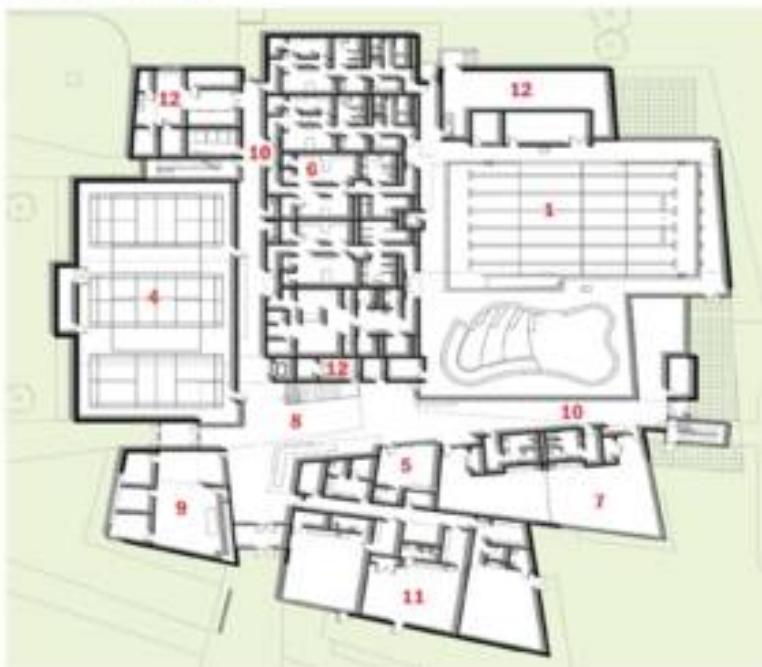
- Licensed ChildCare Services
- Daycamps, PD Camps and Outdoor Camps



- Cooking Classes
- Nutrition Counselling
- Family Meal Preparation & Communal Meals
- Community Special Events
- Employment Services



Floor Plan: Level 1



1	Aquatic Area	7	Multi-purpose/Meeting
2	Fitness	8	Lobby Entry
3	Aerobic Studio	9	Administrative
4	Gymnasium	10	Circulation
5	Child Minding	11	Proposed Childcare
6	Change Room	12	Services/Maintenance



Floor Plan: Level 2



Draft Concept
idea based on
Chatham-Kent





Building Our New YMCA

Request for Resolution of Support

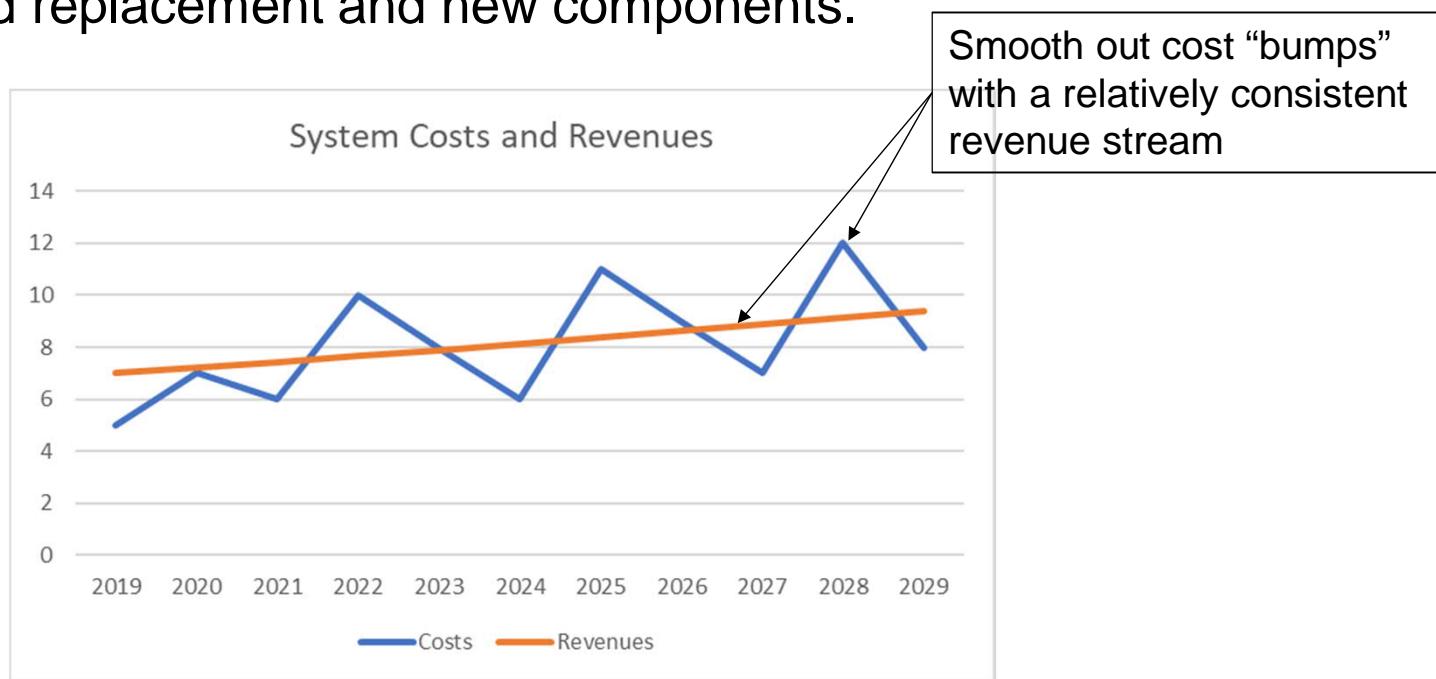
Waste Management Business Plan

City of Sault Ste. Marie

October, 22, 2019

Why Do We Need a Business Plan?

- Take a long term view of waste management system costs to ensure appropriate funding is in place for operations, maintenance, equipment replacement, facilities upgrades and replacement and new components.



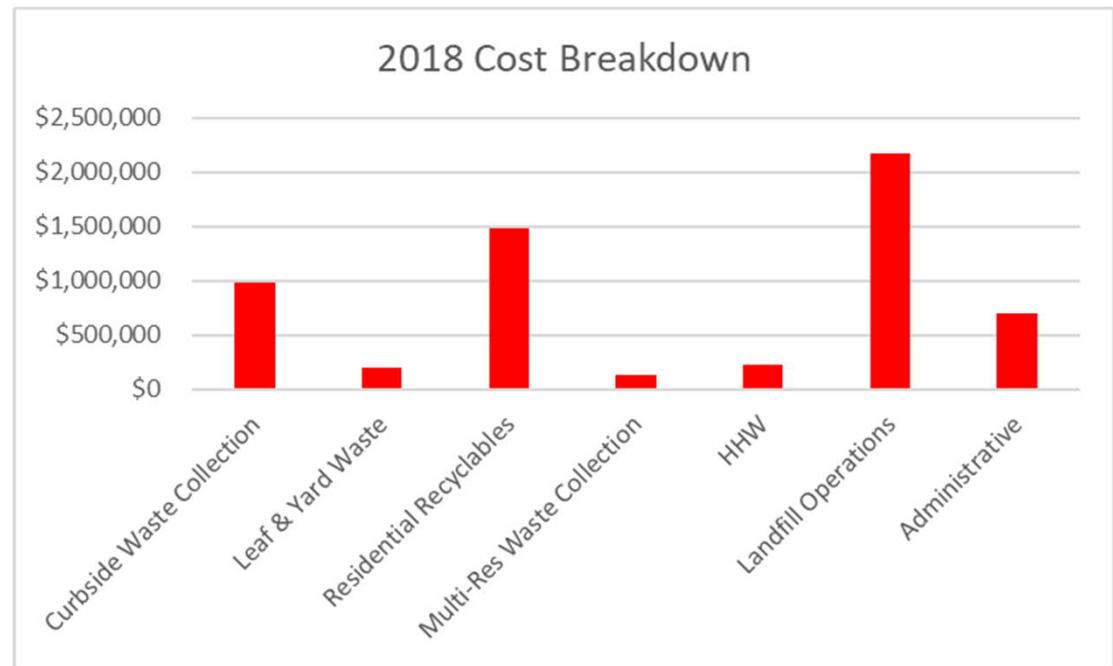
What Infrastructures/Services Are Included?

- Curbside collection of waste (City and contracted);
- Multi-residential waste collection (contracted);
- Curbside collection and processing of recyclables (contracted);
- Curbside collection and processing of leaf and yard waste (City);
- Development and operation of the municipally owned landfill site (City); and
- Household Hazardous Waste Depot (City).

Includes land, buildings, equipment, operations, maintenance, labour costs and contracted services.

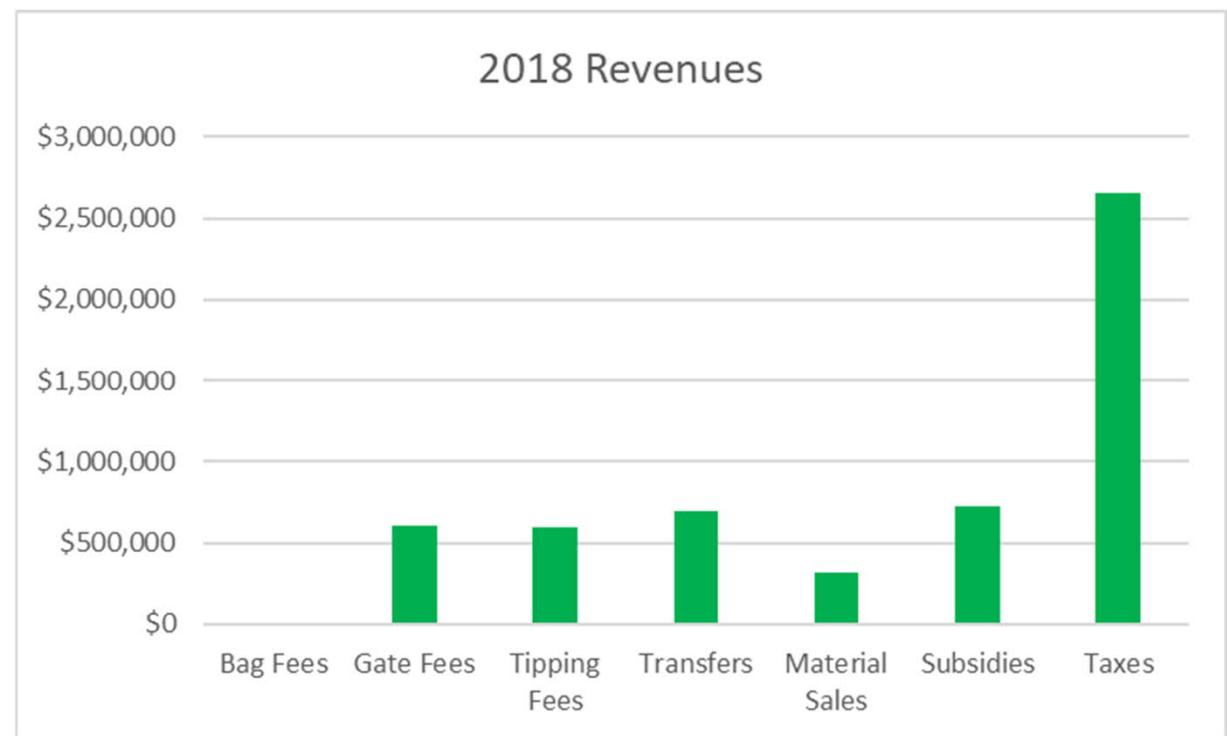
Cost Breakdown (2018)

- Curbside refuse collection;
- Curbside leaf and yard waste and recyclables collection and processing;
- Multi-res waste collection;
- Household hazardous waste depot;
- Landfill; and
- Administration.



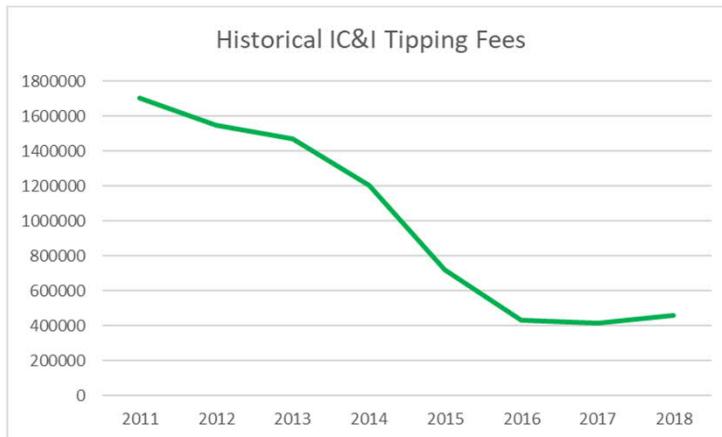
Revenue Breakdown (2018)

- User Fees (tipping fees and gate fees at the landfill, bag tags);
- Transfers from other Departments (sewer surcharge);
- Sale of collected recyclables;
- Subsidies (WDO);
- Property Taxes.

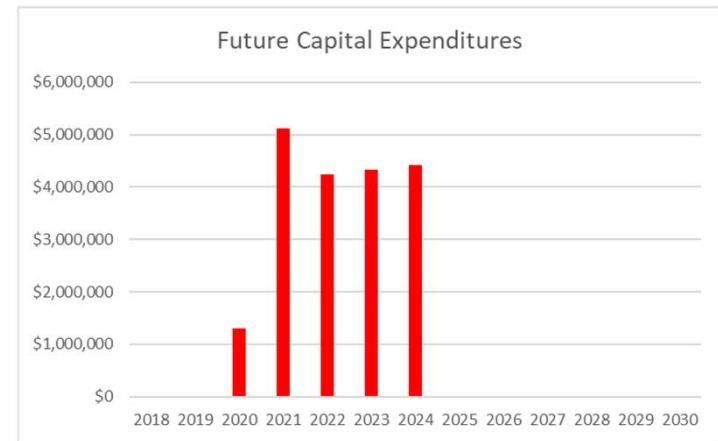


What has Changed?

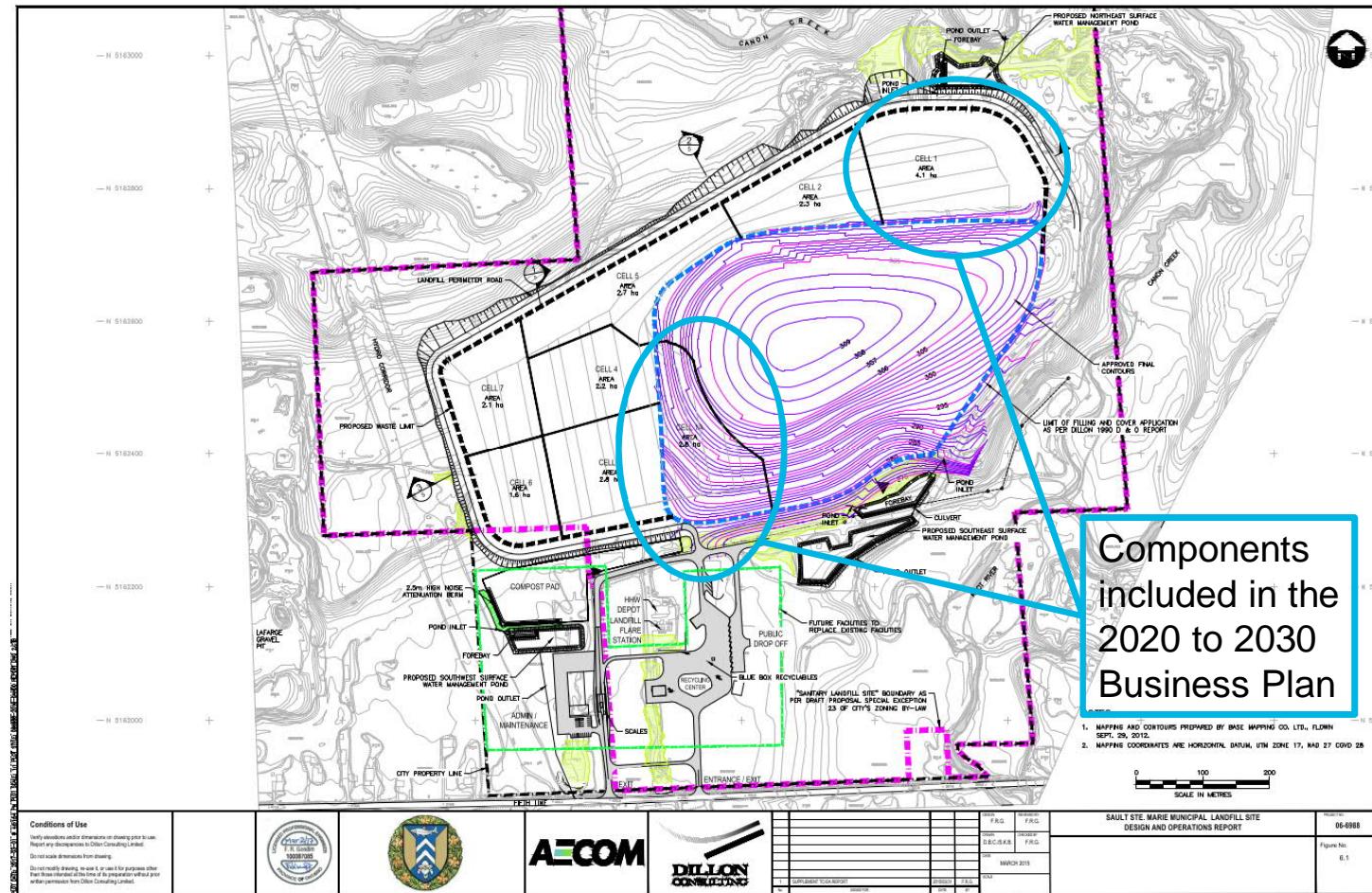
- Running out of disposal capacity (approx. 7 years remaining);
- Landfill design standards are more rigorous to better protect the environment – this leads to increased planning and technical approval costs, site development costs and operating costs; and



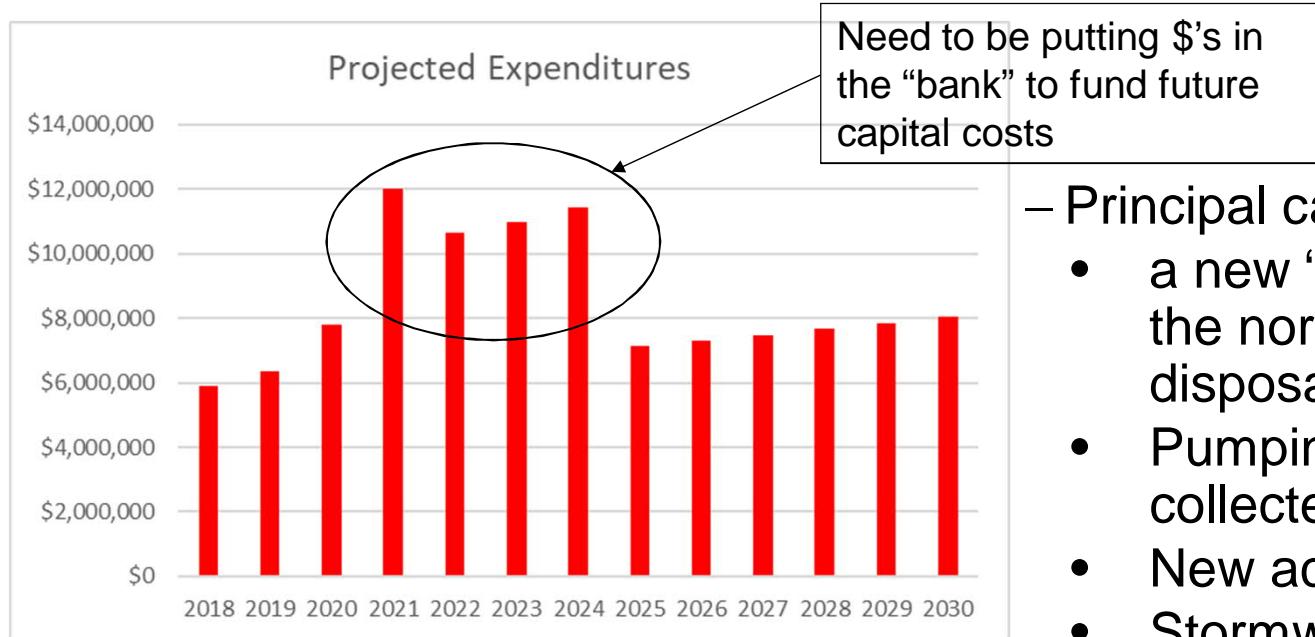
- Proportion of IC&I waste disposed of locally has declined substantially which has a positive impact on site longevity but an adverse impact on revenues



Future Waste Disposal Site



Lets Look at Future Estimated Costs

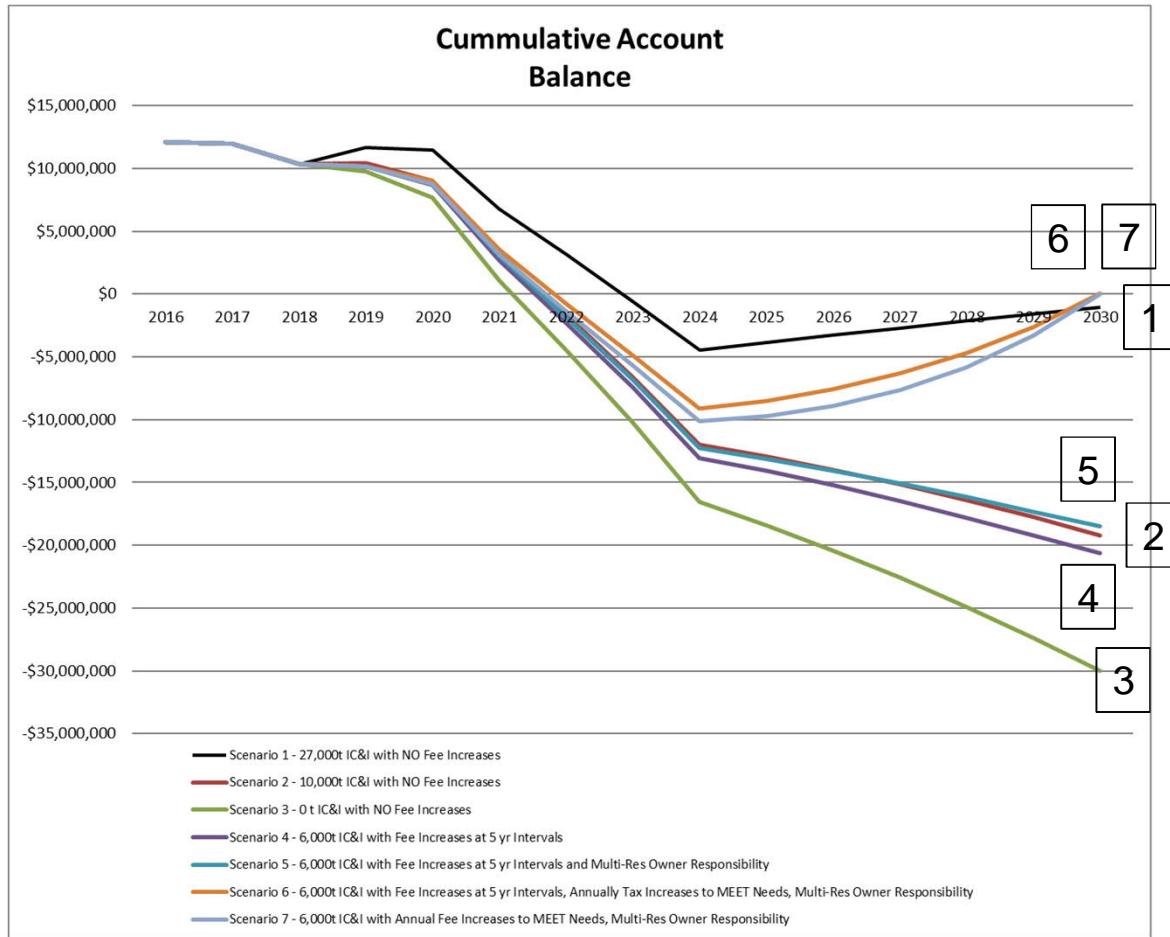


- Principal capital costs include:
 - a new “lined” disposal cell to the north of the existing disposal footprint.
 - Pumping station to pump the collected leachate.
 - New access roads.
 - Stormwater management.
 - Landfill mining and lining in the southwestern portion of the existing disposal footprint.

How to Fund Future Costs

- Two principal options to fund future increased costs:
 - o User fees
 - o Taxes

Scenarios Modeled



- We have developed financial scenarios to illustrate how various assumptions and system changes can impact future finances.
- Scenarios 1-3 illustrate impact of IC&I tipping fees.
- Scenarios 4-7 maintain consistent IC&I tipping fees (6,000t/year – similar to last 3 years) and look at different funding scenarios with 6 and 7 developed to ensure adequate funding to 2030.

Financial Scenarios 6 and 7

- Both scenarios have the same cost assumptions but present different ways of funding the system.
- Scenario 6 includes modest user fee increases (2% /year) and a 2020 WMS levy increase of \$239k and average annual WMS levy increases of approximately \$350k per year from 2020 to 2030.
- Scenario 7 includes modest WMS levy increases (2% /year) and an initial \$10/tonne tipping fee increase and average annual tipping fee increases of \$23/tonne from 2020 to 2030.



AECOM

SSMADC HIGHLIGHTS

PRESENTATION TO CITY COUNCIL
OCTOBER 22, 2019
CIVIC CENTRE – COUNCIL CHAMBERS

INTRODUCTION

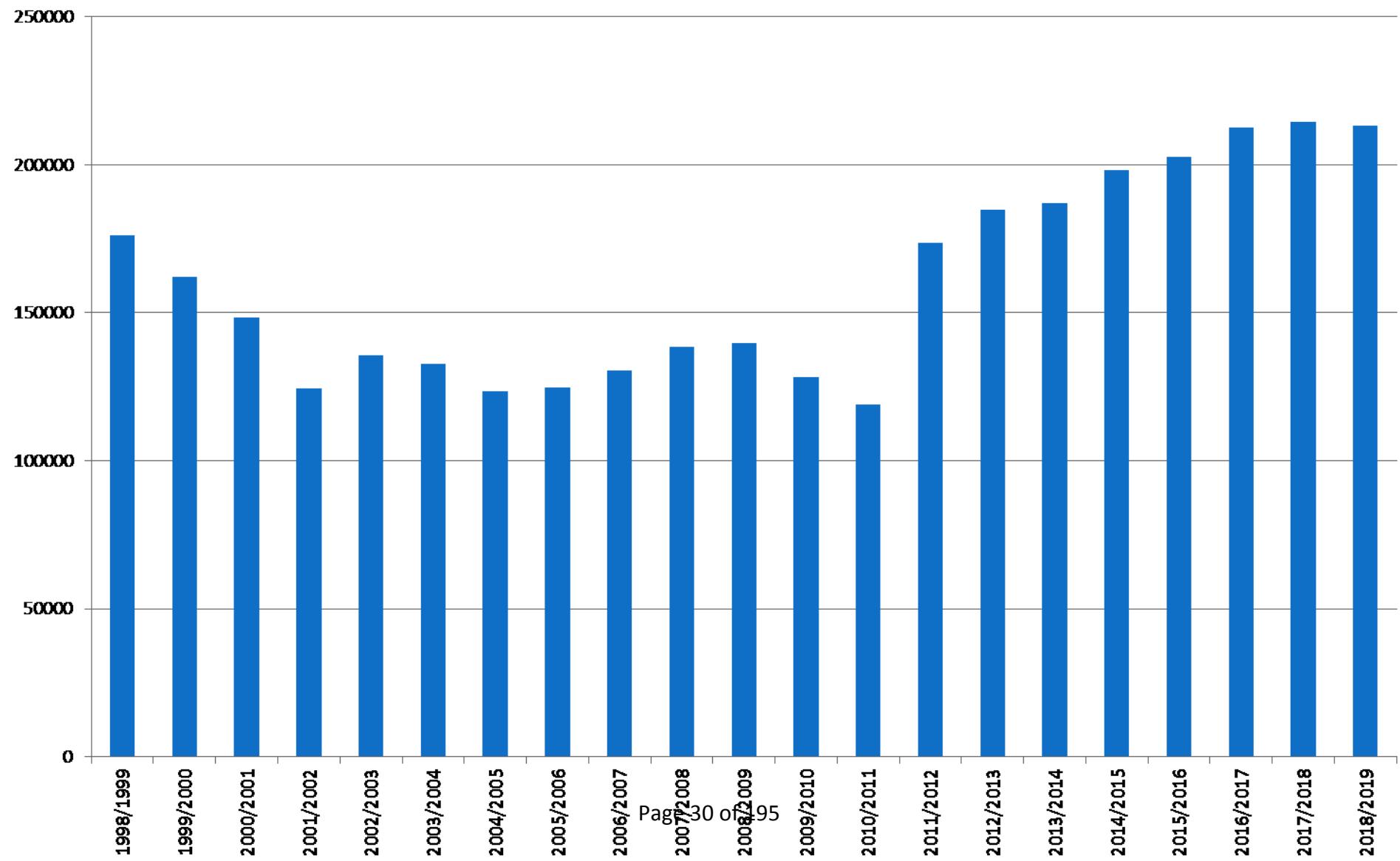
The Board is pleased to provide Mayor and Council an update today on our successes and challenges as we celebrate 21 years of ownership and management of the Sault Ste. Marie Airport.

We are very excited with planning our future and working towards enhancing our services at the airport. This presentation is a quick overview and we appreciate the opportunity to work with all levels of government in partnership to advance our continued success in meeting the service needs of the industry over the next 20 years.

PASSENGER STATS

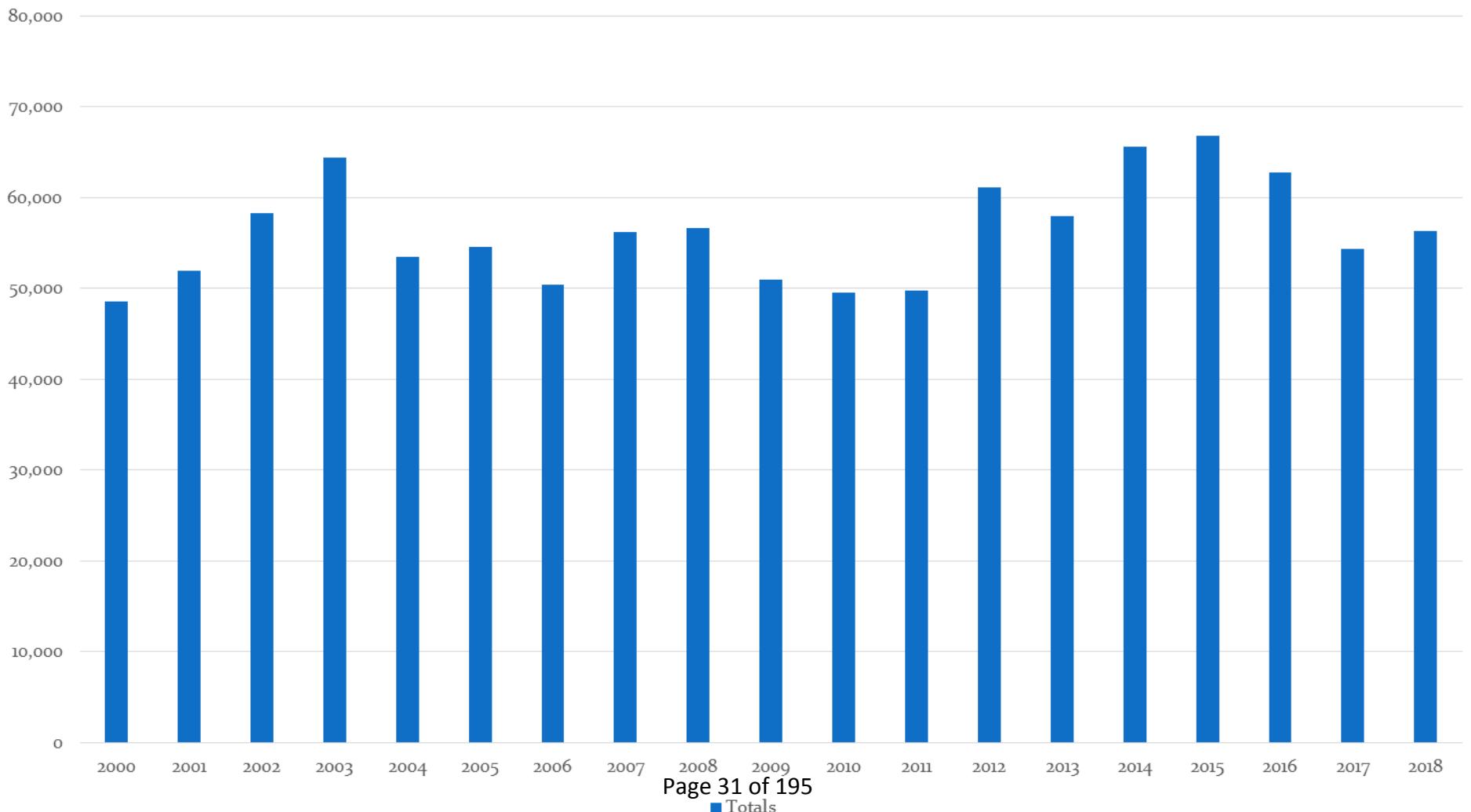
Quarter	<u>2012 /</u>	<u>2013 /</u>	<u>2014 /</u>	<u>2015 /</u>	<u>2016 /</u>	<u>2017 /</u>	<u>2018 /</u>	<u>2019 /</u>	Comparison
	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	To Previous
Apr - June	43,288	45,648	48,045	47,773	50,133	49,776	51,416	51,537	0.24%
July - Sept	51,208	47,688	52,469	52,826	56,529	56,104	57,094	56,512	-1.02%
Oct - Dec	45,282	48,546	49,283	52,453	55,452	56,572	54,453		-3.75%
Jan - Mar	44,927	45,283	48,295	49,505	50,379	52,080	50,228		-3.56%
Total	184,705	187,165	198,092	202,558	201,193	214,532	213,191		-0.63%

PASSENGER STATS



AIRCRAFT MOVEMENTS

Aircraft Movements



ECONOMIC IMPACT

- Recent Economic Impact Studies completed for the Canadian Airports Council (CAC) have shown that the direct impact of 1,000 Take-Offs and Landings to be: 30 Jobs; \$2M in Wages; \$3M in GDP; \$8M in economic Output; and \$1M in taxes.
- Sault Ste. Marie Airport Economic Impact then is:
- 1,800 Jobs;
- \$120M in wages;
- \$180M GDP;
- \$480M Economic Output;
- \$60M in Taxes.

