



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

Monday, August 12, 2019

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	11 - 29
Mover Councillor M. Shoemaker Seconder Councillor P. Christian Resolved that the Minutes of the Regular Council Meeting of 2019 07 15 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. Shoemaker Seconder Councillor P. Christian Resolved that the Agenda for 2019 08 12 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Social Services Awareness Week	30 - 30
Mike Nadeau, Chief Administrative Officer, Sault Ste. Marie DSSAB	
5.2 "Heavy Equipment" as Defined in Zoning By-law 2005-150	
Hugh MacDonald, counsel for Water Tower Inn	

Mover Councillor M. Shoemaker

Seconded Councillor R. Niro

Resolved that the request of Hugh MacDonald, counsel for the Water Tower Inn, for an interpretation of the definition of "heavy equipment" in zoning by-law 2005-150 be referred to staff for report back to Council.

5.3 Downtown Plaza Development 31 - 56

Tom Vair, Deputy CAO, Community Development and Enterprise Services

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

Mover Councillor D. Hilsinger

Seconded Councillor P. Christian

Resolved that all the items listed under date 2019 08 12 – Agenda item 6 – Consent Agenda save and except Agenda item 6.5 be approved as recommended.

6.1 Correspondence 57 - 60

Hon. Bill Morneau, Minister of Finance in response to Council's April 1, 2019 resolution concerning safeguard measures for the Canadian steel industry.

Hon. Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs concerning launch of revitalized Rural Economic Development program.

6.1.1 Hon. Steve Clark, Minister of Municipal Affairs and Housing 61 - 62

Concerning Audit and Accountability Fund

6.2 Council Travel

Mover Councillor D. Hilsinger

Seconded Councillor P. Christian

Resolved that Mayor Provenzano be authorized to Toronto for one day for a meeting with Noront at an estimated cost to the City of \$711.

6.3 RFP – Professional Services – Third Party Service Delivery Review 63 - 64

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

Mover Councillor M. Shoemaker

Seconded Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2019 08 12 be received and that the proposal submitted by KPMG LLP of Sudbury, ON for the provision of professional services associated with conducting a Third Party Service Delivery Review be approved on a conditional basis; dependent upon the City securing sufficient funding from the Audit and Accountability Fund.

- 6.4 RFP – Utility Systems Upgrades – Black Road Reconstruction – McNabb Street to Second Line East** 65 - 66
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor M. Shoemaker
Seconder Councillor P. Christian
Resolved that the report of the Manager of Purchasing dated 2019 08 12 be received and that the proposals submitted by PUC Services Inc., Algoma Power Inc. and Shaw Cable for utility, street lighting and cable system upgrades for the Black Road Reconstruction project be approved on a sole source basis.
- 6.5 MPAC Real Property Assessment** 67 - 98
- A report of the Manager of Accounting and City Tax Collector is attached for the information of Council.
- Mover Councillor M. Shoemaker
Seconder Councillor P. Christian
Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 08 12 providing information on MPAC real property assessment be received as information.
- 6.5.1 Proposed Amendment**
- Mover Councillor M. Shoemaker*
Seconder Councillor R. Niro
Resolved that the main motion be amended by inserting the following words at the end of the motion:
- "Further Be It Resolved that staff be requested to bring forward a framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units that are owned by property developers remain partially exempt from taxation pending the sale of the dwelling unit to a third party."
- 6.6 Second Quarter Financial Report – June 30, 2019** 99 - 115
- A report of the Manager of Audits and Capital Planning is attached for the information of Council.
- Mover Councillor D. Hilsinger
Seconder Councillor P. Christian
Resolved that the report of the Manager of Audits and Capital Planning dated 2019 08 12 concerning Second Quarter Financial Report to June 30, 2019 be received as information.
- 6.7 Rescheduling October 21 Council Meeting** 116 - 116
- A report of the City Clerk is attached for the consideration of Council.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that the report of the City Clerk dated 2019 08 12 concerning Rescheduling October 21 Council Meeting be received and that October 21, 2019 Council meeting be rescheduled to Tuesday, October 22, 2019.

6.8 Active Transportation Infrastructure Implementation – Update to Traffic By-law 77-200 117 - 119

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that the report of the Senior Planner dated 2019 08 12 be received and that the Legal Department be directed to bring forward the appropriate by-law amendments at a later date.

6.9 A-8-19-Z - 22 MacDonald Avenue – LPAT Appeal 120 - 121

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

The relevant By-law 2019-151 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.10 Downtown Patios – Three Year Patio Agreement 122 - 123

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that the report of the Senior Planner dated 2019 08 12 concerning Downtown Patios – Three Year Patio Agreements be received and that Council authorize the approval of sidewalk patio agreements on a three-year basis; that existing sidewalk patio agreements be extended for an additional two years; and that By-law 2017-51 be amended to reflect the same.

6.11 Sale of 25 Donna Drive 124 - 126

A report of the Assistant City Solicitor / Senior Litigation Counsel is attached for the consideration of Council.

The relevant By-law 2019-152 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12 Black Road Widening – Funding Agreement 127 - 128

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

The relevant By-law 2019-155 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.13	No Parking Zone on Saddle Crescent	129 - 132
	<p>A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.</p> <p>A petition signed by residents of Saddle Court is also attached.</p> <p>The relevant By-law 2019-156 is listed under item 11 of the Agenda and will be read with all by-laws under that item.</p>	
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	Downtown Plaza Development	133 - 136
	<p>A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.</p> <p>The relevant By-law 2019-157 is listed under item 11 of the Agenda and will be read with all by-laws under that item.</p> <p>Mover Councillor D. Hilsinger Seconder Councillor P. Christian Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 08 12 concerning the downtown plaza be received; that the purchase of property be approved and that funding of \$110,134 from the Property Purchase Reserve Fund be approved.</p>	
7.4	Public Works and Engineering Services	
7.5	Fire Services	
7.6	Legal	
7.7	Planning	
7.7.1	A-11-19-Z 412 Second Line West and 236 Prentice Avenue – Pasquale Lento	137 - 154
	<p>A report of the Planner is attached for the consideration of Council.</p> <p>Mover Councillor M. Shoemaker Seconder Councillor P. Christian Resolved that the report of the Planner dated 2019 08 12 concerning Rezoning Application A-11-19-Z be received and that City Council approve the application and</p>	

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

155 - 165

Mover Councillor D. Hilsinger

Resolved that the report of the Planner dated 2019 08 12 concerning Rezoning Application A-13-19-Z be received, and that City Council approve the application and rezone the subject property from Light Industrial Zone (M1) to Light Industrial Zone (M1.S) with a special exception to permit Motor Vehicle Sales and Parts Dealers as an additional permitted use, subject to the condition that the applicant plant coniferous trees along the portion of the south lot line adjacent to 81 Sharon Crescent;

166 - 174

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

Whereas the St. Marys River has been a key part of life and work in the place known as Bawating and Sault Ste. Marie for thousands of years; and

Whereas the St. Marys River was designated in the year 2000 to the Canadian

Heritage Rivers System in recognition of its outstanding cultural, recreational and natural heritage values; and

Whereas the existing heritage information plaques located on the City's waterfront boardwalk were first installed almost 30 years ago;

Now Therefore Be It Resolved that Council 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; and

Be It Further Resolved that Council appoint Councillors P. Christian, M. Shoemaker and Councillor _____ with appropriate municipal staff as resource to this Committee; and

Be It Further Resolved that this Committee, as part of its mandate, engage and work with the Municipal Heritage Committee, the Indigenous community as well as other relevant stakeholders on this initiative.

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 D. Hilsinger

Seconder Councillor P. Christian

Resolved that all By-laws under item 11 of the Agenda under date 2019 08 12 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 2019-151 (Zoning) Repeal By-laws 2019-80 and 2019-81

175 - 175

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2019-151 being a by-law to repeal By-law 2019-80 (being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151) and By-law 2019-151 (being a by-law to designate the lands an are of site plan control) for 22 MacDonald Avenue be passed in open Council this 12th day of August, 2019.

11.1.2 By-law 2019-152 (Property Sale) 25 Donna Drive 1890714 Ontario Inc.(Steve Ficociello)

176 - 177

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2019-152 being a by-law to authorize the sale of surplus property being civic 25 Donna Drive, legally described in PIN 31595-0333(LT) to 1890714 Ontario Inc. be passed in open Council this 12th day of August, 2019.

11.1.3 By-law 2019-153 (OP) 647 MacDonald Avenue (Long Holdings Inc. Leenheer) 178 - 180

Council Report was passed by Council resolution on July 15, 2019.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2019-153 being a by-law to adopt Amendment No. 224 to the Official Plan for the City of Sault Ste. Marie (Long Holdings Inc. Leenheer 647 MacDonald Avenue) be passed in open Council this 12th day of August, 2019.

11.1.4 By-law 2019-154 (Zoning) 647 MacDonald Avenue (Long Holdings Inc. Leenheer) 181 - 183

Council Report was passed by Council resolution on July 15, 2019.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2019-154 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 647 MacDonald Avenue (Long Holdings Inc. Leenheer) be passed in open Council this 12th day of August, 2019.

11.1.5 By-law 2019-155 (Agreement) Black Road Funding 184 - 229

A report from the Director of Engineering is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2019-155 being 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 Transportation for a contribution agreement with the Province for a Connecting Link grant for the widening of Black Road be passed in open Council this 12th day of August, 2019.

11.1.6 By-law 2019-156 (Traffic) Amend Schedule "A" 230 - 230

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2019-156 being a by-law to amend Schedule "A" of Traffic by-law 77-200 be passed in open Council this 12th day of August, 2019.

11.1.7 By-law 2019-157 (Property Acquisition) 535 Queen Street East 231 - 232

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2019-157 being a by-law to authorize the acquisition of property located at civic 535 Queen Street East (1927404 Ontario Inc., Michael McNally) be passed in open Council this 12th day of August, 2019.

11.1.8 By-law 2019-159 (Agreement) Morrison Hershfield Limited 233 - 237

Council report was passed by Council resolution on June 17, 2019.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2019-159 being a by-law to authorize the execution of the Agreement between the City and Morrison Hershfield Limited to provide services to conduct Asset Management Facility Condition Assessments at 24 Municipal Properties in Sault Ste. Marie, Ontario be passed in open Council this 12th day of August, 2019.

11.1.9 By-law 2019-160 (Agreement) Third Party Service Delivery Review 238 - 261

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2019-160 being 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 Municipal Affairs and Housing for the Audit and Accountability Fund for the purposes of conducting a Third Party Service Delivery Review be passed in open Council this 12th day of August, 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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that this Council proceed into closed session to discuss

- a proposed disposition of property; and
- an issue regarding labour relations or employee negotiations;

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

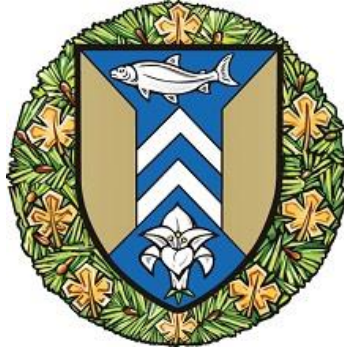
Municipal Act sections 239(2)(c) proposed or pending acquisition or disposition of land; 239(2)(d) labour relations or employee negotiations.

14. Adjournment

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, July 15, 2019

4:30 pm

Council Chambers

Civic Centre

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

Officials: A. Horsman, M. White, T. Vair, L. Girardi, K. Fields, P. Johnson, P. Niro, S. Schell, D. McConnell, S. Hamilton Beach, F. Coccimiglio, M. Borowicz-Sibenik, B. Lamming, T. Vecchio, C. Rumiel, T. Anderson

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that this Council proceed into closed session to consider an issue regarding labour relations or employee negotiations.

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

Municipal Act section 239(2)(d)

Carried

1. Adoption of Minutes

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of 2019 06 17 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Mayor C. Provenzano – Deeming By-law – St. Mary’s Subdivision, Plan 310 (127 Church Street) (The Perzia Group Ltd.)

Client of law firm.

3.2 Mayor C. Provenzano – By-law 2019-142 (Subdivision Control) 127 Church Street

Client of law firm.

3.3 Councillor M. Shoemaker – Contract 2019-7E – Central Street Aqueduct Repairs

Client of law firm awarded contract.

3.4 Councillor M. Shoemaker – A-12-19-Z.OP 647 MacDonald Avenue (Long Holdings Inc.)

Property owned by client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the Agenda and Addendum for 2019 07 15 City Council Meeting as presented be approved.

Carried

11.1.11 By-law 2019-150 (Appointment) City Clerk

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-150 appointing Rachel Tyczinski as City Clerk be passed in open Council this 15th day of July 2019.

Carried

5. Proclamations/Delegations

5.1 Pridefest Week

Susan Rajamaki, David Cartner and Lindsay Ambeault were in attendance.

5.2 Fringe North

Darielle Chomyn, Artistic Director, Fringe North International Theatre Festival was in attendance.

5.3 Cycling Lanes

Dolores Proietti on behalf of Willow Avenue and Pine Street residents; Eric Eddy and André Riopel, Sault Cycling Club; Tracey McClelland, Sault Trails Advocacy Group; and Les Drigan, Pine Street resident were in attendance.

5.4 A-12-19-Z.OP 647 MacDonald Avenue

Chris Russell, Director of Operations, Long and McQuade (applicant) and Michael Adams (opposed) were in attendance

5.5 A-11-19-Z.OP 412 Second Line West and 236 Prentice Avenue - Pasquale Lento

Peter Egidio (for the applicant) and Rob Bolduc (opposed) were in attendance.

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date 2019 07 15 – Agenda item 6 – Consent Agenda be approved as recommended, save and except 6.9 and 6.16.

Carried

6.1 Correspondence

Correspondence from Mayor Provenzano to Minister Phillips and Minister Romano congratulating them on their respective appointments to Cabinet was received by Council.

6.2 Outstanding Council Resolutions

6.3 Property Tax Appeals

The report of the Manager of Accounting and City Tax Collector was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 07 15 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act*.

Carried

6.4 Registration of Tax Arrears Certificates and Sale

The report of the Manager of Accounting and City Tax Collector was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 07 15 be received and that Council authorize the City Tax Collector to commence Tax Sale Proceedings in accordance with the *Municipal Act 2001*.

Carried

6.5 2018 Investment Report

The report of the Chief Financial Officer and Treasurer was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 07 15 regarding the 2018 Investment Report be received as information.

Carried

6.6 Tender for One Articulated Wheel Loader

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2019 07 15 be received and that the tender for the supply and delivery of one (1) articulated wheel loader as required by Public Works be awarded to Strongco Limited Partnership at their total tendered price of \$191,800.00 plus HST after the trade-in allowance is applied.

Carried

6.7 Economic Development Fund Project Cancellations

The report of the Chief Financial Officer and Treasurer was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 07 15 regarding the cancellation of various Economic Development Fund (EDF) projects be received and that the recommended projects be cancelled with uncommitted funds to be used towards current EDF priorities.

Carried

6.8 SSMEDEC Economic Development Fund Request

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 07 15 concerning Sault Ste. Marie Economic Development Corporation Economic Development Fund Request for the Northern Ontario Exports program be approved in the amount of \$8,666 for the years 2019, 2020, and 2021 respectively for a total of \$26,000 over three years.

Carried

6.10 Mill Market Lease and Update

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

The relevant By-law 2019-147 is listed under item 11 of the Minutes.

6.11 Toys for Tickets

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Director, Community Services – Community Development and Enterprise Services dated 2019 07 15 concerning Toys for Tickets be received and that a Toys for Tickets program be initiated as a one-year pilot project.

Carried

6.12 Fan-Friendly Pricing – GFL Memorial Gardens

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Community Services dated 2019 07 15 concerning Fan Friendly Pricing be received and that:

1. Existing “combo pricing” be further promoted
2. \$5/beer (taxes in - 10 oz.) be sold at select concessions
3. A fan friendly hotdog/ french fry/ popcorn option at \$3 (taxes included) each be introduced at select concessions

Carried

6.13 Coalition of Inclusive Municipalities Committee Terms of Reference

The report of the Local Immigration Partnership Researcher was received by Council

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the LIP Researcher dated 2019 07 15 concerning Coalition of Inclusive Municipalities Committee be received and that the Terms of Reference be approved;

Further that Councillors L. Vezeau-Allen and C. Gardi, two Local Immigration Partnership staff, the FutureSSM Social Equity Coordinator, representatives from the Mayor’s Office, Corporate Services, Community Development and Enterprise Services, Legal Department, Accessibility Advisory Committee and Police Services be appointed to the said Committee from July 15, 2019 until December 31, 2020.

Carried

6.14 Pedestrian Crossing – Queen Street at Churchill Boulevard

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Director of Engineering dated 2019 07 15 concerning the Queen Street pedestrian cross-over at Churchill Boulevard be received and that the recommendations to allocate \$13,900 of the 2019 miscellaneous construction budget and sole-sourcing the streetlight distribution work to the PUC be approved.

Carried

6.15 Contract 2019-7E – Central Street Aqueduct Repairs

Councillor M. Shoemaker declared a conflict on this item. (Client of law firm awarded contract.)

The report of the Manager of Design and Transportation Engineering was received by Council.

The relevant By-laws 2019-145 and 2019-146 are listed under item 11 of the Minutes.

6.17 Deeming of 682 and 684 Albert Street West

The report of the City Solicitor was received by Council.

The relevant By-laws 2019-139 and 2019-140 are listed under item 11 of the Minutes.

6.18 540 Albert Street Fourth Lease Extension and Amending Agreement

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

The relevant By-law 2019-144 is listed under item 11 Minutes.

6.9 FutureSSM Project Update

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 07 15 concerning FutureSSM Project Update be received as information.

Carried

6.16 Deeming By-law – St. Mary’s Subdivision, Plan 310 (127 Church Street) (The Perzia Group Ltd.)

Mayor C. Provenzano declared a conflict on this item. (Client of law firm.)

The report of the City Solicitor was received by Council.

The relevant By-law 2019-142 is listed under item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.5.1 Comprehensive Risk Assessment and Fire Master Plan

The report of the Fire Chief was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Fire Chief dated 2019 07 15 concerning the Fire Master Plan update be received as information.

Carried

7.6 Legal

7.7 Planning

7.7.1 A-12-19-Z.OP 647 MacDonald Avenue (Long Holdings Inc.)

Councillor M. Shoemaker declared a conflict on this item. (Property owned by client of law firm.)

The report of the Planner was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Planner dated 2019 07 15 concerning Rezoning and Official Plan Application A-12-19-Z.OP be received and that Council approve Official Plan

Amendment No. 224 by way of a notwithstanding clause to the Industrial Policies to permit retail sales, and rezone the subject property from Medium Industrial Zone (M2) to Medium Industrial Zone (M2.S) with a special exception to permit retail sales as an additional permitted use, subject to the following conditions:

1. That the buffering requirements along the west lot line be waived.
2. That the landscaping requirements along MacDonald Avenue be waived.

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

Carried

7.7.2 A-11-19-Z 412 Second Line West and 236 Prentice Avenue – Pasquale Lento

The report of the Planner was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Planner dated 2019 07 15 concerning Rezoning Application A-11-19-Z be received and that the application to rezone the subject properties from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), subject to the condition that the development shall consist of a maximum of six units in two three-unit buildings be approved;

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

Postponed

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that agenda item 7.7.2 be postponed to a future meeting of Council.

Carried

7.7.3 Active Transportation Implementation – Cycling Lanes – Pine Street and Willow Avenue

The report of the Senior Planner was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Senior Planner dated 2019 07 15 concerning Active Transportation Implementation – Cycling Lanes – Pine Street and Willow Avenue be received and that staff be directed to implement the Pine Street and Willow Avenue routes;

Further that these routes be implemented through a separate contract, providing line painting, as well as pavement markings and painted symbols for four (4) priority routes identified in this report; and

Further that parking prohibitions be extended on the entirety of both Pine Street and Willow Avenue.

Carried

7.8 Boards and Committees

7.8.1 Sault Ste. Marie Public Library Board

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that correspondence from the Sault Ste. Marie Public Library Board dated 2019 06 25 be received and the request for additional funding be referred to 2020 budget.

Carried

7.8.2 Sault Ste. Marie Public Library Board Appointment

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that Jami van Haaften be appointed to the Sault Ste. Marie Public Library Board from July 15, 2019 to November 14, 2022.

Carried

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

8.1 Blake Avenue

Moved by: Councillor R. Niro

Seconded by: Councillor M. Bruni

Whereas Blake Avenue is a residential street in a neighbourhood where many children ride their bikes, and people are out walking with or without pets; and

Whereas Blake Avenue from Wawanosh Avenue to Oryme Avenue runs parallel to Great Northern Road, and motorists travelling at high speeds are using Blake Avenue as a thoroughfare in order to avoid the traffic signals at Wawanosh Avenue and the heavy traffic on Great Northern Road; and

Whereas the residents recently requested a traffic calming assessment which found that their street was not eligible for speed bumps because it does not have a sidewalk

Now Therefore Be It Resolved that the Public Works and Engineering Services consider options that would slow traffic down and make the street safer for pedestrian use, such as a lower speed limit, construction of a sidewalk, and/or the use of signage, etc. and report back to Council.

Carried

8.2 City Parking Lots at Ken Danby Way and Russ Ramsay Way

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Dufour

Whereas the City of Sault Ste. Marie owns the parking lot at Clergue Park bordering Ken Danby Way; and

Whereas the City of Sault Ste. Marie also owns the large gravel lot immediately south of the Bay Tower and Lions Place; and

Whereas both parking lots are used to varying degrees by residents using Clergue Park, the Skating Trail, and vendors during Rotaryfest; and

Whereas a more cohesive layout could allow for greater accessibility, a beautification of the area, and more logical use of the space;

Now Therefore Be It Resolved that staff review the layout and use of both parking lots and bring forward recommendations on optimizing the property for future use.

Carried

8.3 Complete Streets Plan – Pine–Willow Area

Moved by: Councillor D. Hilsinger

Seconded by: Councillor M. Shoemaker

Whereas an open house was held on June 20, 2019 to canvass the issue of bike lanes on Pine Street and Willow Avenue; and

Whereas many of the concerns raised by residents involved issues of crosswalks, accessibility, safety, convenience, and choice for vehicles, pedestrians, cyclists and other travel methods; and

Whereas Council requested a full plan on determining how the recommendations in the Transportation Master Plan, the Cycling Master Plan, the Active Transportation Implementation Plan and the Transit Route Optimization Plan would be implemented in the coming years' capital budgets; and

Whereas it has become obvious through the open house held on June 20, 2019 that a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street is not only a best practice but will work toward satisfying the concerns of residents;

Now Therefore Be It Resolved that staff be requested to report back to Council with a complete streets plan for the area described above, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 open house.

Carried

8.4 Unopened Road Allowance - Capital Project

Moved by: Councillor M. Shoemaker

Seconded by: Councillor D. Hilsinger

Whereas an open house was held on June 20, 2019 to canvass the issue of bike lanes on Pine Street and Willow Avenue; and

Whereas many of the concerns raised by residents involved the intersection of Pine Street and Pleasant Drive; and

Whereas it is in the City's five-year capital plan to open a previously unopened road allowance from the east limit of Northern Avenue southerly through Panoramic Drive to Princeton Drive; and

Whereas the opening of this planned roadway is expected to alleviate traffic volumes at Pine Street and Pleasant Drive;

Now Therefore Be It Resolved that Council refer the inclusion of the opening of the unopened road allowance to the 2020 Capital Budget.

Carried

8.5 Public Information Sessions

Moved by: Councillor D. Hilsinger

Seconded by: Councillor M. Shoemaker

Whereas under the *Environmental Assessment Act*, certain classes of Environmental Assessments do not require public information sessions; and

Whereas it has been a common practice in the City of Sault Ste. Marie to hold public information sessions even when not required to do so; and

Whereas there is no standard process for giving notice of public information sessions to residents within an area affected by the Environmental Assessment; and

Whereas a standard notice policy would assure council that a regular procedure had been followed across all city departments when undergoing an Environmental Assessment;

Now Therefore Be It Resolved that staff be requested to 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.