SSMADC CAPITAL UPGRADES

Since assuming ownership of the Sault Ste. Marie Airport on March 28, 1998 the SSMADC has made the following capital investments into the airport:

- Overall Capital Expenditures of \$41,600,000;
- Major Expenditures have been to hangars at \$16,840,000 and the Airport Buildings at \$11,440,000;
- External funding assistance has been received from Sault Ste. Marie EDF totalling \$428,700.

Issues – Pilot Shortage

- Canada 3,000 pilots short by 2025.
- 1,200 pilots licenced per year which is down 28% from 2009.
- 40% of students are foreign students and leave.
- Need an increase of at least 300 more licenced pilots per year.
- Pilot/crew shortage will have to be handled with reduced frequency, or a reduction in frequency due to increase in aircraft size, or cancellation of routes that are less profitable.
- The SSMADC is committed to attracting new flight training opportunities to the Sault Airport and working closely with the new Commercial Pilot Training Program (ONTAir North) that is looking at Sault Ste. Marie as a possible location.

Issues – Pilot and AME Shortage

- The SSMADC is committed to working closely with Sault College as they look to expand their commercial flight training program. Current plans are for the maximum 10% increase in students per year for a five year period starting in 2020. This will increase the in-take into the program from 100 students per year to 150 students per year.
- The SSMADC is also working closely with two of our major tenants JD Aero and Sault College in an attempt to bring an AME (Aircraft Maintenance Engineer) program back to Sault Ste. Marie. JD Aero's major impediment to more growth is man power.

Current Potential Expansion Projects

The SSMADC has been working very closely with the SSMEDC over the past several years to potentially bring new expansion to the airport. Some of the initiatives currently being worked on:

- Aviation painting – discussions have been on-going for a couple years to attract a new tenant and hangar to the airport to provide aircraft painting services;
- The SSMADC is engaged with a local realtor to market the excess airport lands for lease/sale;
- On Site Infrastructure – Funding applications have been made to bring the airport investment ready with water, sewer, and power expansion to facilitate lease or sale of vacant property.

Thank You!

Contact Information

Terry Bos

President & CEO

bost@saultairport.com

705-779-3031 ext. 205

Cell: 705-257-9055

Jerry Dolcetti

Board Chair

dolcettij@saultairport.com

Cell: 705-257-9060

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

October 10, 2019

Chief Jason Gauthier
Missanabie Cree First Nation
559 Queen Street East
Sault Ste. Marie, ON

Chief:

I am writing further to the meeting we had earlier this week with Mr. Shunock and Mr. Jaehrling about a Level III Withdrawal Management Facility for Sault Ste. Marie.

Subsequent to our meeting, Mr. Jaehrling provided me with a letter you provided to Lil Silvano of Sault Area Hospital outlining a proposal by Missanabie Cree First Nation to build and support the operation of the facility. I want to acknowledge and thank you and Missanabie Cree First Nation for your efforts to move this project forward and the substantial financial commitment your community is willing to make, along with your partners, to make this project a reality.

The City has, to date, supported Sault Area Hospital's proposal and has come to understand that Algoma University may have some involvement in this project. As a result, I advised you that I would make my best efforts to bring the parties together to discuss the project and determine how we can reach an alignment that helps us realize what is, clearly, a shared goal. In that respect, you will find attached my letter to the CEO of the hospital, Wendy Hansson, and the President of the University, Asima Vezina.

I will be in touch and, again in closing, thank you for your time and your commitment to this project.

Sincerely,

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

Cc: City Council
CAO
Frank Shunock
Norm Jaehrling

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

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

October 10, 2019

Wendy Hansson, President & CEO
Sault Area Hospital
750 Great Northern Road
Sault Ste. Marie, ON

Asima Vezina, President
Algoma University
1520 Queen Street East
Sault Ste. Marie, ON

Dear Wendy and Asima:

I met with Chief Jason Gauthier, Frank Shunock and Norm Jaehrling earlier this week. They provided me with a letter from Chief Gauthier to Lil Silvano of Sault Area Hospital (attached hereto for your ease of reference) outlining a proposal from Missanabie Cree First Nation and its development partners to build a Level III Withdrawal Management Facility in Sault Ste. Marie. I note, importantly, the proposal includes a commitment by Missanabie Cree First Nation to provide ongoing operating funding for a period of five (5) years.

I have spoken with both of you about this facility. The City has, from the outset, supported Sault Area Hospital's application for this facility and I am aware that the University has recently become involved as a potential educational partner in the project.

Missanabie Cree and its development partners are working hard to make this facility a reality in our community. I thought in consideration of its proposal, it would be worthwhile if we could all get together to discuss the current state of the project and how we can, collectively, align to move it forward and bring it to pass. I am hoping you will both participate in a meeting with me, Chief Gauthier and the development partners within the next two calendar weeks. My office will reach out to facilitate dates.

Sincerely,

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

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

Cc: CAO
City Council
Frank Shunock
Norm Jaehrling



Missanabie Cree First Nation

174B Hwy 17B
Garden River
Ontario
P6A 6Z1

Phone: (705)-254-2702
Fax: (705)-254-3292
www.missanabiecree.com

August 30, 2019

Lil Silvano
Sault Area Hospital

Dear Mrs. Silvano:

RE: Partnership on Level 3 Withdrawal Management Facility/Detox

The purpose of this letter is to confirm the intention of the Missanabie Cree First Nation to enter into a partnership for the development and operation of a Level 3 Withdrawal Management Facility for those in need in Sault Ste Marie and the surrounding region, and to set out our various commitments to and conditions of said partnership.

As Anishinabe People, our citizens have for many generations suffered the destructive effects of substance abuse at levels that are disproportionate to the broader population. Through our exploratory discussions on the withdrawal management facility, we have come to understand that the challenges that our People face are prevalent throughout this community and surrounding area. We Anishinabe embrace our brothers and sisters of all races and cultures as one family under our Creator, and as such our commitment to help includes both our citizens and all those who call this territory home.

We want to commend SAH for its thoughtful analysis and planning for the proposed Withdrawal Management Facility. We have found our work with you and the dedicated and passionate professionals from SAH and the NELHIN to be informing and inspiring. You have done the work and its time now to move forward with making this facility a reality.

We have been encouraged by recent policy and financial commitments of Ontario to addressing mental health addictions and remain hopeful that your efforts to secure additional resources for your programming will be supported through these strong moves. It has become clear to us, however, that you cannot do this on your own. The Missanabie Cree First Nation is ready to help as set out in this letter.

We have previously proposed to you a partnership through which our First Nation will finance and develop a building to house the Withdrawal Management Facility. We expect that this represents an investment in the order of \$10-12 million, that we would undertake with a partner who co-owns the proposed development site (the former Sacred Heart school) in Sault Ste. Marie that we understand has been reviewed and supported by SAH.

You have also shared with us your estimated operating costs to operate and staff the facility with Level 3 services based on 33 beds, which is the documented need and demand for the Sault Ste. Marie area. Recently, you identified to us an annual funding gap of \$1.9 million, after funding from other sources, that would support the level of facility and programming to meet these needs. I undertook to research options to secure funding from Canada (Indigenous Services Canada) for this gap, which I have done, but regrettably with no commitments for any support whatsoever as of this date.

While we continue to work with Canada and other potential sources of funding to find the necessary resources, in our view, the people who need this facility can't be made to wait any longer.

As a result, after consulting with my Council, I am pleased to advise you that the Missanabie Cree First Nation is prepared to commit, on the conditions noted herein, up to \$1.9 million annually over the first 5 operating years of a new Level 3 Withdrawal Management Facility, for a total commitment of \$9.4 million, towards the costs of operating a 33 bed, Level 3 Withdrawal Management Facility; our conditions are:

1. That Sault Area Hospital enter into a lease with our First Nation-led development group through which we will finance and develop the building that will house the facility.
This building will be constructed at the former Sacred Heart site in Sault Ste. Marie to the specifications of SAH, and the lease will need to be long-term, at least [20] years, with appropriate options to extend the term; and
2. That Sault Area Hospital confirm and supply the remaining resources needed to operate the facility, including funding and staff, for a 33-bed facility, and thereafter operate the facility for the benefit of all citizens of Sault Ste. Marie and the surrounding region; and
3. That the facility be designed and operated in a manner that is welcoming to and respectful of the unique needs, culture and traditions of Anishinabe People, which we desire to share with our brothers and sisters of all races and cultures, to restore the health of this community's citizens and families; and
4. That SAH confirm their agreement with this proposal before December 31, 2019; and
5. That all related arrangements and agreements that are needed to put in effect these conditions are concluded to the mutual satisfaction of the involved parties.

I trust that you will understand that this is not an insignificant commitment by our small First Nation and one that is not without significant sacrifice by our Nation and its citizens. We are stepping up because we believe with passion and love that endless conversations will not in themselves bring about positive change. We can only succeed if we decide, invest and take the actions that concerned community leaders need to take.

By way of a copy of this letter, I am calling on other leaders from this community, Canada, Ontario and our Indigenous political organizations, to join us in meeting the urgent needs of the citizens of this community by joining us as partners in and contributors to this essential and long overdue facility and service.

I look forward to working with you and SAH on moving forward on this commitment.

Chi Miigwetch, in friendship and partnership,

Chief Jason Gauthier



Cc: Council Members, Missanabie Cree First Nation
 Chairperson, Sault Area Hospital Board of Director
 Chairperson, Northeast LHIN
 Mayor Christian Provenzano, City of Sault Ste. Marie
 National Chief Perry Belgarde, Assembly of First Nations

Ontario Regional Chief RoseAnne Archibald

Grand Chief Alvin Fiddler, Nishnabe Aski Nation

Ross Romano, MPP

Terry Sheehan, MP

Hon. Greg Rickford, Minister of Indigenous Relations (Ontario)

Hon. Seamus O'Reagan, Minister of Indigenous Services Canada

**Outstanding Council Resolutions
as at October 8, 2019**

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
4-Feb-13	EDC	International marketplace	EDC			Preliminary study on possible development of an international marketplace on or near the waterfront, in proximity to the downtown core	P. Christian S. Butland
9-Mar-15	EDC	Evolution of Community Development	EDC		To be integrated in the Strategic Planning process	Destiny Sault Ste. Marie to undertake actions identified in March 9, 2015 report to determine viability of True Growth proposal.	M. Shoemaker R. Romano
13-Apr-15	Corporate Services	Board/Committee Appointment Process	M. Zuppa	Q4 2019		Report as to feasibility of requiring criminal record checks for persons appointed or nominated to boards and committees.	M. Shoemaker R. Romano
8-Jun-15		Animation Cel Collection				Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.	S. Butland S. Myers
22-Mar-16	CD&ES	Budget 2016	T. Vair	Q4 2019	Data received from Stats Canada. Analysis underway	Analysis of number of parks	M. Shoemaker P. Christian
11-Apr-16	EDC	Province of Ontario "Vacation Villages"	Tourism SSM			Review and report back regarding the potential for Sault Ste. Marie to host a vacation village.	S. Butland P. Christian
26-Sep-16	CD&ES	Parks Usage	T. Vair	Q4 2019	See also 22 March 2016 request for analysis of number of parks. See info above (number of parks)	Survey as to usage of parks	M. Shoemaker S. Butland
21-Nov-16	CAO	Employee Innovation Program	M. White	Q4 2019		SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017	F. Fata S. Hollingsworth
23-Jan-17	Corporate Services	Posting of Expenses to Website	R. Tyczinski	Q4 2019		Review practicality of posting departmental budgets on website or in any other convenient format as well as staff travel expenses and travel reports and all City credit card statements and report back	M. Shoemaker S. Hollingsworth

**Outstanding Council Resolutions
as at October 8, 2019**

8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q4 2019	Future SSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown development priorities. Will also tie into branding work being undertaken by Future SSM and STC.	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids	P. Christian S. Butland
8-May-17	CD&ES PW&ES	Revenue Generating from Advertising	T. Vair	Q1 2020		Investigate using permanent objects and structures in the City as revenue generating tools.	M. Shoemaker J. Krmpotich
29-May-17	Fire Services	Cost Recovery for Fire Services	P. Johnson	Q4 2019		Report outlining: Ontario cities that have cost-recovery fire services by-laws; what services are charged for in which cities and how much each service is charged out at; analysis of percentage of calls that are chargeable calls vs. non-chargeable calls; revenue broken down by service; any limitations imposed by law on what types of services can be cost-recovered and the amounts that may be charged; estimate of potential revenue the City could expect if it imposes a cost-recovery by-law.	M. Shoemaker P. Christian
26-Jun-17	CD&ES Legal	Weekend Downtown Street Closures	T. Vair K. Fields	Q4 2019	Future SSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown priorities. Initiative to come forward in 2019.	Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.	M. Shoemaker S. Hollingsworth
11-Sep-17	Legal	Red Pine Drive	K. Fields			Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M. Shoemaker J. Krmpotich
25-Sep-17	PW&ES	Local Improvement Charges for Roads	D. Elliott R. Tyczinski	Q4 2019		Develop a comprehensive local improvement charges policy that will see local improvements charged in all or most of the road reconstruction projects or in projects that upgrade roads to a higher class of surface.	O. Grandinetti M. Shoemaker

**Outstanding Council Resolutions
as at October 8, 2019**

23-Oct-17	CD&ES	There's an App for That	T. Vair	Q1 2020	Future SSM team in collaboration with City IT to examine opportunity to create and fund this app	Develop an app where information on City services can be obtained (maps of heritage properties, recreational facilities, corporate events calendar, etc.)	M. Shoemaker J. Huppenen
11-Dec-17	CD&ES	Downtown Safety Strategy	T. Vair	Q4 2019	Future SSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown priorities.	Identify a downtown safety strategy and include as part of the Downtown Development Strategy (in consultation with the Sault Ste. Marie Police Service, the Downtown Association, and other related community groups seeking to increase public safety.)	S. Hollingsworth S. Myers
20-Feb-18	Corporate Services	RFP of Group Benefits Brokerage and Underwriting	P. Niro	Q1 2020		Prepare RFP for brokerage and underwriting of the City's group benefits.	M. Shoemaker O. Grandinetti
9-Apr-18	CD&ES	Snow Dumps	D. McConnell	Q4 2019		Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible	M. Shoemaker S. Butland
9-Apr-18	Corporate Services	Open Data	F. Coccimiglio	Q4 2019		Research, develop and draft an open data plan and strategy for the municipal corporation	S. Hollingsworth S. Butland
23-Apr-18	CD&ES	Sault Ste. Marie Branded Products	T. Vair	Q4 2019	Will be added to Future SSM report.	Investigate and report on feasibility of selling Sault Ste. Marie-branded products both online and by partnering with local retailers.	M. Shoemaker O. Grandinetti
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	M. White T. Vair	Q1 2020	Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work	Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates	M. Shoemaker R. Niro
28-May-18	CD&ES	National Housing Strategy Plan	D. McConnell	Q4 2019		Coordinate with Social Services to determine where new social and community housing can be developed, what resources are available and what role the City can play in ensuring availability of property for development including whether property needs to be acquired or re-zoned	M. Shoemaker O. Grandinetti
11-Jun-18	Legal	Upgrades to Class D Gravel Roads	K. Fields			Investigate the acquisition of remaining existing class D road private rights-of-way	J. Krmpotich S. Butland
10-Dec-18	CD&ES	Sault Cycling Proposal	T. Vair	Q4 2019		Assess all costs related to Sault Cycling Club proposal for an Active Trail Network connected to Hub Trail Club and report on costs, project feasibility and recommendations as to whether and how to proceed with the project	S. Hollingsworth D. Hilsinger

**Outstanding Council Resolutions
as at October 8, 2019**

10-Dec-18	CD&ES	MPAC Real Property Assessment	D. McConnell	Report August 12,19 Agenda item 6.5 Further direction to develop framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units owned by property developers remain partially exempt from assessment and/or taxation pending sale of the unit to a third party	Determine which policy or procedure to implement so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.	M. Shoemaker P. Christian
10-Dec-18	Corporate Services	Sault Ste. Marie Voter Engagement Plan	R. Tyczinski	Q2 2021	Recommendations for 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote.	M. Shoemaker D. Hilsinger
14-Jan-19	CD&ES	Dog Park	T. Vair	Q4 2019	Research the feasibility of creating two additional dog parks, one in the east end (preferably in Bellevue Park) and the other in the west end where dog owners can easily access them, incorporating trends from highly rated dog parks such as Vancouver's.	S. Hollingsworth D. Hilsinger
14-Jan-19	CD&ES	Smart Industrial and Business Park Investment	T. Vair D. Hollingsworth	Q4 2019	Investigate and report to Council by July 2019 regarding creation of a sustainable smart industrial and business park including: best practices, required financial investment, potential location(s) and required infrastructure	S. Hollingsworth P. Christian
14-Jan-19	PW&ES	Surface Flooding	L. Girardi	Q4 2019	Conduct environmental assessment to determine a course of action to address surface flooding issues in the People's Road drainage area.	M. Bruni R. Niro
28-Jan-19	CD&ES	Transit Single Use Passes – Local Agencies	T. Vair	Q4 2019	Allocate single-ride transit passes to Neighbourhood Resource Centre, The Soup Kitchen, St. Vincent's Place and Pauline's Place to be distributed to senior clients who do not qualify for transit pass support from any other sources for medical appointment access. Agencies to track pass distribution and report back by or before December 1, 2019.	L. Vezea-Allen L. Dufour

**Outstanding Council Resolutions
as at October 8, 2019**

4-Mar-19	CD&ES PW&ES	Active Transportation	D. McConnell D. Elliott	Q1 2020	Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker
4-Mar-19	PW&ES	Public Works Fleet	L. Girardi	2020 Budget	Increase public works vehicle reserve \$250,000 in 2020 preliminary budget with a view to providing further increases of \$250,000 in 2021 and 2022 preliminary budgets respectively, pending a Fleet Services Program Review (planned for 2020)	C. Gardi L. Vezeau-Allen
18-Mar-19	CD&ES	Public Input Sessions in Rezoning Application Process	D. McConnell	Q4 2019	Report on feasibility of making public input sessions part of the rezoning application process (with input from local developers).	P. Christian M. Shoemaker
18-Mar-19	CD&ES	Green Laneways	D. McConnell	Q4 2019	Investigate success of green laneways in other Canadian cities and prepare feasibility report on green laneway pilot project for Sault Ste. Marie.	M. Shoemaker L. Dufour
18-Mar-19	Corporate Services	Review of City of Sault Ste. Marie Procurement Policy	S. Schell	Q4 2019	Review of procurement policy to ensure that one of the criteria considered when procuring goods or services is the environmental impact of said procurement and report back with a recommended policy	M. Shoemaker C. Gardi
18-Mar-19	EDC	Coalition of Algoma Passenger Trains	D. Hollingsworth		Review restoration of Algoma passenger train service presentation and report back to Council.	M. Shoemaker P. Christian
1-Apr-19	CD&ES	Municipal Autism Strategy	N. Scott	Q1 2020	Strike a sub-committee dedicated to working with community partners to develop a municipal autism strategy to assist families, caregivers and individuals dealing with an autism diagnosis and to create a roadmap for the autism community in shaping the future development of our community	L. Vezeau-Allen C. Gardi

**Outstanding Council Resolutions
as at October 8, 2019**

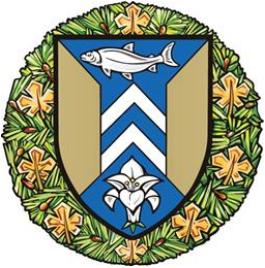
1-Apr-19	PW&ES	Disabled Advance Traffic Signals Between 9 p.m. and 6 a.m.	L. Girardi C. Rumiel	Q1 2020	Report on the feasibility of disabling advanced traffic signals at all (or mostly all) intersections with advanced signals between 9 p.m. and 6 a.m.	M. Shoemaker M. Scott
15-Apr-19	CD&ES Corporate Services	Examine Established Neighbourhoods for Future Growth	D. McConnell S. Schell	Q1 2020	Work with Innovation Centre to prepare a report mapping areas of the community that have experienced assessment growth and those that have experienced assessment decline /stagnation over the past two assessment periods so that Council may have that information when considering infrastructure investments and prioritization.	L. Dufour D. Hilsinger
6-May-19	CD&ES Legal	Transient Accommodations	D. McConnell K. Fields		Report with best practices in other municipalities and recommendations on a framework that permits transient accommodation consistent with and respectful of residential neighbourhoods.	C. Gardi M. Scott
21-May-19	CD&ES	Downtown Trolley	T. Vair	Q4 2019	Study, review, consult and subsequently advise council of the feasibility of implementing a Downtown Trolley	M. Shoemaker P. Christian
3-Jun-19	PW&ES	Property Standards / Yard Maintenance / Sewer By-law Enforcement	D. Elliott	Q2 2020	Lead task force including Councillors Dufour, Niro and Vezeau-Allen, AND representatives from Legal, Public Works, Engineering and Building Division to review property standards, yard maintenance, and sewer use by-laws and drainage agreements; compare with best practices in order to obtain improved and timely compliance, and report back with recommendations.	L. Dufour R. Niro
17-Jun-19	FutureSSM	Knowledge-Based Industry Recruitment Task Force	T. Vair	Q4 2019	Task Force comprised of Innovation Centre, EDC and Future SSM to develop a targeted recruitment plan to attract and retain remote workers in the knowledge-based industry from the Greater Toronto area to locate to our community.	L. Dufour M. Scott
15-Jul-19	CD&ES	City Parking Lots at Ken Danby Way and Russ Ramsay Way	T. Vair	Q4 2019	Review the layout and use of parking lots at Ken Danby Way and Russ Ramsay Way and report with recommendations to optimize the property for future use.	M. Shoemaker L. Dufour

**Outstanding Council Resolutions
as at October 8, 2019**

15-Jul-19	CD&ES	Complete Streets Plan – Pine/Willow Area	D. McConnell		Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house.	D. Hilsinger M. Shoemaker
15-Jul-19	PW&ES	Public Information Sessions	D. Elliott	Q1 2020	Bring forward a policy as to when public information sessions will be held, what notice will be circulated, and within which time frames those notices will be circulated for Environmental Assessments that do not require a formal public information session but do require public notice.	D. Hilsinger M. Shoemaker
15-Jul-19	PW&ES	Blake Avenue	L. Girardi	Q4 2019	Consider options that would slow traffic down and make street safer for pedestrian use such as lower speed limit, construction of a sidewalk and/or use of signage and report back. (extended to include all of Blake 23 09 2019)	R. Niro M. Bruni
12-Aug-19	CD&ES	St Marys River Heritage Walk Committee	B. Lamming	Q2 2020	Establish a Committee to study opportunities along the City's waterfront for a St. Marys River Heritage Walk to celebrate and raise awareness among residents and visitors (Councillors P. Christian, M. Shoemaker and Councillor C. Gardi and appropriate staff as resource); Committee also to engage with Municipal Heritage Committee, Indigenous community and any other relevant stakeholders.	P. Christian M. Shoemaker
9-Sep-19	PW&ES	Biggins Avenue Open House	D. Elliott	Q4 2019	Hold open house for the residents of Biggins Avenue under the auspices of a Schedule A+ Environmental Assessment by the end of October 2019.	L. Vezeau-Allen L. Dufour
9-Sep-19	PW&ES	Northern Avenue East/Sackville Road Intersection	L. Girardi	Q1 2020	Conduct a full study of this intersection to determine if it warrants the provision of a school crossing guard and report back to Council	R. Niro M. Bruni

**Outstanding Council Resolutions
as at October 8, 2019**

23-Sep-19	Corporate Services	Consideration of Credit Cards as a Payment Option	S. Schell	Q4 2019	Research and report to Council as to whether a credit card platform should or should not be implemented for 2020 first quarter tax payment. (Include users responsible for service fee?; if restricted to certain transactions; cost/benefits of implementation; examples of others that allow or rejected use and why.)	S. Hollingsworth P. Christian
23-Sep-19	PW&ES	School Zones	L. Girardi	Q1 2020	Bring a policy to Council that clearly establishes conditions for reduced-speed school zones within the city	M.Scott C. Gardi
7-Oct-19	CD&ES	Indoor Mausoleum Feasibility	T. Vair	Q2 2020	Review feasibility of indoor mausoleums and gauge demand through community outreach	M. Shoemaker R. Niro
8-Oct-19						



The Corporation of the City of Sault Ste. Marie

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

October 22, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Madison Zuppa, Deputy City Clerk
DEPARTMENT: Corporate Services
RE: Boards and Committees – Police Record Checks

PURPOSE

The purpose of this report is to provide Council with an update on the feasibility of requiring police record checks for persons appointed or nominated to municipal boards and committees.

BACKGROUND

The following resolution was passed on April 13, 2015:

Moved by: Councillor M. Shoemaker
Seconded by: Councillor R. Romano

Resolved that the report of the Board – Committee Appointment Review Committee dated 2015 04 13 concerning a revised board and committee appointment policy be received and that Council approve the revised Appointments to Boards and Committees policy and direct staff to prepare an amendment to the Council Procedure by-law that would see the policy included as a schedule to the by-law and add to the by-law the necessary wording to allow for simultaneous recorded voting to be used as part of the board and committee appointment process; and Further that the feasibility of requiring criminal record checks for persons appointed or nominated to boards and committees be referred to staff for review and report back to Council.

There are 17 boards/committees of Council to which Council appoints members. The following boards/committees have been identified as having a mandate which may be related to the vulnerable sector or a financial element: Best For Kids, Historic Sites Board, Ontarians with Disabilities Accessibility Advisory Committee, Library Board, and Finance Committee. In surveying staff liaisons for each of these committees, only the Historic Sites Board has indicated that their members have direct contact with vulnerable individuals (children) and handle cash during events and tours that they facilitate.

The majority of boards/committees of Council do not have financial involvement and those that do have indicated that they have sufficient checks and balances in place (e.g. Library staff indicated that the Chair is the only Library Board member who has signing authority, but cheques require two signatures).

ANALYSIS

A search was conducted of the board and committee appointment process of other municipalities across Ontario, including: Aurora, Bracebridge, Belleville, Grey Highlands, Guelph, Huntsville, Kingston, Milton, Norfolk County, Owen Sound, Peterborough, Sarnia, Stratford, Thunder Bay, and Wasaga Beach to identify if police record checks were required. Only Norfolk County has a statement on their application form to the effect that applicants may be subject to a police record check, in which case the County will cover the associated cost. In Thunder Bay police record checks are only required for individuals appointed to the Police Services Board. Thunder Bay and Peterborough indicated that any other requirements of volunteers are addressed in the terms of reference for the relevant board/committee.

Concern was expressed by staff liaisons that requiring volunteers to complete the police record check, particularly at their own cost, could discourage participation. Further, the Sault Ste. Marie Police Services website states a police record check is only one applicant screening tool and should be reserved as a last step in the selection process. If a police record check is deemed necessary then it must be completed and assessed in accordance with the *Ontario Human Rights Code*, the *Municipal Freedom of Information and Protection of Privacy Act* and Ontario's *Police Record Check Reform Act*.

Staff recommends that rather than including a requirement for a police record check for members of all boards/committees of Council, that boards/committees of Council having direct contact with vulnerable individuals or that handle cash be requested to include a requirement for police record checks in their terms of reference and at no cost to the board/committee member.

FINANCIAL IMPLICATIONS

The cost of a police record check for volunteers in Sault Ste. Marie is \$26.24 inclusive of HST for an online submission. It is anticipated that approximately 15 police record checks will be required annually for a total of \$393.60 and can be accommodated within existing budgets.

STRATEGIC PLAN / POLICY IMPACT

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

Boards and Committees – Police Record Checks

2019 10 22

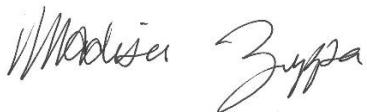
Page 3.

RECOMMENDATION

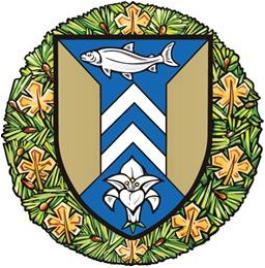
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2019 10 22 concerning Boards and Committees – Police Record Checks be received, and that boards and committees of Council that have direct contact with vulnerable individuals or handle cash be requested to include a requirement for police record checks in their terms of reference at no cost to the member.

Respectfully submitted,



Madison Zuppa
Deputy City Clerk
705.759.5392
m.zuppa@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

October 22, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Lisa Petrocco, Manager of Taxation
DEPARTMENT: Corporate Services
RE: 2019 Property Tax Appeals – October 22

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 \$10,956.06 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 Taxation dated 2019 10 22 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.

2019 Property Tax Appeals – October 22

2019 10 22

Page 2.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lisa Petrocco".

Lisa Petrocco, CPA,CGA

Manager of Taxation

705.541.7065

l.petrocco@cityssm.on.ca

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

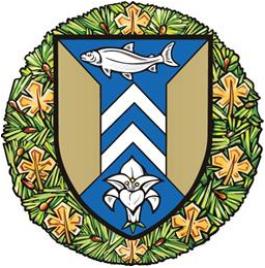
**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS**

DATE: 20191022
PAGE: 1 of 1

PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
2018							
050-050-059-42	00445 Fourth Line West	Algoma Residential Community Hospice	RT/E	(A)	18-073	60.76	3.20
2019							
010-007-136-00	01533 Wellington Street East	Ricci Angelina	RT	(D) (i)	19-030	75.20	-
010-044-041-00	00193 Chambers Avenue	Grasley Kelly Suzanne	RT	(D) (ii)	19-031	439.95	439.95
020-042-196-00	00624 Bay Street	Palladium Investments	CT	(D) (ii)	19-032	646.07	4.04
030-085-019-70	00960 Third Line East	Gass Joseph/Gass David Steven	Gass Hollis Margaret	CT/RT	(A)	1,153.02	-
040-008-107-00	00028 Knox Avenue	Wylie Patrick Andrew	CT/RT	(A)	19-034	1,110.98	1,110.98
040-021-076-00	00216 Queen Street East	Barzan Dentistry Professional	CT	(D) (i)	19-035	3,548.83	3,548.83
050-011-013-00	00032 Raymond Street	Henderson Geraldine M.	RT	(D) (i)	19-036	35.44	-
050-015-075-00	00484 First Avenue	Ivan Harry Michael	Ivan Carol Ann	RT	(G)	48.98	-
050-025-001-01	00969 Peoples Road	Sault Ste. Marie City	RT	(D) (i)	19-038	Confirmed	
050-025-001-01	00969 Peoples Road	Sault Ste. Marie City	RT	C	19-039	1,148.06	10.67
050-050-059-42	00445 Fourth Line West	Algoma Residential Community Hospice	RT/E	(A)	19-040	117.67	6.19
060-011-091-00	00236 Prentice Avenue	Lento Pasquale G.	E	(A)	19-041	Confirmed	
060-070-063-00	00469 Sunnyside Beach Road	Lamming Howard Craig/Lamming Kerry Franklin	Lamming Randall Keith	RT	(D) (i)	1,519.28	94.49
060-085-054-00	00059 Alagash Drive	Jeff Avery Holdings Limited	RT	(B)	19-043	933.23	1,613.77
REPORT TOTAL						10,837.47	118.59
10,956.06							

- A. CEASES TO BE LIABLE FOR TAX AT RATE IT WAS TAXED
- B. BECAME VACANT OR EXCESS LAND
- C. BECAME EXEMPT
- D. SICKNESS OR EXTREME POVERTY

- DI. RAZED BY FIRE, DEMOLITION OR OTHERWISE
- DII. DAMAGED AND SUBSTANTIALLY UNUSABLE
- E. MOBILE UNIT REMOVED
- F. GROSS OR MANIFEST CLERICAL/FACTUAL ERROR
- G. REPAIRS/RENO'S PREVENTING NORMAL USE (MIN 3 MONTHS)



The Corporation of the City of Sault Ste. Marie

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

October 22, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: Data Share Agreement with Enbridge Gas Inc.

PURPOSE

The purpose of this report is to seek Council's approval to sign a Data License Agreement from Enbridge in order to obtain access to annual natural gas consumption data for the years 2017 and 2018 for the City of Sault Ste Marie

BACKGROUND

The City of Sault Ste. Marie (the City) received funding from the Federation of Canadian Municipalities (FCM) to create a greenhouse gas (GHG) emissions reduction plan. The plan requires a community GHG inventory of energy consumption by type and associated emissions. In June 2019, the City started working on developing a community level GHG emissions inventory under the FutureSSM project. The GHG emissions inventory is critical for the City to understand current GHG emission levels and set reduction targets. In order to obtain energy consumption data, local energy distributors were contacted. With regards to natural gas consumption, Enbridge requires the City to sign a 'Data License Agreement' in order for the City to obtain access to historical consumption data.

ANALYSIS

None required.

FINANCIAL IMPLICATIONS

There are no financial implications as there is no cost to have access to the data.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Data Share Agreement – Enbridge Gas Inc.

2019 10 22

Page 2

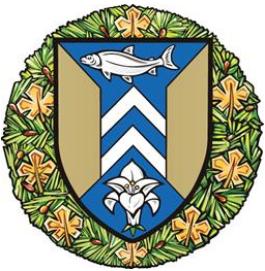
By-law 2019-207 which authorizes the agreement between Enbridge Gas Inc. and the City appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Karen Fields
City Solicitor
705-759-5407
k.fields@cityssm.on.ca

FILE I3.3\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2019\\Enbridge-Data-Share-Report-To-Council.docx



The Corporation of the City of Sault Ste. Marie

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

October 22, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT: Legal Department
RE: Amendments to City's Smoking By-law

PURPOSE

The purpose of this report is to respond to the Council resolutions below, which directed the Legal Department to draft amendments to the City's Smoking By-law, specifically City By-law 2003-7.