Carried

8.6 Infrastructure Funding

Moved by: Councillor C. Gardi

Seconded by: Councillor M. Shoemaker

Whereas in June 2018 Canada and Ontario signed a Bilateral Agreement for the Investing in Canada Infrastructure Program (ICIP); and

Whereas the ICIP sees \$10.37 billion earmarked for projects in Ontario including funding streams for Public Transit; Green Infrastructure; Community, Cultural and Recreation Infrastructure; and Rural and Northern Communities Infrastructure; and

Whereas the application process for the earmarked funding sees a municipality declare a project as a priority, then provides that declaration to the Province, who reviews the application and, if agreeable to it, recommends the project for funding to the Federal Government which then considers the project and approves or denies the funding; and

Whereas the ICIP requires the Province to open the application process before the Federal government can determine whether to fund a project; and

Whereas the Province has not yet opened the application process for the Community, Cultural and Recreational Infrastructure or Green Infrastructure funding streams; and

Whereas the development of a twin-pad ice rink at the Northern Community Centre is the City's top recreational infrastructure priority; and

Whereas the City of Sault Ste. Marie intends to apply for funding through the Community, Cultural and Recreational Infrastructure stream for the development of the twin-pad ice rink at the Northern Community Centre when the application process is opened by the Province;

Now Therefore Be It Resolved that the City urges the Province of Ontario to open the Community Cultural and Recreation Infrastructure funding stream under the ICIP for the benefit of municipalities all across Ontario;

Be It Further Resolved that Mayor Christian Provenzano be requested to forward a copy of this resolution to the Premier of Ontario, the Minister of Infrastructure and Sault Ste. Marie MPP Ross Romano.

Carried

8.7 Health Unit

Moved by: Councillor M. Shoemaker

Seconded by: Councillor C. Gardi

Whereas the Province of Ontario has recently announced a plan to merge various public health agencies across Ontario to reduce the total number of Health Units from 35 down to 10; and

Whereas the Province's proposal would see Algoma Public Health merge with the Sudbury Public Health Unit, the North Bay-Parry Sound Public Health Unit, the Nipissing Health Unit, the Timiskaming and Porcupine Health Unit and the Simcoe Muskoka Public Health Unit; and

Whereas details remain scant about the merger plan; and

Whereas the City of Sault Ste. Marie levies 25% of the Algoma Public Health Unit's annual budget and appoints half of Algoma Public Health's board of directors; and

Whereas the City of Sault Ste. Marie is concerned that a merger of health units may result in a reduction in employment in the City of Sault Ste. Marie, but no corresponding reduction in financial obligation by the City of Sault Ste. Marie to the public health of its citizenry; and

Whereas Algoma Public Health operates out of a new, modern, large, purpose built space on Willow Avenue in the City of Sault Ste. Marie;

Now Therefore Be It Resolved that the City of Sault Ste. Marie express to the Province of Ontario that, unless there is a reduction in the municipality's requirement to fund the public health agencies, it opposes the planned merger of the Health Units across Northern Ontario; and

Be It Further Resolved that should the Province of Ontario move forward with the plan to merge the Health Units in Northern Ontario, the City of Sault Ste. Marie wishes to house the offices of the merged public health unit in the City of Sault Ste. Marie at the Willow Avenue offices that currently house Algoma Public Health.

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date 2019 07 15 be approved, save and except 2019-142. 2019-145 and 2019-150.

Carried

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

11.1.1 By-law 2019-139 (Subdivision Control) 682 Albert Street West

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-139 being a by-law to deem not registered for purposes of subdivision control a certain lot in the Murray Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 15th day of July, 2019.

Carried

11.1.2 By-law 2019-140 (Subdivision Control) 684 Albert Street West

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-140 being a by-law to deem not registered for purposes of subdivision control a certain lot in the Murray Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 15th day of July.

Carried

11.1.3 By-law 2019-142 (Subdivision Control) 127 Church Street

Mayor C. Provenzano declared a conflict on this item. (Client of law firm.)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-142 being a By-law to deem not registered for purposes of subdivision control certain lots in the St. Mary's Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 15th day of July, 2019.

Carried

11.1.4 By-law 2019-143 (Traffic) Amend Schedule "A"

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-143 being a by-law to amend Schedule "A" of Traffic By-law 77-200 be passed in open Council this 15th day of July, 2019.

Carried

11.1.5 By-law 2019-144 (Agreement) 540 Albert Street

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that By-law 2019-144 being 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 authorizing the Fourth Lease Extension regarding a portion of 540 Albert Street be passed in open Council this 15th day of July, 2019.

Carried

11.1.6 By-law 2019-145 (Agreement) Central Street Aqueduct Repairs

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-145 being a by-law to authorize the execution of the Contract between the City and 786222 Ontario Inc. o/a Harold Phillips Haulage for the Central Street Aqueduct repairs (Contract 2019-7E) be passed in open Council this 15th day of July, 2019.

Carried

11.1.7 By-law 2019-146 (Temporary Street Closing) Central Street

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-146 being a by-law to permit the temporary closing of Central Street between Dymont Street and Bonney Street from July 22, 2019 to October 31, 2019 for the Central Street Aqueduct repairs be passed in open Council this 15th day of July, 2019.

Carried

11.1.8 By-law 2019-147 (Agreement) Mill Market Sault Ste. Marie

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2019-147 being a by-law to authorize the execution of the Agreement between the City and Mill Market Sault Ste. Marie for a lease agreement for the Mill Market be passed in open Council this 15th day of July, 2019.

Carried

11.1.9 By-law 2019-148 (Agreement) Shaw Business Telephone

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that By-law 2019-148 being a By-law to authorize the execution of the Agreement between the City and Shaw Business, a division of Shaw Telecom G.P., Shaw Business U.S., Inc., and/or Shaw Envision Inc. for the provision of a Unified

Communication System (Telephony) for use by the City be passed in open Council this 15th day of July, 2019.

Carried

11.1.10 By-law 2019-149 (Agreement) On-Demand Transit

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that By-law 2019-149 being a By-law to authorize the execution of the Agreement between the City and Via Mobility LLC for the provision of an On-Demand Transit Technology System as required by the Transit Division of Community Development and Enterprise Services be passed in open Council this 15th day of July, 2019.

Carried

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

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

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

13. Closed Session

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss two proposed acquisitions of property; two proposed dispositions of property; three matters concerning litigation or potential litigation; and two labour relations or employee negotiations matters.

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

Municipal Act sections 239(2)(c) proposed or pending acquisition or disposition of land; 239(2)(e) litigation or potential litigation; 239(2)(d) labour relations or employee negotiations.

Carried

14. Adjournment

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



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

Here to help.
Ici Pour Aider



**Ontario
Aboriginal**
Housing Services



Canadian Mental
Health Association
Mental health for all



"We Care for What Really Matters"

Homelessness
Prevention Team



SOCIAL SERVICES AWARENESS WEEK 2019

**AUG
19**

HUB CRAWL
9:00 a.m. to 1:30 p.m.

**AUG
20**

INFORMATION STATION @ THE MALL
Station Mall 10:00 a.m. to 4:00 p.m.

**AUG
21**

BUBBLES AND BOOKS IN THE PARK
Bellevue Park 9:00 a.m. to 12:00 p.m.
Random Acts of Kindness Day

**AUG
22**

POP-UP CAFE
180 Brock St. 11:00 a.m. to 3:00 p.m.

**AUG
23**

GAME ON NEIGHBOURHOOD STREET PARTY
Albion/Chapple Community Hub
11:00 a.m. to 2:00 p.m.



Ontario

MINISTRY OF COMMUNITY
AND SOCIAL SERVICES
MINISTÈRE DES SERVICES
SOCIAUX ET COMMUNAUTAIRES



Algoma
PUBLIC HEALTH
Santé publique Algoma

JohnHoward
SOCIETY OF SAULT STE. MARIE



Algoma Family Services
SERVICES AUX FAMILLES D'ALGOMA



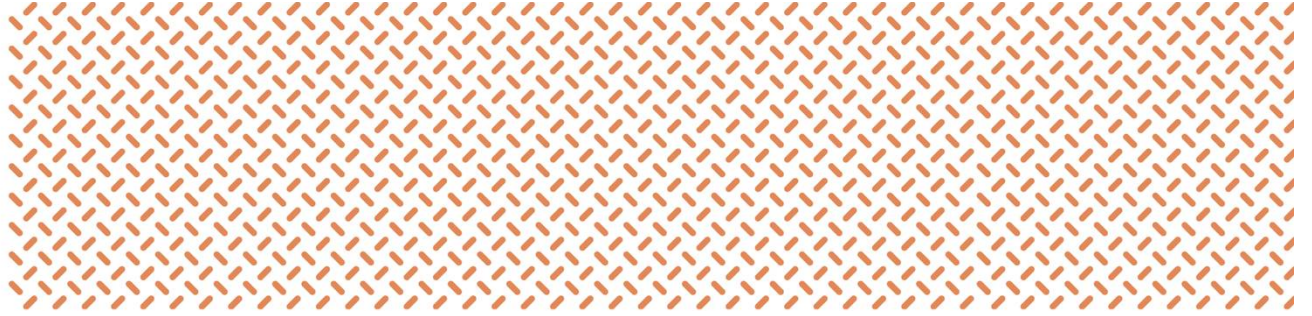
Children's Aid Society of Algoma
Société d'aide à l'enfance d'Algoma

EarlyON

Child and Family Centre

ON y va

Centre pour l'enfant et la famille



Sault Ste. Marie Downtown Plaza

August 12, 2019



Background

- Revitalizing SSM's downtown has been recognized as a community priority
 - Corporate Strategic Plan
 - Planning Department revitalization efforts
 - Downtown Development Strategy
 - 3rd Community Improvement Plan for downtown (patio's, grants, etc.)
 - SSM Downtown Association
 - FutureSSM Downtown Development Action Team
 - Roger Brooks Review
 - Tourism SSM
 - Community development best practices



Downtown Development

“Downtown is the litmus test for the health of a community – that goes for site selectors, investors and newcomers considering moving.

Hard Fact: No locals, no visitors – downtown should be your community living room.”

– Roger Brooks



Plaza Vision





Plaza Vision





Plaza Components – Water Feature



- Precedent images for example purposes only



SAULT
STE. MARIE

Plaza Components – Stage and Large Screen



- Precedent images for example purposes only



Plaza Components - Lighting



- Precedent images for example purposes only



Plaza Components – Public Art



- Precedent images for example purposes only



Plaza Components – Skating Rink



- Precedent images for example purposes only



Plaza Components – Trees and Benches



- Precedent images for example purposes only



Plaza Components – Play Feature



- Precedent images for example purposes only



Plaza Vision





**SAULT
STE. MARIE**

Queen Street Vision





**SAULT
STE. MARIE**

Bay Street Underway





Spring Street

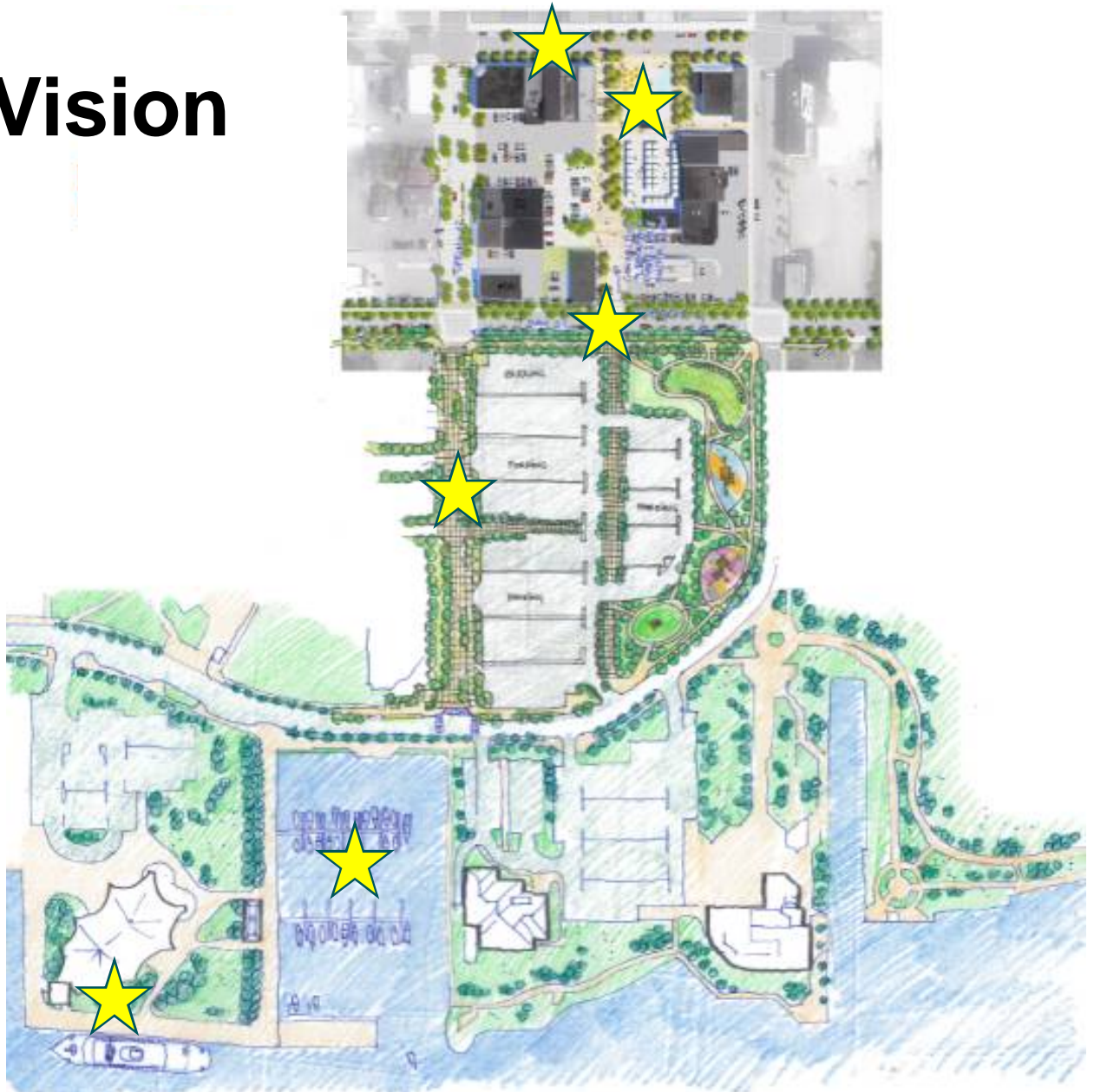
- Conceptual rendering only
- Project not estimated or included in capital planning currently





SAULT
STE. MARIE

Downtown Vision





Why?

- Health of downtown is vital to economic development – one the most important factors that businesses, labour force, students, youth, assess health of a community
- Incentivize new development
- Drive tax assessment and property valuations
- Part of Corporate Strategic plan to revitalize downtown
- Provide space for community events/activity downtown year round (four season venue)
- Support tourism



Why? (cont'd)

- Community pride and morale
- Community living room – that third place beyond home and work for people to gather
- Age friendly community - provide youth with space downtown & seniors with attractive park space
- Have fun - (recent success of Downtown garage sale, Raptors Jurassic Park, Poutine Fest)
- City can, and should, demonstrate leadership in this area



Plaza Cost

- Estimate – City Share \$3.2M (assuming funding, sponsorship and donation support)

<u>Project Cost</u>		<u>Project Funding</u>	
Plaza development	\$ 6,200,000	Gov't Funding and Sponsorship	\$ 3,400,000
Property acquisition	\$ 400,000	City Share	\$ 3,200,000
Total Cost	\$ 6,600,000		\$ 6,600,000

- Fundraising and sponsorship
 - Water feature
 - Pavilion
 - Brick, tree and bench sponsorship
- Lighting sponsor
- Public art sponsor
- Play feature sponsor

*The City can provide tax receipts for certain items that are approved by Council as a City project



Funds allocated

- In the 2019 budget, Council approved \$256k towards downtown amenity improvements which were earmarked by staff for detailed drawings for plaza development should Council approve
- \$2.5M of funds were earmarked for plaza from the gas tax money, while a portion was utilized for Bay Street in 2019, with Council approval it was anticipated the 2020 Capital Road budget plan as forecasted and presented during the 2019 budget deliberations will be re-prioritized to accommodate the replacement of the one-time gas tax top up funds for the plaza.
- \$500,000 in capital set aside for growth initiatives



Budget Summary

Summary		
Site Preparation		\$ 160,382
Paving (unit pavers, play surface, etc)		\$ 1,121,267
Earth Works (site grading)		\$ 128,306
Concrete Works		\$ 7,395
Lighting and Event Servicing		\$ 710,400
Public Art		\$ 200,000
Site Furnishings (play area, benches, tables, chairs)		\$ 266,997
Planting (trees, soil cells, planting beds)		\$ 232,068
Tree Care and Soil Augmentation		\$ 15,210
Ice Rink/Water Features		\$ 750,000
Pavilion, Stage, Washrooms		\$ 1,100,000
Site Servicing, Irrigation		\$ 190,000
Sub-Total Tender Estimate		\$ 4,882,025
Change Order Contingency - 4%		\$ 195,281
Escalation Contingency - 7.5%		\$ 537,023
Design and Technical Contingency - 5%		\$ 585,843
TOTAL TENDER ESTIMATE		\$ 6,200,172



Path Forward

- Property acquisition
- Public, business and youth consultation
- Detailed design and costing (RFP for consultant)
- Fundraising campaign
- Public art collaboration
- Final Council budget approval – design and funding
- RFP for construction
- Construction Spring 2020



The Power of Public Plazas – top recommendations from Roger Brooks

- Your plaza should be in the “heart” of your downtown ✓
- Home to activities all 12 months of the year, and at least 15 days of each month – not just weekends ✓
- Add music and lighting – it is critical ✓
- Public restrooms are a must ✓
- Provide ample vendor space ✓
- Beautification is a must - Every plaza should include trees (preferably deciduous. They create shade, a lighting platform, and a welcoming feeling), raised planters, large potted plants (and trees), and borders for annual color. ✓
- Plazas and public markets should be joined at the hip. ✓
- Make sure you include water – fountains, etc. number one draw in the world ✓
- Include a permanent stage ✓
- Include amphitheater space ✓
- Multiple levels create intimate spaces ✓



Four Seasons Day & Evening Activities Young and old

Activity 250 days/year

Event space to avoid closing
Queen Street more frequently

Summary

1 Site Preparation	\$	160,382
2 Paving (unit pavers, play surface, etc)	\$	1,121,267
3 Earth Works (site grading)	\$	128,306
4 Concrete Works	\$	7,395
5 Lighting and Event Servicing	\$	710,400
6 Public Art	\$	200,000
7 Site Furnishings (play area, benches, tables, chairs)	\$	266,997
8 Planting (trees, soil cells, planting beds)	\$	232,068
9 Tree Care and Soil Augmentation	\$	15,210
10 Ice Rink/Water Features	\$	750,000
12 Pavilion, Stage, Washrooms	\$	1,100,000
13 Site Servicing, Irrigation	\$	190,000
Sub-Total Tender Estimate	\$	4,882,025
Change Order Contingency - 4%	\$	195,281
Escalation Contingency - 7.5%	\$	537,023
Design and Technical Contingency - 5%	\$	585,843
TOTAL TENDER ESTIMATE	\$	6,200,172



JUL 19 2019

Mr. Malcolm White
Deputy CAO/City Clerk
Corporate Services
The Corporation of the City of Sault Ste. Marie
m.white@cityssm.on.ca

Dear Mr. White:

Thank you for your correspondence of April 17, 2019, written on behalf Sault Ste. Marie City Council, regarding the imposition of final safeguards on imports of certain steel products. Please excuse the delay in replying.

On April 3, 2019, the Canadian International Trade Tribunal (CITT) recommended the imposition of final safeguards on imports of heavy plate and stainless steel wire, following its finding that increased imports of these products threatened to cause serious injury to domestic producers.

In response, on May 13, 2019, the Government of Canada imposed final safeguards on imports of heavy plate and stainless steel wire. As recommended by the CITT, the final safeguards take the form of tariff-rate quotas that are intended to remedy the threat of serious injury caused by increased imports. These safeguards will remain in place until October 2021.

In light of the CITT's finding that final safeguards were not warranted on other products, and in accordance with Canadian law, the provisional safeguards on imports of concrete reinforcing bar (rebar), energy tubular products, hot-rolled sheet, pre-painted steel and wire rod expired on April 29, 2019. That said, our Government recognizes that distortions in the global steel market could cause the market situation to change rapidly and create challenges for Canadian steel producers, workers and communities.

That is why, on April 26, 2019, our Government announced an intensive 30-day consultation with steel producers and workers to consider further improvements to Canada's trade remedy and import monitoring regimes. A subsequent working group involving steel producers, union and federal government officials has developed recommendations that would improve protections for Canadian steel producers and workers from unfairly traded imports and improve steel import monitoring. Our Government is currently considering the implementation of these recommendations.

As well, on June 21, 2019, amendments were made to the *Customs Tariff* and the *Canadian International Trade Tribunal Act* to temporarily remove the two-year moratorium on the imposition of safeguards on products that were previously subject to such measures. These amendments provide our Government with additional flexibility to respond quickly and appropriately to situations where a substantiated surge in imports harms, or could harm, Canadian producers and workers.

Lastly, given the importance of the U.S. market for the Canadian steel industry, I note that, leading up to and throughout the period when U.S. Section 232 tariffs applied to Canadian steel, our Government engaged intensively with U.S. officials, members of Congress, and stakeholders to achieve a resolution to this issue. We stood firm and did not back down until we achieved the full lifting of the U.S. tariffs. This outcome was achieved on May 17, 2019, when the U.S. and Canada announced that they would eliminate their mutual tariffs on steel and aluminum imports. The removal of these tariffs and surtaxes reinforces the Canada-U.S. trade relationship, which is vital for the mutual prosperity and security of both countries.

Thank you for writing on behalf Sault Ste. Marie City Council.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Bill Morneau', followed by a period.

The Honourable Bill Morneau, P.C., M.P.



July 29, 2019

His Worship Christian Provenzano
Mayor
City of Sault Ste. Marie
mayor.provenzano@cityssm.on.ca

Dear Mayor Provenzano:

On behalf of the Ontario Government, I am pleased to announce the launch of the revitalized Rural Economic Development (RED) program.

Our government is committed to supporting economic growth in rural communities and ensuring that Ontario is open for business. That's why we've updated the RED program – to focus on projects that will bring real benefits to communities and help attract investment and create jobs, while also providing greater value for taxpayer dollars.

The updated program will continue to support projects that diversify and grow local economies and will now target more impactful projects with tangible community benefits. It will also reduce the burden for applicants, create efficiencies in program delivery, and better align with the government's priorities of creating jobs and removing barriers to investment and growth in Ontario's rural communities.

The program will offer two new project categories:

- Economic Diversification and Competitiveness Stream: will support projects that remove barriers to business and job growth, attract investment, attract or retain a skilled workforce or strengthen sector and regional partnerships and diversify regional economies.
- Strategic Economic Infrastructure Stream: will support minor capital projects that advance economic development and investment opportunities.

.../2

The first application intake for eligible applicants will take place from July 29 to September 9, 2019. All program details including the program guide and application form will be available online on July 29, 2019, on the ministry [website](#).

Sincerely,

A handwritten signature in black ink, appearing to read 'Ernie Hardeman', with a large, stylized initial 'E'.