On January 14, 2019, City Council passed the following resolutions:

(a) Addition of Cannabis and Electronic Cigarettes

"Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated 2019 01 14 concerning regulating the consumption of cannabis in municipalities be received and that City Council direct the Legal Department to amend City By-law 2003-7, to;

1. Add cannabis and electronic cigarettes to same, so as to treat the consumption of cannabis and use of electronic cigarettes in the same manner as tobacco; and
2. Add a provision that prohibits the smoking or other consumption of tobacco and cannabis and the use of electronic cigarettes in any public park within the City of Sault Ste. Marie, subject to an exemption for any special events as approved by City Council"; and

(b) Addition of John Rowswell Hub Trail

"Further that the John Rowswell Hub Trail be added to the no smoking by-law."

Amendments to City's Smoking By-law

2019 10 22

Page 2.

ATTACHMENTS

Attached as Schedule "A" to this report is a copy of the January 14, 2019 Council Report, that provides the legislative framework for understanding the authority Municipalities have to regulate possession and consumption of cannabis. Attached as Schedule "B" to this report is a copy of Algoma Public Health's Information Sheet which sets out particulars regarding enforcement and how complaints can be made.

BACKGROUND

As set out in the January 14, 2019 Council Report, the Ontario Government passed Bill 36, which received Royal Assent on October 17, 2018 and which had the effect of amending various cannabis legislation passed by the former Ontario Government. Relevant to the issue before City Council, the *Smoke-Free Ontario Act, 2017* and O. Reg. 268/18 was amended to permit individuals in Ontario that are nineteen (19) years of age or older to "smoke or hold lighted cannabis" wherever the smoking of tobacco is permitted under this legislation except in a vehicle or boat regardless of whether the vehicle or boat is in motion. The amended legislation also set forth "places" where the "smoking or holding of lighted tobacco", the "smoking or holding of lighted cannabis", and the "use of electronic cigarettes" are prohibited.

Municipalities could choose to implement additional restrictions through the use of municipal by-laws and in the event of a conflict between a provision in the Ontario Legislation and a Municipal By-law, the more restrictive provision would prevail (Section 18, *Smoke-Free Ontario Act, 2017*).

The City's Smoking By-law 2003-7 was specific to the smoking of tobacco and did not address the use of electronic cigarettes, vaping or the consumption of cannabis. Council accepted the recommendation of the Legal Department to amend the City's Smoking By-law 2003-7 to add cannabis and electronic cigarettes to same, and to treat the consumption of such substances (smoking/vaping) in the same manner as tobacco. Council further passed a resolution to amend the main motion to add a prohibition of smoking on the John Rowswell Hub Trail.

ANALYSIS

Consistent with Council's direction, By-law 2019-200 which is before Council repeals By-law 2003-7 and creates the City's new smoking by-law. By-law 2019-200 adds a definition for cannabis and electronic cigarettes and ensures that any "place" as defined in the City's new smoking by-law mirrors the language set out in the Provincial Legislation. Given Section 18 of the *Smoke-Free Ontario Act, 2017*, measurements are revised in the City's new smoking by-law in those cases where there are more restrictive provisions set out in the provincial legislation. The consumption of cannabis, electronic cigarettes and tobacco are now treated in the same manner.

Amendments to City's Smoking By-law

2019 10 22

Page 3.

Furthermore, as directed by Council, By-law 2019-200 bans the smoking and consumption of tobacco, cannabis and electronic cigarettes from any public park within the City of Sault Ste. Marie, subject to an exemption for any special events as approved by City Council. Finally, the John Rowswell Hub Trail is a "place" where the smoking and consumption of tobacco, cannabis and electronic cigarettes is not permitted.

Algoma Public Health ("APH") has enforced By-law 2003-7 and will continue to enforce By-law 2019-200. APH advises that they have three (3) enforcement officers that handle the entire District administered by APH. APH's Information Sheet attached as Schedule "B" to this Report sets out the goals of enforcement, how complaints can be made, the information that is requested for a complaint and the process that will follow once a complaint is received.

FINANCIAL IMPLICATIONS

APH presently will continue to enforce By-law 2019-200. There are no other financial impacts noted at this time.

STRATEGIC PLAN / POLICY IMPACT

This report is not directly linked to any strategic direction identified in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-200, being a By-law to regulate the smoking and consumption of tobacco, cannabis and electronic cigarettes in public places, enclosed workplaces and City buildings in the City of Sault Ste. Marie appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

705-759-5403

m.borowiczsibenik@cityssm.on.ca

MBS/mbs

Enclosures

Schedule "A"



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

January 14, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Acting City Solicitor/Senior Litigation Counsel

DEPARTMENT: Legal Department

RE: Regulating Consumption of Cannabis in Municipalities

PURPOSE

The purpose of this report is to provide City Council with information regarding the authority Ontario Municipalities have to regulate the consumption of cannabis within their respective municipalities and to seek council's direction to amend City By-law 2003-7, the City's Smoking By-law.

ATTACHMENTS

City By-law 2003-7, being a by-law to regulate smoking in public places and city buildings in the City of Sault Ste. Marie is appended as Schedule "A".

BACKGROUND

A summary of the relevant legislative framework is assistive in understanding the authority Municipalities have to regulate possession and consumption of cannabis.

The federal *Cannabis Act* establishes the overarching legislative framework for cannabis in Canada including:

- Federal licencing for the production, cultivation and processing of cannabis;
- Provinces and territories being responsible for the distribution and sale of cannabis subject to federal conditions;
- Establishing that it is not an offence for a "young person" defined as 12 years of age or older but under 18 years of age to possess five (5) grams or less of cannabis in the public; and
- Establishing that for individuals 18 years of age and older, it is not an offence to possess 30 grams of legal dried cannabis and that adults could grow up to four (4) cannabis plants per residence for personal use.

Regulating Consumption of Cannabis in Municipalities

2019 01 14

Page 2.

Provinces and territories have the ability to set their own rules for cannabis, including lowering possession limits, increasing the minimum age, restricting where cannabis may be used in public and setting added requirements on personal cultivation.

In Ontario, the government passed Bill 36 which received Royal Assent on October 17, 2018 and which had the effect of amending various cannabis legislation passed by the former Ontario Government. The following is relevant to the issue of possession and consumption in Ontario:

(a) Ontario's Cannabis Control Act, 2017

This legislation confirms that in Ontario:

- Age nineteen (19) is the legal age to purchase, possess, consume and grow recreational cannabis;
- Adults may possess up to thirty (30) grams of dried legal recreational cannabis in public; and
- Adults may grow up to four (4) plants for recreational purposes per residence (not per person).

(b) Smoke-Free Ontario Act, 2017 and O. Reg. 268/18

Previous government legislation heavily restricted where people would be able to smoke cannabis, effectively only permitting smoking in private residences. The amended legislation now permits individuals in Ontario that are nineteen (19) years of age or older to "smoke or hold lighted cannabis" wherever the smoking of tobacco is permitted under this legislation except in a vehicle or boat regardless of whether the vehicle or boat is in motion. The amended legislation also sets out "places" where the "smoking or holding of lighted tobacco", the "smoking or holding of lighted cannabis", and the "use of electronic cigarettes" are prohibited. The following provides a summary of the Provincial framework for the consumption of tobacco, cannabis and electronic cigarettes in Ontario:

Smoking/Holding Lighted Tobacco, Smoking/Hold Lighted Cannabis and Use of an Electronic Cigarette are permitted in the following places:

- Private residences, including the outdoor space of a home;
- Outdoor public places (e.g. parks, sidewalks) where you can smoke cigarettes, except for those public places noted below;
- Select guest rooms in hotels, motels, and inns; and
- Controlled areas in long-term care, retirement homes, hospices, provincially-supported housing, and designated psychiatric and veterans' facilities.

Smoking/Vaping of Tobacco and Cannabis and Use of an Electronic Cigarette are prohibited in the following places:

- An enclosed public place;
- An enclosed workplace;
- A school within the meaning of the *Education Act* and public areas within twenty (20) meters of any point on the perimeter of a school;
- A building or the grounds surrounding the building of a private school within the meaning of the *Education Act*, and public areas within twenty (20) meters of any point on the perimeter of the grounds of a private school;
- A child care centre within the meaning of the *Child Care and Early Years Act, 2014*;
- A place where an early years program or service is provided within the meaning of the *Child Care and Early Years Act, 2014*;
- A place where home child care is provided within the meaning of the *Child Care and Early Years Act, 2014*, whether or not children are present;
- Children's playgrounds that meet the criteria set out in O. Reg. 268/18, and public areas within twenty (20) meters of any point on the perimeter of a children's playground;
- Indoor common areas in condominiums, apartments, and post-secondary residences;
- Restaurant and bar patios that meet the criteria set out in O. Reg. 268/18, and public areas within a nine (9) metre radius surrounding any point on the perimeter of such patios;
- Sporting Areas that meet the criteria set out in O. Reg. 268/18, spectator areas adjacent to sporting areas and public areas within twenty (20) meters of any point on the perimeter of a sporting area and spectator area;
- Outdoor grounds of a community recreational facility and public areas within twenty (20) meters of any point on the perimeter of the grounds;
- Outdoor grounds of a community health facility within the meaning of the *Oversight of Health Facilities and Devices Act, 2017* and the area within a nine (9) metre radius surrounding any entrance/exit;
- Outdoor grounds of an office building that is owned by the Province;
- Outdoor shelters with a roof and more than two walls, that is not primarily a private dwelling and where the public is ordinarily invited or permitted to access (ie. bus shelter); and
- The outdoor grounds and area within a nine (9) metre radius surrounding any entrance/exit to a psychiatric facility, an independent health facility, community health facility and long-term care home.

- The outdoor grounds and area within a nine (9) metre radius surrounding any entrance/exit to a psychiatric facility, an independent health facility, community health facility and long-term care home.

Municipalities can choose to implement additional restrictions on the consumption of cannabis and tobacco through the use of municipal by-laws. In the event of a conflict between a provision in the Ontario Legislation and a Municipal By-law, the more restrictive provision would prevail (Section 18, *Smoke-Free Ontario Act, 2017*).

ANALYSIS

Presently, City By-law 2003-7 regulates the smoking of tobacco within public places and City Buildings within the City of Sault Ste. Marie. Attached as Schedule "A" to this Report is a copy of City By-law 2003-7. The By-law is specific to the smoking of tobacco and does not address the use of electronic cigarettes, vaping or the consumption of cannabis within the City of Sault Ste. Marie.

To answer the question posed by Council as part of the Resolution passed December 10, 2018, specifically, to provide:

"3. Confirmation of what type of authority, if any, the municipality has to regulate cannabis consumption in public areas on the municipality".

Municipalities can:

- (a) take no action and permit cannabis smoking (and electronic cigarette consumption) to proceed within the framework of existing provincial and federal legislation; or
- (b) amend their existing Smoking By-laws to regulate the conditions under which the consumption of cannabis may occur in public places in the municipality.

City Legal Staff have reached out to other municipalities to determine their approach to regulate the consumption of cannabis in their municipality. Most municipalities consulted have elected to amend their existing Smoking By-law to be inclusive of cannabis. Markham, Richmond Hill and Shelburne however have elected to invoke strict conditions on cannabis use, essentially mirroring the approach laid out by the former Ontario government that prohibited consumption on all public property. A small number of municipalities have elected to take no action at this time, but rather rely on the federal/provincial framework and permit some time to determine the appropriate course of action for their municipality.

Regulating Consumption of Cannabis in Municipalities

2019 01 14

Page 5.

City Legal Staff have also reached out to Algoma Public Health ("APH"), who has and continues to enforce the City's Smoking By-law. APH has provided full support to option (b) above, namely to adding the "smoking or holding of lighted cannabis", "use of an electronic cigarette", vaping and any other hybrid or similar substances to the City's Smoking By-law. APH has stated that this shall:

- (a) ensure that consumption of all such substances (ie. Tobacco, Cannabis and Electronic Cigarettes) are treated in the same, all-inclusive manner; and
- (b) facilitate enforcement as it would be challenging for officers and specific training would be necessary to determine the substance being smoke/vaped otherwise.

APH has further recommended adding a provision to the Smoking By-law that makes all "parks" entirely smoke-free with the option of permitting same for special events. The rationale for same was ensuring that "smoking" of any substance was kept out of the view of children so that same was not viewed as a normalized act.

The City's Smoking By-law was enacted in 2003, with various amendments up to and including September 14, 2015. As stated, the Smoking By-law does not address vaping, electronic cigarettes or cannabis, which are more recent additions to the *Smoke Free Ontario Act, 2017*. Given same and the comments received from APH, Legal would recommend that the City's Smoking By-law be amended to add cannabis and electronic cigarettes to same, and to treat the consumption of such substances (smoking/vaping) in the same manner as tobacco. Further, given the recommendation made by APH, Legal further recommends that a provision be added to the Smoking By-law which prohibits smoking of tobacco, cannabis, and use of electronic cigarettes in any Park within the City of Sault Ste. Marie.

FINANCIAL IMPLICATIONS

APH presently enforces the City's Smoking By-law and will continue to do so. There is no other financial impact noted at this time.

STRATEGIC PLAN / POLICY IMPACT

This report is not directly linked to any strategic direction identified in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated 2019 01 14 concerning regulating the consumption of cannabis in

Regulating Consumption of Cannabis in Municipalities

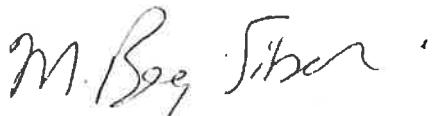
2019 01 14

Page 6.

municipalities be received and that City Council direct the Legal Department to amend City By-law 2003-7, to:

- (a) add cannabis and electronic cigarettes to same, so as to treat the consumption of cannabis and use of electronic cigarettes in the same manner as tobacco; and
- (b) add a provision that prohibits the smoking or other consumption of tobacco and cannabis and the use of electronic cigarettes in any public park within the City of Sault Ste. Marie, subject to an exemption for any special events as approved by City Council.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/tj
Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\Open - Regulation of Cannabis Consumption.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NUMBER 2003-7

SMOKING: (R.1.2.1) - A by-law to regulate smoking in public places and city buildings in the City of Sault Ste. Marie.

WHEREAS Subsection 213(2) of the *Municipal Act*, R.S.O. 1990, C. M.45 as amended, authorizes the council of a local municipality to pass a by-law regulating the smoking of tobacco in public places and workplaces within the municipality and designating public places or workplaces or classes or parts of such places as places in which smoking tobacco or holding lighted tobacco is prohibited;

AND WHEREAS section 115 of the *Municipal Act*, 2001 will continue to provide this authority when it comes into force on January 1, 2003;

AND WHEREAS it has been determined that second-hand smoke is a serious health hazard because of its adverse effects and risk to the health of all of the inhabitants in the Corporation of the City of Sault Ste. Marie;

AND WHEREAS it is desirable for the purpose of promoting and protecting the health, safety and welfare of the inhabitants of the City of Sault Ste. Marie to ensure that all public places and City buildings will be free from second hand smoke;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STF. MARIE ENACTS AS FOLLOWS:

PART I**1. DEFINITIONS**

1.0 In this by-law,

1.1 "**City**" means the Corporation of the City of Sault Ste. Marie;

1.2 "**City building**" means any building, owned, operated or leased by the City;

1.2(a) "**City entranceway**" means an area within an eight metre radius surrounding the public entrances to John Rhodes Centre located at 280 Elizabeth Street, the McMeeken Centre Arena located at 616 Goulais Avenue, the West End Community Centre located at 556 Goulais Avenue; [AMENDED BY BY-LAW 2012-37]

1.3 "**inspector**" means an employee or class of employee of Algoma Public Health authorized by the Medical Officer of Health to carry out an inspection under and to enforce the provisions of this by-law; [AMENDED BY BY-LAW 2009-155]

1.4 "**outdoor patio**" means an outdoor area or partially enclosed outdoor area that is adjacent to an establishment where food or beverages are sold and where food or beverages or both are consumed by the public;

(a) "**Outdoor area**" means an area that:

(a) is not covered by a temporary or permanent roof; or

- (b) if covered by a temporary or permanent roof,
 - (i) at least 35 percent of the total wall area, calculated from the floor to a height of 2.44 metres above the floor, must be open to the movement of outdoor air;
 - (ii) does not share open doors with a public place except when being opened to enter or exit the indoor area;
 - (iii) does not share open windows with a public place;
 - (iv) must not be used as the main entrance to the public place; and
 - (v) does not share thermostat controlled heating or air conditioning with a public place; [AMENDED BY BY-LAW 2005-13]
 - (c) There shall be no structure or part thereof located within .3 m. of the exposed perimeter walls; [AMENDED BY BY-LAW 2005-33]
 - (d) If covered by a temporary or permanent roof, there shall be no structure within .5 metres of such temporary or permanent roof; [AMENDED BY BY-LAW 2005-33]
- 1.4.B "**parkland**" means any and all lands owned by the City that has been or hereafter may be set apart, designated, dedicated or established by Council as public parkland; [AMENDED BY BY-LAW 2009-155]
- 1.4.C "**permitted event**" means an event for which a permit has been issued by the Community Services Department of the City of Sault Ste. Marie for City property; [AMENDED BY BY-LAW 2009-155]
- 1.5 "**person**" includes a corporation;
- 1.5.A "**playground area**" means an outdoor area established within parkland fitted with equipment such as, but not limited to, slides, swings and climbing equipment. The area is usually identified by a defined border which encloses an area of sand, rubber or any similar safety surface; [AMENDED BY BY-LAW 2009-155]
- 1.6 "**proprietor**" means the person who ultimately controls, governs or directs the activity carried on within a public place and includes the person actually in charge of the premises at any particular time;
- 1.7 "**public place**" means any building, structure, vessel, vehicle or conveyance, or part thereof, whether covered by a roof or not, to which the public has access as of right or by invitation, expressed or implied, whether or not a fee is charged for entry but does not include an outdoor patio or a street, road or highway.
- 1.7.A "**recreation field**" means any portion of parkland that is used for athletic, recreational or musical purposes to conduct organized activities. This includes, but is not limited to, a ball field, soccer pitch, football field, tennis court, player bench area, spectator area, food and beverage concession, skateboard park, outdoor rink or permitted events. This does not include parking facilities located adjacent or near the recreation field; [AMENDED BY BY-LAW 2009-155]
- 1.7.B "**Roberta Bondar Park Tent Pavilion**" refers to the large outdoor tent pavilion located at 65 Foster Drive; [AMENDED BY BY-LAW 2009-155]
- 1.8 "**smoke**" or "**smoking**" includes the carrying of a lighted cigar, cigarette, pipe or any other lighted smoking equipment, but does not include smoke or smoking where smoke or smoking is used in a stage production of a

theatrical performance and does not include or prohibit the holding of lit tobacco if the activity is carried out for traditional Aboriginal cultural or spiritual purposes.

PART II

2. PUBLIC PLACES AND CITY BUILDINGS

2.1 No person shall smoke in any public place within the City, or in a City building, whether or not a No Smoking sign is posted.

2.1.1. No person shall smoke at any City entranceway. [AMENDED BY BY-LAW 2007-154]

2.1.2. No person shall smoke on or within 20 metres of any playground area. [AMENDED BY BY-LAW 2015-151]

2.1.3 No person shall smoke on or within 20 metres of any recreation field. [AMENDED BY BY-LAW 2015-151]

2.1.4 No person shall smoke while under the Roberta Bondar Park Tent Pavilion, or within 15 metres of any entrance to the Roberta Bondar Park Tent Pavilion. [AMENDED BY BY-LAW 2009-155]

2.1.5 No person shall smoke on the Sault Area Hospital site located at 750 Great Northern Road, Sault Ste. Marie. [AMENDED BY BY-LAW 2011-48]

2.1.6 No person shall smoke on the Algoma Public Health site located at 294 Willow Avenue, Sault Ste. Marie. [AMENDED BY BY-LAW 2011-48]

2.2 Every proprietor of a public place shall:

- (i) ensure compliance with this bylaw;
- (ii) prohibit smoking in the public place;
- (iii) post No Smoking signs in accordance with Part III of this bylaw in conspicuous locations at every entrance and washrooms in the public place indicating that smoking is prohibited in the public place;
- (iv) ensure that no smoking related paraphernalia including ashtrays or matches are placed or permitted to remain in the public place.

2.3 The City shall:

- (i) prohibit smoking in City buildings;
- (ii) post No Smoking signs in accordance with Part III of this by-law in conspicuous locations at every entrance and washrooms in City buildings as well as at playground areas and recreational fields indicating that smoking is prohibited in these locations; [AMENDED BY BY-LAW 2009-155]
- (iii) ensure that no smoking related paraphernalia including ashtrays or matches are placed or permitted to remain in City buildings.

PART III

3. SIGNAGE REQUIRED

3.1 Every proprietor and the City shall post and maintain in conspicuous locations at each entrance to the facility and in the washrooms, a sign at least 14 centimetres (5.5 inches) by 14 centimetres (5.5 inches) in size that includes a depiction of the international No Smoking symbol at least 7.5 centimetres (3 inches), and lettering at least 0.8 centimetres (5/16 inch) high and at least 0.2 centimetres (1/16 inch) wide at the narrowest

point, with the rest of the letter sized proportionately, which reads "No Smoking - The Corporation of the City of Sault Ste. Marie".

- 3.2 Where a No Smoking sign is required to be placed or posted under this by-law, the sign shall have the proportions, characteristics and minimum measurements as set out in Section 3.1 as depicted in "Schedule A" and consist of two (2) contrasting colours, or if the lettering and graphic symbol are to be applied directly to surface or to be mounted on a clear panel, the lettering and graphic symbol shall contrast with the background.
- 3.3 Despite the fact that the symbol referred to in Schedule "A" is a cigarette, it is deemed to include a lighted cigar, cigarette, pipe or any other lighted smoking instrument.
- 3.4 Deviations from the colour or content of the sign prescribed by this section that do not affect the substance or that are not calculated to mislead do not vitiate the sign.
- 3.5 Any sign prohibiting smoking that refers to an old bylaw of the City is deemed to be referring to this by-law.

PART IV

4. WORKPLACES

- 4.1 Where an employer, within the meaning of the *Smoking in the Workplace Act*, R.S.O. 1990, C. S.13, designates a lunch room or cafeteria for employees as a smoking area, the employer shall also designate an area of equal or greater size as a lunch room or cafeteria for workers who do not smoke.
- 4.2 Despite section 4.1, no person shall smoke in any part of a workplace that is a public place.

PART V

5. ENFORCEMENT

- 5.1 The provisions of this By-law respecting the designation of non-smoking areas, the posting of signs and the duties imposed on the proprietor, employer or other person in charge of a playground area, recreation field, Roberta Bondar Park Tent Pavilion, public place or workplace shall be enforced by inspectors. [AMENDED BY BY-LAW 2009-155]
- 5.2 An inspector may, at any reasonable time, enter any designated public place for the purposes of determining compliance with this By-law. [AMENDED BY BY-LAW 2009-155]

PART VI

6. OFFENCES AND ENFORCEMENT

- 6.1 Any person who contravenes any of the provisions of this by-law, or who hinders or obstructs an inspector lawfully carrying out the enforcement of this by-law, is guilty of an offence and upon conviction is liable to a fine as provided for in the *Provincial Offences Act*, R.S.O. 1990, chapter 33, as amended.

PART VII**7. CONFLICTS**

- 7.1 If a provision of this by-law conflicts with an Act or Regulation or another by-law, the provision that is the most restrictive of smoking shall prevail.

PART VIII**8. SEVERABILITY**

- 8.1 If any section or sections of this by-law or part thereof, is found in any court of law to be illegal or void or beyond the power of the City to enact, such section or sections or part thereof shall be deemed to be severable and all other sections or parts of the by-law shall be deemed to be separate and independent thereof and to be enacted as such.

PART IX**9. REPEAL**

- 9.1 By-law 2000-140 is repealed, effective May 31st, 2004

PART X**10. EFFECTIVE DATE**

- 10.1 This by-law comes into effect on June 1st, 2004.

READ THREE TIMES and PASSED in Open Council this 13th day of January, 2003.

"John Rowswell"

MAYOR – JOHN ROWSWELL

"Donna Irving"

CLERK – DONNA P. IRVING

CONSOLIDATED BYLAWS\2003-7 Smoking By-law 2009 Consolidation

SCHEDULE "A" TO BY-LAW 2003-7

Information to the Public Regarding Restrictions on Smoking and Vaping

With the legalization of recreational cannabis and the negative effects of smoking and vaping, the Municipality of Sault Ste. Marie has enhanced its smoking bylaw to compliment the provincial Smoke-Free Ontario Act, 2017 (SFOA, 2017).

This includes the addition of public spaces that are smoke and vape free in an effort to provide a welcoming environment that contributes to the overall well-being of our residents and visitors.

The [Smoke Free Ontario Act](#) (SFOA, 2017) prohibits the smoking of tobacco, the use of electronic cigarettes (e-cigarettes) to vape any substance, and the smoking of cannabis (medical and recreational) to protect workers and the public from second-hand smoke and vapour.

These prohibited places include enclosed workplaces, enclosed public places, schools, indoor common areas in a condominium, apartment building or university or college residence, childcare centres, community recreational facilities, sporting areas, restaurant patios, hospitals and children's playgrounds and play areas.

In Sault Ste. Marie, these smoking and vaping restrictions will also apply to other areas including the black paved portion of the Hub Trail, Algoma Public Health property and at the Roberta Bondar Tent.

Smoking refers to the smoking or holding of lighted tobacco or **cannabis** (medical or recreational). Vaping refers to inhaling or exhaling vapour from an [e-cigarettes](#), or holding an activated electronic cigarette, whether or not the vapour contains nicotine.

Who Will Enforce these Restrictions?

Algoma Public Health has designated enforcement staff that will conduct regular proactive compliance activities related to the smoking bylaw during their regular inspections for smoking and vaping in public places and workplaces. They will also investigate on a complaint basis, notifications received from the public about alleged violations of smoking and vaping in locations that are prohibited under the municipal smoking bylaw.

What is the goal of enforcement?

Enforcement of the Smoke-Free Ontario Act and the Municipal Smoking Bylaw is to educate, facilitate and enforce general compliance with the restrictions that pertain to smoking and vaping in the community. The goal of bylaw enforcement is primarily aimed at achieving compliance in order to preserve the quality of life enjoyed by the citizens of Sault Ste. Marie.

How to Make a Complaint and what information is needed?

To make a complaint regarding an individual(s) smoking or vaping in a restricted location contained in either the Smoke-Free Ontario Act or the Sault Ste. Marie Smoking bylaws, the complainant is requested to provide the following information: Your name, phone number, email, date and time you saw smoking/vaping and a description of the person or people smoking/vaping.

Complaints from the public may be received in person, over the telephone, in writing, or online Link:
<http://www.algomapublichealth.com/environment-inspections/facility-complaint-form/>

What is the process for dealing with complaints from the public?

- All questions or complaints will be responded to as soon as possible.
- How much personal information you provide is up to you, however too little information may impact our ability to properly respond to or handle your request.
- Algoma Public Health staff and volunteers will not release your personal information to anyone without your consent unless there is a legal requirement.

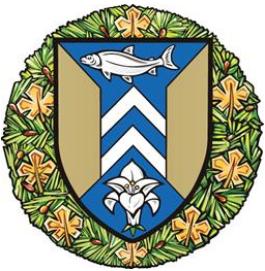
If I submit a complaint will I be notified of what the outcome is and what type of timeline can I expect for a response?

We are committed to providing accurate and timely information. Our enforcement staff will contact you if more information is required and then they will inform you after the complaint has been closed and what compliance action was taken.

How much are the fines for smoking or vaping in prohibited places?

To smoke or vape any substance in a prohibited place is a set fine of \$250.00 plus a victim surcharge of \$55.00. Total payable fine is \$305.00

If you have questions about the SFOA and/or the municipal smoking bylaw contact Algoma Public Health at: (705)759-5286 ehclerical@algomapublichealth.com



The Corporation of the City of Sault Ste. Marie

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

October 22, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT: Legal Department
RE: Standard Licence to Occupy City Property Agreement

PURPOSE

The purpose of this report is two-fold:

- (a) to request Council's approval of a standard form Licence to Occupy City Property Agreement to be used for future Licence to Occupy City Property Agreements required by the City, other than for Community Events and Downtown Patios; and
- (b) to delegate to the Assistant City Solicitor/Senior Litigation Counsel or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie.

BACKGROUND

The City Legal Department receives requests from constituents and businesses for a Licence to Occupy City Property for various reasons, including landscaping purposes, gardens, telecommunication infrastructure needs, etc. The requests are separate and apart from Licence requests for Community Events and Downtown Patios which have already received Council approval to proceed by way of standardized Agreement.

Upon receipt of such requests, the Legal Department circulates same to relevant City Departments, the Sault Ste. Marie Region Conservation Authority and, if applicable, other relevant agencies for comment. If comments are favourable, the Licence to Occupy City Property is brought forward to Council for formal approval.

ANALYSIS

The standardized Licence to Occupy City Property Agreement contains the usual standard terms to any Licence to Occupy City Property that is recommended to Council and addresses any concerns to the use of City property. This includes liability and insurance requirements, a requirement that the property owner permit the City and/or any relevant utilities with access to the City lands if required, that the property owner is responsible

Standard Licence to Occupy City Property Agreement

2019 10 22

Page 2.

for all taxes if so assessed because of the use of City Property and a method for terminating the Licence.

Council has approved standardized Agreements for Patios, Events and Encroachment Agreements. Having a standardized Licence to Occupy City Property Agreement similarly provides an efficient and streamlined process for future requests should comments be favourable to the granting of a requested Licence.

As with Encroachment Agreements, the standard Licence to Occupy City Property Agreement provides an option for a fee to be charged for the Licence and same will be decided on a case by case basis, depending on the proposed use of land.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter. As with Encroachment Agreements, the standard Licence to Occupy City Property Agreement provides an option for a fee to be charged for the Licence and same will be decided on a case by case basis, depending on the proposed use of land.

STRATEGIC PLAN / POLICY IMPACT

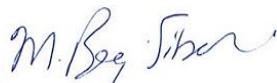
This is an operational matter not articulated in the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-210 located elsewhere on your agenda, approves the standard form Licence to Occupy City Property Agreement to be used for future Licence to Occupy City Property Agreements required by the City, other than for Community Events and Downtown Patios, and further delegates to the Assistant City Solicitor/Senior Litigation Counsel or his/her delegate signing authority to execute same on behalf of the City of Sault Ste. Marie and is recommended for your approval.

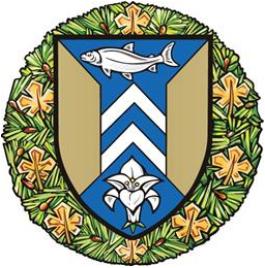
Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation
Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

MBS/da

LEGAL\STAFF\COUNCIL\REPORTS\2019\STANDARD LICENCE OF OCCUPATION AGREEMENT (PR1).DOCX



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

October 22, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: License Agreement and Noise By-law Exemption for Remembrance Day Ceremony Gun Salute (49th Regiment Artillery)

PURPOSE

The purpose of this report is to request Council's approval of a License Agreement (the "License Agreement") between the City (the "Licensor") and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (the "Licensee"), to permit the Licensee to use the property located in the vicinity of the Roberta Bondar Pavilion (Hub Trail Boardwalk) (the "Premises") for the purpose of the Remembrance Day Ceremony Gun Salute, in support of the annual Remembrance Day commemoration (the "Event"), scheduled for November 11, 2019.

BACKGROUND

The Licensee contacts the City annually to request permission to hold the Event at the Hub Trail Boardwalk. The Event will be held on November 11, 2019.

ANALYSIS

The Event requires a License Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence. The License Agreement confirms that permission has been given for the said event.

The Licensor acknowledges that the Licensee is self insured.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Remembrance Day Ceremony Gun Salute

2019 10 22

Page 2.

By-law 2019-202 which authorizes a License Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, appears elsewhere on the Agenda and is recommended for approval; and

By-law 2019-203, being a by-law to amend Noise Control By-law 80-200 to exempt from the By-law the Remembrance Day Ceremony Gun Salute on November 11, 2019 also appears elsewhere on the Agenda and is recommended for approval.

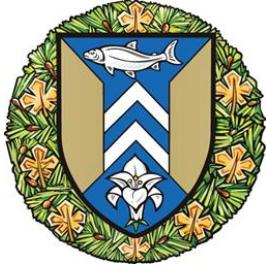
Respectfully submitted,



Karen Fields
City Solicitor
705.759.5407
k.fields@cityssm.on.ca

KF/da

LEGAL\STAFF\COUNCIL\REPORTS\2019\REMEMBRANCE DAY CEREMONY GUN SALUTE (R1.41).DOCX



The Corporation of the City of Sault Ste. Marie

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

October 22, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Licence Agreement for 64 Church Street (Hub Trail)

PURPOSE

The purpose of this report is to seek Council's approval of a Licence Agreement (Vacant Land) between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services ("MGCS") regarding a portion of the Sault Ste. Marie Hub Trail ("Hub Trail") located on the MGCS property at 64 Church Street, Sault Ste. Marie.

BACKGROUND and ANALYSIS

This Licence Agreement is required to utilize the lands for the purpose of seating areas on the Hub Trail and the walking path itself. At the time of the conception of the Hub Trail, the City reached an understanding with the Province to use property fronting on the St. Mary's River and owned by Her Majesty the Queen. A complexity arose that resulted in the required Licence Agreement only encompassing a portion of the lands required. This resulted as two distinct Provincial entities had control over the required lands. Later negotiations commenced and Legal most recently solidified use of the remaining lands by way of the proposed Licence Agreement.

FINANCIAL IMPLICATIONS

The Agreement has a fee totalling \$1,500.00 for the 5-year term, which is payable by the City. This amount can be accommodated under the Legal Departments annual leased property budget.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Licence Agreement for 64 Church Street (Hub Trail)

2019 10 22

Page 2.

By-law 2019-209 is located elsewhere on your agenda and authorizes the Licence Agreement (Vacant Land) between the City and Her Majesty The Queen in Right of Ontario as Represented by the Minister of Government and Consumer Relations and is recommended for approval.

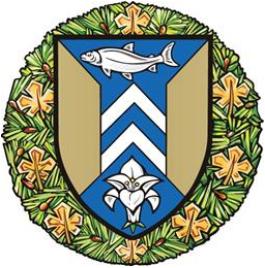
Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

Enclosures

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\Licence Agreement-64 Church Street-Hub Trail.docx



The Corporation of the City of Sault Ste. Marie

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

October 22, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Rick Borean, Supervisor of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Celebrate Canada Program-Funding Application

PURPOSE

The purpose of this report is to request Council approval to apply to the Department of Canadian Heritage – Celebrate Canada Program for financial assistance for the City's Canada Day Celebration on July 1, 2020.

BACKGROUND

Each year, the Community Development & Enterprise Services Department, Recreation and Culture Division coordinates July 1st Canada Day Celebrations held at Roberta Bondar Park. This celebration includes protocol opening ceremonies, family entertainment throughout the day, followed by a fireworks presentation at dusk. An application is made annually to the Department of Canadian Heritage for financial assistance. In 2019, the City received \$11,750, which assisted with programming for the Canada Day celebrations.

ANALYSIS

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

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

The Strategic Plan does not specifically address this matter.

Celebrate Canada Program-Funding Application

2019 10 22

Page 2.

RECOMMENDATION

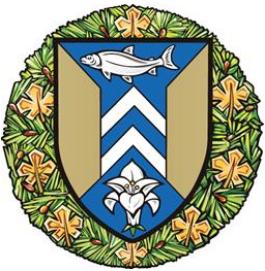
It is therefore recommended that Council take the following action:

“Resolved that the report of the Supervisor of Community Services dated 2019 10 22 concerning the 2020 Celebrate Canada Program Funding be received and the recommendation that staff be authorized to apply to the Department of Canadian Heritage for the 2020 Celebrate Canada Program upon its opening, to assist in funding the City of Sault Ste. Marie Canada Day Celebration be approved.”

Respectfully submitted,



Rick Borean
Supervisor of Community Services
705.759.5312
r.borean@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

October 22, 2019

TO: **Mayor Christian Provenzano and Members of City Council**
AUTHOR: **Stephen Turco, Senior Planner, RPP**
DEPARTMENT: **Community Development and Enterprise Services**
RE: **Wayfinding Memorandum of Understanding – Destination Northern Ontario**

PURPOSE

The purpose of this report is to recommend that the City enter into a Memorandum of Understanding (MOU) with Destination Northern Ontario, to facilitate a funding partnership that would be used to implement a series of bilingual wayfinding signs in Sault Ste. Marie.

BACKGROUND

Earlier this year, staff began discussions with Destination Northern Ontario about the possibility of funding wayfinding signage in Sault Ste. Marie. At the time, staff were in the process of developing a wayfinding strategy, and as part of the 2019 budget, City Council had approved \$50,000 for the implementation of wayfinding signage.

Destination Northern Ontario is a provincial agency that is administering a FedNor funding program to improve tourism signage in Northern Ontario. When partnering with municipalities, Destination Northern Ontario and FedNor will provide two-thirds funding for bilingual signage.

ANALYSIS

Future SSM and City staff are collaborating on the development of a comprehensive wayfinding strategy. This strategy is almost complete, and will be presented to Council shortly. As part of this strategy, the City's main entrance signs (located at the east, north, and at the airport) are proposed to be replaced with new, trilingual (English, French and Anishinabek) signage that is consistent with the recently approved Community Branding strategy.

By entering into the MOU, the City will be able to leverage an additional \$100,000 that can be used for wayfinding. While not all of the signage currently identified in the Wayfinding strategy will be tri-lingual, entrance signs are proposed to be. These signs are typically larger in size, and require more significant infrastructure, such as support pillars, and lighting.

Should Council approve the MOU, staff will finalize the wayfinding strategy (seek Council's approval of the strategy) and initiate a procurement process to develop the entrance signs. At present, three entrance signs will need to be replaced. Staff will also explore the

Wayfinding Memorandum of Understanding – Destination Northern Ontario

2019 11 22

Page 2.

opportunity to install entrance signs at other entry points (possible locations include near the International Bridge plaza, or at the west city limit at Second Line and Town Line). There may also be additional, smaller boundary marker signs at the edge of certain locations (such as at the entry points of downtown, or close to key points of interest).

FINANCIAL IMPLICATIONS

As part of the 2019 Budget, Council approved \$50,000 to be used for the implementation of the Wayfinding strategy. By entering into the attached MOU, the approved \$50,000 can be used to leverage an additional \$50,000 from Destination Northern Ontario, and additional \$50,000 from FedNor.

Should Council approve this MOU, the City will make a one-time payment of \$50,000 to Destination Northern Ontario, as they will administer the funds. The City shall be responsible for the procurement of fabrication and installation of the signs (as per the City's procurement processes), however, all payments to the successful contractor will be made by Destination Northern Ontario. As part of the MOU, it is understood that the fabrication and installation of the bilingual signage cannot exceed \$150,000.

STRATEGIC PLAN / POLICY IMPACT

The proposed funding agreement aligns with the Corporate Strategic Plan, specifically, under the focus area – Community Development and Partnerships. The Strategic Plan encourages engagement and the exploration of mutual goals to grow our community, and collaboration with community partners and stakeholders.

RECOMMENDATION

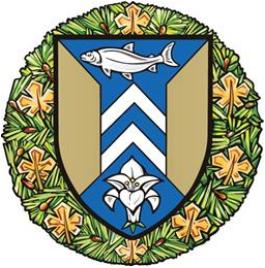
It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Plan, dated October 22, 2019, be received and Council approve By-law 2019-213 for the signature of the Memorandum of Understanding which is listed elsewhere on the Agenda.

Respectfully submitted,



Stephen Turco, RPP
Senior Planner
s.turco@cityssm.on.ca
705.759.5279



The Corporation of the City of Sault Ste. Marie

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

October 22, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Batchewana First Nation – Rankin Traffic Access EA

PURPOSE

The purpose of this report is to obtain Council approval to single source professional engineering services for the Environmental Assessment of the Anna Street connection to Bawahting Miikun.

BACKGROUND

At the 2019 05 21 meeting of Council, it was recommended that a letter of support be written to the Batchewana First Nation for the new traffic connection of Anna Street to Bawahting Miikun. The letter of support was written and sent in June 2019. In the report to Council, it stated that the extension of Anna Street will require a Schedule B EA under the EA Act.

ANALYSIS

This project will be completed in partnership with Batchewana First Nation. Batchewana First Nation uses WSP Canada Inc to complete the servicing work on the Rankin Reserve. In accordance with the Procurement Policies and Procedures By-law, section 22(3), it is recommended that the work be single sourced to WSP Canada Inc due to their relationship with Batchewana First Nation.

City staff will prepare appropriate engineering agreements that will be brought to Council at a later date.

FINANCIAL IMPLICATIONS

The engineering fee estimate for the Anna Street EA is \$38,850 and includes a \$5,000 allowance to address comments in the event of a Part II Order Request. Batchewana First Nation has committed to share 50% of the costs with the City up to a maximum of \$20,000. As part of the 2019 budget process, \$50,000 was approved for Miscellaneous Construction for unforeseen items. The City's portion of WSP's fee can be accommodated within this budget.

October 22, 2019

Page 2

STRATEGIC PLAN / POLICY IMPACT

Traffic circulation with neighbouring jurisdictions is linked to the infrastructure components of the strategic plan.

RECOMMENDATION

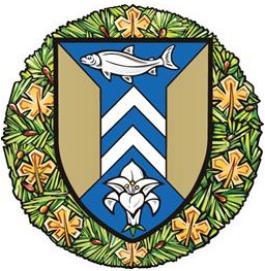
It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services Engineer dated 2019 10 22 concerning the Anna Street EA be received, and the recommendation that engineering services be awarded to WSP Canada Inc., be approved.

Respectfully submitted,



for Maggie McAuley, P. Eng.
Municipal Services Engineer
705.759.5385
m.mcrauley@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

October 22, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, Manager of Design & Transportation Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Storm Sewer Repair on Group Health Centre and Canadian Tire Easements

PURPOSE

The purpose of this report is to request Council approval to issue a tender by invitation to replace an 85m long section of City storm sewer located on private property, which is in urgent need of replacement.

BACKGROUND

As Council is aware, in 2017/18 the City reconstructed a storm sewer from Pim Street to Poplar Park, and up to McNabb Street near The Group Health Centre. At the north limit of this project, there is a large diameter storm sewer that flows through an easement across Canadian Tire and Group Health Centre (GHC) properties which has outlived its useful life. Over recent years, sinkholes have appeared along the surface of this sewer that Public Works has had to repair and fence off causing the closure of a portion of the Group Health Centre parking lot. After the significant rain event on September 30, 2019 the condition of this sewer has further deteriorated to the point that Public Works can no longer fill in the sinkholes and replacement is now the only solution.

At the 2019 09 23 meeting of Council, a report entitled 2020 Capital Roads Program was received which included the replacement of this section of storm sewer to be completed in 2020. Further, an allowance for this work was to be included in the 2020 budget request.

ANALYSIS

Due to the severity of sinkholes on GHC and Canadian Tire property, the existing sewer needs to be replaced immediately in order to get the GHC parking lot back open before winter.

As part of the design of the 2018 replacement of the sewer from Pim Street to Poplar Park, and up to McNabb Street near the GHC, a 1500mm diameter stub was put in place and connected to allow for the future reconstruction of the sewer through GHC property. In order to expedite the procurement process, the Engineering Division is requesting

Council approval to send out tender invitations to local sewer contractors to complete this work prior to winter. It is anticipated that the tender process will take two weeks and Staff will be back to Council on 2019 11 18 to recommend awarding a Contract. If approved, Staff will adjust their 2020 budget request accordingly.

FINANCIAL IMPLICATIONS

Staff anticipate that the cost of the repair can be accommodated within the remaining funds from the 2019 Road Construction Budget. Actual costs will be presented for approval at the 2019 11 18 meeting.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

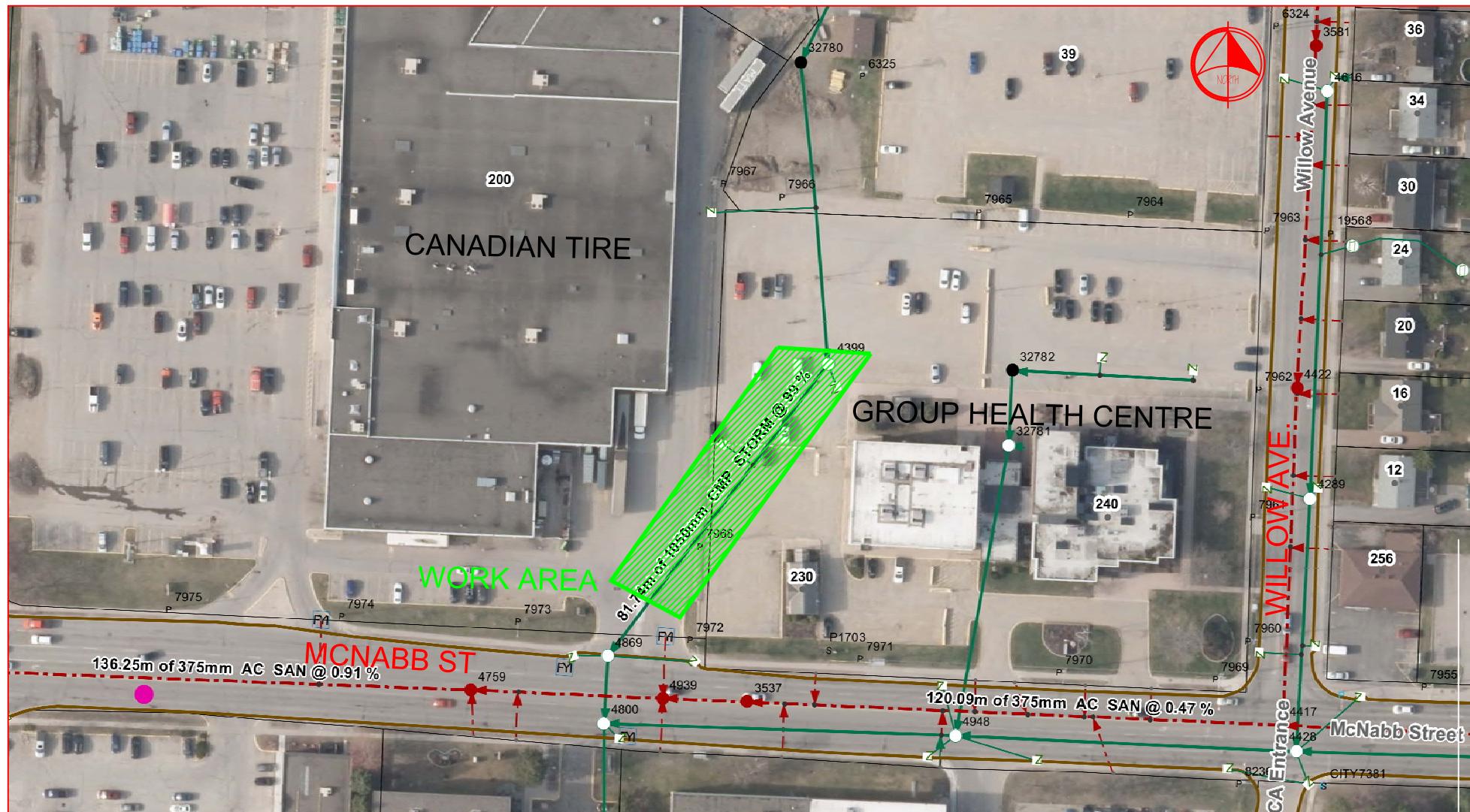
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated 2019 10 22 concerning the Storm Sewer Repair on Group Health Centre and Canadian Tire Easements be received, and that Council authorize Staff to issue a construction tender by invitation to local contractors to complete this work, be approved.

Respectfully submitted,

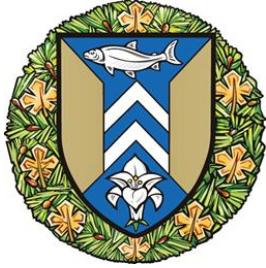


Carl Rumiell, P. Eng.
Manager of Design & Transportation
Engineering
705.759.5379
c.rumiell@cityssm.on.ca



STORM SEWER REPLACEMENT
CANADIAN TIRE/GROUP HEALTH CENTRE
PARKING LOT

PROJECT AREA
OCTOBER 2019



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

October 22, 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: SSMADC Economic Development Fund Request

PURPOSE

The purpose of this report is to seek Council's approval for a request of the Economic Development Fund (EDF) from the Sault Ste. Marie Airport Development Corporation (SSMADC) to expand and enhance existing infrastructure.

BACKGROUND

The Sault Ste. Marie Airport Development Corporation (SSMADC) is a private not-for-profit Corporation that owns and operates the Sault Ste. Marie Airport. The SSMADC was established in response to the Federal Government's National Airport Policy (1994). Ownership was first offered to provincial and local governments, airport commissions, private business or other interest. The SSMADC took over ownership of the Airport on March 28, 1998.

SSMADC is requesting \$200,000 over two years that will contribute to a \$5.3M project to enhance existing infrastructure, allowing for further expansion of current tenants and the attraction of new tenants. More details can be found in Attachment A - SSMADC EDF Application.

The project funding is contingent on contributions from other levels of government and is proposed as follows:

Organization	Amount
SSMADC (confirmed)	\$994,850
NOHFC (pending)	\$2,000,000
FedNor (confirmed)	\$1,805,150
Accommodation/housing developer (confirmed)	\$300,000
City of SSM EDF (Pending)	\$200,000
Total	\$5,300,000

This project is being undertaken to expand and enhance the above and belowground infrastructure at the airport. This enhanced and expanded infrastructure will allow the airport to support the continued growth opportunities of existing airport tenants such as JD Aero and Sault College. It will also allow for the attraction of new tenants to the airport such as an accommodation/housing development, a new University flight-training program and a potential aircraft painting facility. All of these expansions

will allow the airport to maximize its land use and help to generate new and additional revenue for the airport.

More detail on each opportunity can be found in the attachment and include:

- 1) JD Aero has the opportunity to expand by one additional hangar and increase their staffing levels by roughly 50% which would bring their total staffing levels to roughly 200 to 240 employees.
- 2) SSMADC is committed to working closely with Sault College as they look to expand their commercial flight-training program. Current plans are for a maximum 10% increase in students per year, for a five-year period, starting in 2020. This will increase the in-take into the program from 100 students per year to 150 students per year. Each student is required to fly 400 hours to graduate and, factoring one flight as an hour, this translates to 10,000 additional aircraft movements created per year.
- 3) SSMADC is committed to attracting new flight training opportunities to the Sault Airport and is working closely with the new Commercial Pilot Training Program “ONTAir the University Commercial Airline Pilot School”. This organization is looking at Sault Ste. Marie as a possible location. This program would have a proposed intake of 100 plus students per year and after four years will have a steady state of 400 students per year. There will be simulator work for students along with the required flying time. This will create flight instructor jobs, educator jobs, maintenance jobs, and simulator jobs.
- 4) SSMADC has been working very closely with the SSMECD over the past several years to bring new expansion to the airport and one of the initiatives currently being developed is an accommodation/housing development. A market study has been completed and it is anticipated the operation would lead to the creation of 30 to 40 jobs.
- 5) A study has been completed (commissioned by the SSMADC and SSMECD and completed by Explorer Solutions) in regards to the potential for an aircraft painting facility at the airport. This type of facility would create the potential for 30 well-paid employees.
- 6) SSMADC is also working with the SSMECD to bring the airport property to an “investment ready” state in order to allow for the leasing of airport lands to help generate new revenue. Options for investment attraction contemplated are small manufacturing, retail, gas station with car wash, RV Park, etc.

In order to be investment ready for these opportunities, SSMADC has developed a two-phase project which is outlined in the table below:

Phase	No	Project Cost Category	Proposed Capital Costs	Associated Consulting Fees	Total Proposed Project Costs
1	1	Expansion of Water Treatment, supply and storage for 2 new hangars and onsite hotel	\$1,105,000.00	\$195,000.00	\$1,300,000.00
	2	Sewage Treatment and Disposal for 2 new hangars and onsite hotel	\$1,190,000.00	\$210,000.00	\$1,400,000.00
	3	Water and sewer mains, hydrants and appurtenances	\$918,000.00	\$162,000.00	\$1,080,000.00
Total Project Costs – Phase 1			\$3,213,000.00	\$567,000.00	\$3,780,000.00
2	4	Parking Lot Relocation	\$722,500.00	\$127,500.00	\$850,000.00
	5	Site Access Road Relocation	\$357,000.00	\$63,000.00	\$420,000.00
	6	Electrical Upgrades	\$212,500.00	\$37,500.00	\$250,000.00
Total Project Costs – Phase 2			\$1,292,000.00	\$228,000.00	\$1,520,000.00
Total Project Costs			\$4,505,000.00	\$795,000.00	\$5,300,000.00

SSMADC has indicated that the infrastructure project will enable the expansion of operations located at the airport, which will create up to 175 FTE positions:

Organization	Direct, full-time jobs
JD Aero	100
Sault College	25
Accommodation/housing developer	50
TOTAL FTE	175

On August 26th, a funding announcement took place and MP Terry Sheehan confirmed FedNor funding of has been approved for this project.

ANALYSIS

Currently, infrastructure at the airport does not allow for any growth or expansion. SSMADC has indicated the water supply system is already incapable of meeting tenant needs while maintaining an adequate supply for firefighting purposes as required under the Ministry of Environment guidelines and the Ontario Building Code. The existing sewage treatment facilities and electrical system also require improvements in order to allow for tenant expansion or additional tenants. Additionally, half of the total parking will require relocation to provide space for accommodation/housing opportunities. This relocation will provide an opportunity to increase parking capacity in anticipation of increased demand.

The existing opportunities presented by SSMADC are creditable and present near term development for the community:

- City staff have been working with JD Aero to address their labour force needs and understand of the potential for growth within this company. The Rural and Northern Immigration Pilot Program should help to address this need along with the host of other activities being undertaken to promote career opportunities and develop talent.
- Sault College has described the growth potential of their aviation program and the data provided by SSMADC is compelling - pilot shortage figures in Canada show that Canada will be 3,000 pilots short by 2025. There are 1,200 pilots licenced per year in Canada which is down 28% from 2009. 40% of these students in Canada are foreign students and leave to

return and work in their home country or another country. Canada needs an increase of at least 300 more licensed pilots per year. Pilot/crew shortage will have to be handled with reduced frequency or reduction in frequency due to increase in aircraft size, or cancellation of the routes that are less profitable.

- SSMADC has indicated they have a confirmed contribution from an accommodations/housing developer with a completed market study to advance this new facility.

The potential to attract an additional flight training school, airplane paint operation and other industry to the airport are more speculative but direct conversations are underway and provide additional incentive/justification for the project.

From a SSMADC perspective, all of the above will provide the airport with the benefits of revenue diversification, which is a long sought-after goal of the organization and would enable them to rely less on the cyclical airline industry. This allows the airport to maintain lower aviation fees to the airlines and thereby provide the benefit of lower airfares for those that travel by air. It also provides the benefit of additional employees working directly at the airport (which is a boost to existing tenant services such as the restaurant). This project will also improve the competitive advantage of the Sault Ste. Marie Airport when compared to competitors in allowing the airport to finally be investment ready i.e., have the ability to move quickly for a business to build a location at the airport because the site services (water/sewage) would already be in place. Other airports such as Sudbury and North Bay have already built industrial parks that have the site-servicing ready to go.

SSMADC provided data indicates that recent economic impact studies completed for the Canadian Airports Council (CAC) have shown that the direct impact of 1,000 Take-Offs and Landings to be: 30 Jobs; \$2M in Wages; \$3M in GDP; \$8M in economic Output; and \$1M in taxes. Sault Ste. Marie currently averages roughly 60,000 movements per year. The projected economic impact that will be seen by the expansion outlined above, if all of the opportunities are secured, would be roughly the equivalent of an additional 20,000 aircraft movements per year. This is summarized in the following chart:

Economic Impacts based on Average Aircraft Movements per year	Current	Additional Increase Projected	Total
Sault Ste. Marie Average Aircraft Movements per year	60,000	20,000	80,000
Jobs	1,800	600	2,400
Wages (Million)	\$120	\$40	\$160
GDP (Million)	\$180	\$60	\$240
Economic Output (Million)	\$480	\$160	\$640
Taxes (Million)	\$60	\$20	\$80

Overall, this project presents a strong opportunity to advance the SSMADC, assist in the expansion of private sector businesses and post-secondary programs which will create new jobs and attract people to Sault Ste. Marie. Furthermore, this expansion has significant potential for increased tax assessments for the City of Sault Ste. Marie.

FINANCIAL IMPLICATIONS

The current uncommitted balance of the 2019 EDF fund is \$284,300.78 and the addition of the cancelled projects from the August Council meeting (\$264,500) leaves a balance of \$548,800.78.

SSMADC has received funding twice in the past – in 2011 they received \$200k for a hangar expansion and in 2015 \$250k for a separate hangar expansion project.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships – Maximize Economic Development and Investment: We foster an environment where economic development dollars are maximized so that existing and new business can flourish. This project aligns with the Future SSM project in supporting economic growth and diversification and creating a more vibrant and attractive community.

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 09 09 concerning the EDF application from the Sault Ste. Marie Airport Development Corporation for its expansion project be approved in the amount of \$100,000 for the years 2019 and 2020 respectively for a total of \$200,000 over two years.

Respectfully submitted,



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

4.1 Applicant Information

4.1.1 Legal name of business/organization:

Sault Ste. Marie Airport Development Corporation

4.1.2 Names of Officers, Directors & Principals:

Jerry Dolcetti, Chair
Dan Lewis, Vice-Chair
Allan Frederick, Treasurer
Douglas Lawson, Secretary
Joe Krmpotich, Director
Pelham Matthews, Director
Gino Cavallo, Director
Gene Nori, Director
Tyler Wilson, Director
Terry Bos, President and CEO
Jim DeGasparro, SMS/Operations Manager & Fire Chief.

4.1.3 History of Organization:

The Sault Ste. Marie Airport Development Corporation (SSMADC) is a private not-for-profit Corporation that owns and operates the Sault Ste. Marie Airport. The SSMADC was established in response to the Federal governments National Airport Policy (1994). Ownership was first offered to provincial and local governments, airport commissions, private business or other interest. The SSMADC took over ownership of the Airport on March 28, 1998.

The Sault Ste. Marie Airport Development Corporation is requesting a total contribution of \$200,000 over 1 or 2 years from the EDF.

4.1.4 Organization mandate:

The SSMADC's Vision Statement is: To be a vibrant and innovative gateway to and from the centre of the Great Lakes, Canada and North America. The SSMADC's Mission Statement is: Providing trusted friendly aviation services.

4.1.5 Key contact for initiative:

Terry Bos, President & CEO

4.1.6 Contributing partners:

FedNor Industry Canada

Northern Ontario Heritage Fund (NOHFC)

Sault Ste. Marie Airport Development Corporation (SSMADC)

Private Sector

4.2 Project Information

4.2.1 Project description:

This project is being undertaken to expand and enhance the above and below ground infrastructure at the airport. This enhanced and expanded infrastructure will allow the airport to support the continued growth opportunities of existing airport tenants such as JD Aero, and Sault College. It will also allow for the attraction of new tenants to the airport such as an accommodation/housing development, a new University flight training program, and a potential aircraft painting facility. All of these expansions will allow the airport to maximize its land use and help to generate new and additional revenue for the airport. Each of the potential hangar facilities would be similar to the previous JD Aero expansions that created new assessment of roughly \$2.2 million which generates municipal tax revenue of \$90,000 per year. It is expected that there is a potential for one or two new facilities. The accommodations facility would be brand new and we don't have history to determine what the assessment on it would be, but the construction costs are expected to be in the \$10 to \$10.5 million range which should lead to at least new assessment in the \$2.5 million range.

The support provided to tenants to allow for their growth and expansion is seen at a number of tenant companies. First, there is the potential for additional expansion at JD Aero i.e. another hangar facility. JD Aero currently employs 140 employees and if the proper skilled employees could be found they have the opportunity to expand by one additional hangar and increase their staffing levels by roughly 50% which would bring their total staffing levels to roughly 200 to 240 employees. The SSMECD and the City of Sault Ste. Marie are working on development of a recruitment initiative to assist JD Aero in obtaining skilled workers, which could potentially be achieved via the new Rural Immigration Project. Labour is the most significant inhibitor to growth for JD Aero and is essential if the company is to continue to grow at the same pace.

Second, the SSMADC is committed to working closely with Sault College as they look to expand their commercial flight training program. Current plans are for the maximum 10% increase in students per year for a five-year period starting in 2020. This will increase the in-take into the program from 100 students per year to 150 students per year. Each student is required to fly 400 hours to graduate, factoring 1 flight as an hour that would be 10,000 additional aircraft movements per year created. Pilot shortage figures in Canada show that Canada will be 3,000 pilots short by 2025. There are 1,200 pilots licenced per year in Canada which is down 28% from 2009. 40% of these students in Canada are foreign students and leave to return and work in their home country or another country. Canada needs an increase of at least 300 more licenced pilots per year. Pilot/crew shortage will have to be handled with reduced frequency or reduction in frequency due to increase in aircraft size, or cancellation of the routes that are less profitable. The SSMADC is committed to working with Sault College for any other program expansions that could take place at the airport.

In regards to the attraction of new tenant, the SSMADC is committed to attracting new flight training opportunities to the Sault Airport and is working closely with the new Commercial Pilot Training Program “ONTAir the University Commercial Airline Pilot School” that is looking at Sault Ste. Marie and Algoma University as a possible location. This program will have an intake of 100 plus students per year and after four years will have a steady state of 400 students per year. Again, there will be simulator work along with the required flying time. This will create flight instructor jobs, educator jobs, maintenance jobs, and simulator jobs.

Continuing with potential new tenant opportunities the SSMADC has been working very closely with the SSMEDC over the past several years to potentially bring new expansion to the airport. One of the initiatives currently being worked on is for an accommodation/housing development. A market study has been completed for an on-site accommodation/housing facility this will lead to the creation of 30 to 40 jobs in the accommodation/housing facility, it will also assist JD Aero in providing temporary housing for their out of town employees, as well as for the companies that they do work for employees. On top of that it will provide lodging for MNRF employees that come to town for simulator training, as well as close proximity lodging for the airline and cargo aircraft pilots.

Also, in looking at the attraction of new tenants a study has been done (commissioned by the SSMADC and SSMEDC and completed by Explorer Solutions) in regards to the potential for an Aircraft Painting facility at the airport. This potential facility is also faced with a lack of skilled labour in the Sault and area which is making it difficult to attract a company to build and operate such a facility. This type of facility would create the potential for 30 well paid employees.

The SSMADC is also working with the SSMEDC to bring the airport property investment ready in order to allow for the leasing of airport lands to help generate new revenue. This will include additional water capacity as well as upgrades to the sewage treatment facility. This will allow for the attraction of many different companies to the airport that will not necessarily be aviation related but would rely on aviation as part of their operation. Options here are small manufacturing, retail, gas station with car wash, RV Park, etc.

4.2.2 Objectives:

To enhance the airports strategic position to expand and grow the airport facilities in an orderly manner. The expansion of this infrastructure project is compliant with the land use plan of the airport.

The Sault Ste. Marie Airport Development Corporation (SSMADC) is the owner and operator of the Sault Ste. Marie Airport. The SSMADC has owned and operated the airport since March 28, 1998. The SSMADC has no parent company, nor any subsidiaries. The SSMADC has roughly \$4.5 million in sales annually and employs a total of 21 employees. The only location for the SSMADC is at the airport itself 475 Airport Road in Sault Ste. Marie, Ontario. The geographic area served is roughly Blind River / Elliot Lake to the East and White River to the north. The Sault Ste. Marie Airport is the only regional commercial passenger carrying airport between Sudbury and Thunder Bay and therefore provides the necessities to Sault Ste. Marie and surrounding communities for quality of life getaways, medical emergency flights, business travel, cargo flow, and family and friend travel. The airport also houses two flight schools, two car rental agencies, a restaurant, a major FBO/MRO as well as an additional FBO and an additional MRO, home to many private aircraft and the home base for the MNRF water bombers.

As reported in the SSMADC 2014 to 2023 Land Use and Master Plan report, the Sault Ste. Marie Airport provides in 2013 value a total GDP impact (direct, indirect and induced) that accrues from operations of \$39.3 Million and the level of output corresponds to 430 Full Time Equivalent jobs.

This expanded airport industrial park would be a win/win scenario with not only the airport and Sault Ste. Marie benefitting but also the region of Northern Ontario.

4.2.3 Performance targets:

The performance targets of the project are to have the infrastructure in place at the airport to allow for further expansion of tenants and the attraction of new tenants. It is anticipated that sufficient water, sewage, and electrical capacity will be added to the airport to allow for the expansion of both JD Aero and Sault College including potential new hangar facilities for each organization. It will also provide the necessary infrastructure to allow for a new flight training program to set up in Sault Ste. Marie – ONTair North the University Commercial Airline Pilot School. Also the parking lot and access road relocation will allow for the commercial developer to build an accommodation/housing development at the airport.

All of the above will provide the airport with the benefits of revenue diversification, a long sought-after goal to rely less on the cyclical airline industry and more on other areas. It will provide the benefit of additional employees working at the airport and what the additional employees will mean to existing tenant services such as the restaurant. It will allow the airport to maintain lower aviation fees to the airlines and thereby provide the benefit of lower airfares for those that travel by air.

Recent Economic Impact Studies completed for the Canadian Airports Council (CAC) have shown that the direct impact of 1,000 Take-Offs and Landings to be: 30 Jobs; \$2M in Wages; \$3M in GDP; \$8M in economic Output; and \$1M in taxes. Sault Ste. Marie currently averages roughly 60,000 movements per year. The projected economic impact that will be seen by the expansion outlined above if all of the opportunities are secured would be roughly the equivalent of an additional 20,000 aircraft movements per year, between Sault College expansion, the new ONTAir the University Commercial Airline Pilot School, and the additional aircraft that would come in for service via JD Aero's expansion. This is summarised in the following chart:

Economic Impacts based on Average Aircraft Movements per year	Current	Additional Increase Projected	Total
Sault Ste. Marie Average Aircraft Movements per year	60,000	20,000	80,000
Jobs	1,800	600	2,400
Wages (Million)	\$120	\$40	\$160
GDP (Million)	\$180	\$60	\$240
Economic Output (Million)	\$480	\$160	\$640
Taxes (Million)	\$60	\$20	\$80

In order to meet the above mentioned performance targets, these key activities must be undertaken:

Obtaining funding approvals from all of the requested funding partners is key. This project cannot proceed without the support of each of the funding partners including the EDF request. In order to expand the water and sewage capacity at the airport it will be necessary to obtain approvals from the MOE. The project will then need to move to a detailed design and contract tendering stage. Following the completion of successful tendering process contractors will be selected and the projects awarded. Once contractors are in place for the two projects then the following items will need to be completed; the completion of the water and sewage expansion, the completion of underground infrastructure and installation of the new fire hydrants, the completion of the access road reconfiguration and the completion of the parking lot relocation.

To meet the above activities the following project budget has been developed;

Phase	No	Project Cost Category	Proposed Capital Costs	Associated Consulting Fees	Total Proposed Project Costs
1	1	Expansion of Water Treatment, supply and storage for 2 new hangars and onsite hotel	\$1,105,000.00	\$195,000.00	\$1,300,000.00
	2	Sewage Treatment and Disposal for 2 new hangars and onsite hotel	\$1,190,000.00	\$210,000.00	\$1,400,000.00
	3	Water and sewer mains, hydrants and appurtenances	\$918,000.00	\$162,000.00	\$1,080,000.00
Total Project Costs – Phase 1			\$3,213,000.00	\$567,000.00	\$3,780,000.00
2	4	Parking Lot Relocation	\$722,500.00	\$127,500.00	\$850,000.00
	5	Site Access Road Relocation	\$357,000.00	\$63,000.00	\$420,000.00
	6	Electrical Upgrades	\$212,500.00	\$37,500.00	\$250,000.00
Total Project Costs – Phase 2			\$1,292,000.00	\$228,000.00	\$1,520,000.00
Total Project Costs			\$4,505,000.00	\$795,000.00	\$5,300,000.00

As outlined in the table above, in order to provide for the addition of an accommodation/housing development and 2 new hangars at the airport it is necessary to expand the water treatment and supply as well as the sewage treatment and disposal at the airport. Both the water and sewage processing are at capacity there is no opportunity for continued expansion at the airport. In order for an accommodation/housing facility to be constructed at the airport it will require the relocation of a large portion of both the short term and long term parking lots at the airport, as such the relocation/expansion of the parking facilities will result in the need to move the access roads in order to fit the parking lot facility.