Ernie Hardeman
Minister of Agriculture, Food and Rural Affairs

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000



MIN-2019-003914

August 8, 2019

Your Worship
Mayor Christian Provenzano
City of Sault Ste. Marie
mayor.provenzano@cityssm.on.ca

Dear Mayor Christian Provenzano,

Thank you for your submission to the *Audit and Accountability Fund* and for your commitment to demonstrating value for money.

I am pleased to inform you that the Government of Ontario will provide funding of up to \$205,000.00 towards the City of Sault Ste. Marie Service Delivery Review for the cost of an independent third-party reviewer to deliver a final report with specific and actionable recommendations for cost-savings by November 30, 2019.

In the 2019 Ontario Budget, *Protecting What Matters Most*, our government put forward a plan to achieve savings of four cents on the dollar to set Ontario on the path to a sustainable government. As an important part of this plan, our government is committed to assisting large urban municipalities in doing their part to become more efficient. The work the *Audit and Accountability Fund* will support in your municipality is an important step toward achieving that goal.

A transfer payment agreement is required to provide funding for this work. I have enclosed a transfer payment agreement for this project for your review and signing.

Ministry staff will work with your staff to finalize the transfer payment agreement and work through details of funding implementation. Should you have any questions, please feel free to contact Marcia Wallace, Assistant Deputy Minister at marcia.wallace@ontario.ca.

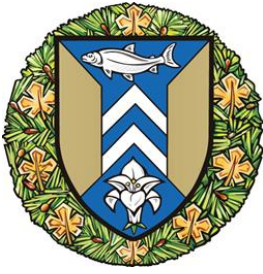
I would like to offer my congratulations on this funding approval under the *Audit and Accountability Fund* and extend my best wishes as you work to improve service delivery and administrative efficiency in your municipality.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark". The signature is written in a cursive, flowing style.

Steve Clark
Minister

c. Albert Horsman
CAO, City of Sault Ste. Marie



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

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Professional Services – Third Party Service Delivery Review

PURPOSE

This report has been prepared for Council's information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of professional services associated with conducting a Third Party Service Delivery Review for the City of Sault Ste. Marie as required by the office of the Chief Administrative Officer. Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

On May 21, 2019, the Government of Ontario announced a \$7.35 million Audit and Accountability Fund for large urban municipalities and district school boards. The purpose of the fund is to invest in helping municipalities become more efficient, effective, and modernize service delivery while protecting front line jobs.

The City has filed an Expression of Interest for review and approval by the Ministry of Municipal Affairs and Housing for funding to conduct an independent third party service delivery review.

The objective of the review is to develop strategies and implementation plans relating to service delivery in accordance with the Audit and Accountability Fund. It builds upon the Service Profile Development presently being undertaken by KPMG LLP as previously approved by Council.

Conducting the review is conditional upon the City receiving sufficient funding from the Province's Audit and Accountability Fund.

A Request for Proposal for provision of professional services to conduct a Third Party Service Delivery Review was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on July 15, 2019.

ANALYSIS

Proposals from two (2) proponents were received prior to the closing date. The Proposals received were evaluated by a committee comprised of the Chief Administrative Officer, and staff from Corporate Services (Finance Administration, and Purchasing):

KPMG LLP, Sudbury, ON

MNP LLP, Toronto, ON

It is the consensus of the Evaluation Committee that the Proponent scoring highest in the evaluation process is KPMG LLP.

FINANCIAL IMPLICATIONS

KPMG LLP has proposed an all inclusive Fee of approximately \$43,250 including non-rebatable HST for the Project.

Award of the Project is conditional upon the City receiving sufficient funding from the Audit and Accountability Fund.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the Corporate Strategic Plan. It may be linked to the mission outlined in the Corporate Strategic Plan 2016-2020 to Promote, Encourage and Lead Economic and Social Growth within our Community through the effective provision of municipal services.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 08 12 be received and the recommendation that acceptance of the proposal submitted by KPMG LLP of Sudbury, ON for the provision of professional services associated with conducting a Third Party Service Delivery Review for the City, be approved on a conditional basis; dependent upon the City securing sufficient funding from the Audit and Accountability Fund.

Respectfully submitted,

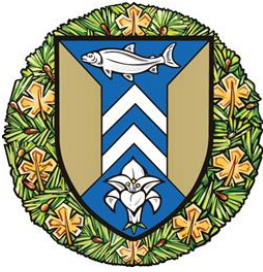


Tim Gowans

Manager of Purchasing

705.759.5298

t.gowans@cityssm.on.ca



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

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Utility Systems Upgrades – Black Road Reconstruction –
McNabb Street to Second Line East

PURPOSE

During the upcoming 2019 and 2020 Construction Seasons, upgrades to the electrical, street lighting and telecommunications systems will be required for Black Road during reconstruction. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

Each Utility Company will be performing upgrades to their own infrastructure (system). Approval of sole sourcing is requested on the basis, in accordance with the Purchasing By-law, when the service can only be supplied by a particular supplier.

ANALYSIS

PUC Services Inc. has provided pricing for upgrades and revisions to its electrical distribution and street lighting systems. Algoma Power Inc. has provided pricing for upgrades to its electrical distribution system. Shaw Cable has provided pricing for upgrades to their cable system.

FINANCIAL IMPLICATIONS

The cost for the upgrades to the PUC Services Inc. systems is approximately \$385,000 plus HST; the cost for upgrades to the Algoma Power Inc. system is approximately \$12,000 plus HST; and the cost for upgrades to the Shaw Cable network is approximately \$85,000 plus HST; with final billings premised on actual costs incurred during the Project.

The preliminary budget for the Black Road Reconstruction Project is \$5,300,000. The City's share of funds of \$2,300,000 was approved in the 2019 Capital Budget, of which approximately \$1,000,000 remains after the re-allocation of funding to the Fort Creek Aqueduct Project in April of this year. The costs for utility system upgrades can be accommodated within the remaining 2019 connecting link allocation.

STRATEGIC PLAN / POLICY IMPACT

These upgrades are linked to Delivery of New Infrastructure as listed in the Infrastructure Focus area of the Corporate Strategic Plan.

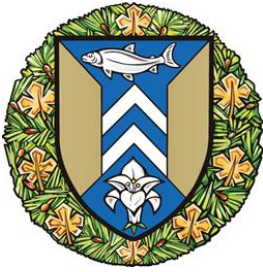
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 08 12 be received and the recommendation that the Proposals submitted by PUC Services Inc., Algoma Power Inc. and Shaw Cable for Utility, Street Lighting and Cable System Upgrades for the Black Road Reconstruction project, be approved, on a sole source basis.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Gowans', is positioned above the printed name.

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

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: MPAC Real Property Assessment

PURPOSE

The purpose of this report is provide Council with information in response to the Council Motion dated December 10, 2019:

Whereas the Municipal Property Assessment Corporation (MPAC) completed a residential real property assessment when the occupancy permit was issued for the residential property; and

Whereas at the request of the municipality, MPAC now completes that assessment when the property is substantially complete; and

Whereas as a result of this policy change, residential properties owned by residential developers may be assessed at full value prior to the issuance of an occupancy permit or the occupation of the home or sale of the home by the developer; and

Whereas City Council wants to encourage residential development and remove any potential policy or financial barriers that it reasonably can;

Now Therefore be it Resolved that Council directs City Staff to assess this issue and determine what policy or procedure can be implemented so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.

BACKGROUND

The Municipal Property Assessment Corporation (MPAC) is responsible for accurately assessing and classifying property in Ontario for purposes of municipal and education taxes. MPAC is established and administered by the Municipal Property Assessment Corporation Act, 1997. The Municipal Property Assessment Corporation Act, 1997 Section 9(1) establishes that the duties and powers of MPAC are assigned to it under the Assessment Act, 1990. It also provides under Section 10(1) that the Minister of Finance

may establish policies, procedures and standards for the provision of assessment services by MPAC in Ontario.

Section 3(1) of the Assessment Act, 1990 states that all real property in Ontario is liable to assessment and taxation and Section 19(1) states that assessment shall be based on current value. MPAC follows this legislation in their fulfilling their responsibility of accurately assessing and classifying property in Ontario. A copy of MPAC's Methodology Guide for Valuing Residential Properties in Ontario is attached for your reference.

ANALYSIS

The City is responsible for maintaining an Assessment Based Management program (ABM). An ABM program includes a series of steps to ensure the correctness of assessment values and to prevent the erosion of the Assessment Roll for the City. The process involves the municipality working with MPAC, the property owners and all stakeholders to ensure equity and timeliness in resolving assessment based issues. This is essential to protect the largest source of municipal revenue and ensuring that equality and fairness underlie the principles of the City's approach to assessment and taxation.

As part of this process, the City will provide information to MPAC, in particular building permits, to assist them in assessing properties. Also, as part of our due diligence the City may query MPAC as to the status of a property being added to the assessment roll. MPAC does not always wait for an occupancy permit to be issued before assessing a property. If, in their opinion a property is not complete they will apply an unfinished allowance to the assessed value.

The City can provide information to MPAC and can work with MPAC to assist in ensuring properties are accurately assessed but it cannot direct MPAC with respect to assessing a property.

To exempt residential real estate developers from full assessment on completed, unoccupied homes being marketed for sale and if Council wants to encourage residential development it could investigate the feasibility of using a Community Improvement Plan (CIP) grant mechanism.

In discussions with Planning, they have indicated the current CIP program is for rental properties with more than four units. Planning has provided the following with respect to the possibility of a CIP for completed unoccupied homes being marketed for sale.

Section 28 of the Planning Act provides the framework for Community Improvement Plans (CIPs), which can be utilized to offer a range of incentives (including tax relief among others) for certain types of development and/or development in certain areas. Generally speaking, CIPs can be utilized to accomplish a broad range of goals that Council feels achieve a public good. Common CIP objectives include:

1. Affordable housing - CIPs which incentivize the creation of new rental units, especially affordable units.
2. Area revitalization - CIPs which incentivize development within specific areas, such as the downtown.
3. Environmental protection - Incentives for environmental protection and remediation projects.
4. Economic development - Incentives for developments that create new employment.

Although it may be possible to utilize CIPs to provide tax relief specifically for new unoccupied dwellings marketed for sale, I am not aware of any municipalities in Ontario that have implemented incentives for this purpose, however further review would be required. Municipal incentives for residential development are generally geared towards the provision of affordable housing or specific area revitalization. Currently, the CIPs we have that incentivize some form of residential development are:

- Rental Housing CIP, which is intended for affordable housing purposes. It aims to achieve the goal of increasing the overall supply of rental units and thus decreasing average rents. Much like the rest of Northern Ontario, average rents here are relatively high while average resale home prices are relatively low.
- Downtown CIP, which is intended for area revitalization purposes. It includes the Upper Floor Residential Conversion Grant which aims to increase the number of people living Downtown, and the Tax Increment Equivalent Grant which encourages redevelopment of buildings or lands for various uses including residential (as you probably know, Riverwalk Condos at the old Plummer Hospital is an example).

From a planning perspective, it is difficult to suggest that creating an incentive applicable to any residential development in any part of the city would achieve a public good or respond to a pressing public issue. Having said that, Planning staff would support the further review of broad incentives (through a CIP or otherwise) for types of residential development that would revitalize specifically identified areas such as the Downtown or established neighbourhoods that are in decline.

FINANCIAL IMPLICATIONS

Not applicable

STRATEGIC PLAN / POLICY IMPACT

Not applicable

RECOMMENDATION

It is therefore recommended that Council take the following action: Resolved that the report of the Manager of Accounting and City Tax Collector dated August 12, 2019 providing information on MPAC real property assessment be received as information.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'C. Pascall', with a stylized flourish at the end.

Christine Pascall, CPA, CA
Manager of Accounting and City Tax
Collector
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MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION



METHODOLOGY GUIDE

VALUING RESIDENTIAL PROPERTIES IN ONTARIO

2016 BASE YEAR

MARCH 2016



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

March 31, 2016

The Municipal Property Assessment Corporation (MPAC) is responsible for accurately assessing and classifying property in Ontario for the purposes of municipal and education taxes.

In Ontario's assessment system, MPAC assesses your property value every four years. This year, MPAC is updating the value of every property in the province to reflect the legislated valuation date of January 1, 2016.

As part of MPAC's commitment to provide Ontario property owners, municipalities and all its stakeholders with best possible service through transparency, predictability and accuracy in values, MPAC has defined three levels of disclosure of information as part of its delivery of this year's assessment update. The first level of information disclosure for residential properties is this Methodology Guide.

This guide provides an overview of the valuation methodology undertaken by MPAC when assessing residential properties for this year's update ensuring the methodology for valuing these properties is well documented and in alignment with industry standards.

Property owners can access additional information about their own properties through aboutmyproperty.ca. Login information for aboutmyproperty.ca is provided on each Property Assessment Notice mailed this year. Additional information about MPAC can be accessed at mpac.ca.

A handwritten signature in black ink, appearing to read "Antoni Wisniowski", written over a light gray rectangular background.

Antoni Wisniowski
President and Chief Administrative Officer

A handwritten signature in black ink, appearing to read "Rose McLean", written over a light gray rectangular background.

Rose McLean, M.I.M.A.
Chief Operating Officer

Table of Contents

TABLE OF CONTENTS	3
1.0 INTRODUCTION	5
1.1 PROPERTIES COVERED BY THIS METHODOLOGY GUIDE.....	5
1.2 LEGISLATION	6
1.3 CLASSIFICATION	6
1.4 THE USE OF THIS METHODOLOGY GUIDE	6
1.5 CONSULTATION AND DISCLOSURE	7
2.0 THE VALUATION PROCESS	8
2.1 OUTLINE	8
2.2 APPROACH	9
2.3 DATA COLLECTION	9
2.4 SALES VALIDATION	12
2.5 MARKET ANALYTICS	13
2.6 VALUE TESTING AND VALUATION DETERMINATION	21
2.6 CONCLUSION	25
APPENDIX A – MPAC PROPERTY CODES FOR RESIDENTIAL PROPERTIES	26

1.0 Introduction

The Municipal Property Assessment Corporation (MPAC) – mpac.ca – is responsible for accurately assessing and classifying property in Ontario for the purposes of municipal and education taxation.

In Ontario, property assessments are updated on the basis of a four-year assessment cycle. In 2016, MPAC will update the assessments of Ontario's nearly five million properties to reflect the legislated valuation date of January 1, 2016. Assessments updated for the 2016 base year are in effect for the 2017-2020 property tax years.

The last Assessment Update was based on a January 1, 2012, valuation date. Increases between the 2012 assessed value and 2016 assessed value are phased in over a four-year period. Any decreases in assessment are applied immediately.

It is important to ensure that the valuation methodology applied is capable of providing a realistic estimate of current value at the relevant valuation date, which, in turn, enables all stakeholders to understand the valuation process and have confidence in the fairness and consistency of its outcome.

This Methodology Guide has been prepared for the benefit of MPAC assessors, property owners and their representatives, municipalities and their representatives, Assessment Review Board members, provincial officials, and the general public.

This guide outlines the valuation process to be followed by an assessor, including steps that require appraisal judgment. It is incumbent upon the assessor to make informed decisions throughout the valuation process when arriving at estimates in current value.

1.1 Properties Covered by This Methodology Guide

Residential properties vary widely in type, use and location throughout the province. Residential properties include a large number of residential land and residential outbuilding types, which are valued in conjunction with the primary structures.

MPAC uses a number of property codes to categorize the various types of residential properties in Ontario; a detailed list of the codes is contained in Appendix A.

1.2 Legislation

The main legislation governing the assessment of properties in Ontario for property tax purposes is contained in the Assessment Act.¹

The Act contains important definitions and states that all property in Ontario is liable to assessment and taxation, subject to some exemptions. Section 19(1) of the Act requires that land be assessed at current value, which is defined to mean, in relation to land, “the amount of money the fee simple, if unencumbered, would realize if sold at arm's length by a willing seller to a willing buyer.”

1.3 Classification

MPAC’s role is to accurately assess and classify all properties in Ontario in accordance with the Assessment Act and its associated regulations established by the Government of Ontario. The classification of a property will determine which tax rate will be applied by the municipality or taxing authority. Properties are classified according to their use, and Ontario Regulation 282/98 sets out how various property uses are classified.

In accordance with Section 3(1)1 of Ontario Regulation 282/98, lands used for residential purposes are considered part of the Residential Property Class.

If a portion of the property is used for other purposes, the total value of the property will be apportioned between the various uses to ensure that the appropriate tax rate is applied to the relevant parts of the property.

1.4 The Use of This Methodology Guide

This Methodology Guide is intended to:

- Ensure MPAC’s assessed values for these properties are fair, accurate predictable, and transparent.
- Provide direction to assessors and clear explanations to municipalities, taxpayers and Assessment Review Board members.

¹ Assessment Act, R.S.O 1990, c A.31: <https://www.ontario.ca/laws/statute/90a31>.

- Ensure that MPAC’s methodology for valuing these properties is well documented and aligns with industry standards.
- Explain the thought process/decision-making process that an assessor should undertake to apply the valuation methodology.
- Ensure a consistent approach to valuing these property types.
- Support MPAC assessors in conducting their due diligence in:
 - applying Ontario’s legislation and regulations
 - adhering to industry standards for market valuation in a mass appraisal environment

It should be noted that this Methodology Guide is not intended to be a substitute for an assessor’s judgment in arriving at a market value–based assessment (i.e., current value) for a particular property. However, given that the Methodology Guide explains industry standards for property assessment, conforms to valuation industry norms, and adheres to provincial legislation and regulation, MPAC assessors are expected to follow the procedures in the Methodology Guide and be able to clearly and satisfactorily justify any deviations from it.

1.5 Consultation and Disclosure

MPAC is committed to providing municipalities, taxpayers and all its stakeholders with the best possible service through transparency, predictability and accuracy. In support of this commitment, MPAC has defined three levels of disclosure as part of its delivery of the 2016 province-wide Assessment Update.

- **Level 1** – Methodology Guides explaining how MPAC approached the valuation of particular types of property
- **Level 2** – Market Valuation Reports explaining how the methodology outlined in Level 1 has been applied at the sector level for the purposes of each assessment
- **Level 3** – Property Specific Valuation Information available to property taxpayers, their representatives and municipalities

Residential property owners can access detailed information about their assessment through aboutmyproperty.ca. Login information is provided on every 2016 Property Assessment Notice mailed.

2.0 The Valuation Process

MPAC's responsibility is to accurately classify and value properties in Ontario in compliance with the Assessment Act and regulations established by the Ontario Government. Assessors determine the value of a residential property using the direct (sales) comparison approach. The International Association of Assessing Officers (IAAO), the Appraisal Institute of Canada (AIC) and the Uniform Standards of Professional Appraisal Practice (USPAP) recommend this approach to assessing residential properties.

The direct (sales) comparison approach estimates the current value of a subject property by adjusting the sale price of comparable properties for differences between the comparable properties and the subject property.

2.1 Outline

In an individual property appraisal, the appraiser typically considers only a handful of sales in close proximity to the subject property to derive market adjustments for the differences in property features (e.g., living area, age, etc.). MPAC's mandate is to value all residential properties in an accurate and uniform manner. This requires the use of industry-accepted computer assisted mass appraisal (CAMA) techniques.

Many assessment jurisdictions across North America use CAMA to establish market values for property taxation.

By definition, CAMA is the valuation of a group of properties as of a common date using standardized methods, common data and statistical testing. The results of the mass appraisal analysis are often in the form of valuation equations and parameters (mass appraisal models) applied to individual property data in order to establish an estimate of current value for the universe of properties in a given market area.

MPAC uses a statistical tool known as multiple regression analysis (MRA) to apply the direct sales comparison approach to value. Mass appraisal is used to develop the valuation parameters, which explain the value influences in the local market in order to estimate the current values of properties from real estate data compiled by MPAC.

The development of valuation parameters is based on sound economic and appraisal theories and is supported by market analysis in order to produce understandable, fair and defensible value estimates.

2.2 Approach

MPAC uses five main phases in the mass appraisal process to value residential properties:

- data collection
- sales validation
- market analytics
- value testing and value determination
- post valuation review

2.3 Data Collection

The data required for residential property valuations comes from a number of sources:

- land title documents
- building permits
- on-site property inspections and communications with property owners
- review of sales transactions

MPAC continually collects and updates detailed information for every property in Ontario to ensure that similar property types are valued consistently within the market area.

Market Areas and Neighbourhoods

Each residential property in the province is assigned to a market area. A market area is a geographic area subjected to the same economic influences. Properties in a market area tend to move up or down in value together. They are generally geographically contiguous, although this is not a requirement. An urban market area will typically have several thousand residential parcels with several hundred sales for analysis. All sales from the market area validated for analysis are used to develop all value adjustments applied to value property in that market area, with the exception of location.

MPAC has developed one set of valuation parameters for each market area across Ontario and has delineated approximately 130 market areas across the province to value residential properties.

Market areas are further subdivided into neighbourhoods. Neighbourhoods are used to capture the locational desirability within each market area. Properties are combined into the same neighbourhood whenever similar lots and site amenities would command similar value. Urban neighbourhoods typically consist of several hundred homes. Only sales from a given neighbourhood are used to develop an adjustment for a location for that neighbourhood. In situations where there are very few or no sales within a neighbourhood, an adjustment for location is assigned from a similar neighbourhood.

Primary Value Influences

The primary factors used in determining a residential property's current value assessment include the following:

Residence	The primary residence is valued using market-derived adjustments for living area, construction quality, age and other amenities such as basement area, finished basement area, fireplace, etc. Unique primary structures that are not commonly bought or sold may be valued using the replacement cost of the improvement less any depreciation.
Secondary structures	Garages, sheds and in-ground pools are examples of secondary structures. These structures are valued using rates per square foot or flat dollar adjustments based on the type of secondary structure. Uncommon secondary structures may be valued using the replacement cost of the improvement less depreciation.
Site features	MPAC collects and records property-specific data as it relates to the site. The most common location and site features that influence property value are: <ul style="list-style-type: none"> • abutment and proximity variables (i.e., abuts or in proximity to a golf course) • access variables (i.e., seasonal access)

	<ul style="list-style-type: none"> • condominium attributes • driveway and parking • hydro services • on-site variables (i.e., corner lot, on cul-de-sac, etc.) • sanitary services • topography • waterfront variables (i.e., shoreline, exposure, etc.) <p>The site location and some site features can increase or decrease the assessed value of a property. Based on sales analysis, these features could have a negative, a positive, or no effect on the value of a property.</p>
Structural features	<p>MPAC collects information about a number of structural features that may affect the value of a residence. These features may be taken into account in a mass appraisal model and used in the valuation of your property. Below is a list of the main structural features that are considered:</p> <ul style="list-style-type: none"> • square footage • year built • quality of construction • air conditioning • basement area • bathrooms • finished basement area

	<ul style="list-style-type: none"> • condition • design type • fireplaces • heating type • porches and decks • renovation and year of renovation
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2.4 Sales Validation

In order to determine the current value of a residential property, only open market, arm's length sales of residential properties are used. That is to say, the assessor only analyzes sales of residential properties when the properties' highest and best use is residential.

The first step to establishing an assessment for a residential property is a sales investigation that identifies the valid residential sales in the area.

MPAC receives all land title documents registered at Ontario's 54 Land Registry Offices. These documents contain information such as the owner's name, mailing address, legal description, sale amount and sale date.

Although many residential properties sell, not all sales are considered arm's length transactions or representative of the market. Only those sales that represent valid market sales of residential properties are included in MPAC's analysis.

The key elements of a valid residential sale for this purpose are as follows:

- It is an arm's length transaction in the open market.
- The property had a reasonable period of time for exposure to the market.
- The sale amount is expressed in terms of money.