Upgrades to the Airport's water supply system will be required. The existing water system already does not have sufficient capacity to meet all tenant needs and still provide adequate volume of water for firefighting purposes as required under the MOE guidelines and the Ontario Building Code. Total \$1,300,000.00

Similarly, the existing sewage treatment facilities will require expansion in order to adequately treat and dispose of sanitary waste generated within the proposed accommodations and hangar expansions. Total \$1,400,000.00

It is estimated that approximately 400m of new water main and 150m of both sanitary and storm sewer mains will be required in order to accommodate the new developments. It is anticipated that these new utility mains will connect to existing infrastructure at the nearest feasible location. The installation of additional fire hydrants as well as the relocation of existing fire hydrants is also anticipated to be required such that adequate coverage of building and yard areas is provided. Total \$1,080,000.00

Construction of an accommodation/housing development will require the relocation of approximately one half of the long-term parking as well as half of the short-term parking. In addition to relocating existing parking, additional new parking capacity will also be required to service the development as well as increased base demand. Total \$850,000.00

Construction of improvements to the parking facilities is anticipated to require the following major takes:

- Relocation of site access roadways
- Storm drainage system improvements
- Relocation of access control systems (gates, fences, bollards, etc.)
- Earthworks construction
- Illumination upgrades
- Construction of new snow dump areas

Total \$420,000.00

Recent reviews have indicated that the existing electrical supply may not be sufficient to accommodate the proposed developments. Installation of increased capacity for electrical services is expected to require upgrades to incoming overhead lines, poles, and transformers. Total \$250,000.00

Although the project refers to a phase 1 and phase 2, it is not a requirement that the two phases be done separately one after the other. In fact, both phases can be carried out at the same time and the project will be expedited by carrying out both phases at the same time. The work areas are separate so there will be no issue with having two different contractors at the airport at the same time for each phase of the project as there is a clear separation of land between the two projects. So, both phases will be worked on simultaneously.

4.2.4 Impacts and Limitations of Project:

It is not anticipated that the project will have any impacts on the environment or aboriginals. The project will not have an impact on the on-going day to day operations of the airport.

4.2.5 Methodology and timing:

Project Milestones	Timing	
	Start month/year	End month/year
Funding Approvals	March/2019	Sept/2019
MOE and permitting Approvals	Sept/2019	June/2020
Design and Contract Tendering	August/2019	September/2019
Contractor Selection and Award	September/2019	October/2019
Completion of water and sewage expansion	September/2019	September/2020
Completion of underground infrastructure and hydrants	September/2019	September/2020
Completion of the access Road reconfiguration	September/2019	September/2020
Completion of the parking lot relocation.	September/2019	September/2020

4.3 Costs and Financing

4.3.1 Detailed Project Costs:

Project Cost Category	Eligible Project Costs	Ineligible Project Costs	Total Project Costs
Expansion of Water Treatment, supply and storage for 2 new hangars and onsite accommodation/housing development	\$1,105,000.00	\$0.00	\$1,105,000.00
Sewage Treatment and Disposal for 2 new hangars and onsite accommodation/housing development	\$1,190,000.00	\$0.00	\$1,190,000.00
Water and sewer mains, hydrants and appurtenances	\$918,000.00	\$0.00	\$918,000.00
Engineering/Consulting Fees – Water and Sewage Expansion	\$567,000.00	\$0.00	\$567,000.00
Total Project Costs – Phase 1	\$3,780,000.00	\$0.00	\$3,780,000.00
Parking Lot Relocation	\$722,500.00	\$0.00	\$722,500.00
Site Access Road Relocation	\$357,000.00	\$0.00	\$357,000.00
Electrical Upgrades	\$212,500.00	\$0.00	\$212,500.00
Engineering/Consulting Fees – Parking and Road Relocation	\$228,000.00	\$0.00	\$228,000.00
Total Project Costs – Phase 2	\$1,520,000.00	\$0.00	\$1,520,000.00
TOTAL	\$5,300,000.00	\$0.00	\$5,300,000.00

4.3.2 Financing arrangements (e.g. Equity, loans, etc.) and funding partners:

The proposed funding partners for this Sault Ste. Marie Airport Development Corporation expansion EDF request are as follows:

SSMADC (confirmed)	\$994,850
NOHFC (pending)	\$2,000,000
FedNor (pending)	\$1,805,150
Accommodation/housing developer (confirmed)	\$300,000
City of SSM EDF (Pending)	\$200,000
Total	\$5,300,000

4.3.3 In-kind contributions:

N/A

4.3.4 Balance, Financial Statements, Cash flow projects (historical and projected)

N/A

4.3.5 Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.:

The support of the Economic Development Fund is needed in order to ensure that the project is affordable not only for the infrastructure upgrades but also to allow for the expansion of other projects at the airport that would benefit the community and the region. As in any project there are always risks that need to be identified and planned for. The first risk is not receiving the full support from all funding partners, the SSMADC does not have the financial capability to carry out this project without all of the sought after funding. In fact this project has already been scaled back by roughly \$3 million in order to try and ensure that all funding partners including the accommodation/housing developer will participate. Additionally there are risks involved with permitting and agency approvals, these come with any project and the engineering firms hired to carry out this project will ensure all necessary avenues are used to ensure compliance. There are the risks of cost over runs on the project, the SSMADC and the accommodation/housing developer are prepared to take on the risk of cost over runs and proportionately cover these off if they do arise.

4.4 Economic Benefits

4.4.1 Description of how the project promotes economic growth and diversification:

The expected outcomes of the project are to have the infrastructure in place at the airport to allow for further expansion of tenants and the attraction of new tenants. It is anticipated that sufficient water, sewage, and electrical capacity will be added to the airport to allow for the expansion of both JD Aero and Sault College including potential new hangar facilities for each organization. It will also provide the necessary infrastructure to allow for a new flight training program to set up in Sault Ste. Marie – ONTAir the University Commercial Airline Pilot School. And the parking lot and access road relocation will allow for accommodation/housing developer to build a new facility at the airport.

All of the above will provide the airport with the benefits of revenue diversification, a long sought-after goal to rely less on the cyclical airline industry and more on other areas. It will provide the benefit of additional employees working at the airport and what the additional employees will mean to existing tenant services such as the restaurant. It will allow the airport to maintain lower aviation fees to the airlines and thereby provide the benefit of lower airfares for those that travel by air.

4.4.2 Projected job creation:

New, direct, full-time jobs	JD Aero 100 Sault College 25 Accommodation/housing developer 50
TOTAL FTE	175

List details for each new, direct, full-time job being created:

Position Title	Accommodation Employees, Front Desk/Cleaner
Employer	Accommodation/housing developer
Salary	\$14.00 per hour
Start Date	September 2020
Reports To	Accommodation/housing developer

Position Title	AME (Aircraft Maintenance Mechanic)
Employer	JD Aero
Salary	\$60,000 / Year
Start Date	September 2021
Reports To	Don McNabb / Julian Chin

Position Title	Flight Instructors / AME
Employer	Sault College
Salary	\$35,000 / year
Start Date	September 2020
Reports To	David Orazietti

4.4.3 Potential for tax assessment increase:

This infrastructure project will be the catalyst of attracting new potential businesses currently being sought out by the SSMADC. This in turn will benefit the community through additional municipal tax base from these new expansions. Each of the potential hangar facilities would be similar to the previous JD Aero expansions that created new assessment of roughly \$2.2 million which generates tax revenue of \$90,000 per year. It is expected that there is a potential for one or two new facilities. The accommodations facility would be brand new and we don't have history to determine what the assessment on it would be, but the construction costs are expected to be in the \$10 to \$10.5 million range which should lead to at least new assessment in the \$2.5 million range.

4.4.4 Other economic and community benefits:

Recent Economic Impact Studies completed for the Canadian Airports Council (CAC) have shown that the direct impact of 1,000 Take-Offs and Landings to be: 30 Jobs; \$2M in Wages; \$3M in GDP; \$8M in economic Output; and \$1M in taxes. Sault Ste. Marie currently averages roughly 60,000 movements per year. The projected economic impact that will be seen by the expansion outlined above if all of the opportunities are secured would be roughly the equivalent of an additional 20,000 aircraft movements per year, between Sault College expansion, the new ONTAir the University Commercial Airline Pilot School, and the additional aircraft that would come in for service via JD Aero's expansion. This is summarised in the following chart:

Economic Impacts based on Average Aircraft Movements per year	Current	Additional Increase Projected	Total
Sault Ste. Marie Average Aircraft Movements per year	60,000	20,000	80,000
Jobs	1,800	600	2,400
Wages (Million)	\$120	\$40	\$160
GDP (Million)	\$180	\$60	\$240
Economic Output (Million)	\$480	\$160	\$640
Taxes (Million)	\$60	\$20	\$80

In addition, As reported in the SSMADC 2014 to 2023 Land Use and Master Plan report, the Sault Ste. Marie Airport provides in 2013 value a total GDP impact (direct, indirect and induced) that accrues from operations of \$39.3 Million and the level of output corresponds to 430 Full Time Equivalent jobs.

4.5 Community Benefits

4.5.1 How the project complements other local initiatives:

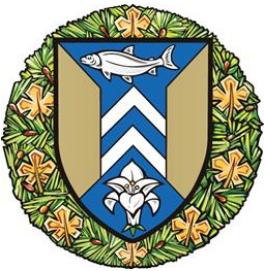
The project complements local initiatives such as the SSMECD's Business Expansion and Invest SSM programs in attracting more business to the community, the City's Future SSM in creating a more vibrant and attractive community, the Rural Immigration Pilot Program by attracting experienced immigrants to fill a human resource gap, and by having this enhanced infrastructure will continue to support and expand initiatives currently underway at the airport.

4.5.2 Impact on the community as a whole:

This project will have a positive impact on the community as a whole. The positive impact to the community will come by way of increased opportunities for growth at the airport. There is going to be an opportunity for additional jobs, additional schooling, and additional opportunities for continued growth in passenger levels. There are currently 215,000 people per year that utilize the airport facility for travel purposes that is roughly 3 times as many passengers as the population of the community. The community will also benefit through additional municipal tax base from the new expansion opportunities at the airport. An airport provides an opportunity for any member of the community to utilize the facility and benefit from the use of the facility to travel to destinations near and far. The facility also offers the opportunity for fast medical evacuation to better health services at other airports for speciality services.

This project will improve the competitive advantage of the Sault Ste. Marie Airport when compared to competitors in allowing the airport to finally be investment ready i.e. have the ability to move quickly for a business to build a location at the airport because the site services (water/sewage) would already be in place. Other airports such as Sudbury and North Bay have already built industrial parks that have the site servicing ready to go. The ability of Sault College to expand its world class aviation pilot training program. Overall the ability for the Sault Ste. Marie Airport to attract more based tenants would allow for the SSMADC to have additional land lease rental streams, more aircraft being attracted to and using the airport for pilot training and to access repair and maintenance and even potentially painting; all of these increased revenue streams would allow for the SSMADC to continue to provide competitive aircraft user fees which in turn will allow for the airlines to keep airline fares low and give the airport a competitive advantage over its competition on air fares.

The SSMADC see no negative impact to the community as a result of moving forward with this project.



The Corporation of the City of Sault Ste. Marie

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

October 22, 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: Landfill Business and Implementation Plan

PURPOSE

The purpose of the report is to provide information related to the Landfill Business and Implementation Plan, in addition to requesting approval of the proposed waste management system funding approach.

BACKGROUND

A Landfill Business and Implementation Plan has been developed for purposes of asset management. Seven scenarios were analyzed based on various assumptions including, but not limited to, alternative industrial, commercial, and institutional waste quantities, user fee projections, multi-residential waste alternatives, and financing considerations. The recent decision by Council on September 23, 2019, that the City no longer contract for the waste collection of multi-family properties of five units or greater, has been incorporated into the analysis.

ANALYSIS

The Waste Management System Business Plan memorandum outlining each of the scenarios considered, has been attached. One of the major factors impacting expenses, is the proposed landfill expansion. The investments required for equipment and infrastructure replacement, will also increase expenditure requirements moving forward. At the same time, there are impacts to revenues. There has been a decline in industrial, commercial, and institutional waste, which has a significant impact in tipping fee revenues. When taking into account all of the factors, scenario six is recommended.

In developing the plan, it is recognized that policies and regulations may change on an ongoing basis. The Strategy for a Waste-Free Ontario is one example that will guide municipal policy moving forward. The Business and Implementation Plan is intended to be revised over time, to reflect changing conditions.

FINANCIAL IMPLICATIONS

The recommended option six includes a 10% increase in user fees every five years, in addition to a waste management system levy increase of approximately \$239,000 in 2020. Increases are required each year over the analysis period, with average annual increases from 2020 to 2030 of approximately \$350,000. By comparison, the recent levy increase for 2018 and 2019 were in the range of \$600,000.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2019 10 22 concerning the Landfill Business and Implementation Plan be received, and that the recommendations of the Waste Management System Business Plan, Scenario 6 including the 2020 Operating Budget funding of:

-A \$239,000 levy increase, and;

-An increase in the tipping fee from \$70/tonne to \$77/tonne, be approved.

Respectfully submitted,



Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759.5380

c.taddo@cityssm.on.ca

Memorandum

To	Catherine Taddo, P.Eng.	Page	1
CC	Susan Hamilton Beach, P.Eng.		
Subject	Waste Management System Business Plan		
From	Rick Talvitie		
Date	October 22, 2019	Project Number	60563161

Introduction

The Waste Management System (WMS) in the City of Sault Ste. Marie includes a number of programs and elements including:

- Curbside collection of waste (City and contracted);
- Multi-residential waste collection (contracted);
- Curbside collection and processing of recyclables (contracted);
- Curbside collection and processing of leaf and yard waste (City);
- Development and operation of the municipally owned landfill site (City); and
- Household Hazardous Waste Depot (City).

The purpose of the WMS Business Plan is to take a long term view of the overall waste management system costs (facilities, equipment, staffing, etc.) to ensure appropriate funding is in place for operations, maintenance, replacement equipment, replacement infrastructure and any new components. Funding for the WMS has historically been sourced from a combination of user fees (eg. tipping fees and gate fees at the landfill and bag tags), City's share of the sale of recyclable materials, subsidies (eg. WDO) and property taxes. In recent years the revenues derived from user fees and in particular, tipping fees from the industrial, commercial and institutional (IC&I) sector, have declined dramatically as a significant proportion of this waste is being exported to a landfill in northern Michigan (i.e. quantity received locally declined from approximately 26,000 tonnes in 2011 to approximately 6,000 tonnes in 2015-2018). Although this has had a positive impact on the rate of filling in our landfill it has a significant adverse impact on revenues and cash flows. This item alone represents a \$1.4M impact to annual revenues.

In addition to the loss of IC&I tipping fee revenue the planned expansion of the landfill site will also have a significant impact on WMS costs and the City's finances. Environmental regulations have changed over time resulting in enhanced protections to safeguard the environment. The development of the expanded site includes a lining system, much like a swimming pool liner, to capture precipitation filtering through the waste and direct it to the City's waste water treatment plant. Within the period covered by the financial scenarios presented herein capital expenditures related to the landfill expansion are approximately \$21.5M.

Based on the foregoing, there is a need to estimate future WMS costs and identify alternatives to fund these costs.

Financial Scenarios

The WMS is dynamic and therefore the future costs and revenues are not fixed but are dependent on a number of variables such as Provincial policies and directions (eg. the City of SSM may be mandated to collect and process source separated organic (SSO) or the blue box diversion program may be funded entirely by the producers of the packaging/waste, etc.), quantities of IC&I waste received at the site, future expansion of the existing disposal site, etc. To address these challenges a number of financial models have been developed to better understand potential impacts to the City's finances over time. Each of the modeled scenarios is summarized below.

Spreadsheet 1 – High IC&I Waste

- 27,000 tonnes IC&I waste
- No User Fee Increases
- Levy contribution increases 2% annually
- Multi-Family Residential collected by the City

Spreadsheet 2 – Reduced IC&I Waste

- 10,000 tonnes IC&I waste
- No User Fee Increases
- Levy contribution increases 2% annually
- Multi-Family Residential collected by the City

Spreadsheet 3 – No IC&I Waste

- 0 tonnes IC&I waste
- No User Fee Increases
- Levy contribution increases 2% annually
- Multi-Family Residential collected by the City

Note: the first three scenarios highlight the sensitivity of the City Finances to the quantity of IC&I waste received at the site.

Spreadsheet 4 – 2015-2018 Status Quo IC&I Waste with Modest Annual User Fee and WMS Levy Increases

Levy Increases – this scenario reflects a reasonable quantity of IC&I waste (approximate 2015-2018 volumes) and highlights the impacts of regular user fee and WMS levy increases in line with inflation

- 6,000 tonnes IC&I waste
- 10% increase in User Fees every 5 years commencing in 2020
- Levy contribution increases 2% annually
- Multi-Family Residential collected by the City

Spreadsheet 5 – 2015-2018 Status Quo IC&I Waste with Modest Annual User Fee and WMS Levy Increases and Multi-Residential is Owner Responsibility – same as Scenario 4 with the exception that multi-family residential collection and disposal costs are an owner responsibility as approved by Council on September 23, 2019

- 6,000 tonnes IC&I waste
- 10% increase in User Fees every 5 years

- Levy contribution increases 2% annually
- Multi-Family Residential is an owner responsibility (i.e. City cost =\$0) commencing in 2020

Spreadsheet 6 – 2015-2018 Status Quo IC&I Waste with Modest Average Annual User Fee Increases, Annual WMS Levy Increases to meet Long Term Expenditures and Multi-Residential is Owner Responsibility – Same as Scenario 5 with the exception that the WMS levy contribution annual increases are structured to provide adequate revenues to meet expenditures to 2030.

- 6,000 tonnes IC&I waste
- 10% increase in User Fees every 5 years
- Levy contribution increases tailored to meet expenditures to 2030
- Multi-Family Residential is an owner responsibility (i.e. City cost =\$0) commencing in 2020

Spreadsheet 7 – 2015-2018 Status Quo IC&I Waste with Modest Annual WMS Levy Increases, Annual User Fee Increases to meet Long Term Expenditures and Multi-Residential is Owner Responsibility – Same as Scenario 5 with the exception that user fee increases occur annually and are structured to provide adequate revenues to meet expenditures to 2030.

- 6,000 tonnes IC&I waste
- Levy contribution increases 2% annually
- Annual User Fees increases tailored to meet expenditures to 2030
- Multi-Family Residential is an owner responsibility (i.e. City cost =\$0) commencing in 2020

Discussion

The financial scenarios have been developed with consideration of all long term costs (i.e. asset management approach) and the expected revenues from all sources. To illustrate the results of each scenario, expenditures have been subtracted from revenues in each year and a cumulative “account” balance has been plotted over time in Figure 1. The cumulative account balance was set at \$10.3M at the end of 2018 which reflects current reserves.

It is interesting to note that if the IC&I waste quantities remained strong (i.e. at 2011 levels) and the WMS levy contribution increased modestly at 2% per year, as identified by Scenario 1 (black line in Figure 1) the revenue generated would generally be adequate to fund the WMS (i.e. Cumulative Account Balance is modestly negative at -\$1.0M in 2030).

In contrast to Scenario 1, Scenario 3 was modeled to demonstrate the impacts of an IC&I waste quantity of zero. In this scenario only the IC&I waste quantity differs relative to Scenario 1 and the Cumulative Account Balance is -\$30.0M in 2030. Scenario 2 falls in between Scenarios 1 and 3 as it incorporates an annual IC&I waste quantity of 10,000 tonnes resulting in a Cumulative Account Balance of -\$19.2M in 2030.

Given that the IC&I waste quantities have stabilized in the 6,000 t/year range over the last three years (i.e. 2015 to 2018) this quantity has been used in Scenarios 4 through 7.

Scenario 4 demonstrates the impact to finances if modest user fee increases are implemented in addition to modest increases in the WMS levy increases (i.e. average annual increase of 2% for each). The quantity of IC&I waste remains consistent at 6,000 tonnes/year and the 2030 Cumulative Account Balance is -\$20.6M.

Scenario 5 builds on Scenario 4 by removing the City's costs for collection and disposal of multi-residential waste (approved by Council on September 23, 2019). Under this scenario owners of multi-residential properties would coordinate and pay a private sector company to collect and dispose of waste generated on their properties, much like other businesses in the Community. In comparing this

scenario to Scenario 4 there would be a positive impact of approximately \$2.1M on the City's finances from 2019 to 2030 with a Cumulative Account Balance of -\$18.5M in 2030. This excludes any additional positive financial impact from tipping fee revenue for this waste (i.e. this scenario conservatively assumes all waste will be exported).

The last two scenarios build on Scenario 5 but incorporate adequate annual increases in either the WMS levy (Scenario 6) or User Fees (Scenario 7) to ensure the Cumulative Account Balance is positive in 2030. Scenario 6 includes 10% increases in user fees every 5 years coupled with an initial WMS levy increase of approximately \$239,000 in 2020 and increasing each year over the period covered by the plan. The average annual increase in the levy from 2020 to 2030 is approximately \$350,000. This compares with recent WMS levy increases in the range of \$600,000 in 2018 and 2019.

In contrast Scenario 7 incorporates annual inflationary increases (i.e. 2%) in the WMS levy contribution coupled with an initial \$10/tonne increase in tipping fees in 2020 and increasing each year over the period covered by the plan. The average annual increase in tipping fees from 2020 to 2030 is approximately \$23/tonne. Under Scenario 7 it was assumed the IC&I waste quantity remains consistent at 6,000 tonnes/year but this is not likely realistic. It is anticipated that more waste would likely be exported to a northern Michigan landfill due to the significant tipping fee increases.

Scenarios 6 and 7 show similar trends but incorporate different future funding mechanisms.

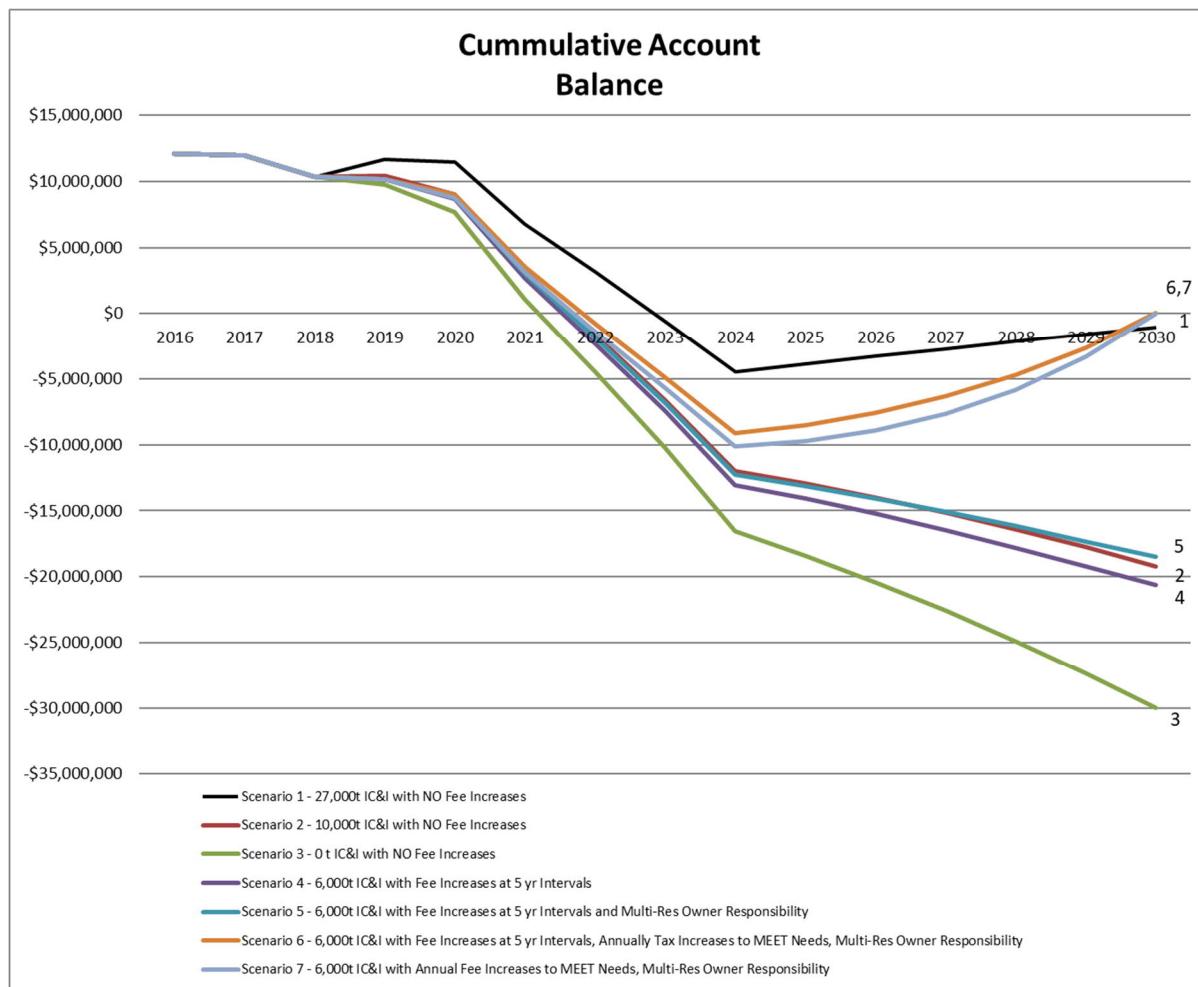


Figure 1: Cumulative Account Balance Over Time

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NUMBER 2019-200

SMOKING: (R1.2) A by-law to regulate the smoking and consumption of tobacco, cannabis and electronic cigarettes in public places, enclosed workplaces and City Buildings in the City of Sault Ste. Marie.

WHEREAS Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (“*Municipal Act*”) provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS Section 9 and 10 of the *Municipal Act* provides that the Corporation of the City of Sault Ste. Marie has the capacity, rights, powers and privileges of a natural person, and may pass by-laws for prohibiting or regulating, for purposes considered necessary or desirable including the use and protection of public assets, social and environmental purposes, the delivery of services, and for the health, safety and well-being of persons under the authority of the *Municipal Act*;

AND WHEREAS subsection 115(1) of the *Municipal Act* provides that without limiting section 9 and 10, a municipality may prohibit or regulate the smoking of tobacco or cannabis in public places and workplaces;

AND WHEREAS it has been determined that second-hand smoke is a serious health hazard because of its adverse effects and risk to the health of all of the inhabitants in the City of Sault Ste. Marie;

AND WHEREAS it is desirable for the purpose of promoting and protecting the health, safety and welfare of the inhabitants of the City of Sault Ste. Marie to ensure that all public places and City buildings will be free from second hand smoke;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE ENACTS AS FOLLOWS:

PART I

1. DEFINITIONS

1.0 In this by-law,

1.1 “**Cannabis**” means cannabis as defined in subsection 2 (1) of the *Cannabis Act* S.C. 2018, c.16, or successor legislation;

- 1.2 "**Children's Playground**" means an area as defined in Ontario Regulation 268/18 promulgated under the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26, or successor legislation or regulations made thereunder;
- 1.3 "**City**" means the City of Sault Ste. Marie;
- 1.4 "**City Building**" means any building, owned, operated or leased by the Corporation of the City of Sault Ste. Marie;
- 1.5 "**Community Recreational Facility**" means an area as defined in Ontario Regulation 268/18 promulgated under the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26, or successor legislation or regulations made thereunder;
- 1.6 "**Electronic Cigarette**" means a vaporizer or inhalant-type device, whether called an electronic cigarette or any other name, that contains a power source and heating element designed to heat a substance and produce a vapour intended to be inhaled by the user of the device directly through the mouth, whether or not the vapour contains nicotine;
- 1.7 "**Enclosed Public Place**" means,
- (a) the inside of any place, building or structure or vehicle or conveyance, or a part of any of them, within the City:
 - (i) that is covered by a roof, and
 - (ii) to which the public is ordinarily invited or permitted access, either expressly or by implication, whether or not a fee is charged for entry, or
 - (b) a prescribed place as defined in Ontario Regulation 268/18 promulgated under the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26, or successor legislation or regulations made thereunder within the City;
- 1.8 "**Enclosed Workplace**" means,
- (a) the inside of any place, building or structure or vehicle or conveyance, or a part of any of them, within the City:
 - (i) that is covered by a roof,
 - (ii) that employees work in or frequent during the course of their employment whether or not they are acting in the course of their employment at the time, and

- (iii) that is not primarily a private dwelling as that term is defined in Section 1(2) of the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c. 26, or
- (b) a prescribed place as defined in Ontario Regulation 268/18 promulgated under the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26, or successor legislation or regulations made thereunder within the City;
- 1.9 **"Highway"** means a highway within the City as defined in Part III of the *Municipal Act*, specifically the following are highways unless they have been closed:
- (a) all highways that existed on December 31, 2002;
 - (b) all highways established by by-law of a municipality on or after January 1, 2003;
 - (c) all highways transferred to a municipality under the *Public Transportation and Highway Improvement Act*;
 - (d) all road allowances made by the Crown surveyors that are located in municipalities; and
 - (e) all road allowances, highways, streets and lanes shown on a registered plan of subdivision;
- 1.10 **"Inspector"** means an employee or class of employees of Algoma Public Health authorized by the Medical Officer of Health to carry out an inspection under and to enforce the provisions of this By-law;
- 1.11 **"John Rowswell Hub Trail"** means the City's 22.5km non-motorized, multi-use trail that was constructed throughout the City, as set out in Schedule "A" to this By-law;
- 1.12 **"Restaurant and Bar Patio"** means an area as defined in Ontario Regulation 268/18 promulgated under the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26, or successor legislation or regulations made thereunder;
- 1.13 **"Parkland"** means any and all lands owned by the Corporation of the City of Sault Ste. Marie that has been or hereinafter may be set apart, designated, dedicated or established by Council as public parkland;
- 1.14 **"Permitted Event"** means an event, whereby an Applicant has applied for a Special Event Exemption – Parkland in accordance with Section 4.1(a) of this By-law and to which Council for the City has granted a Special Event Exemption pursuant to Section 4.1(a) and (b) of this By-law;

- 1.15 “**Prescribed**” means prescribed by Ontario Regulation 268/18 promulgated under the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26, or successor legislation or regulations made thereunder;
- 1.16 “**Person**” includes a corporation;
- 1.17 “**Proprietor**” means a person, or in the case of the Corporation of the City of Sault Ste. Marie, a City staff member, who in either case, ultimately controls, governs or directs the activity carried on within a place governed by this By-law and includes the person actually in charge of such a place at any particular time,
- 1.18 “**Public Place**” means any building, structure, vessel, vehicle or conveyance, or part thereof in the City that does not meet the definition of an Enclosed Public Place herein, and to which the public has access as of right or by invitation, expressed or implied, whether or not a fee is charged for entry but does not include a Highway;
- 1.19 “**Roberta Bondar Park Tent Pavilion**” refers to the large outdoor tent pavilion located at 65 Foster Drive, Sault Ste. Marie, Ontario;
- 1.20 “**Smoke/Vape or Smoking/Vaping**” includes to carry, hold, smoke, inhale or exhale from:
- (a) a lighted, heated, or activated, cigarette, cigar, pipe, waterpipe, cigarillo’s, electronic cigarette; or
 - (b) a lighted, heated, or activated device or equipment not described in (a) that heats, burns, vaporizes, or aerosolizes any tobacco, cannabis, e-substance, whether or not it contains tobacco, or any other material, liquid, or any combination thereof;
- 1.21 “**Sporting Area**” means an area as defined in Ontario Regulation 268/18 promulgated under the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26, or successor legislation or regulations made thereunder;
- 1.22 “**Tobacco Product**” means any product that contains tobacco and includes the package in which tobacco is sold; and
- 1.23 “**Vapour Product**” means an electronic cigarette, an e-substance, or any component of an electronic cigarette and includes the package in which the electronic cigarette, e-substance or component is sold.

PART II

2.0 APPLICATION

- 2.1 This By-law applies to the smoking and/or vaping of the following in various specified areas of the City:
- (a) tobacco products;
 - (b) cannabis;
 - (c) vapour products including but not limited to the use of electronic cigarettes; and
 - (d) prescribed products and substances in accordance with Section 2(d) of the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26, or successor legislation or regulations made thereunder,
- which are collectively referred to in this By-law as the “Prohibited Products and Substances”.
- 2.2 The *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26 prohibits the smoking and/or vaping of Prohibited Products and Substances in a various areas throughout Ontario, including the City to which all persons must comply.
- 2.3 This By-law sets out specified areas within the City where the smoking and/or vaping of Prohibited Products and Substances is prohibited in addition to those areas set out in the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26.

PART III

3.0 PROHIBITIONS

- 3.1 No person shall smoke and/or vape the Prohibited Products and Substances in any City Building and within 9 metre radius surrounding any entrance or exit to a City Building.
- 3.2 No person shall smoke and/or vape the Prohibited Products and Substances in any Public Place within the City.
- 3.3 No person shall smoke and/or vape the Prohibited Products and Substances in any Enclosed Public Place within the City.
- 3.4 No person shall smoke and/or vape the Prohibited Products and Substances in any Enclosed Workplace within the City.