Examples of invalid sales for this purpose are:

- transactions between family members

- quit claims (i.e., a deed is registered to correct a discrepancy on title)
- forced sales (e.g., bankruptcy of vendor)
- primary residences under construction
- sales by the government or some other organization that is exempt from paying property taxes
- sales based on non-typical financing
- sales that represent only a partial interest in the property
- sales of brand new homes that have not previously been on the market

To determine whether a sale is valid, MPAC may conduct a sales review and complete one or more of the following activities:

- a property inspection
- mailing or delivering a residential sales questionnaire to the new owner
- telephoning the vendor, the purchaser and/or real estate agent
- carrying out a review of other real estate information sources

When MPAC inspects a property as part of a sales review, MPAC staff will inspect the land and all buildings. The purpose of the inspection is to verify that all of the land and building characteristics recorded on MPAC's database are an accurate reflection of the property at the time of sale. MPAC will also identify whether any changes have been made, either before or after the sale, that need to be reflected in the assessed value of the property.

After MPAC has completed its review of the sales of residential properties, it determines which sales are considered valid for valuation purposes.

2.5 Market Analytics

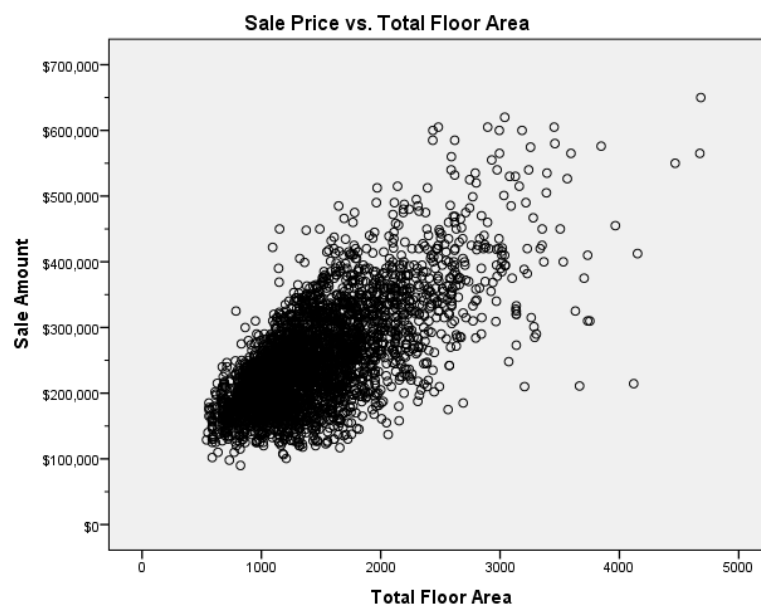
Sales Analysis of Residential Properties

The first step in the mass appraisal process is to study the property characteristics and sale prices of sold properties. This work is completed using standard data analysis processes to

understand what is happening in the local real estate market and to identify any atypical property characteristics or data anomalies.

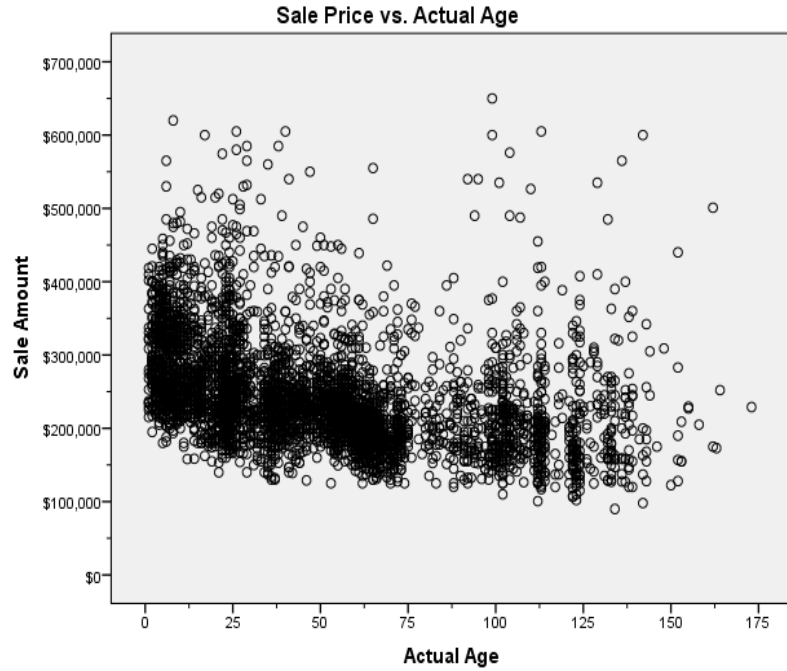
Sales with atypical characteristics or prices may be filtered from the analysis so as not to impact the analysis. Sales with data anomalies are returned to field staff for further review and corrective action, as required.

The assessor will create a data graph to illustrate the relationship between property characteristics and sale price. Three examples of graphical analysis are explained below.

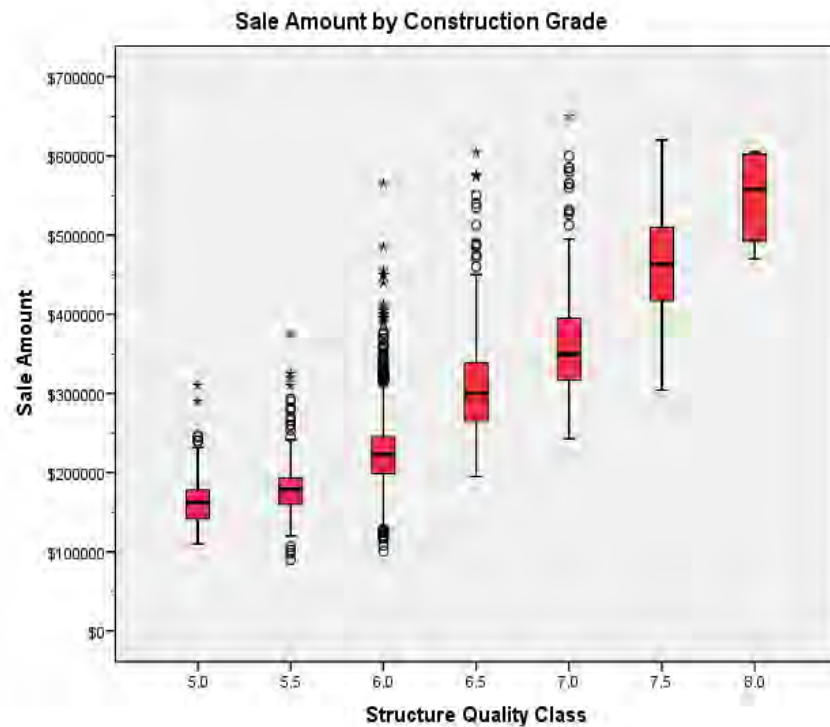


The first graph plots a linear relationship between sale price and total floor area. As the floor area increases, the sale price increases at a constant rate.

The next graph indicates a non-linear relationship between sale price and the age of the dwelling. As the building's age increases, the sale price decreases, but at a slower rate.



The third example of graphical analysis plots the relationship between sale price and construction grade. As construction quality increases, so does the median sale price (as represented by the thick black line within each box).



Another component of data analytics is to review summary statistics on primary valuation influences. Table 1 provides an example of summary statistics for key property characteristics.

Summary Statistics (Table 1)

	Sales	Mean	Median	Standard Deviation	Minimum	Maximum
Sale amount	4,573	236,017.70	228,000.00	81,305.564	30,000	650,000
Total floor area	4,573	1,382.24	1,245.00	510.936	540	4,682
Ground floor area	4,573	1,041.30	1,020.00	300.567	308	3,255

Second floor area	1,941	734.07	675.00	311.597	94	2,090
Year built (YYYY)	4,573	1963.66	1970.00	36.220	1840	2013
Frontage	4,573	51.0244	50.0000	16.89280	13.78	232.08
Depth	4,573	125.3855	114.1600	46.59182	38.00	999.99

In the example, the median sale price is \$228,000. All 4,573 sales have land frontage and depth information. Total floor area in the sales database ranges from 540 square feet to 4,682 square feet. The median year of construction is 1970, and 1,941 sales have second floor area.

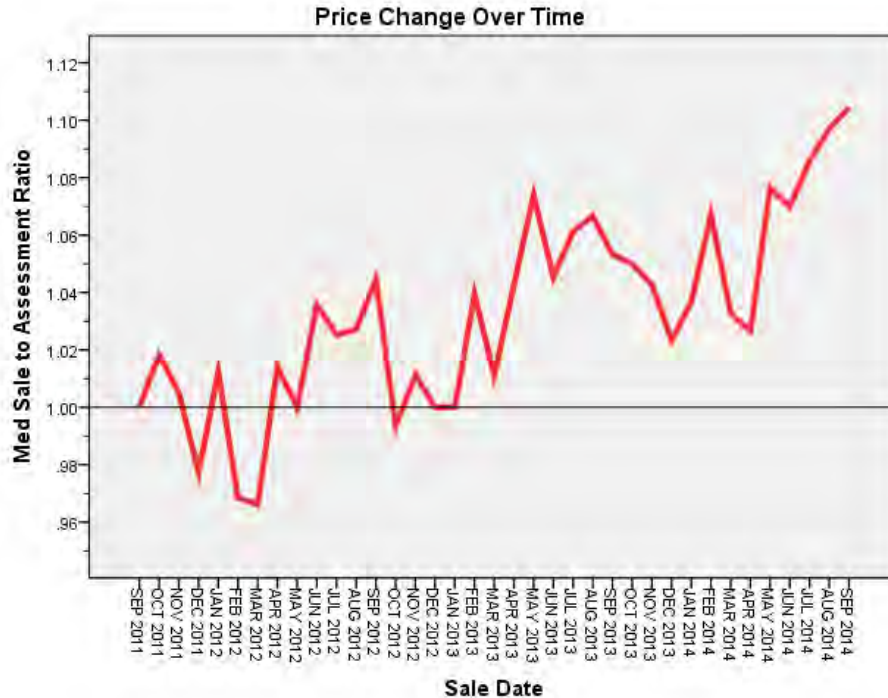
Price Changes Over Time

Market conditions affect the price of real estate over time. During inflationary periods, price levels tend to increase; during deflationary times, price levels tend to decrease. To study the effect of time on sale prices, analysts will plot sale to assessment ratios (SAR) or price per unit by sale month to track the change in price levels. An upward trend indicates inflation, a downward trend indicates deflation, and a horizontal pattern indicates no price change.

The SAR is calculated for each sale as follows:

$$\text{SAR} = \text{Sale Price} / \text{Current Value Assessment}$$

The graph below plots the median SAR by sale date and indicates an increase in price levels over the sales period. When price levels change over time, either increasing or decreasing, sales prices must be adjusted to a common point in time as part of the development of the valuation parameters for each market area.



Development of Valuation Parameters

A mass appraisal model is simply an equation used to value all residential properties in a given market area using adjustments derived directly from market information.

Once the sales data is reviewed and summarized, the process of developing the valuation parameters to value residential properties begins. The assessor follows a two-step process to develop and determine the valuation parameters under the direct (sales) comparison approach and CAMA. CAMA primarily uses regression analysis to apply the direct comparison approach.

Regression analysis is an advanced statistical technique used to estimate the unknown based on known information. In the appraisal industry, a property's current market value is unknown, but sale prices and property characteristics on sold properties are known.

Under regression analysis, the first step is to design the type of model to build. This is commonly referred to as *model specification*. This step also involves determining which property characteristics will be included and how they are represented in the mass appraisal model.

In almost all market areas across the province, approximately 85% of the current value of a property can be attributed to the following five characteristics:

- location
- living area
- construction quality
- age
- land (lot size or frontage and depth)

MPAC specifies an additive model structure to value residential properties across all market areas. Additive models employ rate per unit and flat dollar adjustments beginning from a base value (or constant).

Example 1 provides a simple model specification using an additive model structure that may be calibrated (to determine the value adjustments) using MRA under the direct (sales) comparison approach.

This mass appraisal model will provide estimated sale prices (ESP) for all sold properties in the sales database based on the total living area, age, number of garage spaces and an adjustment for location.

Once the model is calibrated, a constant or base value (referred to as b_0) and value adjustments (coefficients referred to as b_1 , b_2 , etc.) are developed.

Example 1

$$ESP = b_0 + (b_1 \times \text{Living Area}) - (b_2 \times \text{Age}) + (b_3 \times \text{Garage Spaces}) - (b_4 \times \text{Neighbourhood})$$

Additive models assume a linear relationship (i.e., each unit of living area contributes the same amount to value) and no interactive effects between property characteristics (i.e., each additional unit of living area adds more value to a new home than an older home). These assumptions typically only hold true through data transformations to approximate a linear relationship and combining data elements (e.g., Age x Living Area).

Model specification and calibration is an iterative process that involves testing different data transformations and combinations of variables to be included in the mass appraisal model.

Seldom Occurring Structures and Unique Properties

Properties with features that trade infrequently may have elements, or their entire property, valued using the cost approach to value instead of the direct comparison approach.

Replacement Cost New (RCN)

The cost approach starts with an estimation of replacement cost new (RCN). This seeks to identify the cost of each building or structure on a property as of the relevant valuation date.

Appropriate rates are used to develop an RCN (i.e., the cost of producing a comparable substitute with the same features and utility as the subject). A *local modifier* is used by MPAC to adjust its standard rates to reflect local conditions as of the relevant valuation date.

The next step is to adjust the RCN for all forms of depreciation, namely physical deterioration, functional obsolescence and external obsolescence, as defined below.

Physical Deterioration Due to Age

All properties suffer physical decline as they age. Age-related depreciation is generally applied on the basis of the effective age of a building or structure. A brand new building has very little depreciation (if any), whereas a building or other improvement approaching the end of its useful life has a significant amount of depreciation.

To apply age-related depreciation on residential buildings or structures, MPAC uses standardized depreciation tables that determine the *percent good* of a building or structure based on its effective age.

Functional Obsolescence

Functional obsolescence relates to some “defect” in the existing buildings or structures that make them less valuable than a modern equivalent.

External Obsolescence

External obsolescence is a loss in value that results from factors that are external to the property itself and outside the control of the property owner.

To arrive at a true contributory value of a residential building used for residential purposes, MPAC analyzes valid sales of residential land with residential buildings or structures to

determine if an adjustment for functional and/or external obsolescence is warranted. In cases where it is warranted, the obsolescence is expressed as a percentage deduction in the building or structure calculation.

Once the RCN, and all forms of depreciation are determined, a building or structure value known as replacement cost new less depreciation (RCNLD) is derived as follows:

$$\text{Building or Structure Value (RCNLD)} = \text{RCN} \times \text{Local Modifier} \times \text{Percent Good} \times \text{Functional and/or External Obsolescence}$$

2.6 Value Testing and Valuation Determination

Sales Ratio Study

The quality of a mass appraisal is measured by comparing the value estimates produced and sale prices from the market area (based on the group of properties being valued). This review is completed using a sales ratio study. The purpose of the sales ratio study is to ensure the values produced by the model are fair and accurate.

To conduct the study, the sale ratio for each sale is calculated by dividing the estimated sale price by its actual sale price. For example, if a property sold for \$412,000 and the estimate value from the mass appraisal model was \$400,000, the sales ratio would be 0.97 (\$400,000 / \$412,000).

Sale prices may be adjusted for time (i.e., for the difference between the date of sale and the date of valuation) in instances where the market is in a state of inflation or deflation. This allows MPAC to accurately reflect market conditions as of the valuation date. In these instances, the sales ratio study is calculated using the time-adjusted sale price instead of the sale price.

A sales ratio study is conducted to ensure that the analysis produces value estimates that accurately reflect the sales transactions occurring in the market area. The study establishes the level of appraisal and consistency by measuring appraisal uniformity.

Level of Appraisal

The assessor uses the median sales ratio to measure the level of assessment. The median is the midpoint of ratios when they are arranged from lowest to highest. The median sales

ratio should lie between 0.90 and 1.10 for all residential property types according to International Association of Assessing Officers (IAAO) standards.

Appraisal Uniformity

There are two measures for appraisal uniformity. The first test measures the equity of values among individual properties, or horizontal equity, using the coefficient of dispersion (CoD).

The CoD measures the average deviation of all the individual ratios from the median ratio. For example, a CoD of 10.0 indicates that individual ratios differ, on average, by 10% from the median ratio. IAAO standards set appropriate CoD measures for each property type and market type. Low CoDs indicate good appraisal uniformity.

The second test of appraisal uniformity measures equity among value ranges, or vertical equity. Vertical equity implies that lower-valued properties and higher-valued properties are valued at similar levels of appraisal.

The price related bias (PRB) is used to measure vertical equity. The coefficient of PRB measures the percentage by which sales ratios change, as values are doubled or halved.

Positive PRBs indicate that higher-valued properties are over appraised relative to lower-valued properties. Negative PRBs indicate that higher-valued properties are under appraised relative to lower-valued properties.

A PRB of 0.015, for example, would indicate that sales ratios increase by 1.5% when values are doubled and decrease by 1.5% when values are halved. On the other hand, a PRB of -0.075 would indicate that ratios fall by 7.5% when values are doubled and increase by 7.5% when values are halved.

PRBs between -0.10 and 0.10 indicate no vertical equity issues exist. PRBs outside this range that are statistically reliable indicate potential vertical equity issues.

Ratio Study Standards

Sales ratios are measured against internationally accepted quality standards. The quality standards listed in Table 2 are stratified by property type and market type. Market types include large urban, small urban or rural areas. Large urban market areas are densely populated with active markets and high volumes of sales data from which to conduct market

analytics. Small urban market areas have a mix of older and newer properties and less active markets. Rural market areas usually have older properties and limited sales activity.

Ratio Study Standards by Property and Market Type (Table 2)

Property Type	Level of Appraisal	Horizontal Equity	Vertical Equity
	Median Assessment/Sales Ratio (ASR)	Coefficient of Dispersion (CoD) Range	Price Related Bias (PRB)
Residential (including condominiums)			
Large urban market areas	0.90–1.10	5.00–10.00	–0.10–0.10
Small urban market areas	0.90–1.10	5.00–15.00	–0.10–0.10
Rural/recreational waterfront market areas	0.90–1.10	5.00–20.00	–0.10–0.10
Plexes (2 to 6 units)	0.90–1.10	5.00–20.00	–0.10–0.10
Vacant Land			
All market types	0.90–1.10	5.00–25.00	–0.10–0.10

Calculated measures that fall outside the required range are not proof that a standard has not been met, only an indication. Additional statistical measures and tests are required to verify that a standard has not been met. This is particularly true when reviewing results based on a limited number of sales (e.g., less than 20 sales).

In low-value market areas, ratio studies tend to be distorted and other quality standards based on residuals may be employed.

When the sales ratio study identifies systematic errors (e.g., an overvalued neighbourhood), action to correct the inequity may include recalibrating the mass appraisal model or applying an adjustment based on the sale ratio results.

Value Generation

Once the statistical testing is completed and the mass appraisal model for the market area is deemed *fit for use*, it is applied to all the residential properties in the market area. Model applications are tested to ensure the model has been applied correctly before values are released for internal review.

Post Valuation Review

Once property values have been developed using the direct comparison or market-derived cost approach, the assessor will verify that the individual residential property values are reasonable and check to ensure no errors have been made, as required.

The outcome of the valuation is also reviewed to confirm that the value is in line with the valuation of other similar residential properties. This may involve an evaluation of values against market sales and/or an evaluation of values against the values of other residential properties.

2.6 Conclusion

This guide sets out how MPAC assessors approach the valuation of residential properties for property tax assessment purposes.

Although it outlines the general approach adopted, it does not replace the assessor's judgment and there may be some cases where the assessor adopts a different approach for justifiable reasons.

For further information about MPAC's role, please visit mpac.ca.

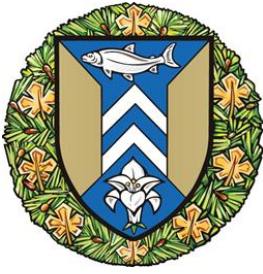
Appendix A – MPAC Property Codes for Residential Properties

100	Vacant residential land not on water
101	Second tier vacant lot
110	Vacant residential/recreational land on water
111	Island under single ownership
169	Vacant land condominium – residential
301	Single family detached (not on water)
302	More than one structure used for residential purposes with at least one of the structures occupied permanently
303	Residence with a commercial unit
304	Residence with a commercial/industrial use building
305	Link home – homes linked together at the footing or foundation by a wall above or below grade
306	Boathouse with residence above
309	Freehold townhouse/row house – more than two units in a row with separate ownership
311	Semi-detached residential – two residential homes sharing a common centre wall with separate ownership

313	Single family detached on water – year-round residence
314	Clergy residence
322	Semi-detached residence with both units under one ownership – two residential homes sharing a common centre wall
332	Typically a duplex – residential structure with two self-contained units
333	Residential property with three self-contained units
334	Residential property with four self-contained units
335	Residential property with five self-contained units
336	Residential property with six self-contained units
350	Row housing, with three to six units under single ownership
360	Rooming or boarding house – rental by room/bedroom, tenant(s) share a kitchen, bathroom and living quarters
365	Group home as defined in Claus 240(1) of the Municipal Act, 2001 – a residence licensed or funded under a federal or provincial statute for the accommodation of three to ten persons, exclusive of staff, living under supervision in a single housekeeping unit and who, by reason of their emotional, mental, social or physical condition or legal status, require a group living arrangement for their well being
366	Student housing (off campus) – residential property licenced for rental by students
368	Residential dockominium – Owners receive a deed and title to the boat slip. Ownership is in fee simple title and includes submerged land and air rights associated

	with the slip. Similar to condominium properties, all common elements are detailed in the declaration.
369	Vacant land condominium (residential – improved) – a condominium plan where the condominium units consist of land, but the house structure is the responsibility of the homeowner
370	Residential condominium unit
373	Cooperative housing – Equity – Equity co-op corporations are owned by shareholders. The owners of shares do not receive title to a unit in the building, but acquire the exclusive use of a unit and are able to participate in the buildings management.
375	Co-ownership – Each co-owner owns a percentage interest in the title of the property, together with a right to occupy a unit.
376	Condominium locker unit – separately deeded
377	Condominium parking space/unit – separately deeded
378	Residential leasehold condominium corporation – a condominium plan built on leasehold land for terms of 40 to 99 years
379	Residential phased condominium corporation – a type of condominium that allows additional condo units to be added to an existing condo plan within a 10 year time frame
380	Residential common elements condominium corporation – Designed specifically for freehold properties, this condo type consists only of common elements, but not dwelling units.
381	Mobile home – one or more mobile homes on a parcel of land, which is not a mobile home park operation

383	Bed and breakfast establishment
391	Seasonal/recreational dwelling – first tier on water
392	Seasonal/recreational dwelling – second tier on water
395	Seasonal/recreational dwelling – not located on water



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

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, Manager of Audits and Capital Planning

DEPARTMENT: Corporate Services

RE: Second Quarter Financial Report – June 30, 2019

PURPOSE

The purpose of this report is to provide a Six Month Financial Report to June 30, 2019.

BACKGROUND

The Finance Committee reviewed the 2019 Second Quarter Financial Report on July 24, 2019.

ANALYSIS

Most departments are trending on budget as of June 30, 2019.

However, as reported previously, the Public Works and Engineering department is trending over budget for Winter Control costs due to the significant winter events that the City experienced in the first quarter of the year. It is expected that with a “typical” early winter season (November and December 2019) the 2019 Winter Control will be over budget by approximately \$1.2 million. However, it is expected that the overage can be accommodated through a combination of the Winter Control Reserve, which currently has a balance of \$900,000, and positive budget variances experienced in other areas corporate wide.

No other notable variances from budget are noted for the first half of 2019.

Net assessment growth to June 30, 2019 was +0.02% (see “Appendix A”) compared to +0.16% to Q2 2018. There is very little additional assessment predicted for the second half of the year.

The recently announced 2019/2020 Ontario Budget may have implications on the City’s budget going forward. However, at this point, details have not been released by the Province so it cannot be confirmed what those impacts may be. Staff will continue to monitor and will report back to Council whenever those impacts are known.

FINANCIAL IMPLICATIONS

At the end of the first half of the 2019 fiscal year, no significant surplus/deficit is predicted to the end of the year.

Staff will continue to monitor trends and present to Council at a later meeting another quarterly report to the end of September 2019.

STRATEGIC PLAN / POLICY IMPACT

This is not an activity directly related to the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Audits and Capital Planning dated August 12, 2019 concerning the Second Quarter Financial Report to June 30, 2019 be received as information.

Respectfully submitted,



Jacob Bruzas

Manager of Audits and Capital Planning

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Appendix A

Net Assessment Growth to June 30, 2019

	2019 Total Assessment Based on Returned Roll	2019 Total Assessment to June 30, 2019	Difference Between Returned Roll and Year End	
Class	CVA	CVA	\$	%
Taxable				
Residential	5,347,934,863	5,352,166,841	4,231,978	0.08%
Multi-residential	396,594,893	396,723,660	128,767	0.03%
Com. Occupied	680,653,683	677,687,691	-2,965,992	-0.44%
Com. Exc. Land	6,356,753	6,297,634	-59,119	-0.93%
Shopping Occ.	154,150,224	153,455,169	-695,055	-0.45%
Office Occupied	16,512,461	16,512,461	0	0.00%
Parking/Vac. Land	25,159,788	25,892,182	732,394	2.91%
Ind. Occupied	42,927,209	42,825,684	-101,525	-0.24%
Ind. Exc. Land	790,942	790,942	0	0.00%
Ind. Vac. Land	6,730,879	6,486,879	-244,000	-3.63%
Large Ind. Occ.	57,941,511	57,941,511	0	0.00%
Large Ind. Exc.	1,752,660	1,752,660	0	0.00%
Pipelines	25,602,494	25,689,569	87,075	0.34%
Farm	2,204,921	2,204,921	0	0.00%
Managed Forests	2,323,606	2,323,606	0	0.00%
Commercial Total Taxable	882,832,909	879,845,137	-2,987,772	-0.34%
Industrial Total Taxable	110,143,201	109,797,676	-345,525	-0.31%
Total Taxable	6,767,636,887	6,768,751,410	1,114,523	0.02%

CITY OF SAULT STE MARIE

2019 - SECOND QUARTER ENDED
JUNE 30, 2019

	YTD	Budget	Variance	Percentage Budget-Rem	2018 Actual To:	2018 Actual
FISCAL YEAR REMAINING% :	Actual	2019		50.0%	June	Year End
REVENUE						
Taxation	(\$115,333,232.56)	(\$117,173,658.00)	(\$1,840,425.44)	1.57%	(\$111,753,681.25)	(\$113,693,255.17)
Payment in Lieu of taxes	(\$2,452,260.72)	(\$4,366,415.00)	(\$1,914,154.28)	43.84%	(\$2,187,423.95)	(\$4,366,620.12)
Fees and user charges	(\$17,426,413.18)	(\$36,392,032.00)	(\$18,965,618.82)	52.11%	(\$17,739,210.98)	(\$35,395,302.73)
Government grants	(\$8,747,567.05)	(\$18,293,944.00)	(\$9,546,376.95)	52.18%	(\$8,357,779.93)	(\$18,698,501.54)
Interest and Investment income	(\$1,725,404.53)	(\$4,320,000.00)	(\$2,594,595.47)	60.06%	(\$3,347,455.42)	(\$7,110,245.98)
Contribution from own funds		(\$165,500.00)	(\$165,500.00)	100.00%	(\$65,234.83)	(\$1,388,218.35)
Other income	(\$989,273.57)	(\$2,930,000.00)	(\$1,940,726.43)	66.24%	(\$624,424.00)	(\$2,099,249.00)
Change in future employee benefits			\$0.00	0.00%		(\$220,275.58)
	<u>(\$146,674,151.61)</u>	<u>(\$183,641,549.00)</u>	<u>(\$36,967,397.39)</u>	<u>20.13%</u>	<u>(\$144,075,210.36)</u>	<u>(\$182,971,668.47)</u>
EXPENDITURES						
Salaries	\$25,197,528.41	\$51,758,745.00	\$26,561,216.59	51.32%	\$24,413,649.72	\$49,606,029.50
Benefits	\$7,484,338.69	\$15,183,606.00	\$7,699,267.31	50.71%	\$7,456,283.75	\$13,897,326.12
TOTAL SALARIES/BENEFITS	\$32,681,867.10	\$66,942,351.00	\$34,260,483.90	51.18%	\$31,869,933.47	\$63,503,355.62
Travel and training	\$132,124.92	\$482,144.00	\$350,019.08	72.60%	\$133,456.18	\$321,242.81
Vehicle allowance, maintenance and repairs	\$3,222,359.31	\$3,510,789.00	\$288,429.69	8.22%	\$2,224,361.62	\$4,571,596.43
Utilities and Fuel	\$4,010,142.16	\$10,284,220.00	\$6,274,077.84	61.01%	\$4,674,351.61	\$10,294,740.03
Materials and supplies	\$2,605,497.35	\$5,592,481.00	\$2,986,983.65	53.41%	\$2,255,781.73	\$6,496,826.50
Maintenance and repairs	\$1,290,517.91	\$2,248,663.00	\$958,145.09	42.61%	\$1,014,591.60	\$2,063,783.69
Program expenses	\$427,421.04	\$922,725.00	\$495,303.96	53.68%	\$178,529.56	\$215,839.06
Goods for resale	\$257,571.74	\$600,690.00	\$343,118.26	57.12%	\$350,778.78	\$666,064.93
Rents and leases	\$42,253.26	\$99,645.00	\$57,391.74	57.60%	\$46,363.96	\$114,799.22
Taxes and licenses	\$1,190,516.60	\$1,824,384.00	\$633,867.40	34.74%	\$1,319,420.46	\$1,813,126.45
Financial expenses	\$1,407,856.59	\$2,717,601.00	\$1,309,744.41	48.19%	\$1,433,683.53	\$4,223,008.27
Purchased and contracted services	\$4,219,794.57	\$9,824,773.00	\$5,604,978.43	57.05%	\$3,962,171.81	\$9,659,394.10
Grants to others	\$27,415,504.47	\$52,168,036.00	\$24,752,531.53	47.45%	\$26,432,383.98	\$52,681,247.02
Long term debt	\$1,107,295.26	\$2,875,685.00	\$1,768,389.74	61.49%	\$1,107,295.26	\$3,243,871.52
Transfer to own funds	\$567,414.00	\$23,476,782.00	\$22,909,368.00	97.58%	\$1,177,494.00	\$24,210,298.01
Capital expense	\$99,579.58	\$290,710.00	\$191,130.42	65.75%	\$150,375.40	\$255,813.02
Depreciation			\$0.00	0.00%		\$15,926,020.49
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$159,913.86)
Clearing accounts	(\$301.14)		\$301.14	0.00%		
Less: recoverable costs	(\$154,617.45)	(\$220,130.00)	(\$65,512.55)	29.76%	(\$131,782.12)	(\$640,618.75)
TOTAL OTHER EXPENSES	\$47,840,930.17	\$116,699,198.00	\$68,858,267.83	59.00%	\$46,329,257.36	\$135,957,138.94
	<u>\$80,522,797.27</u>	<u>\$183,641,549.00</u>	<u>\$103,118,751.73</u>	<u>56.15%</u>	<u>\$78,199,190.83</u>	<u>\$199,460,494.56</u>
NET (REVENUE)/EXPENDITURE	(\$66,151,354.34)	\$0.00	\$66,151,354.34		(\$65,876,019.53)	\$16,488,826.09
Mayor and Council	\$341,022.13	\$700,562.00	\$359,539.87			
Chief Administrative Officer	\$187,167.83	\$383,003.00	\$195,835.17			
Corporate Services	\$5,339,559.64	\$10,492,367.00	\$5,152,807.36			
Legal	\$600,745.97	\$1,148,843.00	\$548,097.03			
Fire Services	\$6,478,886.25	\$13,513,073.00	\$7,034,186.75			
Public Works and Engineering	\$20,078,345.77	\$42,824,503.00	\$22,746,157.23			
Community Development and Enterprise Services	\$6,031,968.44	\$13,828,597.00	\$7,796,628.56			
Levy Board	\$10,431,521.38	\$21,257,110.00	\$10,825,588.62			
Outside Agencies	\$15,943,982.84	\$29,247,005.00	\$13,303,022.16			
Outside Agencies - Other	\$943,220.38	\$1,492,056.00	\$548,835.62			
Economic Diversification	(\$18,341.23)	\$500,000.00	\$518,341.23			
Corporate	(\$133,459,806.70)	(\$144,155,384.00)	(\$10,695,577.30)			
Capital and Debt	\$950,372.96	\$8,768,265.00	\$7,817,892.04			
	<u>(\$66,151,354.34)</u>	<u>\$0.00</u>	<u>\$66,151,354.34</u>			

MAYOR AND COUNCIL

2019 - SECOND QUARTER ENDED JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Contribution from own funds			\$0.00	0.00%		(\$4,260.65)
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$4,260.65)
EXPENDITURES						
Salaries	\$227,819.06	\$453,967.00	\$226,147.94	49.82%	\$242,450.18	\$486,803.59
Benefits	\$34,725.32	\$55,817.00	\$21,091.68	37.79%	\$26,158.51	\$51,766.22
TOTAL SALARIES/BENEFITS	\$262,544.38	\$509,784.00	\$247,239.62	48.50%	\$268,608.69	\$538,569.81
Travel and training	\$3,332.52	\$53,500.00	\$50,167.48	93.77%	\$10,484.19	\$19,028.38
Vehicle allowance, maintenance and repairs	\$15,421.48	\$35,675.00	\$20,253.52	56.77%	\$17,822.67	\$32,284.25
Materials and supplies	\$48,916.92	\$63,503.00	\$14,586.08	22.97%	\$45,726.03	\$62,598.28
Purchased and contracted services	\$56.82	\$3,100.00	\$3,043.18	98.17%	\$335.18	\$2,436.73
Grants to others	\$10,750.01	\$35,000.00	\$24,249.99	69.29%		\$6,410.29
Transfer to own funds			\$0.00	0.00%		\$17,173.36
Depreciation			\$0.00	0.00%		\$1,798.83
TOTAL OTHER EXPENSES	\$78,477.75	\$190,778.00	\$112,300.25	58.86%	\$74,368.07	\$141,730.12
	\$341,022.13	\$700,562.00	\$359,539.87	51.32%	\$342,976.76	\$680,299.93
NET (REVENUE)/EXPENDITURE	\$341,022.13	\$700,562.00	\$359,539.87	51.32%	\$342,976.76	\$676,039.28

CAO'S OFFICE

2019 - SECOND QUARTER ENDED
JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
EXPENDITURES						
Salaries	\$139,300.83	\$288,555.00	\$149,254.17	51.72%	\$137,764.18	\$268,757.88
Benefits	\$37,716.61	\$70,999.00	\$33,282.39	46.88%	\$36,210.11	\$68,929.65
TOTAL SALARIES/BENEFITS	\$177,017.44	\$359,554.00	\$182,536.56	50.77%	\$173,974.29	\$337,687.53
Travel and training	\$1,676.61	\$9,215.00	\$7,538.39	81.81%	\$1,316.49	\$2,972.85
Vehicle allowance, maintenance and repairs	\$2,409.30	\$4,480.00	\$2,070.70	46.22%	\$2,370.95	\$4,285.02
Materials and supplies	\$6,064.48	\$9,364.00	\$3,299.52	35.24%	\$37,116.74	\$44,152.39
Maintenance and repairs		\$150.00	\$150.00	100.00%		
Purchased and contracted services		\$90.00	\$90.00	100.00%	\$113,651.50	
Capital expense		\$150.00	\$150.00	100.00%		
Depreciation			\$0.00	0.00%		\$908.08
TOTAL OTHER EXPENSES	\$10,150.39	\$23,449.00	\$13,298.61	56.71%	\$154,455.68	\$52,318.34
	\$187,167.83	\$383,003.00	\$195,835.17	51.13%	\$328,429.97	\$390,005.87
NET (REVENUE)/EXPENDITURE	\$187,167.83	\$383,003.00	\$195,835.17	51.13%	\$328,429.97	\$390,005.87

CORPORATE SERVICES

2019 - SECOND QUARTER ENDED JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$77,699.79)	(\$194,402.00)	(\$116,702.21)	60.03%	(\$71,750.35)	(\$143,768.03)
Government grants		(\$1,540.00)	(\$1,540.00)	100.00%		(\$489,554.69)
Contribution from own funds			\$0.00	0.00%		(\$180,515.26)
Other income	(\$67,821.87)	(\$116,400.00)	(\$48,578.13)	41.73%	(\$66,690.13)	(\$178,533.04)
	(\$145,521.66)	(\$312,342.00)	(\$166,820.34)	53.41%	(\$138,440.48)	(\$992,371.02)
EXPENDITURES						
Salaries	\$2,042,769.47	\$4,277,751.00	\$2,234,981.53	52.25%	\$2,054,735.38	\$4,352,753.39
Benefits	\$1,030,908.02	\$1,841,206.00	\$810,297.98	44.01%	\$911,713.21	\$1,784,634.98
TOTAL SALARIES/BENEFITS	\$3,073,677.49	\$6,118,957.00	\$3,045,279.51	49.77%	\$2,966,448.59	\$6,137,388.37
Travel and training	\$21,114.39	\$88,445.00	\$67,330.61	76.13%	\$20,238.49	\$82,949.66
Vehicle allowance, maintenance and repairs	\$216.98	\$1,700.00	\$1,483.02	87.24%	\$353.83	\$1,106.96
Materials and supplies	\$124,974.02	\$95,569.00	(\$29,405.02)	(30.77%)	\$122,884.67	\$86,481.74
Maintenance and repairs	\$496,563.29	\$658,123.00	\$161,559.71	24.55%	\$289,696.79	\$516,005.20
Goods for resale		\$19,200.00	\$19,200.00	100.00%	\$9,600.00	\$19,200.00
Rents and leases	(\$308.30)	\$7,625.00	\$7,933.30	104.04%	\$3,816.00	\$37,305.16
Financial expenses	\$1,294,995.81	\$2,616,855.00	\$1,321,859.19	50.51%	\$1,346,889.31	\$3,862,101.43
Purchased and contracted services	\$409,692.84	\$1,003,348.00	\$593,655.16	59.17%	\$511,440.84	\$1,138,107.58
Grants to others		\$2,000.00	\$2,000.00	100.00%	\$11,844.72	\$959.90
Transfer to own funds		\$75,000.00	\$75,000.00	100.00%		\$96,631.58
Capital expense	\$64,154.78	\$117,887.00	\$53,732.22	45.58%	\$79,040.63	\$98,096.19
Depreciation			\$0.00	0.00%		\$359,393.79
TOTAL OTHER EXPENSES	\$2,411,403.81	\$4,685,752.00	\$2,274,348.19	48.54%	\$2,395,805.28	\$6,298,339.19
	\$5,485,081.30	\$10,804,709.00	\$5,319,627.70	49.23%	\$5,362,253.87	\$12,435,727.56
NET (REVENUE)/EXPENDITURE	\$5,339,559.64	\$10,492,367.00	\$5,152,807.36	49.11%	\$5,223,813.39	\$11,443,356.54
HR	1,067,619.50	2,004,756.00	937,136.50	46.75%		
IT	1,334,091.10	2,321,470.00	987,378.90	42.53%		
Clerks	458,526.28	1,072,557.00	614,030.72	57.25%		
Finance	2,479,322.76	5,093,584.00	2,614,261.24	51.32%		
	5,339,559.64	10,492,367.00	5,152,807.36			

LEGAL DEPARTMENT

2019 - SECOND QUARTER ENDED
JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$1,234,920.67)	(\$2,261,698.00)	(\$1,026,777.33)	45.40%	(\$1,242,897.90)	(\$2,282,300.65)
Government grants			\$0.00	0.00%	(\$15,742.27)	(\$48,810.24)
Interest and Investment income	(\$5,919.92)		\$5,919.92	0.00%	(\$1,485.92)	(\$12,452.18)
	<u>(\$1,240,840.59)</u>	<u>(\$2,261,698.00)</u>	<u>(\$1,020,857.41)</u>	<u>45.14%</u>	<u>(\$1,260,126.09)</u>	<u>(\$2,343,563.07)</u>
EXPENDITURES						
Salaries	\$513,828.64	\$1,040,668.00	\$526,839.36	50.63%	\$524,116.76	\$988,496.26
Benefits	\$145,466.13	\$289,740.00	\$144,273.87	49.79%	\$141,302.76	\$252,760.18
TOTAL SALARIES/BENEFITS	<u>\$659,294.77</u>	<u>\$1,330,408.00</u>	<u>\$671,113.23</u>	<u>50.44%</u>	<u>\$665,419.52</u>	<u>\$1,241,256.44</u>
Travel and training	\$13,055.94	\$21,285.00	\$8,229.06	38.66%	\$7,322.61	\$21,079.08
Materials and supplies	\$37,525.39	\$75,837.00	\$38,311.61	50.52%	\$32,541.06	\$80,897.13
Maintenance and repairs	\$17,443.08	\$4,000.00	(\$13,443.08)	(336.08%)		\$1,427.00
Rents and leases	\$42,561.56	\$78,075.00	\$35,513.44	45.49%	\$40,706.32	\$67,408.42
Taxes and licenses	\$921,910.97	\$1,486,736.00	\$564,825.03	37.99%	\$1,047,381.97	\$1,515,742.71
Purchased and contracted services	\$149,132.40	\$302,000.00	\$152,867.60	50.62%	\$103,201.49	\$374,808.82
Transfer to own funds		\$102,200.00	\$102,200.00	100.00%		\$171,585.63
Capital expense	\$662.45	\$10,000.00	\$9,337.55	93.38%		\$2,528.32
Depreciation			\$0.00	0.00%		\$1,749.61
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$253,260.53)
TOTAL OTHER EXPENSES	<u>\$1,182,291.79</u>	<u>\$2,080,133.00</u>	<u>\$897,841.21</u>	<u>43.16%</u>	<u>\$1,231,153.45</u>	<u>\$1,983,966.19</u>
	<u>\$1,841,586.56</u>	<u>\$3,410,541.00</u>	<u>\$1,568,954.44</u>	<u>46.00%</u>	<u>\$1,896,572.97</u>	<u>\$3,225,222.63</u>
NET (REVENUE)/EXPENDITURE	\$600,745.97	\$1,148,843.00	\$548,097.03	47.71%	\$636,446.88	\$881,659.56

FIRE SERVICES

2019 - SECOND QUARTER ENDED JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$3,620,482.70)	(\$7,661,155.00)	(\$4,040,672.30)	52.74%	(\$3,668,160.70)	(\$7,356,190.65)
Government grants			\$0.00	0.00%		(\$1,680.00)
Other income	(\$1,573.87)	(\$6,000.00)	(\$4,426.13)	73.77%	(\$2,783.15)	(\$3,688.77)
	<u>(\$3,622,056.57)</u>	<u>(\$7,667,155.00)</u>	<u>(\$4,045,098.43)</u>	<u>52.76%</u>	<u>(\$3,670,943.85)</u>	<u>(\$7,361,559.42)</u>
EXPENDITURES						
Salaries	\$7,342,569.49	\$15,392,343.00	\$8,049,773.51	52.30%	\$7,124,949.65	\$14,812,236.81
Benefits	\$2,226,898.20	\$4,373,637.00	\$2,146,738.80	49.08%	\$2,382,402.65	\$4,296,440.07
TOTAL SALARIES/BENEFITS	<u>\$9,569,467.69</u>	<u>\$19,765,980.00</u>	<u>\$10,196,512.31</u>	<u>51.59%</u>	<u>\$9,507,352.30</u>	<u>\$19,108,676.88</u>
Travel and training	\$32,226.78	\$132,320.00	\$100,093.22	75.64%	\$29,154.27	\$60,831.78
Vehicle allowance, maintenance and repairs	\$136,250.44	\$110,735.00	(\$25,515.44)	(23.04%)	\$102,565.37	\$296,737.83
Utilities and Fuel	\$120,435.95	\$259,752.00	\$139,316.05	53.63%	\$166,788.16	\$323,323.50
Materials and supplies	\$61,858.56	\$308,523.00	\$246,664.44	79.95%	\$119,521.33	\$353,993.52
Maintenance and repairs	\$105,927.37	\$120,640.00	\$14,712.63	12.20%	\$110,833.88	\$223,790.58
Rents and leases		\$3,695.00	\$3,695.00	100.00%		
Taxes and licenses	\$54,791.00	\$84,183.00	\$29,392.00	34.91%	\$56,775.00	\$56,775.00
Financial expenses	\$1,098.51	\$2,500.00	\$1,401.49	56.06%	\$1,134.41	\$2,556.79
Purchased and contracted services	\$15,670.90	\$28,334.00	\$12,663.10	44.69%	(\$1,697.64)	\$213,646.27
Transfer to own funds		\$303,000.00	\$303,000.00	100.00%		\$317,434.80
Capital expense	\$3,215.62	\$60,566.00	\$57,350.38	94.69%	\$6,024.65	\$15,609.42
Depreciation			\$0.00	0.00%		\$441,510.70
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$23,470.92
TOTAL OTHER EXPENSES	<u>\$531,475.13</u>	<u>\$1,414,248.00</u>	<u>\$882,772.87</u>	<u>62.42%</u>	<u>\$591,099.43</u>	<u>\$2,329,681.11</u>
	<u>\$10,100,942.82</u>	<u>\$21,180,228.00</u>	<u>\$11,079,285.18</u>	<u>52.31%</u>	<u>\$10,098,451.73</u>	<u>\$21,438,357.99</u>
NET (REVENUE)/EXPENDITURE	\$6,478,886.25	\$13,513,073.00	\$7,034,186.75	52.05%	\$6,427,507.88	\$14,076,798.57

PUBLIC WORKS AND ENGINEERING

2019 - SECOND QUARTER ENDED
JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$1,591,894.82)	(\$3,102,230.00)	(\$1,510,335.18)	48.69%	(\$1,611,315.78)	(\$3,409,258.04)
Government grants	(\$171,058.12)	(\$689,013.00)	(\$517,954.88)	75.17%	(\$184,090.78)	(\$737,680.95)
Contribution from own funds		(\$10,500.00)	(\$10,500.00)	100.00%		(\$87,185.63)
Other income	(\$46,810.82)	(\$18,500.00)	\$28,310.82	(153.03%)	(\$55,976.97)	(\$170,694.51)
	(\$1,809,763.76)	(\$3,820,243.00)	(\$2,010,479.24)	52.63%	(\$1,851,383.53)	(\$4,404,819.13)
EXPENDITURES						
Salaries	\$8,858,605.15	\$17,724,110.00	\$8,865,504.85	50.02%	\$8,497,063.92	\$16,939,668.27
Benefits	\$2,484,243.87	\$5,261,474.00	\$2,777,230.13	52.78%	\$2,478,194.06	\$4,580,360.55
TOTAL SALARIES/BENEFITS	\$11,342,849.02	\$22,985,584.00	\$11,642,734.98	50.65%	\$10,975,257.98	\$21,520,028.82
Travel and training	\$35,926.26	\$105,509.00	\$69,582.74	65.95%	\$43,767.92	\$95,988.12
Vehicle allowance, maintenance and repairs	\$2,546,198.48	\$2,475,237.00	(\$70,961.48)	(2.87%)	\$1,539,961.64	\$3,146,636.20
Utilities and Fuel	\$2,505,930.22	\$6,887,326.00	\$4,381,395.78	63.62%	\$2,969,944.72	\$6,822,219.40
Materials and supplies	\$1,881,474.82	\$3,757,415.00	\$1,875,940.18	49.93%	\$1,467,642.34	\$3,905,156.68
Maintenance and repairs	\$161,307.15	\$260,000.00	\$98,692.85	37.96%	\$145,530.60	\$240,832.54
Taxes and licenses	\$53,537.50	\$82,715.00	\$29,177.50	35.27%	\$56,461.56	\$56,461.56
Financial expenses	\$2,105.65	\$2,507.00	\$401.35	16.01%	\$613.75	\$11,790.87
Purchased and contracted services	\$2,941,318.10	\$7,015,823.00	\$4,074,504.90	58.08%	\$3,017,655.73	\$6,774,553.01
Transfer to own funds	\$567,414.00	\$3,241,738.00	\$2,674,324.00	82.50%	\$567,414.00	\$2,602,329.23
Capital expense	\$4,665.78	\$51,022.00	\$46,356.22	90.86%	\$30,306.45	\$34,046.85
Depreciation			\$0.00	0.00%		\$13,376,557.05
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		(\$50,318.25)
Less: recoverable costs	(\$154,617.45)	(\$220,130.00)	(\$65,512.55)	29.76%	(\$131,782.12)	(\$640,618.75)
TOTAL OTHER EXPENSES	\$10,545,260.51	\$23,659,162.00	\$13,113,901.49	55.43%	\$9,707,516.59	\$36,375,634.51
	\$21,888,109.53	\$46,644,746.00	\$24,756,636.47	53.07%	\$20,682,774.57	\$57,895,663.33
NET (REVENUE)/EXPENDITURE	\$20,078,345.77	\$42,824,503.00	\$22,746,157.23	53.11%	\$18,831,391.04	\$53,490,844.20
Public Works	15,199,399.96	29,187,742.00	13,988,342.04	47.93%		
Engineering	4,878,945.81	13,636,761.00	8,757,815.19	64.22%		
	20,078,345.77	42,824,503.00	22,746,157.23			