- 3.5 No person shall smoke and/or vape the Prohibited Products and Substances in any Parkland located within the City subject to the exemption, contained in Section 4.1 of this By-law.
- 3.6 No person shall smoke and/or vape the Prohibited Products and Substances in any Children's Playground in the City and all public areas within 20 metres of any point on the perimeter of any Children's Playground in the City.
- 3.7 No person shall smoke and/or vape the Prohibited Products and Substances in any Sporting Area in the City, the spectator areas adjacent to the Sporting Area, any food and beverage concessions at a Sporting Area and all public areas within 20 metres of any point on the perimeter of a Sporting Area or a spectator area adjacent to a Sporting Area in the City.
- 3.8 No person shall smoke and/or vape the Prohibited Products and Substances in any Community Recreational Facility in the City, the outdoor grounds of a Community Recreational Facility and all public areas within 20 metres of any point on the perimeter of the grounds of a Community Recreational Facility in the City.
- 3.9 No person shall smoke and/or vape the Prohibited Products and Substances in any Restaurant and Bar Patio in the City and all public areas within a 9 metre radius surrounding any point on the perimeter of such patios in the City.
- 3.10 No person shall smoke and/or vape the Prohibited Products and Substances while under the Roberta Bondar Park Tent Pavilion, or within 15 metres of any entrance or exit to the Roberta Bondar Park Tent Pavilion.
- 3.11 No person shall smoke and/or vape the Prohibited Products and Substances on the Sault Area Hospital site located at 750 Great Northern Road, Sault Ste. Marie, including the outdoor grounds of the hospital site and the area within a 9 metre radius surrounding any entrance or exit of the hospital site.
- 3.12 No person shall smoke and/or vape the Prohibited Products and Substances at any location on the lands comprising the John Rowswell Hub Trail.
- 3.13 No person shall smoke and/or vape on the Algoma Public Health site located at 294 Willow Avenue, Sault Ste. Marie, including the outdoor grounds of the Algoma Public Health site and the area within a 9 metre radius surrounding any entrance or exit of the Algoma Public Health site.
- 3.14 Every proprietor of an Enclosed Public Space, Public Place, Children's Playground, Community Recreational Facility, Restaurant and Bar Patio, Sporting Area, City Building, City Parkland, the Roberta Bondar Tent Pavilion, the John Rowswell Hub Trail, the Sault Area Hospital, Algoma Public Health and any other place or area

in the City mentioned in subsection 12(2) of the *Smoke Free Ontario Act, 2017*, S.O. 2017, c. 26 shall, as it relates to their respective place or area:

- (i) ensure compliance with this By-law and Section 12 of the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26;
 - (ii) post No Smoking and No Vaping signs in conspicuous locations throughout their respective place or area, including but not limited to each entrance and exit, all washrooms, and other appropriate locations in accordance with Section 5 of this By-law and in the Prescribed manner, and in sufficient numbers to ensure that the public is aware that the smoking and/or vaping of the Prohibited Products and Substances is prohibited in the respective place or area;
 - (iii) ensure that a person who refuses to comply with Section 12 of the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26 does not remain in their respective place or area;
 - (iv) ensure that no ashtrays or similar equipment remain in their respective place or area other than a vehicle in which the manufacturer has installed an ashtray; and
 - (v) ensure compliance with any other Prescribed obligations.
- 3.15 No person shall fail to leave an area set out in Section 3.14 herein after a proprietor of such area has given the person notice or direction to leave the area for smoking and/or vaping Prohibited Products and Substances therein.
- 3.16 No person shall enter or use an area set out in Section 3.14 herein after a proprietor of such area has prohibited the person's entry or use of such area given the smoking and/or vaping of Prohibited Products and Substances therein.
- 3.17 Every employer of an Enclosed Workplace or any other place or area in the City mentioned in subsection 12(2) of the *Smoke Free Ontario Act, 2017*, S.O. 2017, c. 26 shall, as it relates to their respective place or area:
- (i) ensure compliance with this By-law and Section 12 of the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26;
 - (ii) give notice to each employee in the Enclosed Workplace or other place or area of the prohibition under Section 12(1) of the *Smoke Free Ontario Act, 2017*, S.O. 2017, c.26 and this By-law in accordance with the regulations made under the *Smoke Free Ontario Act, 2017*, S.O. 2017, c.26;
 - (iii) post No Smoking and No Vaping signs in conspicuous locations throughout their respective Enclosed Workplace, including but not limited to each entrance and exit, all washrooms, and other appropriate locations in accordance with Section 5 of this By-law and in the Prescribed manner, and in sufficient numbers to ensure that the public is

- aware that the smoking and/or vaping of the Prohibited Products and Substances is prohibited in the Enclosed Workplace;
- (iv) ensure that a person who refuses to comply with Section 12 of the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26 does not remain in the Enclosed Workplace or area;
 - (v) ensure that no ashtrays or similar equipment remain in their respective Enclosed Workplace or area other than a vehicle in which the manufacturer has installed an ashtray; and
 - (vi) ensure compliance with any other Prescribed obligations.

PART IV

4.0 EXEMPTIONS

4.1 Application for Special Event Exemption – Parkland

- (a) Notwithstanding anything contained in this By-law, any person may make application to the Legal Department to request an exemption from the prohibition contained in Section 3.5 of this By-law to smoke and/or vape the Prohibited Products and Substances in an area defined as Parkland in the City for a special event on the following basis:
 - (i) the Application should set out the full particulars of the special event, the type of Prohibited Products and Substances desired to be smoked and/or vaped, the desired area of Parkland for the special event, and any other particulars relevant to the special event to the satisfaction of the Legal Department;
 - (ii) the area of Parkland for the special event cannot be an area prohibited by the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26 or the request shall be automatically denied;
 - (iii) the Legal Department shall circulate the request to relevant City Departments and Algoma Public Health for comment;
 - (iv) if the responses to the circulation are favourable, the Legal Department shall bring the request forward to City Council for consideration; and
 - (v) City Council may approve and/or deny the request and its approval, if applicable, may contain such terms and conditions as Council sees fit. The decision of City Council regarding the application for exemption is final.
- (b) In deciding whether to grant the exemption, Council shall give the applicant and any person opposed to the application an opportunity to be heard and may consider such other matters as it sees fit.

- (c) Breach by the applicant of any of the terms or conditions of any exemption granted by Council shall render the exemption null and void.

4.2 Exemption for Traditional Use of Tobacco by Indigenous Persons

No provision in this By-law that prohibits smoking in a place or area:

- (a) prohibits an Indigenous person from smoking tobacco or holding lighted tobacco there, if the activity is carried out for traditional Indigenous cultural or spiritual purposes; or
- (b) prohibits a non-Indigenous person from smoking tobacco or holding lighted tobacco there, if the activity is carried out with an Indigenous person and for traditional Indigenous cultural or spiritual purposes.

PART V

5.0 SIGNAGE REQUIRED

- 5.1 For the purposes of Section 3.14 of this By-law, at each location where a No Smoking sign and No Vaping sign are required to be placed or posted under this By-law, every Proprietor shall post the following signage:

- (a) both of the following signs, each of which must be at least 10 centimetres in height and at least 10 centimetres in width:
 - a. a copy of a sign entitled "Tobacco Sign for Proprietors" dated January 1, 2018 and accessible through a website of the Government of Ontario sign; and
 - b. a sign entitled "Electronic Cigarette Sign for Proprietors" dated January 1, 2018 and accessible through a website of the Government of Ontario,

copies of which are appended as Schedule "B" to this By-law, or

- (b) a copy of the sign at least 15 centimetres in height and at least 20 centimetres in width, entitled "Tobacco and Electronic Cigarette Sign for Proprietors", dated January 1, 2018 and accessible through a website of the Government of Ontario, a copy of which is appended as Schedule "C" to this By-law.

- 5.2 For the purposes of Section 3.17 of this By-law, at each location where a No Smoking sign and No Vaping sign are required to be placed or posted under this By-law, every Employer shall post the following signage:

- (a) both of the following signs, each of which must be at least 10 centimetres in height and at least 10 centimetres in width;
 - a. a copy of a sign entitled "Tobacco Sign for Proprietors" dated January 1, 2018 and accessible through a website of the Government of Ontario sign; and
 - b. a sign entitled "Electronic Cigarette Sign for Proprietors" dated January 1, 2018 and accessible through a website of the Government of Ontario,
- copies of which are appended as Schedule "B" to this By-law, or
- (b) a copy of the sign at least 15 centimetres in height and at least 20 centimetres in width, entitled "Tobacco and Electronic Cigarette Sign for Proprietors", dated January 1, 2018 and accessible through a website of the Government of Ontario, a copy of which is appended as Schedule "C" to this By-law.

- 5.3 The prohibitions in Section 3 above apply whether or not a "No Smoking" and or "No Vaping" sign of any format or content is posted.
- 5.4 No person shall remove, cover up or alter any sign that has been posted pursuant to Section 5 of this By-law.

PART VI

6.0. ENFORCEMENT

- 6.1 Inspectors are vested with the authority of enforcing the provisions of this By-law.
- 6.2 Where any person contravenes any provision of this By-law, an Inspector may direct such person to comply with this By-law. Every person so directed shall comply with such direction without delay.
- 6.3 Any Inspector who has reasonable grounds to believe that a person has contravened any provision of this By-law may require that person to provide their identification to the Inspector.
- 6.4 Every person who is required by an Inspector to provide identification under Section 6.3 herein shall identify himself or herself to the Inspector. Giving their correct name, date of birth and address shall constitute sufficient identification. Failure to provide sufficient identification shall constitute obstruction of the Inspector as set out in Section 7.1 of this By-law.

- 6.5 No person shall hinder, obstruct or interfere with an Inspector lawfully carrying out the enforcement of this By-law.

PART VII

7.0 OFFENCES, ENFORCEMENT AND PENALTIES

- 7.1 Every person who contravenes any provision of this By-law, is guilty of an offence and upon conviction is liable to a fine as provided for in the *Provincial Offences Act*, R.S.O. 1990, chapter 33, as amended or the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c.26 as amended.
- 7.2 Any fine described in this By-law that relates to matters set out in the *Smoke-Free Ontario Act, 2017*, S.O. 2017, c. 26 as amended shall be as set out in the Set Fines Schedule, specifically Schedule 83.0.1 to the *Smoke Free Ontario Act, 2017*, S.O. 2017, c.26 as amended from time to time.
- 7.3 Any fine described in this By-law, except for a matter described in Section 7.2 herein, shall be as set out in the Set Fines Schedule appended as Schedule "D" to this By-law, as amended from time to time.

PART VIII

8.0 CONTINUATION, REPETITION PROHIBITED BY ORDER

- 8.1 The Court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted, and such order shall be in addition to any other penalty imposed on the person convicted.

PART IX

9.0 COLLECTION OF UNPAID FINES

- 9.1 Where a fine is in default, the City may proceed with civil enforcement against the person upon whom the fine has been imposed, pursuant to the *Provincial Offences Act*, R.S.O. 1990, c.P.3.
- 9.2 The City may make a request to the Treasurer of the City to add any part of a fine that is in default to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the fine, and collect it in the same manner as municipal taxes.

PART X**10.0. CONFLICTS**

- 10.1 If a provision of this By-law conflicts with an Act or Regulation or another By-law, the provision that is the most restrictive of smoking and/or vaping shall prevail.

PART XI**11.0 SEVERABILITY**

- 11.1 If any section or sections of this By-law or part thereof, is found in any court of law to be illegal or void or beyond the power of the City to enact, such section or sections or part thereof shall be deemed to be severable and all other sections or parts of the By-law shall be deemed to be separate and independent thereof and to be enacted as such.

PART XII**12.0 REPEAL**

- 12.1 The following By-laws are hereby repealed, effective October 21, 2019:
- (a) By-law 2003-7;
 - (b) By-law 2005-13;
 - (c) By-law 2005-33;
 - (d) By-law 2007-154;
 - (e) By-law 2009-155;
 - (f) By-law 2011-22;
 - (g) By-law 2011-48;
 - (h) By-law 2012-37; and
 - (i) By-law 2015-151.

PART XIII**13.0 SCHEDULES**

- 13.1 All schedules attached to this By-law shall form part of this By-law.

PART XIV

14.0 EFFECTIVE DATE

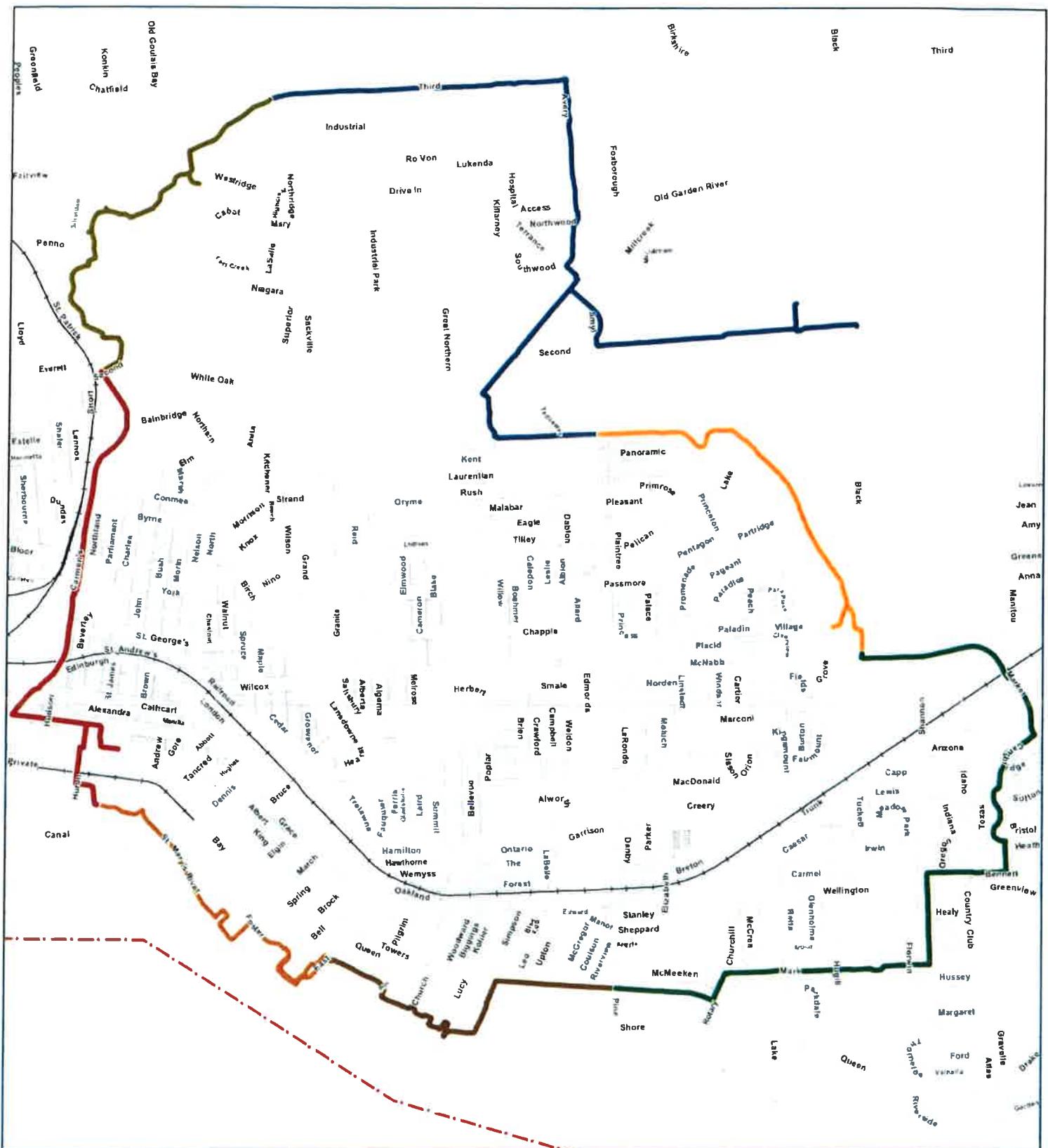
14.1 This By-law comes into effect on October 22, 2019.

PASSED in open Council this 22nd day of October, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A" 14



Application Map Series
 Illustration Official Plan Landuse
 Existing Zoning Aerial Image
 Official Plan Amendment

Property Information

Map Id: John Rowswell Hub Trail
 Date Created: September 18, 2019

Legal Department Reference Schedule "A"

Legend

- The Boardwalk
- Historic District
- East Neighbourhood
- Finn Hill
- Northern Corridor
- Fort Creek
- Carmens Way

 **SAULT STE. MARIE**
Planning and Enterprise Services

Community Development and Enterprise
 Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstmarie.ca | 705-759-5368 | planning@cityssm.on.ca
 This map is for general reference only.
 Map projection: Albers
 Projection Details:
 NAD 1983 UTM Zone 15N
 SRS North America 1983



NO SMOKING



NO VAPING [e-cigarettes]



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

SCHEDULE “D” Part 1 Provincial Offences and Set Fines

Short Form Wording	Provision Creating or Defining Offence	Set Fine
1. Smoke and/or vape a Prohibited Product and/or Substance in a City Building or within a nine (9) metre radius surrounding any entrance or exit to a City Building	3.1	\$250.00
2. Smoke and/or vape a Prohibited Product and/or Substance in a Public Place	3.2	\$250.00
3. Smoke and/or vape a Prohibited Product and/or Substance in Parkland	3.5	\$250.00
4. Smoke and/or vape a Prohibited Product and/or Substance while under the Roberta Bondar Park Tent Pavilion or within fifteen (15) metres of any entrance or exit to the Roberta Bondar Park Tent Pavilion	3.10	\$250.00
5. Smoke and/or vape a Prohibited Product and/or Substance on the Sault Area Hospital Site, located at 750 Great Northern Road, or within a nine (9) metre radius surrounding any entrance or exit of the Sault Area Hospital Site	3.11	\$250.00
6. Smoke and/or vape a Prohibited Product and/or Substance at any location on the lands comprising the John Rowswell Hub Trail	3.12	\$250.00
7. Smoke and/or vape a Prohibited Product and/or Substance on the Algoma Public Health site, located at 294 Willow Avenue, or within a nine (9) metre radius surrounding any entrance or exit of the Algoma Public Health Site	3.13	\$250.00
8. Failure of Proprietor to ensure compliance with section - Public Place	3.14(i)	\$300.00

9.	Failure of Proprietor to ensure compliance with section - City Building	3.14(i)	\$300.00
10.	Failure of Proprietor to ensure compliance with section – Parkland	3.14(i)	\$300.00
11.	Failure of Proprietor to ensure compliance with section – Roberta Bondar Tent Pavilion	3.14(i)	\$300.00
12.	Failure of Proprietor to ensure compliance with section – John Rowswell Hub Trail	3.14(i)	\$300.00
13.	Failure of Proprietor to ensure compliance with section – Sault Area Hospital	3.14(i)	\$300.00
14.	Failure of Proprietor to ensure compliance with section – Algoma Public Health	3.14(i)	\$300.00
15.	Failure of Proprietor to post prescribed signs - Public Place	3.14(ii)	\$300.00
16.	Failure of Proprietor to post prescribed signs - City Building	3.14(ii)	\$300.00
17.	Failure of Proprietor to post prescribed signs - Parkland	3.14(ii)	\$300.00
18.	Failure of Proprietor to post prescribed signs - Roberta Bondar Tent Pavilion	3.14(ii)	\$300.00
19.	Failure of Proprietor to post prescribed signs - John Rowswell Hub Trail	3.14(ii)	\$300.00
20.	Failure of Proprietor to post prescribed signs - Sault Area Hospital	3.14(ii)	\$300.00
21.	Failure of Proprietor to post prescribed signs - Algoma Public Health	3.14(ii)	\$300.00
22.	Proprietor allowing person refusing to comply to remain - Public Place	3.14(iii)	\$300.00
23.	Proprietor allowing person refusing to comply to remain - City Building	3.14(iii)	\$300.00
24.	Proprietor allowing person refusing to comply to remain - Parkland	3.14(iii)	\$300.00
25.	Proprietor allowing person refusing to comply to remain - Roberta Bondar Tent Pavilion	3.14(iii)	\$300.00

26.	Proprietor allowing person refusing to comply to remain - John Rowswell Hub Trail	3.14(iii)	\$300.00
27.	Proprietor allowing person refusing to comply to remain - Sault Area Hospital	3.14(iii)	\$300.00
28.	Proprietor allowing person refusing to comply to remain - Algoma Public Health	3.14(iii)	\$300.00
29.	Failure of Proprietor to ensure no ashtrays or similar Equipment – Public Place	3.14(iv)	\$300.00
30.	Failure of Proprietor to ensure no ashtrays or similar Equipment – City Building	3.14(iv)	\$300.00
31.	Failure of Proprietor to ensure no ashtrays or similar Equipment – Parkland	3.14(iv)	\$300.00
32.	Failure of Proprietor to ensure no ashtrays or similar Equipment – Roberta Bondar Tent Pavilion	3.14(iv)	\$300.00
33.	Failure of Proprietor to ensure no ashtrays or similar Equipment – John Rowswell Hub Trail	3.14(iv)	\$300.00
34.	Failure of Proprietor to ensure no ashtrays or similar Equipment – Sault Area Hospital	3.14(iv)	\$300.00
35.	Failure of Proprietor to ensure no ashtrays or similar Equipment – Algoma Public Health	3.14(iv)	\$300.00
36.	Failure of Proprietor to ensure compliance with other prescribed obligations – Public Place	3.14(v)	\$300.00
37.	Failure of Proprietor to ensure compliance with other prescribed obligations – City Building	3.14(v)	\$300.00
38.	Failure of Proprietor to ensure compliance with other prescribed obligations – Parkland	3.14(v)	\$300.00
39.	Failure of Proprietor to ensure compliance with other prescribed obligations – Roberta Bondar Tent Pavilion	3.14(v)	\$300.00
40.	Failure of Proprietor to ensure compliance with other prescribed obligations – John Rowswell Hub Trail	3.14(v)	\$300.00
41.	Failure of Proprietor to ensure compliance with other prescribed obligations – Sault Area Hospital	3.14(v)	\$300.00

42.	Failure of Proprietor to ensure compliance with other prescribed obligations – Algoma Public Health	3.14(v)	\$300.00
43.	Fail to leave area after Proprietor of such area has given notice or direction to leave area for smoking and/or vaping a Prohibited Product and/or Substance	3.15	\$250.00
44.	Enter or use area after a Proprietor of such area has prohibited entry or use of such area given the smoking and/or vaping of a Prohibited Product and/or Substance	3.16	\$250.00
45.	Remove, cover up or alter a sign that has been posted pursuant to Section 5 of By-law 2019-200	5.4	\$250.00
46.	Failure to provide sufficient identification when requested by an Inspector	6.4	\$250.00
47.	Hinder, obstruct or interfere with an Inspector carrying out enforcement	6.5	\$250.00

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2019-201

STREET ASSUMPTIONS: (PR4) A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

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

1. STREETS ESTABLISHED AND ASSUMED

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets or parts of streets more particularly described in Schedule "A" attached to this by-law.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 22nd day of October, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2019-201

1. PART THIRD LINE WEST

PIN 31601-0396 (LT)
PT OF SECTION 19, KORAH DESIGNATED AS PART 1, 1R-13428; SAULT STE. MARIE

2. PART POINTE AUX PINS DRIVE

PART PIN 31614-0223 (LT)
PT SEC 24 PARKE PT 45 AR844

3. PART TRUNK ROAD

PIN 31502-0821 (LT)
PART LOT 14 RCP H724 ST. MARY'S PARTS 1-3 PLAN 1R13580; S/T T188027;
SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 & 2 PLAN 1R13580 AS IN
AL198236; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 PLAN 1R13580 AS
IN AL184728 & AL85672; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2 & 3,
PLAN 1R13210 AS IN AL160891; CITY OF SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2019-202

AGREEMENT: (R1.41) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence for the purpose of a Remembrance Day Ceremony Gun Salute, in support of the annual Remembrance Day commemoration scheduled for November 11, 2019.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, a copy of which is attached as Schedule "A" hereto. This Agreement is for the purpose of a Remembrance Day Ceremony Gun Salute, in support of the annual Remembrance Day commemoration scheduled for November 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 22nd day of October, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

LICENSE AGREEMENT

BETWEEN:

The City of Sault Ste. Marie (the "LICENSOR")

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by
the Minister of National Defence (the "LICENSEE")

WHEREAS the LICENSOR is the owner of a property located at Sault Ste. Marie Boardwalk (Hub Trail) in the Province of Ontario (the "Premises");

AND WHEREAS the LICENSEE has requested permission from the LICENSOR to use the Premises for the purpose of Remembrance Day Ceremony Gun Salute.

THIS AGREEMENT WITNESSES that in consideration of, and subject to, the terms and conditions set out herein, the LICENSOR hereby grants permission to the LICENSEE to use the Premises for the purpose stated herein, and for no other purpose, under the following terms and conditions:

1. DESCRIPTION OF PROPERTY

The LICENSOR agrees that the LICENSEE may enter and use The Sault Ste. Marie Boardwalk (Hub Trail) in the vicinity of the Roberta Bondar Pavillion, the Premises for the purpose of conducting a Ceremonial Gun Salute as part of the Remembrance Day Ceremony. In order to satisfy all safety criteria for this event, the gun shall be placed on the Boardwalk (Hub Trail) between the Roberta Bondar Pavillion and the Delta Hotel. The safety area and gun shall be cordoned off from public access during the conduct of the Gun Salute.

2. TERM

The term of this agreement shall be from 11 0900 November 2019 until 11 1200 November 2019.

3. LICENSE FEE

Total consideration for the use of the Premises is \$1.00, and the LICENSOR hereby acknowledges the receipt and sufficiency of this consideration.

4. INSURANCE

The LICENSOR acknowledges that the LICENSEE is self-insured.

5. INDEMNIFICATION

Subject to the *Crown Liability and Proceedings Act*, the LICENSEE indemnifies and saves harmless the LICENSOR, its servants, agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, her servants, agents, or employees, or on account of any damage to the property of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the license granted herein.

6. LICENSOR'S PROPERTY

The LICENSEE agrees to assume full responsibility for the care of the Premises during her occupation, and to assume all risk of loss, damage, or injury to herself, her servants, agents, employees or licensees.

7. DAMAGES

The LICENSEE shall not be responsible for any damage or loss to the Premises arising from circumstances, acts or conditions beyond her control, or due to "force majeure", which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

8. ENVIRONMENTAL DAMAGE

The LICENSEE is liable for any environmental damage to the Premises caused during her occupation, except for:

- a) any environmental damage to the Premises caused by the previous occupation of the premises by other persons, organizations, or the LICENSOR;
- b) any environmental damage to the Premises arising during the period covered by this agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement; and
- c) any environmental damage to the Premises caused by any other persons, organizations, or by the LICENSOR.

9. GOVERNING LAW

This agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of Ontario, including the laws of Canada.

IN WITNESS WHEREOF this agreement has been executed by The City of Sault Ste. Marie and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence.

SIGNED, SEALED AND DELIVERED
in the presence of

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, AS REPRESENTED
BY THE MINISTER OF NATIONAL
DEFENCE**

Witness
Printed Name: _____

SIGNED, SEALED AND DELIVERED
in the presence of

Per: _____ Date _____
Name: Maj. S. Sangarapillai
Title: Officer Commanding
RP Ops Section Toronto

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Witness
Printed Name: _____

Per: _____ Date _____
Print Name: Christian Provenzano
Title: Mayor _____
October 22, 2019

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-203

REGULATIONS: (R1.41) A by-law to exempt Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment), while using the Hub Trail Boardwalk, from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie.

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

1. BY-LAW 2008-168 AMENDED

Despite the provisions of By-law 2008-168, Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment) may be allowed to discharge a firearm on the Hub Trail Boardwalk for a Remembrance Day Ceremony Gun Salute in support of the annual Remembrance Day commemoration on November 11, 2019.

2. BY-LAW 80-200 AMENDED

Despite the provisions of By-law 80-200, Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment) may be allowed to discharge a firearm on the Hub Trail Boardwalk for a Remembrance Day Ceremony Gun Salute in support of the annual Remembrance Day commemoration on November 11, 2019.

3. EFFECTIVE DATE

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

PASSED in Open Council this 22nd day of October, 2018.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-204

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1274 Queen Street East and 1276 Queen Street East (Harald and Sonja Prenzel).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. 1274, 1276 QUEEN STREET EAST; LOCATED ON THE NORTH SIDE OF QUEEN STREET EAST, APPROXIMATELY 80M EAST OF CHURCHILL BOULEVARD; CHANGE FROM R2 to R2.S WITH A “SPECIAL EXCEPTION”

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 1/1-6 of Schedule “A” to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a “Special Exception”.

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(388) and heading as follows:

“2(388) 1274 QUEEN STREET EAST

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of Queen Street East, approximately 80m east of Churchill Boulevard and having civic no. 1274 Queen Street East and outlined and marked “Subject Property” on the map attached as Schedule 388 hereto is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a “Special Exception” to permit, in addition to those uses permitted in a R2 zone, a triplex subject to the following provision; the required east side yard be reduced from 1.8 to 1.3 metres.”

“2(388) 1276 QUEEN STREET EAST

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of Queen Street East, approximately 80m east of Churchill Boulevard and having civic no. 1276 Queen Street East and outlined and marked “Subject Property” on the map attached as Schedule 388 hereto is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached

Residential) zone with a “Special Exception” to permit, in addition to those uses permitted in a R2 zone, a triplex subject to the following provisions:

- a) the required frontage be reduced from 15 to 13.5 metres.
- b) the required west side yard be reduced from 3 to 2.75 metres.
- c) the required east side yard be reduced from 1.8 to 1.2 metres.”

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 22nd day of October, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Subject Property

**Application Map Series**

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

Legal Department Reference
Schedule "A"

**SAULT
STE.MARIE**

Planning and Enterprise Services

Community Development and Enterprise Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstmarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only

Orthophoto: None

Projection Details

NAD 1983 UTM Zone 16N

GCS North American 1983

0 5 10 20 Meters
1 1.000

Property Information

Civic Address: 1274/1276 Queen St.E
 Roll No.: 010003094000000/010003095000000
 Map No.: 1/1-6
 Application No.: A-17-19-Z
 Date Created: September 3, 2019

Legend

Subject Property - 1274 & 1276 Queen St E

Parcel Fabric



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-205

ZONING: (P1.1(1)) A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 90 Chapple Avenue (Sault Ste. Marie Housing Corporation).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **90 CHAPPLE AVENUE; LOCATED ON THE NORTH SIDE OF CHAPPLE AVENUE, APPROXIMATELY 35M WEST OF THE INTERSECTION OF CHAPPLE AVENUE AND ALLARD STREET; CHANGE FROM PR TO R4.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 43 of Schedule “A” to By-law 2005-150, is changed from PR (Parks and Recreation) zone to R4.S (Medium Density Residential) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(389) and heading as follows:

“2(389) 90 CHAPPLE AVENUE

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of Chapple Avenue, approximately 35m west of the intersection of Chapple Avenue and Allard Street and having civic no. 90 Chapple Avenue and outlined and marked “Area to be Rezoned” on the map attached as Schedule 389 hereto is changed from PR (Parks and Recreation) zone to R4.S (Medium Density Residential) zone with a “Special Exception” to:

- 1) Permit in addition to those uses permitted in a PR zone, a community hub as an additional permitted use;
 - a. For the purposes of this by-law a community hub shall be defined as an establishment containing programming that serves as a central access point for health, social, cultural, recreational and other resources;
- 2) Permit required parking to be located within the required front yard; and
- 3) Reduce required parking spaces from 86 spaces to 68 spaces.”

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

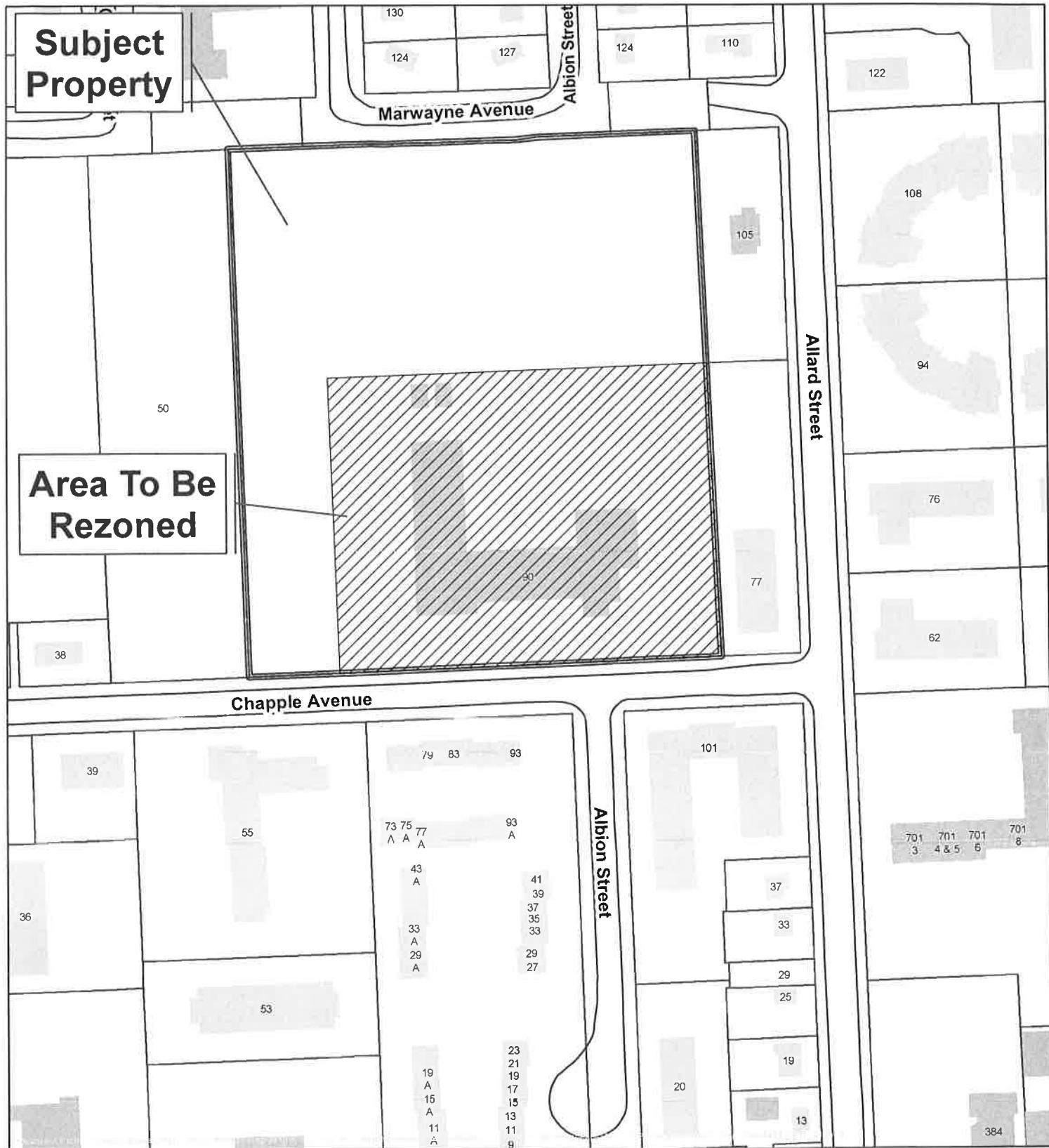
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 22nd day of October 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2019\2019-205 (Z) 2019-206 (DC) 90 CHAPPLE AVE\BY-4048LAW 2019-205.DOCX



Application Map Series	Legal Department Reference	SAULT STE.MARIE Planning and Enterprise Services
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		 SAULT STE.MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca <i>This map is for general reference only</i> Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983
Property Information Civic Address: 90 Chapple Avenue Roll No.: 0300350510000000 Map No.: 43 Application No.: A-18-19-Z Date Created: September 3, 2019	Legend  Area To Be Rezoned  Subject Property - 90 Chapple Avenue  Parcel Fabric	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-206

DEVELOPMENT CONTROL: A by-law to designate the lands located at 90 Chapple Avenue an area of site plan control (Sault Ste. Marie Housing Corporation).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule “A” attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council’s powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as “Area to be Rezoned” on the map attached as Schedule “A” to this by-law.