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES

2019 - SECOND QUARTER ENDED
JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$4,448,825.52)	(\$8,165,217.00)	(\$3,716,391.48)	45.51%	(\$4,659,639.57)	(\$8,735,276.33)
Government grants	(\$691,064.48)	(\$1,859,805.00)	(\$1,168,740.52)	62.84%	(\$397,293.38)	(\$1,822,940.61)
Contribution from own funds		(\$75,000.00)	(\$75,000.00)	100.00%	\$58,540.17	(\$178,508.69)
Other income	(\$121,981.50)	(\$141,600.00)	(\$19,618.50)	13.85%	(\$140,583.75)	(\$203,124.92)
	(\$5,261,871.50)	(\$10,241,622.00)	(\$4,979,750.50)	48.62%	(\$5,138,976.53)	(\$10,939,850.55)
EXPENDITURES						
Salaries	\$6,072,232.33	\$12,581,351.00	\$6,509,118.67	51.74%	\$5,802,439.55	\$11,726,867.03
Benefits	\$1,514,380.54	\$3,270,733.00	\$1,756,352.46	53.70%	\$1,466,302.45	\$2,840,434.47
TOTAL SALARIES/BENEFITS	\$7,586,612.87	\$15,852,084.00	\$8,265,471.13	52.14%	\$7,268,742.00	\$14,567,301.50
Travel and training	\$24,792.42	\$71,870.00	\$47,077.58	65.50%	\$21,172.21	\$38,392.94
Vehicle allowance, maintenance and repairs	\$521,862.63	\$882,962.00	\$361,099.37	40.90%	\$561,287.16	\$1,090,546.17
Utilities and Fuel	\$1,383,775.99	\$3,137,142.00	\$1,753,366.01	55.89%	\$1,537,618.73	\$3,149,197.13
Materials and supplies	\$283,166.19	\$773,343.00	\$490,176.81	63.38%	\$255,159.17	\$750,854.45
Maintenance and repairs	\$509,277.02	\$1,205,750.00	\$696,472.98	57.76%	\$468,530.33	\$1,081,728.37
Program expenses	\$61,075.04	\$162,725.00	\$101,649.96	62.47%	\$178,529.56	\$215,839.06
Goods for resale	\$257,571.74	\$581,490.00	\$323,918.26	55.70%	\$341,178.78	\$646,864.93
Rents and leases		\$10,250.00	\$10,250.00	100.00%	\$1,841.64	\$10,085.64
Taxes and licenses	\$160,277.13	\$170,750.00	\$10,472.87	6.13%	\$158,801.93	\$184,147.18
Financial expenses	\$47,922.58	\$83,264.00	\$35,341.42	42.45%	\$85,046.06	\$181,649.02
Purchased and contracted services	\$409,896.40	\$877,299.00	\$467,402.60	53.28%	\$202,468.85	\$637,234.30
Grants to others	\$20,728.98	\$14,000.00	(\$6,728.98)	(48.06%)	\$57,799.86	\$155,873.89
Transfer to own funds		\$196,205.00	\$196,205.00	100.00%		\$1,027,563.99
Capital expense	\$26,880.95	\$51,085.00	\$24,204.05	47.38%	\$35,003.67	\$105,532.24
Depreciation			\$0.00	0.00%		\$1,744,102.43
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%		\$120,194.00
TOTAL OTHER EXPENSES	\$3,707,227.07	\$8,218,135.00	\$4,510,907.93	54.89%	\$3,904,437.95	\$11,139,805.74
	\$11,293,839.94	\$24,070,219.00	\$12,776,379.06	53.08%	\$11,173,179.95	\$25,707,107.24
NET (REVENUE)/EXPENDITURE	\$6,031,968.44	\$13,828,597.00	\$7,796,628.56	56.38%	\$6,034,203.42	\$14,767,256.69
Planning	413,417.66	984,605.00	571,187.34	58.01%		
LIP	64,546.65	(437.00)	(64,983.65)	14,870.40%		
Recreation & Culture	592,417.32	1,493,782.00	901,364.68	60.34%		
Community Centres						
John Rhodes Community Centre	558,834.37	1,570,902.00	1,012,067.63	64.43%		
McMeeken Centre	46,796.83	218,842.00	172,045.17	78.62%		
Northern Community Centre	(51,959.75)	(12,719.00)	39,240.75	(308.52%)		
Outdoor Pools/ Misc Concessions	55,266.42	118,943.00	63,676.58	53.54%		
Administration	391,817.63	917,589.00	525,771.37	57.30%		
GFL Memorial Gardens	113,192.37	681,435.00	568,242.63	83.39%		
Locks	(23,919.29)	45,191.00	69,110.29	152.93%		
Cemetery	114,811.04	(4,286.00)	(119,097.04)	2,778.75%		
Transit	2,989,228.88	6,371,139.00	3,381,910.12	53.08%		
School Guards	166,181.59	271,410.00	105,228.41	38.77%		
FutureSSM	256,831.28	444,656.00	187,824.72	42.24%		
Parking	(544.12)	60,577.00	61,121.12	100.90%		
Administration	345,049.56	666,968.00	321,918.44	48.27%		
	6,031,968.44	13,828,597.00	7,796,628.56			

LEVY BOARDS

2019 - SECOND QUARTER ENDED JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
EXPENDITURES						
Grants to others	\$10,431,521.38	\$21,257,110.00	\$10,825,588.62	50.93%	\$10,236,310.50	\$20,823,472.00
TOTAL OTHER EXPENSES	\$10,431,521.38	\$21,257,110.00	\$10,825,588.62	50.93%	\$10,236,310.50	\$20,823,472.00
	\$10,431,521.38	\$21,257,110.00	\$10,825,588.62	50.93%	\$10,236,310.50	\$20,823,472.00
NET (REVENUE)/EXPENDITURE	\$10,431,521.38	\$21,257,110.00	\$10,825,588.62	50.93%	\$10,236,310.50	\$20,823,472.00

OUTSIDE AGENCIES - MAIN

2019 - SECOND QUARTER ENDED
JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges			\$0.00	0.00%	(\$2,334.00)	
Government grants	(\$52,415.45)	(\$200,000.00)	(\$147,584.55)	73.79%	(\$33,053.50)	(\$142,635.05)
	(\$52,415.45)	(\$200,000.00)	(\$147,584.55)	73.79%	(\$35,387.50)	(\$142,635.05)
EXPENDITURES						
Grants to others	\$2,029,217.36	\$3,840,156.00	\$1,810,938.64	47.16%	\$1,861,275.65	\$3,524,293.71
Transfer to own funds		\$80,000.00	\$80,000.00	100.00%		\$80,000.00
TOTAL OTHER EXPENSES	\$2,029,217.36	\$3,920,156.00	\$1,890,938.64	48.24%	\$1,861,275.65	\$3,604,293.71
	\$2,029,217.36	\$3,920,156.00	\$1,890,938.64	48.24%	\$1,861,275.65	\$3,604,293.71
NET (REVENUE)/EXPENDITURE	\$1,976,801.91	\$3,720,156.00	\$1,743,354.09	46.86%	\$1,825,888.15	\$3,461,658.66

OUTSIDE AGENCIES - OTHER

2019 - SECOND QUARTER ENDED
JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$91,644.12)	(\$120,000.00)	(\$28,355.88)	23.63%	(\$35,272.32)	(\$121,128.20)
Contribution from own funds		(\$80,000.00)	(\$80,000.00)	100.00%	(\$123,775.00)	(\$204,527.14)
	(\$91,644.12)	(\$200,000.00)	(\$108,355.88)	54.18%	(\$159,047.32)	(\$325,655.34)
EXPENDITURES						
Materials and supplies	\$79,913.18	\$200,000.00	\$120,086.82	60.04%	\$58,172.02	\$201,880.34
Grants to others	\$954,951.32	\$1,492,056.00	\$537,104.68	36.00%	\$1,003,748.00	\$1,605,831.00
TOTAL OTHER EXPENSES	\$1,034,864.50	\$1,692,056.00	\$657,191.50	38.84%	\$1,061,920.02	\$1,807,711.34
	\$1,034,864.50	\$1,692,056.00	\$657,191.50	38.84%	\$1,061,920.02	\$1,807,711.34
NET (REVENUE)/EXPENDITURE	\$943,220.38	\$1,492,056.00	\$548,835.62	36.78%	\$902,872.70	\$1,482,056.00

EDF

2019 - SECOND QUARTER ENDED
JUNE 30, 2019

	YTD	Budget	Variance	Percentage Budget-Rem	2018 Actual To:	2018 Actual
FISCAL YEAR REMAINING% :	Actual	2019		50.0%	June	Year End
REVENUE						
Contribution from own funds			\$0.00	0.00%		(\$730,220.98)
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$730,220.98)
EXPENDITURES						
Materials and supplies	(\$18,341.23)		\$18,341.23	0.00%	\$49,268.68	\$730,220.98
Transfer to own funds		\$500,000.00	\$500,000.00	100.00%		\$500,000.00
TOTAL OTHER EXPENSES	(\$18,341.23)	\$500,000.00	\$518,341.23	103.67%	\$49,268.68	\$1,230,220.98
	(\$18,341.23)	\$500,000.00	\$518,341.23	103.67%	\$49,268.68	\$1,230,220.98
NET (REVENUE)/EXPENDITURE	(\$18,341.23)	\$500,000.00	\$518,341.23	103.67%	\$49,268.68	\$500,000.00

CORPORATE FINANCIALS

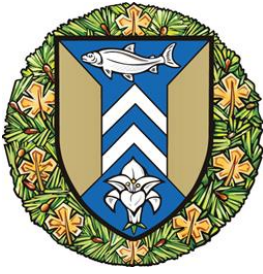
2019 - SECOND QUARTER ENDED
JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Taxation	(\$115,333,232.56)	(\$117,173,658.00)	(\$1,840,425.44)	1.57%	(\$111,753,681.25)	(\$113,693,255.17)
Payment in Lieu of taxes	(\$2,452,260.72)	(\$4,366,415.00)	(\$1,914,154.28)	43.84%	(\$2,187,423.95)	(\$4,366,620.12)
Fees and user charges	(\$6,204,023.26)	(\$14,537,330.00)	(\$8,333,306.74)	57.32%	(\$6,299,495.44)	(\$13,026,639.59)
Government grants	(\$7,833,029.00)	(\$15,543,586.00)	(\$7,710,557.00)	49.61%	(\$7,727,600.00)	(\$15,455,200.00)
Interest and Investment income	(\$1,719,484.61)	(\$4,320,000.00)	(\$2,600,515.39)	60.20%	(\$3,345,969.50)	(\$7,097,793.80)
Contribution from own funds			\$0.00	0.00%		(\$3,000.00)
Other income	(\$751,085.51)	(\$2,647,500.00)	(\$1,896,414.49)	71.63%	(\$358,390.00)	(\$1,543,207.76)
Change in future employee benefits			\$0.00	0.00%		(\$220,275.58)
	(\$134,293,115.66)	(\$158,588,489.00)	(\$24,295,373.34)	15.32%	(\$131,672,560.14)	(\$155,405,992.02)
EXPENDITURES						
Salaries	\$403.44		(\$403.44)	0.00%		\$316.17
Benefits	\$10,000.00	\$20,000.00	\$10,000.00	50.00%	\$14,000.00	\$22,000.00
TOTAL SALARIES/BENEFITS	\$10,403.44	\$20,000.00	\$9,596.56	47.98%	\$14,000.00	\$22,316.17
Materials and supplies	\$99,934.65	\$308,927.00	\$208,992.35	67.65%	\$67,749.69	\$280,662.21
Program expenses	\$366,346.00	\$760,000.00	\$393,654.00	51.80%		
Financial expenses	\$61,734.04	\$12,475.00	(\$49,259.04)	(394.86%)		\$164,910.16
Purchased and contracted services	\$294,027.11	\$594,779.00	\$300,751.89	50.57%	\$15,115.86	\$518,607.39
Grants to others	\$863.72	\$865.00	\$1.28	0.15%	\$252,168.74	\$863.72
Transfer to own funds		\$12,736,059.00	\$12,736,059.00	100.00%	\$610,080.00	\$13,156,845.42
TOTAL OTHER EXPENSES	\$822,905.52	\$14,413,105.00	\$13,590,199.48	94.29%	\$945,114.29	\$14,121,888.90
	\$833,308.96	\$14,433,105.00	\$13,599,796.04	94.23%	\$959,114.29	\$14,144,205.07
NET (REVENUE)/EXPENDITURE	(\$133,459,806.70)	(\$144,155,384.00)	(\$10,695,577.30)	7.42%	(\$130,713,445.85)	(\$141,261,786.95)

CAPITAL LEVY & DEBT

2019 - SECOND QUARTER ENDED
JUNE 30, 2019

	YTD	Budget	Variance	Percentage	2018	2018
	Actual	2019		Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :				50.0%	June	Year End
REVENUE						
Fees and user charges	(\$156,922.30)	(\$350,000.00)	(\$193,077.70)	55.17%	(\$148,344.92)	(\$320,741.24)
	(\$156,922.30)	(\$350,000.00)	(\$193,077.70)	55.17%	(\$148,344.92)	(\$320,741.24)
EXPENDITURES						
Long term debt	\$1,107,295.26	\$2,875,685.00	\$1,768,389.74	61.49%	\$1,107,295.26	\$3,243,871.52
Transfer to own funds		\$6,242,580.00	\$6,242,580.00	100.00%		\$6,240,734.00
TOTAL OTHER EXPENSES	\$1,107,295.26	\$9,118,265.00	\$8,010,969.74	87.86%	\$1,107,295.26	\$9,484,605.52
	\$1,107,295.26	\$9,118,265.00	\$8,010,969.74	87.86%	\$1,107,295.26	\$9,484,605.52
NET (REVENUE)/EXPENDITURE	\$950,372.96	\$8,768,265.00	\$7,817,892.04	89.16%	\$958,950.34	\$9,163,864.28



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

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, City Clerk

DEPARTMENT: Corporate Services

RE: Rescheduling October 21 Council Meeting

PURPOSE

The purpose of this report is to amend the 2019 Council meeting schedule by rescheduling the October 21, 2019 Council meeting to Tuesday, October 22, 2019.

BACKGROUND

The 2019 Council meeting schedule was approved by City Council on September 24, 2018 with October 21, 2019 as a regular Council meeting. The 2019 federal election will also take place on October 21, 2019.

ANALYSIS

In order to provide members of Council, staff and the public every opportunity to vote on October 21, 2019 it is recommended that the October 21, 2019 Council meeting be rescheduled to Tuesday, October 22.

FINANCIAL IMPLICATIONS

There is no financial implication.

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:

Resolved that the report of the City Clerk dated 2019 08 12 concerning Rescheduling October 21 Council Meeting be received and that October 21, 2019 Council meeting be rescheduled to Tuesday, October 22, 2019.

Respectfully submitted,

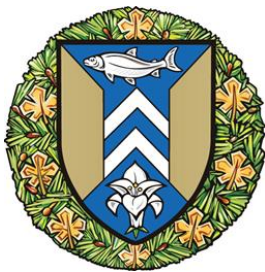
A handwritten signature in blue ink, appearing to read 'Rachel Tyczinski'.

Rachel Tyczinski

City Clerk

705.759.5392

r.tyczinski@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Active Transportation Infrastructure Implementation – Update to Traffic By-law 77-200

PURPOSE

The purpose of this report is to recommend updates to Traffic By-law 77-200, as part of the implementation of two cycling routes: Pine Street, from Queen Street to Northern Avenue; and Willow Avenue, from McNabb Street to Northern Avenue.

BACKGROUND

At the June 17, 2019 meeting, Council endorsed the implementation of the two routes mentioned above. As part of the implementation, it was recommended that on-street parking be removed for the entire Pine Street and Willow Avenue bike routes. The removal of on street parking requires an amendment to Traffic By-law 77-200.

In advance of the June 17, 2019 Council meeting, notice was mailed out to those properties fronting on Pine Street and Willow Avenue that would be impacted by the removal of on-street parking.

ANALYSIS

The following tables are the recommended amendments to Traffic By-law 77-200:

	STREET	SIDE	FROM	TO	PROHIBITED TIMES OR DAYS
DELETE:					
	Pine Street	east	45 m south of Pleasant Dr	164 m south of Pleasant Dr	0900 hrs. to 1630 hrs. 1830 hrs. to 2000 hrs. Mon. to Fri. Sept. 1st to April 30th
	Pine Street	east	Queen St	Wellington St	any time
	Pine Street	east	McNabb St	Willoughby St	any time

	Pine Street	east	MacDonald Ave	9 m south of Cunningham Rd	any time
	Pine Street	east	Pleasant Dr	Northern Ave	0830 hrs to 1000 hrs, 1230 hrs to 1400 hrs, Sept. 1st to June 15th Sat., Sun., & holidays excepted
	Pine Street	east	Wellington East	MacDonald Ave	any time
	Pine Street	west	Wellington East	North limit of C.P.R. property	any time
	Pine Street	west	Ontario Ave	MacDonald Ave	any time
	Pine Street	west	McNabb St	210 m north of McNabb St	any time
	Pine Street	west	210m north of McNabb St	north limit of Civic No. 811 Pine St	any time
	Pine Street	west	Willoughby St	Northern Ave	any time
	Pine Street	west	6 m north of driveway at No. 89 Pine St	6 m south of driveway at No. 89 Pine St	any time
	Pine Street	west	Wellington St	37 m south Wellington St	any time
ADD:	Pine Street	both	Queen Street	Northern Avenue	any time
DELETE:					
	Willow Avenue	east	McNabb St	46 m north of McNabb St	any time
	Willow Avenue	east	46m north of McNabb St	Chapple Ave	0800 hrs to 1800 hrs Monday-Friday
	Willow Avenue	east	Northern Ave	Willoughby St	any time
	Willow Avenue	west	McNabb St	Northern Ave	any time
ADD:	Willow Avenue	both	McNabb St	Northern Ave	any time

FINANCIAL IMPLICATIONS

There are no financial implications associated with this amendment. The line painting, pavement markings, and signage associated with the cycling facilities will be funded through the Province's Ontario Commuter Cycling program funds, as well as previously approved City funds.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report support the City's Corporate Strategic Plan, by encouraging a robust, active transportation network, enhancing quality of life in the community. The changes to the Traffic By-law also align with the City's Cycling Master Plan.

SUMMARY

The recommendations in this report are consistent with the implementation of the City's Active Transportation strategy, endorsed by Council in May of 2017. If further cycling routes are approved in the future, staff will present additional Traffic By-law amendments should they be required. Prior to any further recommended cycling lanes, staff will provide direct notice to those properties fronting on those streets, and will host neighbourhood open houses to advise residents of proposed changes.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2019 08 12, be received and that Council direct the Legal Department to bring forward the appropriate by-law amendments at a later date.

Respectfully submitted,

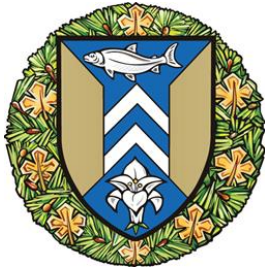
A handwritten signature in blue ink, appearing to read 'Stephen Turco', is positioned above the printed name and title.

Stephen Turco, RPP

Senior Planner

705.759.5279

s.turco@cityssm.on.ca



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

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-8-19-Z - 22 MacDonald Avenue – LPAT Appeal

PURPOSE

This Report provides Council with an update to the proposed 12-storey, 90-unit apartment building at 22 MacDonald Avenue.

BACKGROUND

On April 1, 2019, Council passed the following resolution:

'Resolved that the report of the Senior Planner dated 2019 04 01 concerning rezoning Application A-8-19-Z be received and that Council approve the application to rezone the subject property from Parks and Recreation Zone (PR) to High Density Residential Zone (R5.S) subject to the following special exception:

- 1. That the proposed apartment building not exceed more than 12 storeys*
- 2. That the maximum required lot coverage for the apartment building be increased to 35% from 33%.*

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

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

Council approved By-laws 2019-80 and 2019-81 on April 15, 2019.

Two neighbours have filed separate appeals with the Local Planning Appeal Tribunal (LPAT). This is the appeal body that has replaced the Ontario Municipal Board to hear planning matters.

ANALYSIS

Both appeals are fairly consistent and raise a number of concerns with the development. One of those concerns relates to the following Official Plan Policy, which applies to the provision of affordable housing:

HO.6 For all urban residential developments greater than 50 units, the developer shall be required to provide a statement of affordability ensuring that opportunities for creating a range of housing types are provided so that no less than 30% new dwellings are affordable. Wherever feasible, 50% of all affordable housing provided shall be affordable to low income households as defined by the Ministry of Municipal Affairs and Housing.

This matter was not addressed by Planning Staff and the applicant has indicated that he is unable to proceed with the development if 30% of the units are required to have 'affordable' rents. Given that affordable housing is a provincial priority, it is staff's opinion that the Application should be abandoned and By-laws 2019-80 and 2019-81 be repealed. The Applicant is in agreement. By-law 2019-151 is before Council tonight and will effectively repeal By-laws 2019-80 and 2019-81. Legal shall thereafter provide LPAT with a copy of By-law 2019-151 and request that the Appeal be dismissed. The applicant is in agreement with this approach, and it is anticipated that the applicant will re-apply with a revised application.

Official Plan Policy HO.6 dates from 1996 when the current OP was adopted. The policy was consistent with legislation at that time, based upon the requirements of Bill 120, 'The Land Use Planning and Protection Act'. This requirement was later repealed by the subsequent government.

FINANCIAL IMPLICATIONS

There is no immediate financial implications in repealing By-laws 2019-80 and 2019-81.

STRATEGIC PLAN / POLICY IMPACT

Repealing By-laws 2019-80 and 2019-81 is not directly linked to any policies within the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated 2019 08 12 be received. By-law 2019-151 which repeals By-laws 2019-80 and 2019-81 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

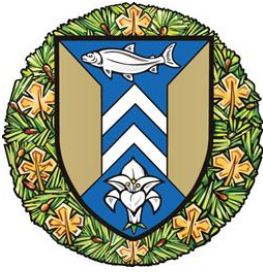


Peter Tonazzo, RPP

Senior Planner

705.759.2780

p.tonazzo@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Downtown Patios – Three Year Patio Agreements

PURPOSE

The purpose of this report is to recommend that future sidewalk patio agreements (Licence to Occupy City Property) be done on the basis of a three-year agreement, and to recommend that existing patio agreements be extended an additional two years.

BACKGROUND

In March of 2017, City Council delegated to the Planning Director, the authority to enter into sidewalk patio agreements on behalf of the City of Sault Ste. Marie. The reasons for this were to make the process simpler for merchants, and to allow patios to be set up quickly, without the need to coordinate the approval process with limited summer Council meetings.

ANALYSIS

The implementation of the revised patio agreement process has worked out well, with a number of downtown food and beverage establishments setting up patios. Currently, patio agreements are for the same calendar year (typically, May 15th to October 1st). The fee for processing a patio agreement is \$250.

While the process is working well, staff at this time is recommending that patio agreements be approved for a three-year period, while maintaining the fee at \$250. The reason for this recommendation is that patio layouts typically do not change from year to year, and therefore, there is no need for additional reviews (staff reviews the layout of the patio with respect to distance to other sidewalk features or furnishings, site line issues, accessibility, etc.).

In addition, extending patio agreements to three years will also benefit those food and beverage establishments that want to set up patios later in the summer season (i.e. some establishments are delayed in setting up patios due to other commitments, weather delays, etc.).

While staff is recommending that agreements be for a three-year period, patios will still be required to be taken down as of October 1 of each year. As well, it should be noted

that some patios require a building permit to set up. These patios would still be required to obtain a building permit yearly.

Some patios also utilize on-street parking stalls (either for the patios themselves, or to accommodate a walkway around the patio). If parking stalls are used, a fee of \$225 per stall is required. Staff is recommending that this fee remain, to be paid annually.

By-law 2017-51 delegates authority to enter into a sidewalk patio agreement to the Director of Planning. This by-law also includes the standard provisions of a patio agreement. This by-law will need to be amended to reflect the changes recommended in this report.

FINANCIAL IMPLICATIONS

Having the agreements span three years, rather than one, will result in a nominal loss of application fees. However, staff is of the opinion that this will be offset by more food and beverage establishments setting up patios.

STRATEGIC PLAN / POLICY IMPACT

Vibrant downtown areas are a component of the “Quality of Life” strategic focus area of the Corporate Strategic Plan. Encouraging more patios will foster vibrancy in the Downtown.

RECOMMENDATION

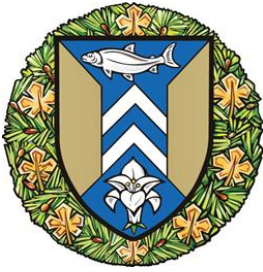
It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated 2019 08 12 concerning Downtown Patios – Three Year Patio Agreements be received and that Council authorize the approval of sidewalk patio agreements on a three-year basis; that existing sidewalk patio agreements be extended for an additional two years; and that By-law 2017-51 be amended to reflect the same.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Stephen Turco'.

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



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

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Sale of 25 Donna Drive

PURPOSE

The purpose of this report is to advise Council of the offer received for the sale of 25 Donna Drive.

ATTACHMENT

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

BACKGROUND

On May 21, 2019, City Council passed By-law 2019-116 declaring the Property surplus to the City's needs and approved the disposition of same.

The abutting property owner, 1890714 Ontario Inc. provided the Legal Department with a formal appraisal completed by Daniel Shields, AACI, P.App. Due to the fact that the Property is landlocked with no road frontage, the market value of this Property is estimated at Fifteen Thousand (\$15,000.00) Dollars. 1890714 Ontario Inc. has offered to purchase the Property for the appraised amount. Given that it is landlocked, there is no use for the Property to be sold to another party. 1890714 Ontario Inc. has advised they intend to use the Property for residential purposes and will eventually need a re-zoning.

The sale of the Property was advertised in the Sault Star on June 1, 2019 and on the City's web page advising that the City wished to sell to the abutting owner. No comments or objections were received.

ANALYSIS

If the City decides to dispose of the Property, it would be consistent with the City's plan to dispose of surplus property.

FINANCIAL IMPLICATIONS

The property is presently owned by the City and is exempt from property taxes. Upon the sale the property may become taxable depending upon its ultimate use.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Authorize the disposition of the City owned property described as PIN 31595-0333 (LT) BLK A PL H534 KORAH; SAULT STE. MARIE, being civic 25 Donna Drive in accordance with the City's policy for the disposition of land, to the abutting owner, specifically 1890714 Ontario Inc. for the amount of Fifteen Thousand (\$15,000.00) Dollars.

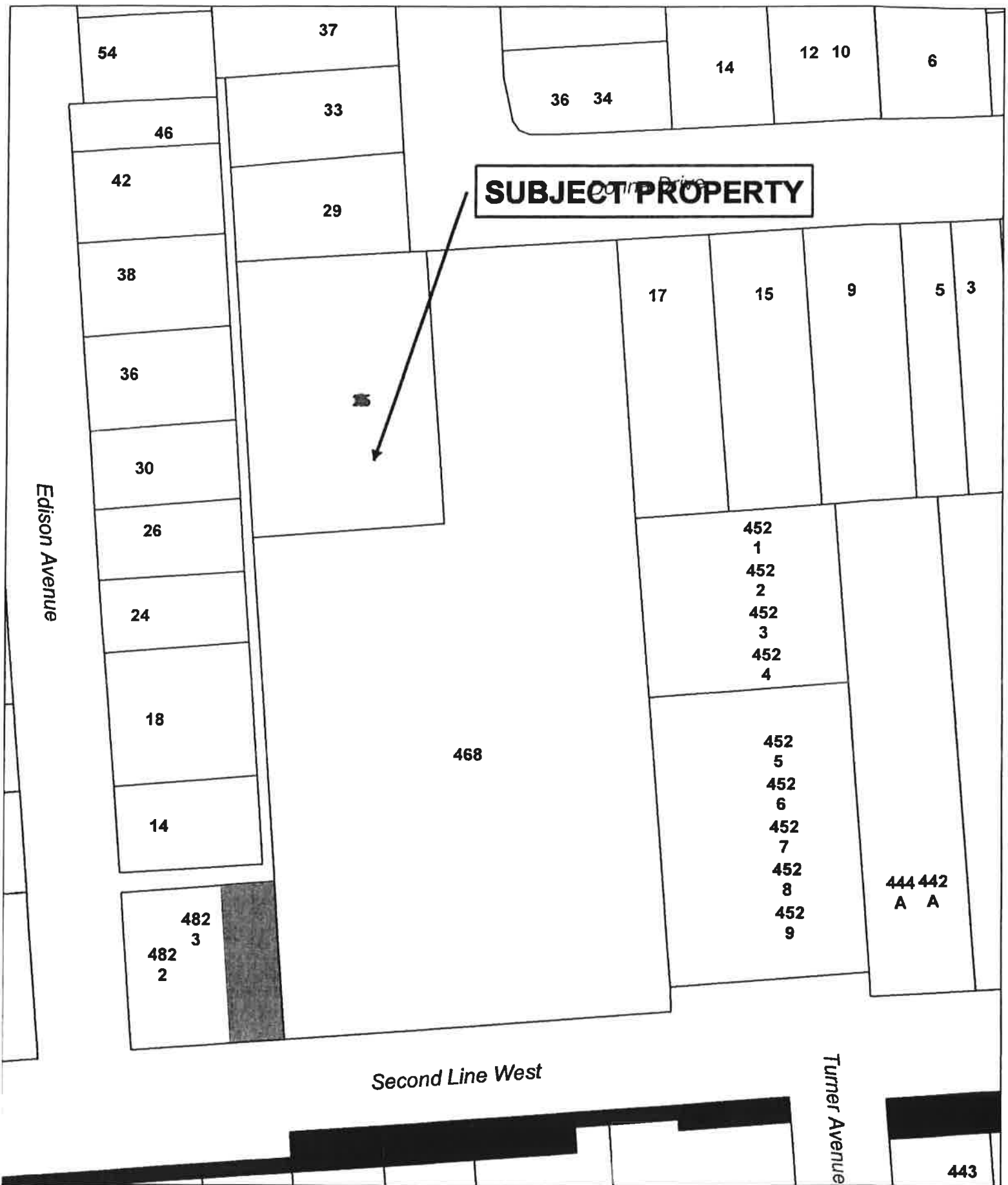
By-law 2019-152 authorizing the sale appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,

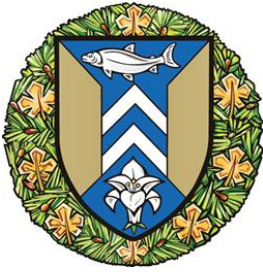
A handwritten signature in blue ink, appearing to read "M. Borowicz-Sibenik".

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/tj



SCHEDULE "A"



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

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

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Black Road Widening – Funding Agreement

PURPOSE

The purpose of this report is to obtain Council approval to enter into a contribution agreement with the Province for a Connecting Link grant for the widening of Black Road.

BACKGROUND

The Province recently announced that the City will be the recipient of the lesser of 90% or \$3M Connecting Link grant under the 2019-2020 program for the widening of Black Road to four lanes between McNabb Street and Second Line. The Province has recognized the need to assist the City with the movement of provincial traffic through City streets in the absence of the ability to by-pass. Current and projected traffic demands require that the road be widened to four lanes, particularly since the Province has shelved route planning and environmental assessment to connect Highway 17 East to Black Road at Second Line.

ANALYSIS

This project has been designed and ready to tender for some time. The Province acknowledges that given the timing of the announcement, it will not be possible to complete the project in 2019, so the work can be completed over two construction seasons. Staff recommends tendering the project and awarding it at a September Council meeting to provide the contractor with favourable scheduling options. There will be a requirement in the contract that two paved lanes will be required for the winter months.

Council will note there is another report on this evening's agenda requesting approval to authorize utility relocations necessary for the widening. It is recommended that Council approve the authorization of the contribution agreement.

FINANCIAL IMPLICATIONS

The preliminary budget for this project is \$5.3M of which the full \$3M grant is approved in this Connecting Link Agreement. The City's share of funds of \$2.3M was approved in the 2019 Capital Budget, of which approximately \$1M remains after the re-allocation of funding to the Fort Creek Aqueduct project in April of this year. All work that will be

completed this year can be accommodated within the remaining 2019 connecting link allocation.

While it is not common practice to approve funding for a project that will come from the next year's unapproved budget, due to the timing of the funding announcement a portion of the City's share will have to be accommodated within the 2020 budget which will be brought to Council later this year for approval. After tendering of this project, staff will request Council to award a contract and will present the final project budget which will include the total amount to be financed through the 2020 Budget.

STRATEGIC PLAN / POLICY IMPACT

The widening of Black Road is linked to the infrastructure components of the strategic plan.

RECOMMENDATION

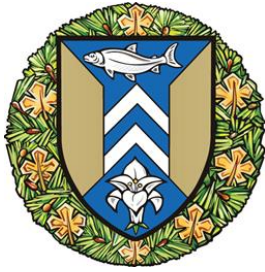
It is therefore recommended that Council take the following action:

By-Law 2019-155 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



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



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

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: No Parking Zone on Saddle Crescent

PURPOSE

The purpose of this report is to respond to an August 21, 2017 Council Resolution regarding parking issues on Saddle Crescent and the possibility of making Saddle Crescent a “No Parking Area”.

BACKGROUND

On August 21, 2017, City Council passed the following Resolution:

Whereas Saddle Crescent is not a designated no-parking area; and

Whereas due to its proximity to the Sault Area Hospital, and easy access to the Sault Area Hospital property from the Hub Trail, many vehicles park on Saddle Crescent to avoid paying hospital parking fees; and

Whereas the residents of Saddle Crescent are having their street used as a parking lot; and

Whereas the parking fees for Sault Area Hospital help support critical health care services in the City of Sault Ste. Marie;

Now Therefore Be It Resolved that the Legal Department be requested to prepare an amendment to the necessary by-law to make Saddle Crescent a no-parking area.

The Legal Department has collaborated with Traffic and City Police. In addition, Legal was advised that a Petition was submitted to the City Clerk from residents of Saddle Crescent, specifically requesting the installation of “No Parking Signs” on the entirety of Saddle Crescent, with a prohibition of parking between the hours of 9:00 a.m. and 5:00 p.m., Monday to Friday.

ANALYSIS

Traffic has no objections to this request and has provided the necessary language to amend the City's Traffic By-law. City Police has also been advised of the request to make Saddle Crescent a "No Parking Area" as they will respond to requests for enforcement. The amendments to the Traffic By-law and installation of signage will provide an enforcement tool to deal with the issue of individuals using Saddle Crescent as set out in the Resolution.

FINANCIAL IMPLICATIONS

The estimated cost of the creation and installation of the parking signs is approximately \$2,000 and can be accommodated within Traffic's existing operating budget. Individuals who park contrary to the parking prohibition will be subject to parking fines.

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:

Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated 2019 08 12 be received. By-law 2019-156 which creates a parking prohibition on Saddle Crescent between the hours of 9:00 a.m. and 5:00 p.m., Monday to Friday, appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "M. Borowicz-Sibenik".

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel

MBS/da

LEGAL\STAFF\COUNCIL\REPORTS\2019\SADDLE CRESCENT T2.DOCX

This petition encompasses all the residents of Saddle Creek except

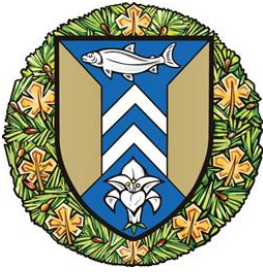
[REDACTED]
[REDACTED]
camp for the summer and couldn't be reached.

Any questions, please call me at

[REDACTED]
Thank you,
CASSA McAWLEY.

We, the residents of Saddle Crescent, petition the City of Sault Ste. Marie to install and enforce no parking signs on the entirety of the Crescent in an effort to deter citizens from parking in front of our homes and walking to the hospital via the catwalk. We request the prohibition be enforced between the hours of 9:00am and 5:00pm Monday to Friday.

Name	Signature	Date Signed	Address
Matthew + CARISSA MAULAY	<i>CMaulay</i>	June 27/19	27 Saddle
Mark Palombi Natalie Poshins	<i>M Palombi</i>	June 29/19	19 Saddle
MARIA SZKE TOM SZKE	<i>M. Szke</i>	June 29/19	15 SADDLE
CARL WILFRE MURELLE WILFRE	<i>C Wilfre</i>	July 1/19	11 SADDLE
GORD MARIN Michele MARIN	<i>G Marin</i>	July 1/19	7 Saddle
FRANK EUGENIO	<i>F Eugenio</i>	July 1/19	39 SADDLE
Dina + Mike Ferlaine	<i>M Ferlaine</i>	July 2/19	23 Saddle Cresc.



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

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Downtown Plaza Development

PURPOSE

Provide Council with an update on the development of a downtown plaza and receive approval for the acquisition of one property to enable the future development of the project.

BACKGROUND

Revitalizing Sault Ste. Marie's downtown is a community priority as identified by the:

- Corporate Strategic Plan
- Planning Department's revitalization efforts
 - Downtown Development Strategy
 - Community Improvement Plan for downtown (patio's, grants, etc.)
- Sault Ste. Marie Downtown Association
- FutureSSM Strategy and Downtown Development Action Team
- Roger Brooks Downtown Review
- Sault Ste. Marie Economic Development Corporation and Tourism SSM
- Research available on community development best practices

The health of a community's downtown is vital to economic development – it is one the most important factors that businesses, labour force, students and youth use to assess the health of a community. The downtown plaza project is an important initiative that is anticipated to incentivize new development and help to drive increased tax assessment and property valuations.

The project will also provide space for community events/activity in the downtown year round (four-season venue) which will not require the closure of Queen Street for regular events. Increasing the number of events and activities is a critical component to revitalizing the downtown and for supporting tourism.

A downtown plaza will also contribute to community pride and morale and provide an attractive downtown space for all ages. It will be a location that residents can gather for

numerous activities, socialize and have fun - the recent success of BIA downtown events, SSM Raptors Jurassic Park and Poutine Feast demonstrate the demand for this type of activity in the community.

For all the above reasons, the City can, and should, demonstrate leadership in this area of community development.

Staff have evaluated different options and locations for the plaza, researched other community plazas, attended webinars on plaza development best practices and engaged a firm to develop conceptual drawings of a plaza located in the downtown. Images of the plaza and further information can be found under Agenda item 5.3.

The preliminary work conducted by staff with The Planning Partnership provides a conceptual layout and high level costing for the project. The preliminary estimate for the project at this early stage of development is \$6.2M. This includes a 4% change order contingency, 7.5% escalation contingency and 5% design and technical contingency (totaling over \$1.3M). A summary of the cost estimate can be found in Attachment B.

One property required to proceed with the plaza development as envisioned is 535 Queen St. East owned by 1927404 Ontario Inc. Staff have been in negotiations with this company and an agreement for purchase of the property appears elsewhere on the agenda with By-Law 2019-157.

ANALYSIS

The rationale for the public plaza and the importance to community development has been outlined above. Staff have been working to incorporate best practices and ensure that the plaza provides the impact desired. The plaza project as presented addresses the critical plaza components recommended by Roger Brooks:

- ✓ Your plaza should be in the “heart” of your downtown
- ✓ Home to activities all 12 months of the year, and at least 15 days of each month – not just weekends
- ✓ Add music and lighting – it is critical
- ✓ Public restrooms are a must
- ✓ Provide ample vendor space
- ✓ Beautification is a must - every plaza should include trees (preferably deciduous. They create shade, a lighting platform, and a welcoming feeling), raised planters, large potted plants (and trees), and borders for annual color.
- ✓ Plazas and public markets should be joined at the hip
- ✓ Make sure you include water – fountains, etc. they are the number one draw in the world
- ✓ Include a permanent stage
- ✓ Include amphitheater space
- ✓ Multiple levels create intimate spaces

The next phase of the plaza development will include the following steps:

- Consultation sessions with general public, businesses and youth
- Conduct RFP for detailed design and costing services
- Submit funding applications
- Launch fundraising campaign
- Return to Council for project and budget approval November 2019
- RFP for construction to enable construction in 2020

The plaza project can be a significant “game changer” for the downtown. It will add to the current momentum being experienced in the downtown, incentivize new development and serve the community for generations to come.

FINANCIAL IMPLICATIONS

As the final cost of the plaza project is not yet finalized, the complete financial implications cannot be outlined at this point. In addition, staff will be making funding applications to other levels of government and seeking business sponsorships and community donations for different components of the project.

To advance the project in its next phase of development there is City funding already in place:

- In the 2019 budget, Council approved \$264,866 towards downtown amenity improvements. Staff recommends that these funds be utilized for the property purchase as recommended in By-law 2019-157 appearing elsewhere on the Agenda. The remaining \$110,134 of selling price of \$375,000 of the property purchase is recommended to be funded from the Property Purchase Reserve Fund.
- In 2019, \$2.5M of funds were earmarked for downtown amenity improvements from the gas tax money. While \$1.9M of these funds were utilized for Bay Street in 2019, it was anticipated the 2020 Capital Road budget plan as forecasted and presented during the 2019 budget deliberations will be re-prioritized to accommodate the replacement of the one-time gas tax top up funds for the plaza. Further, the remaining \$600,000 from the gas tax funds can be put toward the detailed drawings and the next phase of the plaza development. The next phase will provide Council with a refined cost estimate for the project.
- \$500,000 was set aside in the capital budget in 2019 for growth initiatives and it will be recommended that this allocation continue in 2020. A portion of these funds will be recommended to support the plaza development going forward.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

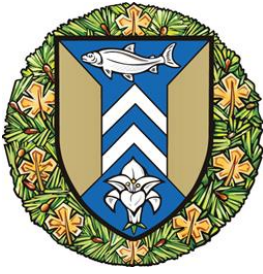
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 08 12 concerning the downtown plaza be received; that the purchase of property be approved and that funding of \$110,134 from the Property Purchase Reserve Fund be approved.

The relevant By-law 2019-157 that appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tom Vair', with a stylized flourish at the end.

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



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

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jonathan Kircal, Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-11-19-Z 412 Second Line West and 236 Prentice Avenue –
Pasquale Lento

PURPOSE

The Applicant is seeking to rezone the subject properties to permit the construction of six single-storey townhouse units.

PROPOSED CHANGE

The Applicant, Pasquale Lento, is requesting to rezone the subject properties from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), to permit a *Multiple Attached Dwelling*.

Subject Properties

- Location: 412 Second Line West and 236 Prentice Avenue.
- Lot Dimension: L-shaped lot with approximately 23.5 metres of frontage along Second Line West and 28 metres of frontage along Prentice Avenue.
- Lot Size/Total Area: 2,751 m² (0.68 acres).
- Present Use: vacant.
- Owner: Pasquale Lento.
- Site Plan Control (SPC): following approval of this application, properties will be subject to SPC.

BACKGROUND

No previous planning applications exist for these properties.

This application was first heard by City Council at its July 15, 2019 meeting. Planning staff recommended, as a condition of approval, that the proposed development be amended to consist of two separate buildings rather than one. At the request of the applicant and Planning staff, Council postponed the application.

After discussions with staff, the applicant has opted to maintain the original proposal of six single-storey townhouse units within one building. However, Planning staff's recommendation remains unchanged.

ANALYSIS

Neighbourhood Character

The subject neighbourhood is characterized by a mix of residential and commercial uses along Second Line West and is located within close proximity to the Market Mall, No Frills, Shoppers Drug Mart, and several other smaller general commercial establishments. A church, pump station and fire hall are also within the immediate vicinity.

Single-detached dwellings exist to the north and south of the subject properties; however, the north is entirely zoned Single Detached Residential (R2), whereas the south is zoned Low Density Residential (R3).

Additionally, the abutting lands to the north east, were rezoned in 2015 to Medium Density Residential Zone (R4) to permit apartment development.

The Official Plan

The subject property is designated "Residential" on Schedule "C" of the Official Plan. The Residential policies of the plan encourage a mixture of housing types and promotes infill development. Higher density residential development that is compatible with the character of the neighbourhood in terms of massing and setbacks is encouraged.

Applicable Official Plan residential policies are outlined as follows:

R.1: *"A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development".*

Multiple attached dwellings such as the applicant is proposing, will increase the variety of housing types in this area.

R.2: *"Low and high density development should be integrated and compatible in density, height and building setbacks".*

The applicant is proposing single-storey residential dwellings at grade. Its height will not exceed that of neighbouring properties. This proposal's density of approximately eight units per acre can be categorized as low density and is consistent with other Low Density Residential (R3) zoned properties. The proposal is compatible with the range of uses in the neighbourhood.

Zoning

Setback Requirements and Amenity Space

The proposal meets all setback requirements of the zoning by-law for an R3 development. Due to the orientation of the building, the eastern side yard of only 1.8 m will function as

the rear yard. Each dwelling unit will have its own dedicated front yard, in addition to a common outdoor amenity space.

Access and Parking

Vehicular and pedestrian access to the dwelling units will be provided by an L-shaped driveway adjoining Second Line West and Prentice Avenue. 236 Prentice Avenue, which was an undeveloped public right-of-way, was purchased by the applicant to facilitate this proposed driveway.

Six parking spaces adjacent to each unit are proposed, meeting the minimum R3 zoning requirement of one space per dwelling unit. The possibility of providing visitor parking will be discussed as part of the site plan control review.

Site Plan Control

Further details concerning access, fencing, stormwater management, servicing, garbage removal, lighting and others, will be addressed at the site plan control stage.

To enhance the proposal's integration with the neighbourhood, at the site plan control stage, planning staff will recommend that the applicant install a fence along the east side of the property and extend the cedar hedge that exists along the west side.