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

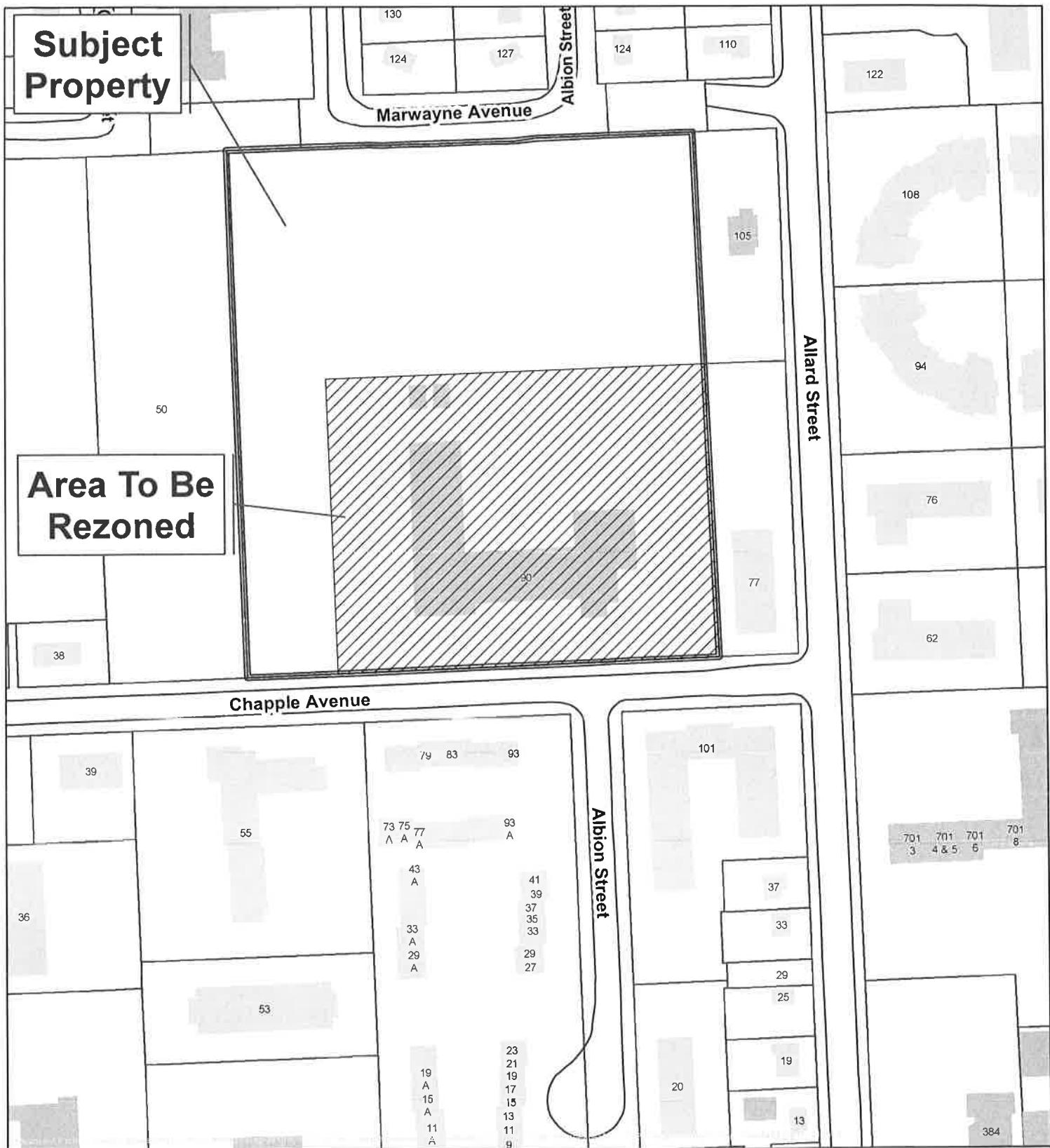
PASSED in open Council this 22nd day of October, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LegalDept\Legal\Staff\LEGAL\ZONING\2019\2019-206 (DC) 90 Chapple Ave\By-law 2019-206.docx

Schedule "A" to By-law 2019-206



Application Map Series	Legal Department Reference	SAULT STE.MARIE Planning and Enterprise Services
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		 SAULT STE.MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca <small>This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</small>
Property Information Civic Address: 90 Chapple Avenue Roll No.: 0300350510000000 Map No.: 43 Application No.: A-18-19-Z Date Created: September 3, 2019	Legend  Area To Be Rezoned  Subject Property - 90 Chapple Avenue  Parcel Fabric	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-207

AGREEMENT: (I3.3) A by-law to authorize the execution of the Agreement between the City and Enbridge Gas Inc. to obtain annual natural gas consumption data for the years 2017 and 2018.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Enbridge Gas Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to obtain annual natural gas consumption data for the years 2017 and 2018.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 22nd day of October, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"**DATA USAGE LICENCE**

Enbridge Gas Inc. ("Company") is the owner of certain aggregated, non-personally identifying, data concerning its customers' natural gas usage and related customer data and data pertaining to the Company's business ("Data"). Company is prepared to provide The Corporation of the City of Sault Ste. Marie ("Counterparty") with the Data on the following terms and conditions:

1. **Acceptance:** By signing this License, Counterparty agrees to be bound by the terms and conditions set out below.
2. **Company's Proprietary Rights.** Counterparty acknowledges and agrees that as between it and Company, Company is the owner of all rights, title and interests including intellectual property rights in the Data and any modifications, additions or amendments thereto, regardless of who undertakes same. Counterparty shall not acquire any right, title or interest in or to any Data. Company reserves all rights not expressly licensed in this License.
3. **License to and Limitations on Use of Licensed Data.** Subject to Counterparty's compliance with the terms of this agreement, Company grants Counterparty a revocable, royalty-free, non-transferable, non-exclusive license to use the Data for the sole and exclusive purpose set out in Schedule 1 ("Purpose"). Except as expressly set out in this License, the Counterparty may not:
 - (a) sell, license, transfer or otherwise commercially exploit the Data;
 - (b) save as provided in Section 4 below, disclose the Data to any third party subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) obligations;
 - (c) create derivative works from the Data;
 - (d) copy the Data (except to make a backup copy);
 - (e) market, distribute, export, translate, transmit, merge, modify, transfer, adapt, loan, rent, lease, share or sub-license the Data, in any way, in whole or in part;
 - (f) re-identify or attempt to re-identify any of the Data to the customer level; or
 - (g) except as set out in Schedule 1 or as expressly authorized by the Company in writing, link or attempt to link the Data to any other data.

The Counterparty will not contact or attempt to contact any person to whom the Data relates (such as a customer of the Company).

4. **Confidentiality.** The Counterparty shall keep the Data strictly confidential, preserving the confidentiality of such Data with the same degree of care it uses to preserve the confidentiality of its own proprietary or confidential information, but in no event less than a reasonable degree of care, and shall not disclose, communicate, provide, divulge or make available in any other way the Data except as expressly provided for in this agreement. Counterparty shall immediately notice Company of any breach of this provision.
5. **Sublicence and Use of Data by Representatives.** Counterparty may sublicence and permit employees, contractors, personnel, agents and other third parties ("Representatives") to use the Data only on behalf of Counterparty and only for the Purpose. Counterparty must provide to such Representatives a copy of this License and obtain from such Representatives a binding acknowledgement of the terms of this License and such Representatives' agreement to be bound by its terms.
6. **Return or Destruction of Confidential Information.** Upon the request of Company, Counterparty shall promptly (a) return or destroy all Data then in the possession of

Counterparty, and (b) provide a certificate from an officer of Counterparty certifying compliance with the obligations set out in this Section. The foregoing obligation to destroy Data shall not apply to: (i) electronic back-up copies made for archival purposes in the normal course; or (ii) copies of Data required by law to be retained; provided that, notwithstanding anything to the contrary in this License, any such retained Data shall, at all times, remain subject to the terms of this License.

7. **No Warranties.** Company shall aggregate customer data in accordance with Company's practices. The Data is provided with all faults on an "as is" and "as available" basis. Company disclaims all warranties whether express or implied, including the warranties that the Data is free from defects; that it will meet Counterparty's requirements; or that errors will be corrected. Company further disclaims all implied warranties that the Data is of merchantable quality, accurate, fit for a particular purpose, or non-infringing. Counterparty's use and any sublicensed or permitted of the Data is solely at its own risk.
8. **Limitation of Liability.** Under no circumstances shall Company, its parent company, affiliates, officers, directors, employees or the officers, directors or employees of its parent company or affiliates or any of its agents (collectively the "**Company Group**") be liable for any indirect, special, incidental or consequential or exemplary damages that result from the use of, misuse of or reliance upon the Data. The liability of Company to Counterparty under any theory of law or equity, arising out of or in any way related to this License shall be strictly limited in the aggregate to the lesser of the actual damages suffered by the Counterparty and \$100.00.
9. **Indemnity.** Counterparty agrees to defend, indemnify and save harmless the Company Group from and against all losses, damages, costs, expenses, claims, demands, actions, proceedings and suits of every kind or nature whatsoever which may be brought against or suffered by the Company Group as a result of Counterparty's breach of this License or as a result of Counterparty's negligence or willful misconduct in connection with this License.
10. **Term and Termination.** This License and Counterparty's rights to the Data may be terminated by Company at any time upon notice. Upon termination of Counterparty's rights, Counterparty agrees to immediately refrain from further use of the Data and comply with Section 6 of this License.
11. **Use of Electronic Communication.** Counterparty agrees that any and all notices, disclosures and communications regarding this License may be made electronically, in accordance with applicable law. Any electronic notice, disclosure or communication Company makes will be considered made when transmitted by Company.
12. **Assignment.** Counterparty agrees that this License may not be assigned by Counterparty without the prior written consent of Company.
13. **Governing law.** Counterparty agrees that this License shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated, in all respects as an Ontario contract. Counterparty agrees to submit to the exclusive jurisdiction of the courts of the Province of Ontario to resolve any disputes in respect of this License.
14. **Severability and Entire Agreement.** This License shall constitute the entire agreement between Counterparty and Company with respect to the Data and supersedes all prior written or oral agreements, representations and other communications between the Counterparty and Company. If any part of this License is held to be unenforceable or invalid, it will be severed and the rest of this License shall continue in full force and effect.

ACCEPTED AND AGREED, this 22nd day of October, 2019.

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

By: _____

Name: Christian Provenzano

Title: Mayor

By: _____

Name: Rachel Tyczinski

Title: City Clerk

We have the authority to bind Counterparty and Counterparty has all powers and authority necessary to enter into this agreement.

SCHEDULE 1 – LICENSE INFORMATION

Purpose	The Counterparty will use the Data for the sole and exclusive Purpose set out below, and for no other purpose: Preparing or complying with the Municipality's Community Energy Plan, or similar form of energy plan
----------------	--

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-208

AGREEMENT: (C3.67) A by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie Insectarium ("Entomica") for an amendment to the previous EDF agreement to reflect the use of funds to hire full-time NOHFC interns, part-time insect care staff and the acquisition of additional insects for programming.

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 July 1, 2019, between the City and The Sault Ste. Marie Insectarium ("Entomica"), a copy of which is attached as Schedule "A" hereto. This Agreement is for an amendment to the previous EDF agreement to reflect the use of funds to hire full-time NOHFC interns, part-time insect care staff and the acquisition of additional insects for programming.

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 22nd day of October, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CITY OF SAULT STE. MARIE FUNDING AGREEMENT

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

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

THE SAULT STE. MARIE INSECTARIUM ("ENTOMICA")

(hereinafter referred to as the "Recipient")

WHEREAS the City Council has passed a resolution to contribute funding to the above noted recipient on a claims basis

AND WHEREAS the parties have mutually agreed to the covenant and funding as set out in this Agreement;

NOW THEREFORE the parties hereto agree as follows:

1.0 Term

The Agreement will commence on the Effective Date and will expire twelve (12) months after:

- i) The completion of the project; or
- ii) Upon the date on which all amounts due to the Recipient by the City under this Agreement, have been paid in full

Whichever is later, unless terminated by the City pursuant to the terms contained herein.

Upon the expiry of the Agreement, the Recipient shall follow the provisions of Section 3.5 of this Agreement.

2.0 Use of Funds

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "B" and that the City retains the right to assess the Recipient's use of Funds at any time; and
- ii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, other grants, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term.

3.0 Funds Provided

Subject to the terms and conditions of the Agreement, The City shall provide Funds to the Recipient in respect to the Project in the amount not exceeding the lesser of \$ 85,362.00.

The Recipient acknowledges that:

- i. It is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement save and except for Municipal Tax Rebate Programs and City Council approved special grant programs; and
- ii. Any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Use of Funds

The Recipient shall use the Funds solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Schedule B and shall carry out the Project in a diligent and professional manner.

3.2 Funds upon Expiry of Agreement

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

3.3 Repayment of Overpayment

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

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

3.4 Accounting Records

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

3.5 Reports

The Recipient shall:

- i. Submit to the City all reports and documents in accordance with the timelines and content requirements set out in the Reports Schedule C.
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Present to City Council a final report following the completion of the project on a date specified by the City including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization.

4.0 Procurement

4.1 The Recipient shall be responsible and accountable for the procurement of goods, services or Assets related to the Project in accordance with a written policy.

4.2 The Recipient shall favour a competitive process for the procurement of goods, Assets and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods, services or Assets for the Project to a specific person or entity.

4.3 The Recipient shall maintain procurement files containing all relevant procurement documentation including, without being limited to, purchase requisitions, tender documents or records of telephone bids, tender evaluations, contracts or purchase orders, invoices, and shipping and receiving documentation.

5.0 Claims and Payments

Subject to the terms and conditions of the Agreement, the City shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the maximum funds

5.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. To initiate reimbursement of Eligible and Supported Costs, the Recipient shall submit:

- i. Copies of vendor invoices, proof of payment, spreadsheet detailing applicable HST rebates, and copies of government funding claims, such as FedNor or NOHFC.
- ii. A certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement
- iii. A completed electronic funds transfer information form which will enable the City to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer;
- iv. Any other documentation in support of the claim as may be required by the City

5.1.1. The City shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which the Recipient shall immediately take action to address and rectify.

5.1.2. Subject to the maximum Contribution amounts set forth in subsection 3.0 and all other conditions in this Agreement, the City shall pay to the Recipient the City's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the City's payment practices.

5.1.3. The City may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.

5.1.4. The City may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the City.

5.2 Final Claim Procedures

In addition to the requirements set out in subsection 5.1, with respect to the Recipients' final claim for any Eligible and Supported Costs, the Recipient shall submit to the City in scope and detail:

- i. A final statement of total Project costs;
- ii. A statement of the total funding provided from all sources for the Project, including total government funding received;
- iii. A final Activity Report on the Project;
- iv. A final Results Report on the outcomes and impacts of the Project for evaluation purposes; and
- v. A certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported costs incurred and Paid submitted for payment

The Recipient shall submit the final claim for Eligible and Supported Costs no later than six (6) months after the completion date or early termination date of the project. The City shall have no obligation to pay any claims submitted after that date.

6.0 Recognition

Recognition of the City of Sault Ste. Marie Economic Development Fund contribution to the project is required. The City logo is to be included in project reports and appropriate marketing products.

7.0 Insurance

The Licensee(s) agrees to maintain at all times during the currency of this license hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licensed to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form, shall be filed with the City of Sault Ste. Marie Community Development & Enterprise Services Department on or before November 4, 2019.

8.0 Indemnity

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

9.0 Default

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

- i) If in the opinion of the City, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with the City;
- ii) If in the opinion of the City, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of Agreement:
 - a) Carry out the Project
 - b) Use or spend Funds; and/or
 - c) Provide Reports
- iii) The nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the City provides the Funds;
- iv) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- v) If any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
- vi) The Recipient ceases to operate; or
- vii) A Conflict of interest that cannot be resolved to the City's satisfaction, acting reasonable

9.1 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- i) Initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project;
- ii) Suspend the payment of Funds for such period as the City determines appropriate;
- iii) Reduce the amount of the Funds;
- iv) Cancel all further payment of Funds;
- v) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by the City shall immediately become due and payable;

- vi) Demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the City, whereupon the amount demanded by the City shall immediately become due and payable;
- vii) Terminate the Agreement, effective immediately, upon giving written Notice to the Recipient; and/or
- viii) Exercise any other rights or remedies available to the City under this Agreement or applicable law.

10.0 Termination

The City may, at its sole discretion at any time and for any reason, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination.

In the event that the City elects to terminate the Agreement as a result of an Event of Default on the part of the Recipient, as set out in Section 9.0 above, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and conditions set out in Section 9.0 and Section 9.1 herein shall apply.

11.0 Notice

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

In the case of notice to the City of SSM:

Tom Vair
Deputy CAO, Community Development & Enterprise Services
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

John Dedes, President
The Sault Ste. Marie Insectarium
105 Bruce Street
Sault Ste. Marie, ON P6A 2X6

12.0 General Provisions

12.1 General Expenses Incurred

Any charges or expenses incurred by either party in preparation for or as a result of this Agreement or the parties' meetings and communications or any work done hereunder are to the sole account of the party incurring same unless otherwise agreed in writing.

12.2 Applicable Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

12.3 Assignment

The Recipient shall not assign or transfer this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

12.4 Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

13.0 Execution of Agreement

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: _____

Date _____

Name and Title: Mayor – Christian Provenzano

By: _____

Date _____

Name and Title: City Clerk – Rachel Tyczinski

I/we have authority to bind the Corporation.

SAULT STE. MARIE INSECTARIUM (ENTOMICA)

By: _____

Date _____

Name and Title _____

By: _____

Date _____

Name and Title _____

I/we have authority to bind the Corporation.

SCHEDULE "A" PROJECT DESCRIPTION

1. PROJECT DESCRIPTION

This project will see the City of Sault Ste. Marie supporting SSMI as they transition to new space within the CBHC. The costs supported will include staff salaries and infrastructure/signage which are outlined in further detail below.

2. THE KEY PERFORMANCE TARGETS ARE:

1. Complete the move of SSMI operations from Mill Market to new facility space at CBHC, which will include:

- (i) state-of-the art insect displays and exhibits,
- (ii) an insect rearing laboratory that meets stringent Canadian Food Inspection Agency certification requirements,
- (iii) office space for two full-time employees,
- (iv) storage space.

2. Employ full-time Executive Director and NOHFC intern for year of transition.

3. Update signage to advertise our presence at the new location.

4. Acquire laboratory and display equipment

Target date: Dec. 1, 2019.

A) Project Dates:

- a. Commencement Date – July 1 2019
- b. Completion Date – September 1 2020

SCHEDULE "B" PROJECT COSTS AND FINANCING

RECIPIENT'S NAME: Sault Ste. Marie Insectarium

ALLOCATION: **\$85,362**

The Recipient acknowledges this is a claims-basis payment for Eligible Projects with Eligible Costs

ELIGIBLE GRANT EXPENDITURES

Staffing	
Executive Director	\$ 61,360
Intern	\$ 8,153
Display Equipment	\$ 10,000
Laboratory Equipment	\$ 4,750
Sign and Banner	\$ 1,099
	\$ 85,362

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

** Upon request, the Recipient will provide copies of invoices for other cost categories to monitor overall Project spending and the City's share of eligible and total costs.

SCHEDULE “C” REPORTING

The following documents shall be filed with the Finance Department of the City:

1. Claims for Eligible and Supported costs incurred in accordance with 5.1
2. Final claims procedures in accordance with 5.2
3. A detailed business plan is provided to the City by March 9th, 2020.

SCHEDULE "D"
SUMMARY OF ELIGIBLE EXPENSES

ELIGIBLE EXPENSE	ACTUAL \$	ACTUAL (NET OF REFUNDABLE HST)
TOTALS:		

I HEREBY CONFIRM THAT ALL FUNDS RECEIVED AND REPORTED IN THIS SCHEDULE WERE APPLIED TO AN
ELIGIBLE EXPENSE AS DEFINED IN SCHEDULE "B."

Signature

Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-209

AGREEMENT: (PR1.16(5)) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services regarding a portion of the Sault Ste. Marie Hub Trail located at 64 Church Street, Sault Ste. Marie.

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 April 1, 2019 between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services, a copy of which is attached as Schedule "A" hereto. This Agreement is regarding a portion of the Sault Ste. Marie Hub Trail located at 64 Church Street, Sault Ste. Marie.

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 22nd day of October, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

LICENSE AGREEMENT (VACANT LAND)

THIS AGREEMENT made in duplicate as of April 1, 2019.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF GOVERNMENT AND CONSUMER
SERVICES**

(hereinafter referred to as the "Licensor")

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "Licensee")

Summary of Basic Terms

The following is a summary of certain provisions, which are part of, and are referred to in subsequent provisions of this License. Any conflict or inconsistency between these provisions and the provisions contained elsewhere in this License will be resolved in favour of the provisions contained elsewhere in this License:

(a) Address of Premises:	64 Church Street, Sault Ste. Marie, Ontario
(b) Area of the Licensed Premises	Four Thousand, Four Hundred Twenty (4,420) square feet.
(c) License Fee:	One Thousand, Five Hundred, plus applicable Sales Taxes.
(d) Term	Five (5) Years.
(e) Commencement Date:	April 1, 2019.
(f) Address of Licensor:	<p>Ontario Infrastructure and Lands Corporation 3767 Highway 69 South, Suite 9 Sudbury, Ontario P3G 0A7 Attention: Vice President, Asset Management Fax: (705) 564-7570</p> <p>With a copy to:</p> <p>Ontario Infrastructure and Lands Corporation 777 Bay Street, Suite 900 Toronto, Ontario M5G 2C8 Attention: Director, Legal Services (Real Estate and Leasing) Fax: (416) 326-2854</p> <p>And an additional copy to:</p> <p>CBRE Limited 18 King Street East, Suite 1100 Toronto, Ontario M5C 1C4 Attention: Global Workplace Solutions – Director, Lease Administration – OILC Fax: (416) 775-3989</p>
(g) Address of Licensee:	<p>The Corporation of the City of Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6 Attention, Jeffrey King, Solicitor/Prosecutor, Legal Department</p>

	Fax: (705) 759-5404
(h) Extension Option	One (1) option to extend the Term of the License for five (5) years.

RECITALS:

- A. Her Majesty the Queen in right of Ontario is the owner in fee simple of certain lands located in the City of Sault Ste. Marie, described as 64 Church Street, Sault Ste. Marie and shown outlined on the sketch attached hereto as Schedule B (hereinafter referred to as the “Lands”).
- B. Her Majesty the Queen in right of Ontario confirms that an authorized signing officer of Ontario Infrastructure and Lands Corporation (“OILC”) has the authority to execute this Licence on behalf of Her Majesty the Queen in right of Ontario, and Her Majesty the Queen in right of Ontario and OILC are and shall be bound by all the Lessor’s covenants, representations and warranties as provided herein.

- C. The parties hereto have agreed that the Licensee shall have the right, pursuant to the license herein granted (the “License”), to utilize the Lands for the purpose of a walking trail with seating areas (the “Use”), subject to the terms and conditions of this License Agreement (the “Agreement”).

IN CONSIDERATION of the mutual covenants hereinafter set forth and other good and valuable consideration, the Lessor and Licensee agree as follows:

DEFINITIONS:

1. As used in this Licence, the following terms shall have the following meanings:

“Authority” means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Lands, or the use thereof.

“Business Day” means any day on which the Government of Ontario normally conducts business.

“Environmental Contaminant(s)” means (i) any substance which, when it exists on the Lands or the water supplied to the Lands, or when it is released onto the Lands or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to the Lands or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including, without limitation, and by way of example, stachybotrys chartarum and other moulds), mercury and its compounds, dioxins and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authorities, or (iii) both (i) and (ii).

“Environmental Laws” means any federal, provincial or local law, statute, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the Environmental Protection Act, R.S.O. 1990, c. E.19, the Environmental Assessment Act, R.S.O. 1990, c. E.18, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, the Safe Drinking Water Act, 2002, S.O. 2002, c.32, and applicable air quality guidelines, as such statutes, regulations and guidelines may be amended from time to time.

“Licensee” includes the successors and permitted assigns of the Licensee.

“Licensor” includes Her Majesty the Queen in right of Ontario, Ontario Infrastructure and Lands Corporation and the successors and permitted assigns of the Licensor.

“Open Data” means data that is required to be released to the public pursuant to the Open Data Directive.

“Open Data Directive” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.

“Permittee” means any existing or contemplated tenant, subtenant, invitee, licensee, permittee, mortgagee, licensee, security holder or other person including any competent authority.

GRANT OF LICENSE, TERM AND FEES

2. The Licensor hereby grants permission to the Licensee, on a non-exclusive basis, to use the Lands together with all facilities of ingress and egress for the purpose of the Use for a term of five (5) years commencing on April 1, 2019 and ending on March 31, 2024 (the “Term”), and subject to the terms and conditions set out in this Licence and which the Licensee hereby accepts and agrees to perform and abide by. There will be no renewal or overholding of this License, unless agreed to by the parties in writing.
3. The Licensee covenants to pay to the Licensor as a Licence Fee, the sum of One Thousand, Five Hundred Dollars (\$1,500.00), in a single sum on the commencement date of the Term, (the “License Fee”) plus all applicable taxes, payable in advance on the first day of the Term.

The Licensee shall send all License Fee payments to the following address:

CBRE Limited
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: OILC PLMS Accounts Receivable

4. This License is a completely net and carefree license to the Licensor and except as expressly set out herein, during the Term, or any extensions thereof, the Licensor is not responsible for any expense and obligation of any nature whatsoever arising from, relating to or affecting the Lands. Without limiting the generality of the foregoing, the Licensee shall be responsible for all costs, expenses and outlays of any nature or kind whatsoever relating to or affecting the Lands and the Licensee’s use thereto, save and except that expressly provided for herein as the Licensor’s obligation.
 - (a) The Licensee shall also pay to the Licensor within thirty (30) days of written demand, in addition to any other monies payable hereunder during the Term of this Licence or any extension thereof, including without limitation any operating costs, utilities, maintenance and minor repairs, snow and garbage removal, additional taxes, grants, rates, fees, or other assessments or payments in lieu thereof that the Licensor, in its sole and absolute discretion, but acting reasonably, determines represents the reasonable allocation or assessment of such charges or levies applicable to the Lands as owned by the Licensor and used by the Licensee pursuant to this Licence for the purposes stated herein and attributable to the Use.
 - (b) The Licensee shall also pay to the Licensor within thirty (30) days of the Licensor submitting an invoice, in addition to any other monies payable hereunder during the Term of this Licence or any extension thereof, for any additional costs that are attributable to the Licensee’s Use and occupancy of the Lands.
5. The Licensee shall pay H.S.T. on any and all payments.
6. The Licensee shall pay all applicable taxes on any and all payments, if required by law.
7. The permission granted herein does not confer any rights in regard to any lands and roadways which are not under the Licensor’s jurisdiction and control.

USE OF LANDS

8. The Licensee acknowledges that no representations or warranties have been made by the Licensor, or anyone acting on its behalf, as to the condition of or title to or the use or zoning of or with respect to any other matter or thing in connection with the Lands or as to the performance of any parts thereof or as to the presence or absence of hazardous substances on the Lands including, without limitation, urea formaldehyde foam insulation and any Environmental Contaminant. The Licensee acknowledges that the Lands are licensed on an "as is, where is" basis and that no representation or warranty is expressed or can be implied as to title, description, fitness for purpose, quantity, condition or quality thereof or in respect of any other thing whatsoever and the Licensee shall complete the Term of this Licence or any extension thereof without abatement of the Licence Fee or any other claim in respect of the Lands or the use thereof.

RIGHT TO EXTEND

9. The Licensee shall be entitled to extend the Licence for one (1) further term of five (5) years (the "First Extension Term"). The First Extension Term shall be upon the same terms and conditions of this Agreement except that there shall be no further right of extension and except for the Licence Fee, which shall for the First Extension Term be based upon the market licence rate as determined by the parties as of the date which is not less than six (6) months prior to the commencement of the First Extension Term, or failing such agreement, by arbitration in accordance with the *Arbitration Act*, 1991, S.O. 1991, c. C-17, as amended, or any successor act thereto. The Licensee shall give written notice to the Licenser of its intention to extend this Agreement not less than six (6) months prior to the expiry of the Term.

LICENSEE'S COVENANTS

10. To pay the Licence Fee in accordance with the provisions of this Agreement.
11. Provided that the Licensee has obtained the Licenser's prior written approval, the Licensee shall, except in the case of emergency, before commencing any work authorized by this Licence, give to the Licenser thirty (30) days prior written notice, and in cases of emergency such previous notice as is reasonably possible, and during any construction work, repair and maintenance, the Licenser may have its representatives present, for whose time and necessary expenses the Licensee shall pay on presentation of invoices therefor.
12. The Licensee shall be solely responsible for obtaining from all Authorities all necessary permits, licenses and approvals to permit the Licensee to occupy the Lands and shall operate the Lands for the Use in accordance with all laws, regulations, by-laws, policies or procedures of any relevant Authorities having jurisdiction.
13. The Licensee shall comply with all provisions of law, including, without limitation, all federal and provincial legislative enactments, municipal by-laws and any other governmental or municipal by-laws, regulations and orders that relate to the Lands, the Licence or the exercise of any of the rights or obligations in the Licence herein granted.
14. The Licenser may, acting reasonably, and from time to time, make and amend rules and regulations for the operation of the Lands, and the Licensee and all persons under its control shall comply with all of such rules and regulations, all of which shall be deemed to be incorporated into and form part of this Agreement.
15. The Licensee acknowledges and agrees that:
 - (a) The Licensee shall not store, bring in or permit to be placed, any Environmental Contaminant on the Lands.
 - (b) The Licensee shall not permit on the Lands, at any time during the Term of this Licence or any extension thereof the presence of any Environmental Contaminant, except in strict compliance with all applicable laws of any relevant Authority including, without limitation, environmental land use, Environmental Laws, occupational health and safety laws, regulations, requirements, permits and by-laws. If the Licensee shall bring or create upon the Lands, any Environmental Contaminant, then such Environmental Contaminant shall be and remain the sole

- property of the Licensee and the Licensee shall remove same at its sole cost and expense upon the expiration or sooner termination of the Term or any extensions thereof, or sooner if so directed by any Authority, or if required to effect compliance with any Environmental Laws or if required by the Licensor;
- (c) Without limiting the effect of section 15(b) herein, should any part or parts of the Lands be discovered during the course of excavation to contain Environmental Contaminants,
- (i) the Licensee shall forthwith inform OILC of the discovery of Environmental Contaminants and shall provide OILC with all information that it then possesses or obtains thereafter respecting such Environmental Contaminants, including copies of all environmental reports. The Licensee shall forthwith inform the Licensor in writing of, any notice by any governmental authority, be it federal, provincial or municipal, alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to the operation of the Lands or relating to any person for whom it is in law responsible or any notice from any other party concerning any release or alleged release of any Environmental Contaminant.
- (ii) the Licensee shall carry out the excavation of the Lands and the removal, transportation and disposal of all excavated soil and materials at an approved facility in strict compliance with all applicable laws of all Authorities including, without limitation, environmental land use, occupational health and safety laws, regulations, requirements, permits and by-laws. The Licensee shall carry out all environmental inspections, investigations and studies necessary to enable it to comply with all applicable laws.
- (iii) The Licensee shall comply with all applicable laws so as not pose a risk to any persons or property.
- (iv) The Licensee shall be fully responsible for the payment of all costs arising out of the provisions herein.
- (v) The Licensee shall diligently comply with all Environmental Laws. The Licensee shall indemnify the Licensor from all loss, costs and liabilities, including all legal expenses, incurred by the Licensor as a result of the Licensee's failure to comply with Environmental Laws.
- (d) The Licensee shall ensure that all contracts that it enters into for environmental studies and reports respecting the Lands or the Licensee's works, whether before, during or after construction, will provide for the Licensor having the full legal benefit of such contracts, studies and agreements.
- (e) If, during the Term or any extensions thereof, any governmental authority, be it federal, provincial or municipal, shall require the clean-up of any Environmental Contaminant held in, released from, abandoned in, or placed upon the Lands by the Licensee or its employees or those for whom it is in law responsible, then the Licensee shall, at its sole cost and expense, carry out all required work including preparing all necessary studies, plans and approvals and providing all bonds and other security required and shall provide full information with respect to all such work to the Licensor provided that the Licensor may, at its option, perform any such work at the Licensee's sole cost and expense, payable on demand.
16. The Licensee shall not in any way use or trespass on any Licensor's lands adjoining the Lands, unless it has the authority to do so.
17. The Licensee shall grade and resurface the Lands, provide suitable drainage and designate areas within the Lands for access, ingress and egress, all at its own expense, in order to properly maintain and operate the Lands for the Use.

18. In the event, the Licensor considers it necessary that fences or barriers be installed or any part or parts of the perimeter of the Lands or around any of the Licensee's installations, the Licensee shall install such fences or barriers at its expense according to the specifications of the Licensor.
19. The Licensee covenants and agrees that the Licensee, its uses, works, installations, equipment, improvements, property and Permittees shall not in any way interfere with, obstruct, delay or cause any damage or inefficiencies to any works of the Licensor or of the Licensor's Permittees, now or hereafter constructed or contemplated on, in or in respect of all or any portion of the Lands from time to time.

20. The Licensee acknowledges and agrees that:

- (a) The Licensee shall maintain the Lands and any of the Licensee's installations thereon in a neat and tidy condition satisfactory to the Licensor.
- (b) Upon termination of this Licence, the Licensee at its own expense shall remove any of its installations and facilities from the Lands and restore the Lands to a condition satisfactory to the Licensor, unless notified in writing by the Licensor to the contrary. If the Licensor provides such written notice to the Licensee, all improvements to the Lands shall become the property of the Licensor without cost. The Licensee shall not leave any open trenches on the Lands unattended. All open trenches shall be completed and clearly fenced in, with such fencing to remain up for the duration of the trenching work.
21. The Licensee shall be responsible for security of the Land and the site during the Term, and without limitation, the Licensee shall take all reasonable steps to ensure that peace, cleanliness and general order is maintained during the Term and persons not affiliated with the Licensee are not permitted access to the Lands.
22. If any construction lien or certificate of action is served or filed against the Lands or any part thereof, whether valid or not and whether preserved or perfected, by reason of work done or to be done or materials or services furnished or to be furnished for the account of the Licensor, or by reason of alteration, repair or installation made or to be made for the account of the Licensee, the Licensee shall promptly discharge the lien or have the certificate vacated, at its sole expense, immediately after notice from the Licensor, or within ten (10) calendar days after registration or service, whichever is earlier. The Licensee shall indemnify and save harmless the Licensor and OILC from and against any liabilities, claims, liens, damages, costs and expenses, including legal expenses, arising in connection with any work, services or material supplied to the Licensee or the Lands. If the lien is vacated but not discharged, the Licensee shall, if requested by the Licensor, undertake OILC's and the Licensor's defence of any subsequent lawsuit commenced in respect of the lien, at the Licensee's sole expense.

In the event that the Licensee fails or refuses to vacate or discharge a construction lien within the time prescribed above, in addition to any other rights of the Licensor, the Licensor and OILC shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Licensor and OILC in so doing (including without limitation, all legal fees and disbursements, the amount and costs of any security posted to vacate the lien and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Licensee. In the event that the Licensee fails to comply with the terms of this section 24, the Licensor may, but shall not be obliged to pay into court the amount necessary to discharge the lien and charge the Licensee with the amounts so paid and all costs incurred by the Licensor, including legal fees and disbursements plus an administrative fee of fifteen percent (15%) of such amounts and costs, which shall be paid by the Licensee to the Licensor, forthwith upon demand.

DEFAULT

23. If at any time the Licence Fee or any other amount payable hereunder is not paid when due, the Licensor shall provide written notice to the Licensee of such arrears and the Licensee

shall have ten (10) consecutive days from the delivery of such notice within which to pay such arrears, failing which the Licensor may terminate this Licence without any further notice.

24. In the event of default in payment of any amount due by the Licensee hereunder, interest shall accrue and be payable on such amount at that rate of interest per annum posted and charged from time to time by the Minister of Finance, compounded monthly until paid. Acceptance of any overdue payment or interest shall not constitute a waiver of any rights or remedies that the Licensor may have hereunder or at law.
25. In the event of default of any of the terms or obligations in this Licence by the Licensee other than payment of any amount due hereunder, the Licensor may provide written notice to the Licensee specifying the default, and if the default is not remedied or if adequate and sufficient measures are not being taken to satisfactorily remedy the same within ten (10) consecutive days of the delivery of the notice, the Licensor may terminate this Licence immediately upon the expiration of the ten (10) day period aforesaid without any further notice.

26. In the event of any default of the Licensee in performing any work, repairs, or other obligations of Licensee under this Licence or making any payments due or claimed due by the Licensee to third parties, the Licensor may perform any such work, repairs, or other obligations of Licensee or make any payments due or claimed to be due by the Licensee to third parties, and without being in breach of any of the Licensor's covenants hereunder and without thereby being deemed to infringe upon any of the Licensee's rights pursuant hereto, and, in such case, the Licensee shall pay to the Licensor forthwith upon demand all amounts paid by the Licensor to third parties in respect of such default and all costs of the Licensor in remediating or attempting to remedy any such default.

RIGHT TO ENTER OR TERMINATE

27. The Licensor reserves the right to inspect the Lands at any time. If in the opinion of the Licensor, the Licensee does anything or permits anything to be done on the Lands or the adjacent lands of the Licensor which may be a nuisance, cause damage, endanger or interfere with access or be considered dangerous or offensive by the Licensor acting reasonably, the Licensor may at the Licensee's expense, forthwith remove, relocate or clear the offending work from the Lands and/or the Licensor's adjacent lands without being liable for any damages caused thereby and the Licensee shall reimburse the Licensor for all expense to the Licensor in so doing or the Licensor may require the Licensee to immediately remove, relocate, clear or cease such activity.
28. The Licensor and anyone acting pursuant to its authority may at any time upon twenty-four (24) hours' prior written notice to the Licensee or at any time without notice in case of emergency enter on the Lands and inspect, operate, maintain, repair, re-arrange, add to, upgrade, reconstruct, replace, relocate and remove any of the Licensor's works or equipment and further may construct, add, inspect, maintain, repair, alter, re-arrange, relocate and remove such new works or equipment the Licensor determines necessary or desirable subject only to abatement of the Licence Fee during the period of physical occupation by the Licensor, or any one acting pursuant to its authority for the aforesaid purposes to the extent that possession and enjoyment of the Lands by the Licensee for its business purpose were interfered with or disturbed during such period of occupation. The Licensor shall not be liable for and is hereby released from all damages, losses, injuries, costs, charges, expenses, suits, proceedings, claims and demands arising in connection with carrying out the work aforesaid, including, without limitation, all claims for damages, indemnification, reimbursement or compensation by reason of loss, interruption or suspension of business or interference or inconvenience howsoever caused or physical damage to the Lands.
29. Despite anything to the contrary in this Licence and without prejudice to the rights of the Licensor hereunder or otherwise, the Licensor shall have the option in its sole discretion at any time(s), to be exercised in each instance by at least ninety (90) days' prior written notice to the Licensee, to terminate this Licence in whole or in part, as the case may be, if

the Licenser considers all or any portion(s) of the Lands to be necessary or desirable from time to time for the works of the Licenser or the Licenser's Permittees, all without any claim by or compensation for the Licensee including without limitation for any inconvenience, interruption, nuisance, discomfort, relocation or removal costs caused thereby, but subject to an adjustment in the Licence Fee payable hereunder.

30. If the Licenser delivers notice of termination pursuant to this Agreement, then all or such portion of the Lands suitable for existing or contemplated works of the Licenser or the Licenser's Permittees shall be deemed deleted from this Licence effective on the date set out in such notice (the "Effective Date") and the Licence shall be deemed to have been terminated or amended, as the case may be, in respect of such specific area(s) as of the Effective Date. In the event of delivery of notice of termination aforesaid, the Licensee shall at its sole expense and without claim or compensation of any kind remove or cause its works to be removed from the Lands or such specific area(s) on or before the Effective Date in the manner set out herein. Without prejudice to the rights of the Licenser hereunder, the Licenser will consider any reasonable request from the Licensee to continue beyond the Effective Date the Licensee's use of the Lands for the Use.

INDEMNITY AND RELEASE AND INSURANCE

31. In order to induce the Licenser to grant this Licence and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Licensee on behalf of itself, its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives and appointees, hereby agrees and affirms:

The Licenser shall not be liable or responsible to the Licensee, or to any third parties whatsoever in any way for any property damage, injury or death caused by or arising out of this Licence including any direct, consequential, incidental, indirect, or special damages suffered by the Licensee or others arising from or out of any occurrence in, upon or relating to the use or presence of the Lands except where such damage, loss, injury or death results from any negligence of the Licenser or those for whom the Licenser is in law responsible. The Licensee shall protect, indemnify and hold harmless the Licenser and its agent Ontario Infrastructure and Lands Corporation, and each of their agents, directors, officers, employees, contractors, service providers and those for whom the Licenser is in law responsible, from and against any and all losses, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property (including improvements) or any other loss or injury whatsoever arising from or out of or as a result of the use of the Lands. If the Licenser shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee arising out of the presence or use of the Lands, then the Licensee shall protect, indemnify and hold the Licenser harmless and shall pay all costs, expenses (including legal fees on a substantial indemnity basis) incurred or paid by the Licenser in connection with such litigation.

32. The Licensee shall at its own expense, arrange and maintain a liability insurance policy satisfactory to the Licenser in the minimum amount of Five Million Dollars (\$5,000,000.00) in order to indemnify the Licenser. The Licensee shall pay any and all deductibles with respect to any claim arising thereunder. Such insurance shall (1) name Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services as represented by Ontario Infrastructure and Lands Corporation, as additional insured (2) contain a cross liability clause, and (3) specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Licenser. A certified copy of such policy or satisfactory certificate in lieu thereof shall be delivered to the Licenser prior to the starting date.

ASSIGNMENT

33. The Licensee shall not assign, transfer, sublincence, part with possession or dispose of all or any part of the Lands or this Licence or any privileges or interests hereby granted to it without the prior written consent of the Licenser which may be unreasonably or arbitrarily

withheld, failing which the Licensor shall be entitled to terminate this Licence immediately after the occurrence of such breach.

GENERAL

34. This Licence and any information or documents that are provided hereunder may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended, the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended, and the Open Data Directive, as amended, if applicable, respectively. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
35. The failure of any party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Licence shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by that party any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the applicable party which expressly waives a right, power or option under this Licence.
36. The Licensee and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, and appointees shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensor, with the Licence or the exercise of any of the rights or obligations of the Licensee hereunder. The Licensee shall disclose to the Licensor in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
For clarification, a “conflict of interest” means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensee’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.
37. Any notice required or contemplated by any provision of this Agreement shall be given in writing addressed in the case of notice to the Licensor to the following address:
To the Licensor:

Ontario Infrastructure and Lands Corporation
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Asset Management
Fax: (705) 564-7570

With a copy to:

Ontario Infrastructure and Lands Corporation
777 Bay Street, Suite 900
Toronto, Ontario M5G 2C8
Attention: Director, Legal Services (Real Estate and Leasing)
Fax: (416) 326-2854

And an additional copy to:

CBRE Limited

18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Global Workplace Solutions - Director, Lease Administration – OILC
Fax: (416) 775-3989

and, in the case of notice to the Licensee, to it in care of:

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6
Attention, Jeffrey King, Solicitor/Prosecutor, Legal Department
Fax: (705) 759-5404

Notices shall be delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the *Electronic Commerce Act*, 2000, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Agreement or at law may not be validly delivered by way of electronic communication, save as specifically provided in this section.

Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed.

38. The provisions of this Licence shall be binding upon and enure to the benefit of the Licensor and the Licensee
39. The Licensee and the Licensor acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement and the Schedules hereto constitute the entire agreement between the Licensor and the Licensee and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Licensor and the Licensee. Schedule A and Schedule B, which are attached to this Agreement, form part of this Agreement.
40. The Licensor and the Licensee agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
41. The headings in the Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Agreement nor any of the provisions hereof.
42. This Licence may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.
43. No interest in the Lands is being conveyed by the granting of this Licence and the Licensee shall not register the Licence or any notice in respect thereof on title without the prior written consent of the Licensor, which consent may be arbitrarily withheld.
44. The Licence shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada

applicable therein and the Parties hereto irrevocably attest to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

45. Time shall be of the essence hereof.

This Agreement is not binding on the Lessor, until it has been duly executed by or on behalf of the Lessor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.

SIGNED, SEALED AND DELIVERED

Dated this _____ day of _____, 20 ____.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

By: _____

Name:

Title:

Authorized Signing Officer(s)

Dated this _____ day of _____, 20 ____.

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

By: _____

Name: Christian Provenzano

Title: Mayor

By: _____

Name: Rachel Tyczinski

Title: City Clerk

Authorized Signing Officer(s)

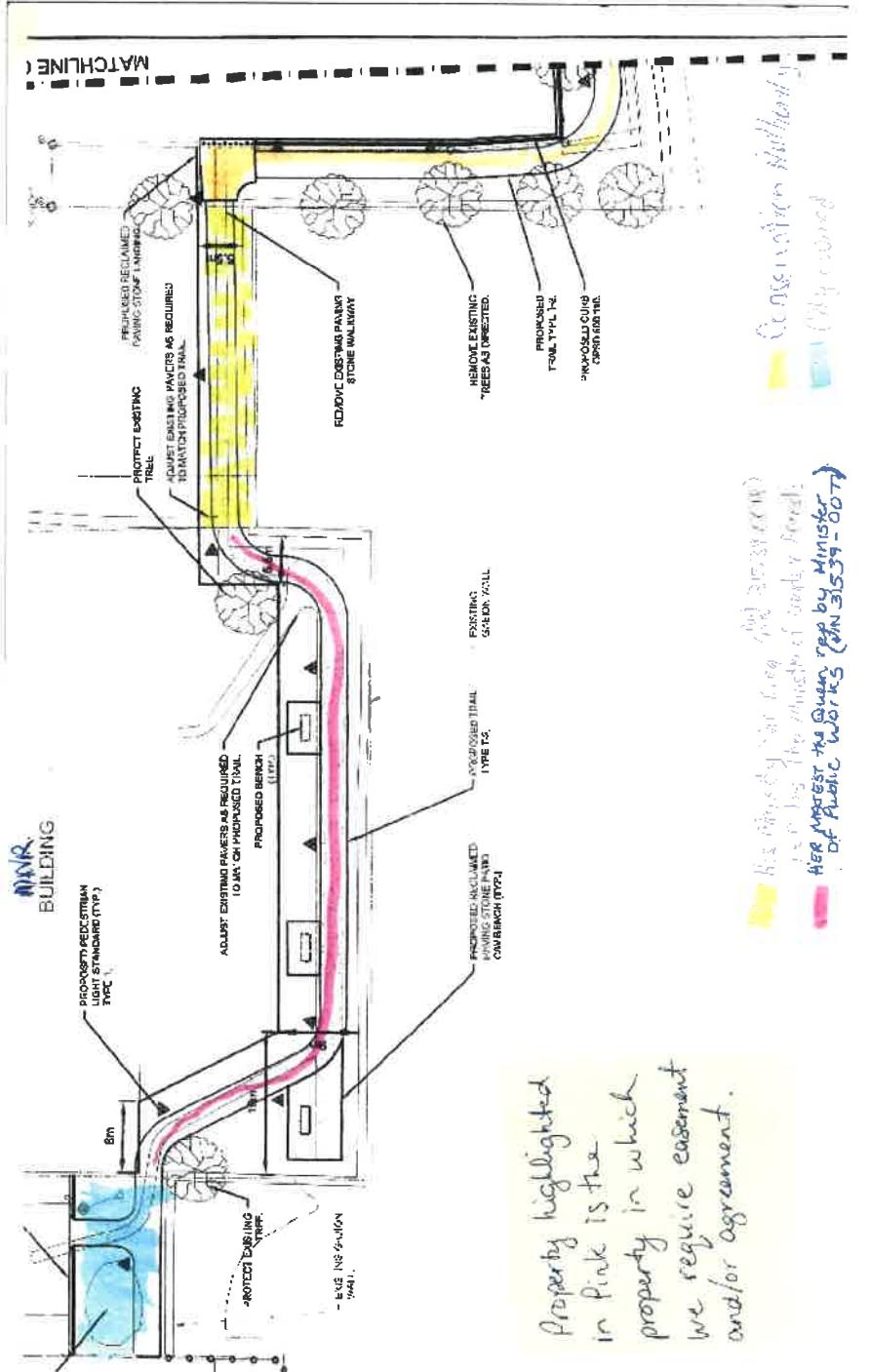
Schedule A

Legal Description of the Lands

WATER LT IN FRONT OF LT 21 CON 1 ST. MARY'S; WATER LT IN FRONT OF LT 22 CON 1 ST. MARY'S; WATER LT IN FRONT OF PL 568 ST. MARY'S; LT ON RIVER FRONT PL 568 ST. MARY'S; HOTEL LT S OF QUEEN ST PL 568 ST. MARY'S; PT LT 21-22 CON 1 ST. MARY'S AS IN CY5553; SAULT STE. MARIE

[PIN 31539-0077]

Schedule B
Plan of Lands



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-210

AGREEMENT: (PR1) A by-law to approve the standard form of a Licence to Occupy City Property Agreement; and further to delegate to the Assistant City Solicitor/Senior Litigation Counsel, or her/his delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. FORM OF LICENCE TO OCCUPY AGREEMENT APPROVED

The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form of the Licence to Occupy City Property Agreement document as set out in Schedule "A" hereto.

2. LICENCE TO OCCUPY AGREEMENT POWERS DELEGATED

The Council hereby delegates to the Assistant City Solicitor/Senior Litigation Counsel, or her/his delegate, signing authority to execute Licence to Occupy City Property Agreement substantially in the form of Schedule "A" on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth.

3. SCHEDULE "A"

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

4. EFFECTIVE DATE

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

PASSED in open Council this 22nd day of October, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this _____ day of _____, 2019.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

(hereinafter referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City ("the City Property") identified as a _____ as shown on the plan attached and marked Schedule "A" to this Licence to Occupy City Property for the purpose of _____.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

) _____

) Print Name:

)

)

)

) THE CORPORATION OF THE CITY OF SAULT STE.
MARIE

)

) _____

) MAYOR –

)

) _____

) CITY CLERK –

SCHEDULE "B"

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to occupy and maintain the City Property for the purposes of _____.
2. The City has no obligation to make any improvements or provide any maintenance to the City Property described in this Licence. These obligations are the Licencee's.

3. Term

The Term of this Licence shall commence on the _____ day of _____, ____, and shall be for a period of _____ years, terminating on _____, _____. This Agreement may be renewed if the Licencee provides the City with notice of its desire to renew this Licence sixty (60) days before expiry of the Term and the parties thereafter successfully negotiate the terms of the renewal of this Licence.

The City or the Licencee may cancel this Licence on giving thirty (30) days' written notice to the other party of their intention to do so.

Notices shall be deemed given if deposited in the mail with postage charges prepaid and address to the party for whom intended at such party's address herein specified.

CITY

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

LICENCEE

4. This Licence may not be assigned without the prior written permission of the City.
5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Licencee's _____ covered under this Licence, the intent being that the City shall be at no risk or expense to which it would not have been put had the Licencee's _____ not been so installed, used, maintained, occupied or been removed by the Licencee.

6. The Licencee will not use or permit the use of the City Property and for any purpose other than the purpose herein set out. No buildings or structures will be erected on the City Property.
7. The Licencee agree to maintain at all times during the currency of this licence hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.
8. (IF APPLICABLE) The Licencees acknowledge that there is City infrastructure, specifically _____ ("Infrastructure") located on and/or under the City Property and agrees not to impede access to this Infrascture by the City (IF APPLICABLE LIST UTILITIES).
9. If the City (AND IF APPLICABLE LIST UTILITIES) requires access to the City Property for any purpose such as but not limited to access to the Infrastructure, the City (AND IF APPLICABLE LIST UTILITIES) is hereby permitted the access it so acquires and further, the City (AND IF APPLICABLE LIST UTILITIES) shall not be responsible for restoring the City Property to its condition prior to access by the City (AND IF APPLICABLE LIST UTILITIES). However, the City (AND IF APPLICABLE LIST UTILITIES) shall leave the City Property in as neat and tidy a condition as possible.
10. The Licencee shall be responsible for all costs and expenses relating to the installation, maintenance, use, occupation and/or removal of the _____ and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.
11. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the installation, maintenance, use, occupation and/or removal of the _____ and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.
12. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the presence of the _____.
13. On termination of this Licence, the Licencee shall forthwith remove the _____ from the City Property at the Licencee's sole risk and expense and leave the City Property in a condition satisfactory to the City; provided that if the Licencees' _____ is not removed by the Licencee within a period of thirty (30) days from the date of such termination, then the City may remove it at the expense and risk of the Licencee.
14. The Licencee consents to the registration of this Licence on title to both the City Property and the Licencee's lands benefiting from the Licence. The Licencee shall be responsible for the costs of the said registration of this Licence.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-213

AGREEMENT: (P1.28) A by-law to authorize the execution of the Agreement between the City and Destination Northern Ontario to implement a series of bilingual wayfinding signs in Sault Ste. Marie.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Destination Northern Ontario a copy of which is attached as Schedule "A" hereto. This Agreement is to implement a series of bilingual wayfinding signs in Sault Ste. Marie.

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 22nd day of October, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

 NORTHERN ONTARIO	Partnership Memorandum of Understanding 2019-20
--	--

- 1. Name and Objective of Partnership:** **Community Wayfinding.** Work with communities, regions and other entities to develop and implement wayfinding signage strategies at the community level utilizing Destination Northern Ontario's wayfinding signage toolkit. Matching community contributions and FedNor funding. **This MOU is for bilingual community wayfinding signage in Sault Ste. Marie.**
- 2. Term of the Agreement**
The term of the Agreement shall commence on **July 15, 2019** shall expire on **March 15, 2020** unless terminated earlier as described in Section 6.
- 3. Payment**
 - The Partner, Corporation of the City of Sault Ste. Marie, shall pay **\$50,000** to Destination Northern Ontario. The Partner must pay these funds prior to the project being considered active and within 30 days of signing of this contract by all parties;
 - **Please see Schedule A for financial guidelines to be adhered to**
 - Destination Northern Ontario is not obligated to pay any vendor invoices on behalf of the Partner until:
 - the Partner has made payment to Destination Northern Ontario for its partnership contribution;
 - Destination Northern Ontario is satisfied with the progress of the project;
 - All invoices are approved and fall within the parameters of the above-mentioned agreement.
 - In the event the agreement terminates (for whatever reason) Destination Northern Ontario agrees to return the remaining portion of the **\$50,000** provided by the Partner; less 33% of all invoices paid by Destination Northern Ontario to date.
- 4. Use of Funds**
 - Destination Northern Ontario's contribution to the partnership is **\$50,000**.
 - FedNor's contribution to the partnership is **\$50,000**.
 - The Recipient, Destination Northern Ontario and the Partner, Corporation of the City of Sault Ste. Marie, acknowledge that funds available for the partnership pursuant to this Agreement shall not exceed **\$150,000 (inclusive of taxes)**.
- 5. Liability**
 - The partner, Corporation of the City of Sault Ste. Marie, shall provide proof of liability insurance with Destination Northern Ontario referenced as one of the additional insured entities (where applicable); and



**Partnership
Memorandum of Understanding
2019-20**

- The partner shall indemnify and hold harmless Destination Northern Ontario and its directors, officers, employees, and representatives from and against any and all costs, claims, demands, expenses, actions, cause of action, and for any and all liabilities for damage to property and injury to persons (including death) howsoever caused, which arise out of, relate to, or result from the contribution, the Recipient, or the payment or non-payment of the contribution to the Recipient..

6. Termination

Destination Northern Ontario may terminate the Agreement at any time upon giving at least 30 days' written notice to the partner.

7. Procurement – Mandatory

Should supplies, equipment or services be required from a vendor **be in excess of \$5,000** procurement will be undertaken by Destination Northern Ontario through a process that promotes the best value for money and adheres to Destination Northern Ontario's Procurement Policy (**Schedule A**).

It is also mandatory that:

- vendor contracts will be drawn up by and be between Destination Northern Ontario and the successful candidate.
- submissions and grading will be provided to Destination Northern Ontario prior to the issuance of the contract and payment for any services.
- Eligible travel expenses-are in accordance with Destination Northern Ontario's operational policy.

8. Roles and Responsibilities

- The partners will agree to a workplan with timelines and deliverables within two weeks of the signing of this MOU.
- It is expected that partners will share recognition requirements (See Section 10 and Schedule B) with any outside contractors preparing materials and/or ensure that the appropriate recognition is in place prior to finalizing materials.
- Samples of all materials (advertisements; banners; signage; etc.) reflecting Recognition Guideline compliance to accompany applicable invoices.

9. Governance Structure



Partnership Memorandum of Understanding 2019-20

The partnership shall be managed by Pat Forrest, Senior Coordinator, Partnerships and Initiatives, Destination Northern Ontario and Don McConnell, Director of Planning and Enterprise Services, Corporation of the City of Sault Ste. Marie, or his designate.

10. Recognition - Mandatory

To acknowledge the contribution of Destination Northern Ontario, FedNor and the Ontario Ministry of Tourism, Culture & Sport in this non-marketing partnership, the Destination Northern Ontario, FedNor and Ontario (trillium) logos must be prominently displayed on major/larger signage only (e.g., welcome signs). See **Schedule “B” and the following link to FedNor graphic design standards:** http://fednor.gc.ca/eic/site/fednor-fednor.nsf/eng/h_fn03967.html.

11. Signage Standards

All signage produced under this partnership must be in both official languages (English and French). All new signage should follow the guidelines found in *Wayfinding: a practical development toolkit for Northern Ontario*. If signage is a continuation of an existing wayfinding signage program, there is some flexibility in the appearance of the signs but no flexibility in the necessity of having the signs produced in both official languages. See details here: http://fednor.gc.ca/eic/site/fednor-fednor.nsf/eng/h_fn01806.html. Note that signage that does not comply with the official language requirement will not be funded by Destination Northern Ontario and FedNor.

12. Reporting

Destination Northern Ontario is required to report on outcomes of its wayfinding partnerships two and five years after completion. In light of this, please track your outcomes (i.e., increased length of stay, visitor satisfaction, etc.).

13. The Agreement includes the following schedules:

- (a) Schedule “A” – Financial Guidelines
- (b) Schedule “B” – Recognition Guidelines
- (c) Schedule “C” – Reporting

14. Entire Agreement.

The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements. The Parties have executed the Agreement on the dates set out below.



**Partnership
Memorandum of Understanding
2019-20**

DESTINATION NORTHERN ONTARIO

David MacLachlan, Executive Director
I/We have authority to bind the Partner.

Date

DESTINATION NORTHERN ONTARIO
111 Elgin Street, Suite 304
Sault Ste. Marie, Ontario P6A 6L6
Tel: (705) 575-9779 / Fax: (705) 575-9780

CORPORATION OF THE CITY OF SAULT STE. MARIE

Christian Provenzano, Mayor

Date

Malcolm White, City Clerk

Date

I/We have authority to bind the Partner.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Tel: 705.759.5375
Fax: 705.541.7165



**Partnership
Memorandum of Understanding
2019-20**

Schedule A - Financial Guidelines

1. To the extent possible, the partner will provide a list of vendors and pricing as part of the workplan. As vendors are procured, the list is to be updated and provided to Destination Northern Ontario.
2. ALL VENDOR Invoices are to be addressed and sent to Destination Northern Ontario at:
Destination Northern Ontario
111 Elgin Street, Suite #304
Sault Ste. Marie ON P6A 6L6
Email: info@destinationnorthernontario.ca
3. Invoices are not to be paid by the partner and submitted to Destination Northern Ontario for reimbursement.
4. All invoices to reference the partnership. For example: Community Wayfinding - SSM
5. Payment is through electronic funds transfer (EFT). Please forward the attached EFT form to Vendors to fill in and return to directly Destination Northern Ontario at the above coordinates and reference the partnership, if you have not already done so. Digital is acceptable.
6. Failure to comply with guidelines may result in the delay of monies being released

DESTINATION NORTHERN ONTARIO PROCUREMENT POLICY

POLICY TITLE: Purchasing Policy	SUBJECT: Purchasing goods and services for the Organization
Policy Section: Finance Effective Date: 10/05/2011	Policy No.: 3 Enacted By:

Policy Statement

- 1.0.0 All employees of the Organization shall be responsible for the execution of this policy.
- 1.1.0 It shall be the policy of the Organization to ensure a fair purchasing policy which is administratively, easy to manage.

Definitions

- 1.0.0 ‘Organization’ shall mean the Northern Ontario RTO 13 or its successors.



**Partnership
Memorandum of Understanding
2019-20**

- 1.1.0 **“Employee”** shall mean any person in the employ of the Organization that received pecuniary value for the exchange of services. This term shall not apply to those who receive an honorarium for holding a particular office or position.
- 1.2.0 **“Immediate Family Member”** shall mean a spouse, common law spouse, child or stepchild.
- 1.3.0 **“Best Value”** shall not be limited to the lowest price but shall be a combination of price and quality. Such a determination shall be left up to the discretion of the employee or Board members of the Organization.

Regulations

General Guidelines

- 1.0.1 All expenditures must be within the guidelines and amounts approved in the annual budget. Expenditures outside of the guidelines or amounts of the annual budget shall be referred to the Board of Directors who will determine the most appropriate course of action.
- 1.0.2 Expenditures less than \$5,000 are at the discretion of the Executive Director.
- 1.0.3 Expenditures between \$5,000 and \$25,000 must be made so as to obtain the best value for the Organization. If the RTO 13 acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the RTO 13 is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than five thousand dollars (\$5,000.00) but less than twenty-five thousand dollars (\$25,000.00) three submissions of quotes must be used. Prior to payment of any of the invoices related to the project, a minimum of three quotes must be received by RTO 13. Where the lowest cost is not accepted a rationale must be submitted and are subject to approval by the Executive of the Board of Directors.
- 1.0.4 Expenditures that exceed \$25,000 must be approved by the Board of Directors of the Organization. Once approved a Request for Proposal Process must be utilized. If the RTO 13 acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the RTO 13 is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than twenty-five thousand dollars (\$25,000.00) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. Prior to payment of any invoices related to a project, a minimum of three bids and their respective evaluation must be evaluated. Where the lowest cost is not accepted a rationale must be submitted and is subject to approval by the Executive of the Board of Directors.
- 1.0.5 Please note: each Request for Proposal must include the following Conflict of Interest Clause: We reserve the right to disqualify any submission due to a conflict of interest. Each applicant must disclose any actual or potential conflict that may be occurring at time of bid or may occur during time of project. If a vendor fails to disclose an actual or potential conflict or where such a conflict cannot be resolved, we have the right to terminate the contract. Any RFP not including this clause will not be accepted by the RTO 13 Board of Directors.



**Partnership
Memorandum of Understanding
2019-20**

VENDOR - Pre-authorized Credit Form

Electronic Funds Transfer (EFT)

Direct Deposit Authorization

To have funds deposited directly to your Bank or other Financial Institution by **Destination Northern Ontario** please complete the authorization and return to **Destination Northern Ontario, 111 Elgin Street, Suite #304, Sault Ste. Marie, ON P6A 6L6** or info@destinationnorthernontario.ca

Company Name		
Contact Name:	Authorized Signature:	
Address:		
City:	Province:	Postal Code:
HST #	Date:	

Please deposit the funds per contractual agreement directly to my/our account (details below):

Details of the account to which funds are to be deposited:

Bank or Financial Institution Name:		
Address of Branch:		
City:	Province:	Postal Code:
Bank or Financial Institution ID Number (3 digits):		
Branch Transit Number (5 digits):	Account # (min 7 digits):	

**Mandatory to attach a cheque marked "VOID" and return it along with this form to Destination Northern Ontario at info@destinationnorthernontario.ca
Thank you.**



**Partnership
Memorandum of Understanding
2019-20**

Schedule B - Recognition Guidelines

Destination Northern Ontario Style Guide

Non – Marketing Partnerships

For non-marketing partnerships please use the following logos **AND all applicable** partnership logos:

Destination Northern Ontario Logo



Ontario Trillium Logo



FedNor Logo



When the use of the FedNor logo or Canada wordmark is mandated, please note they should be of equal size width-wise. The FedNor logo should be placed to the left and the Canada wordmark to the right.

Print

For any print material where a FedNor project is mentioned, including but not limited to newspaper advertising, brochures and promotional signage, both the FedNor logo and the Canada wordmark must be used.

http://fednor.gc.ca/eic/site/fednor-fednor.nsf/eng/h_fn01806.html

Media Relations

Acknowledgement in text

For all material, including press releases, you are required to acknowledge the contributions of FedNor, Destination Northern Ontario and the Ministry of Tourism, Culture and Sport. Please contact the Senior Coordinator, Partnerships and Initiatives for details of the wording at pat.forrest@tourismnorthernontario.com.



**Partnership
Memorandum of Understanding
2019-20**

SCHEDULE C – REPORTING

Reporting Details

A workplan is required at the initiation of the partnership. The partner is required to submit proposals/quotes from all successful vendors, following Destination Northern Ontario's procurement policy (see Schedule A Financial), and submit to Destination Northern Ontario. All vendor invoices are to be **addressed to Destination Northern Ontario for payment processing**.

At mid-point of the partnership an interim report detailing progress towards achievement of performance measures is required, including an updated workplan and the date the project started.

Upon invoicing **samples of all materials** (advertisements; banners; signage; maps, etc.) reflecting Recognition Guidelines and language compliance if applicable are to be provided.

A final report is to be submitted within 30 days of completion of the partnership project or no later than **March 30, 2020**. The final report must include:

- Number, type and location of signs completed (# fabricated and # installed with GIS locations)
- Qualitative and quantitative measures of how the project supports improvements
- Sustainability plan for the project to include ongoing maintenance including budget and partners
- Any successful outcomes noted, i.e., increased usage, higher level of inquiries etc.
- Observations on how the project supported your goals and objectives, business plan etc.
- Any other information you wish to include