In addition, this proposal could be significantly improved if it were to be divided into two separate three-unit structures, as shown on the attached conceptual plan labelled Planning Staff Recommendation. This recommended site plan creates four end units, resulting in four out of the six units having additional outdoor amenity space adjacent to their unit.

Provincial Policy Statement (PPS)

The PPS provides policy direction on matters of provincial interest related to land use planning. The Planning Act requires City Council's decision to be consistent with the PPS.

Promoting intensification, efficient development, redevelopment of appropriate sites, and a range and mix of housing types and densities are applicable policies found within the PPS. This proposal is consistent with the PPS.

Growth Plan for Northern Ontario (GPNO)

The GPNO provides a framework for managing growth in Northern Ontario. The Planning Act requires City Council's decision to conform, or not conflict, with the Growth Plan. The proposal supports the Growth Plan's policies of optimizing the use of existing infrastructure and does not conflict with any of the Plan's policies.

Comments

Public Open House

The applicant held a neighbourhood meeting on June 27, 2019 at the Civic Centre. The meeting was attended by three residents, councillors from wards 4 and 5, and Planning staff. The applicant presented concept drawings and a site plan. The residents in attendance generally supported the proposed development.

Concerns were raised regarding drainage and fencing on the property abutting the east. These issues will be addressed at the site plan control stage.

Public Comments

At the time of writing this report, Planning staff received two comments from the public regarding this application. The first comment came from an abutting property owner who supported the application. The second expressed concern regarding the proposal being within a wellhead protection area. The Source Protection Risk Management Official's response was that given that the proposal is serviced by the municipality's water and sanitary sewer systems, it does not pose a "Significant Threat Activity" as per the Provincially approved Sault Ste. Marie Region Source Protection Plan.

Circulated Agencies

The following Departments/Agencies commented on this application as part of the consultation process:

- No Comment/Objection: Legal, Community Development & Enterprise Services, Economic Development Corporation, Fire Services, PUC, Municipal Heritage Committee, Accessibility Advisory Committee, Ministry of Municipal Affairs & Housing, Ontario Power Generation Inc.
- See the attached comments from Engineering, Building, the Sault Ste. Marie Region Conservation Authority, and the Committee of Adjustment.

Engineering Services states that no storm laterals extend to the property and that the adequacy of sanitary servicing should be verified by the applicant to ensure sufficient capacity for the proposed development. These items as well as the provision of stormwater management will be reviewed as part of the site plan control process.

The Building Division notes that a swing calculation will be required if any proposed construction takes place within 6 metres from above grade power lines.

The Sault Ste. Marie Region Conservation Authority notes that the change in zoning would not have a significant impact on the source water protection vulnerable area.

The Secretary-Treasurer of the Committee of Adjustment has advised that the two parcels that form the subject property are not merged and remain two separate parcels. As a

condition of approval, staff recommend, as part of the site plan control process, that the applicant provide a copy of a consolidated transfer and a current PIN for the subject properties.

FINANCIAL IMPLICATIONS

The recommendations in this report have no direct impact on municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report are not directly linked to any of the Corporate Strategic Plan's goals or priorities.

SUMMARY

The Applicant is seeking to rezone the subject properties to permit the construction of six single-storey townhouse units.

The proposal is supported by the Official Plan and consistent with Provincial policies, and meets all the requirements within the R3 zoning by-law without any variances. The lot size is also appropriate for the proposed development.

At the time of preparing this report, no objections from residents were received, other than the concern raised regarding source water protection. The proposal is compatible and able to be integrated within the diverse character of the neighbourhood.

Planning staff recommend that the proposal be divided into two separate structures to increase private amenity space. Other details can be addressed at the site plan control stage.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated 2019 08 12 concerning Rezoning Application A-11-19-Z be received, and that City Council approve the application and rezone the subject properties from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), subject to the condition that the development consist of a maximum of six units in two three-unit buildings.

Respectfully submitted,

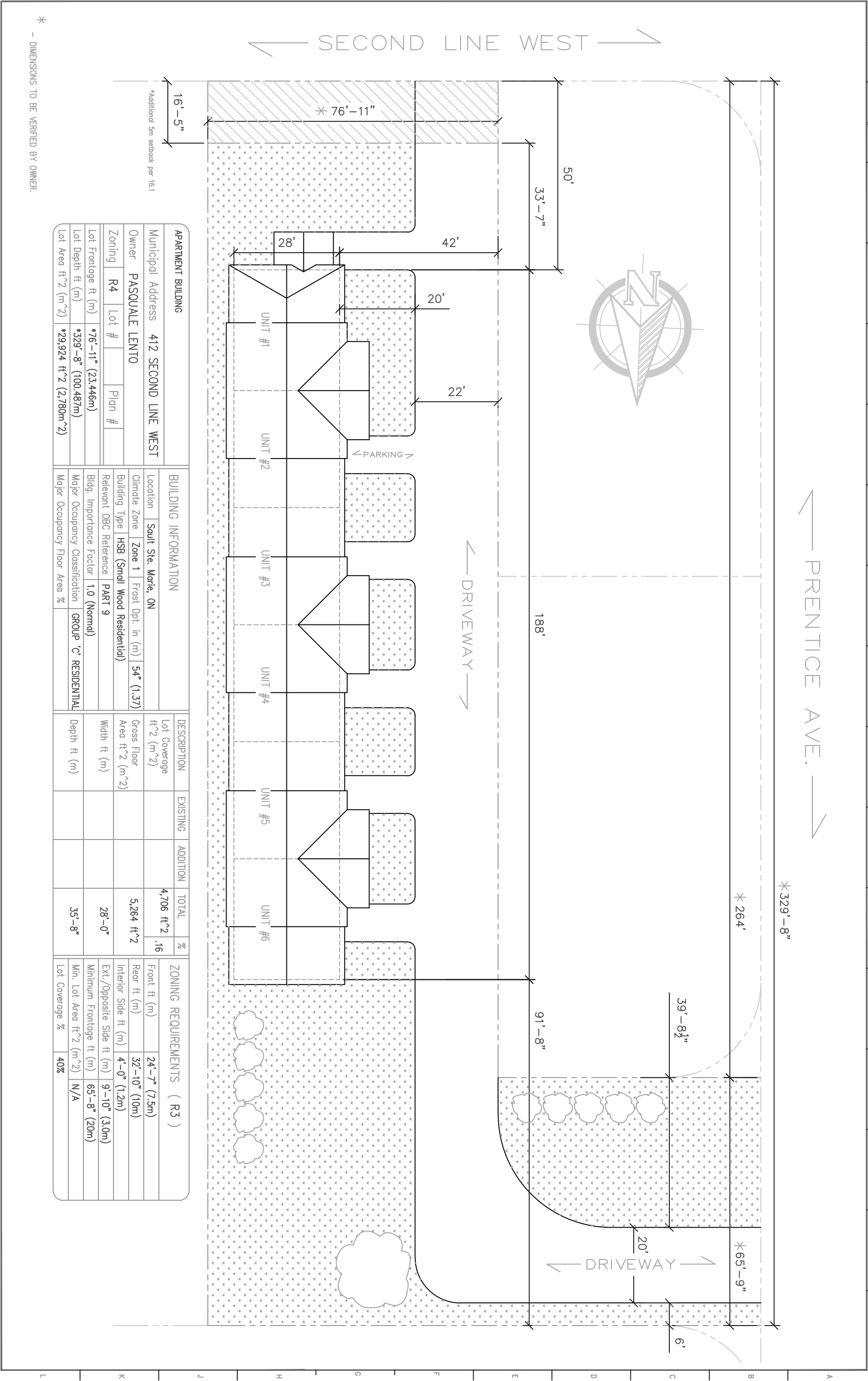


Jonathan Kircal

Planner

705.759.6227

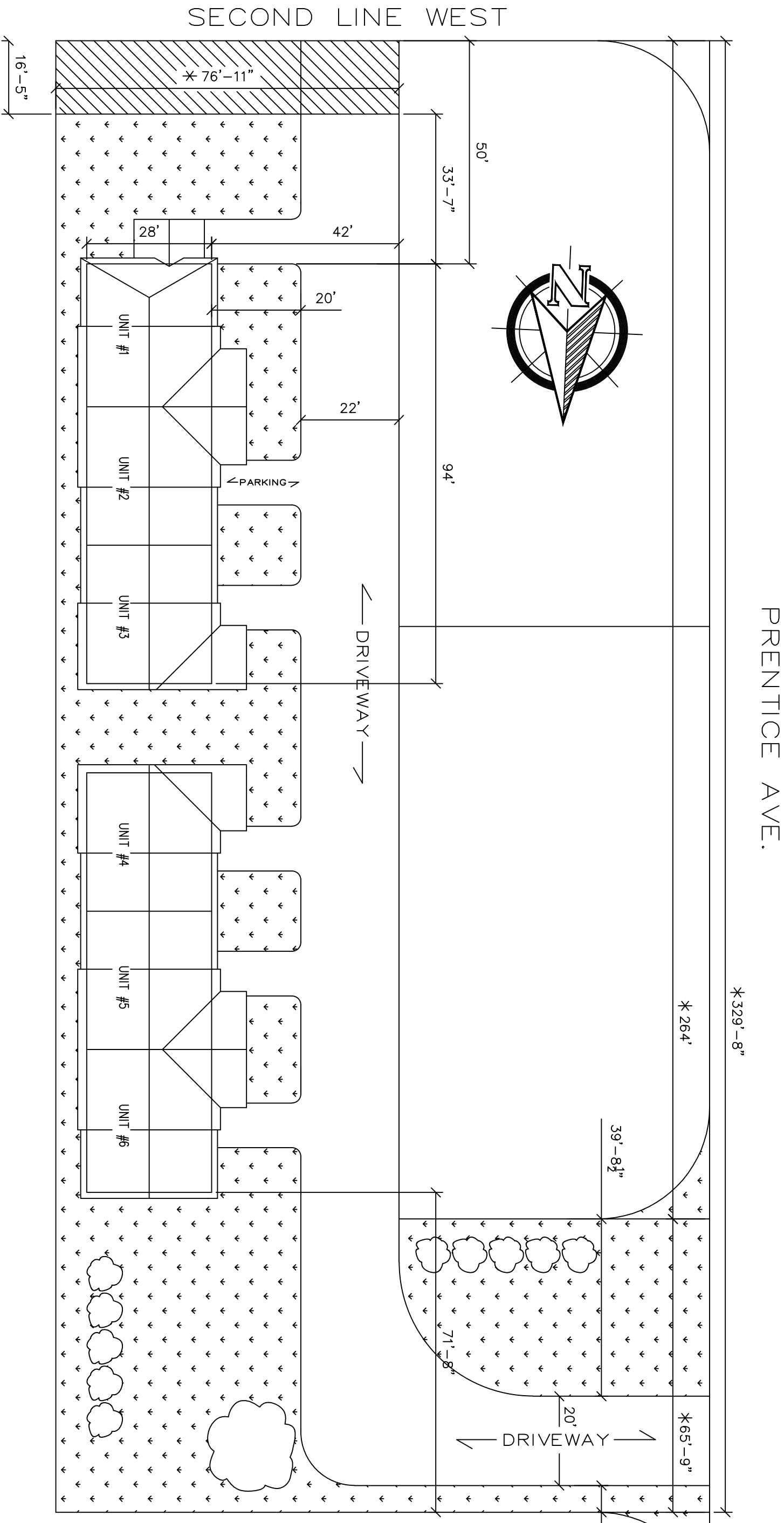
j.kircal@cityssm.on.ca

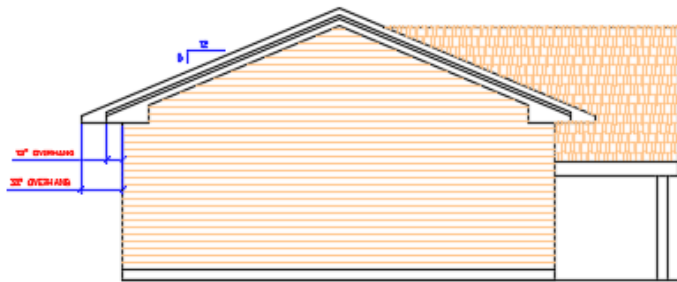


* DIMENSIONS TO BE VERIFIED BY OWNER.

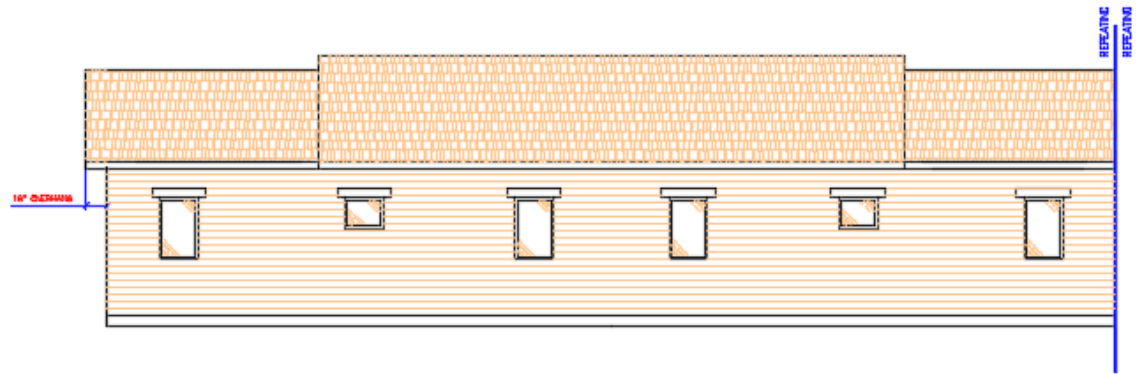
APARTMENT BUILDING				BUILDING INFORMATION				DESCRIPTION				ZONING REQUIREMENTS (R3)			
Municipal Address	412 SECOND LINE WEST			Location	Sault Ste. Marie, ON			Lot Coverage	ft ² (m ²)	EXISTING	ADDITION	TOTAL	%	Front ft (m)	24'-7" (7.5m)
Owner	PASQUALE LENTO			Climate Zone	Zone 1	Frost Dpt. in (m)	54" (1.37)	Gross Floor Area	ft ² (m ²)			5,264 ft ²	.16	Rear ft (m)	32'-10" (10m)
Zoning	R4	Lot #	Plan #	Building Type	HSB (Small Wood Residential)			Area	ft ² (m ²)			28'-0"		Interior Side ft (m)	4'-0" (1.2m)
Lot Frontage	ft (m)	*76'-11" (23.446m)			Relevant OBC Reference	PART 9			Width	ft (m)				Ext./Opposite Side ft (m)	9'-10" (3.0m)
Lot Depth	ft (m)	*329'-8" (100.487m)			Bldg. Importance Factor	1.0 (Normal)			Depth	ft (m)				Minimum Frontage ft (m)	65'-8" (20m)
Lot Area	ft ² (m ²)	*29,924 ft ² (2,780m ²)			Major Occupancy Classification	GROUP 'C' RESIDENTIAL								Mfn. Lot Area	ft ² (m ²) N/A
					Major Occupancy Floor Area %									Lot Coverage %	40%

Planning Staff Recommendation
(Conceptual)

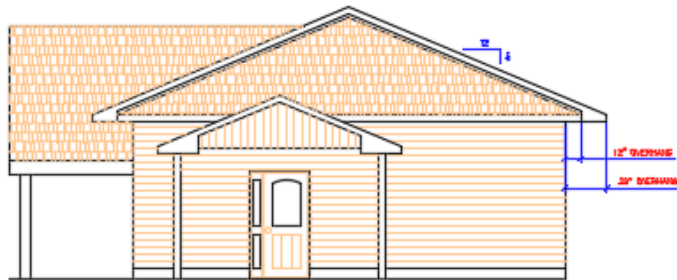




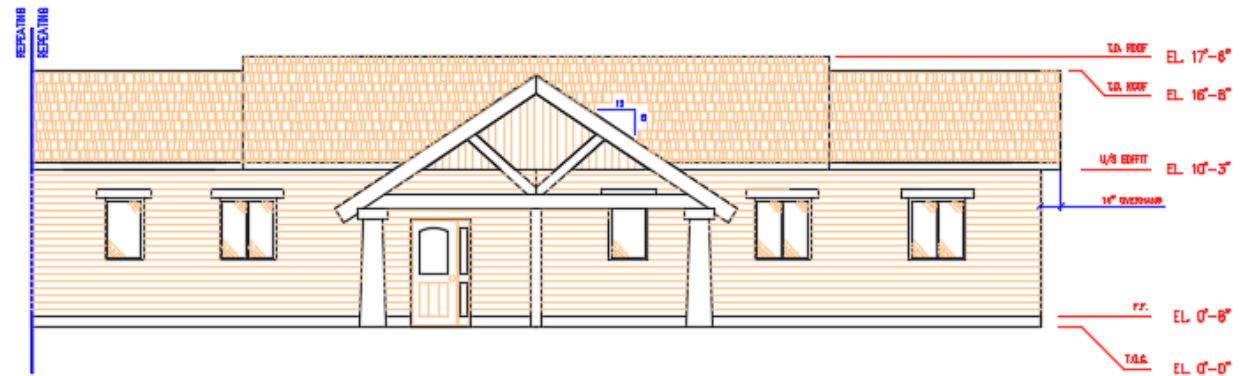
SOUTH (SIDE) ELEVATION VIEW



EAST (REAR) ELEVATION VIEW

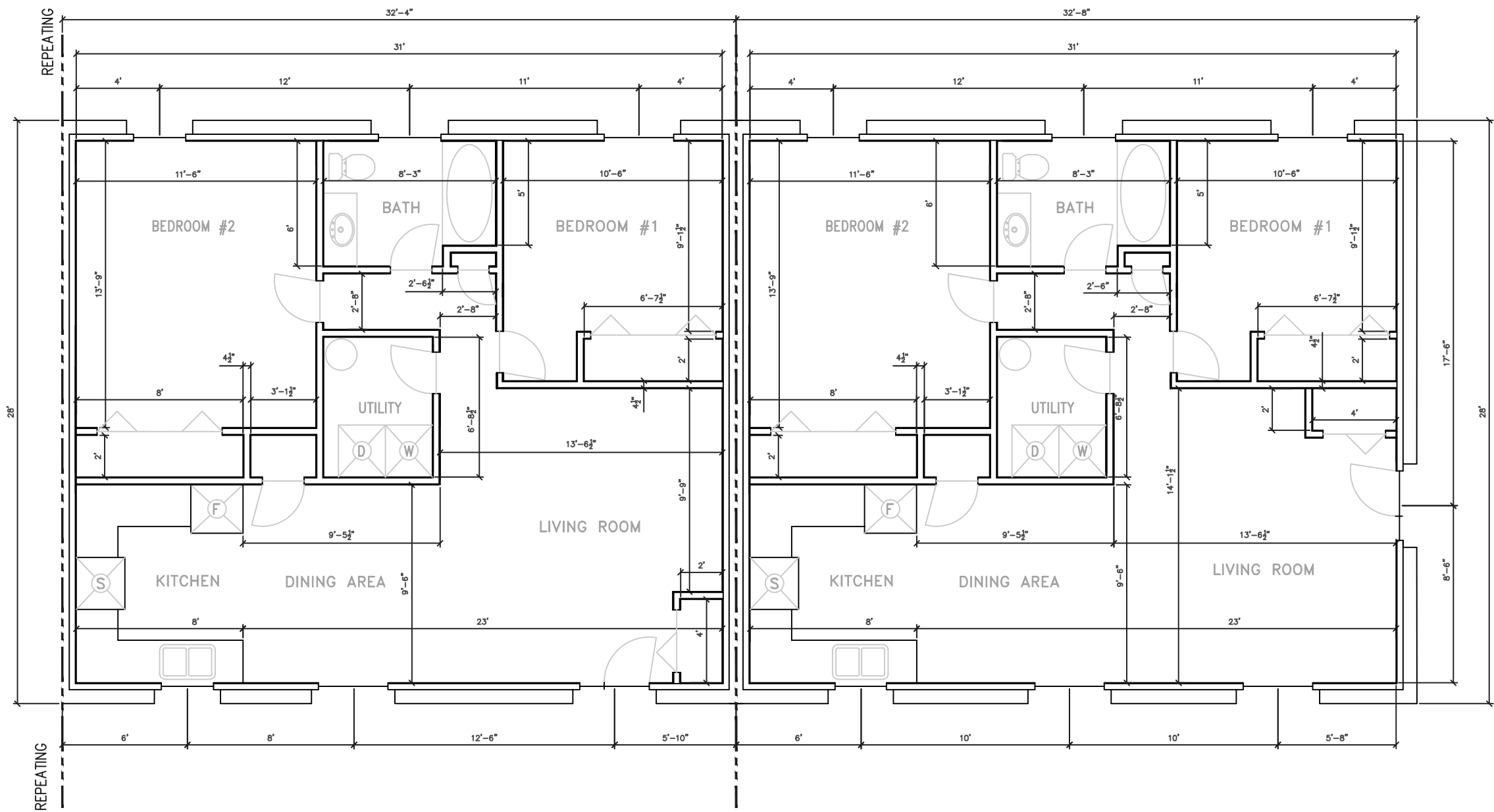


NORTH (SIDE) ELEVATION VIEW



WEST (FRONT) ELEVATION VIEW

- CONFIRM LIMITATIONS OF ALL EXTERIOR FINISHES WITH OWNER PRIOR TO CONSTRUCTION
- PROVIDE FLASHING AT ALL ROOF VALLEYS AND AT ALL ROOF AND EXTERIOR WALL INTERSECTIONS
- PROVIDE EXTERIOR LIGHTS AT ALL BUILDING ENTRY POINTS
- PLEASE REFER TO THE GENERAL NOTES PAGE FOR OTHER APPLICABLE INFORMATION



MAIN FLOOR PLAN

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



**Public Works &
Engineering Services**

2019 06 18

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-11-19-Z
412 Second Line West
Pasquale Lento

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

- Our records indicate an existing 100mm diameter sanitary lateral to this property, but no storm lateral.
- The Developer's Consultant should verify the adequacy of the sanitary servicing lateral to ensure capacity for this development.
- Stormwater Management quantity and quality controls may be required.
- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design; and
- It is recommended that the property be subject to Site Plan Control to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read 'M. McAuley'.

M. McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

APPLICATION NO. A-11-19-Z

BUILDING DIVISION COMMENTS

ADDRESS: 412 SECOND LINE WEST

SUBJECT: 6 UNIT SINGLE STOREY MULTIPLE ATTACHED

Date: 2019-06-03

To: PLANNING DEPARTMENT: Don McConnell

From: BUILDING DIVISION: Frank Bumbaco

BUILDING DIVISION COMMENT:

Data

- Existing Zone = R2 – Single Detached Residential Zone
- Site is not regulated by Development Control.
- Site is not regulated by the Sault Ste. Marie Region Conservation Authority

Setback Review

The following setback review is for the proposed Multiple Attached Townhouse Units

R3 Building Requirements

- Frontage – Minimum required 20 meters.
- Front Yard – Minimum required setback is 7.5 meters.
- Interior Side Yard – Minimum required setback is 1.2 meters for single storey.
- The Other Interior Side Yard – Minimum required setback is 3 meters.
- Rear Yard – minimum required setback is 10 meters.
- Maximum Building Height – 2 Storey
- Maximum Lot Coverage – 40%

Parking

- Multiple Attached Dwelling - 1 space per dwelling unit required, 6% of total required parking spaces shall be barrier free.

Comment

- The Building Division has no objections with the proposed rezoning, however would like to comment that a swing calculation will be required to determine compliance with the clearances required under 9.1.1.5. & 3.1.19. of the Ontario Building Code for proximity to existing above ground electrical conductors if any proposed construction takes place within 6 meters horizontally from the above grade power lines.5303
-

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Dear Mr. Boudreau,

Thank you very much for your email, and your phone call.

I appreciate your position on the below mentioned Zoning Application, but I must inform you that the subject properties (236 Prentice Avenue and 412 Second Line West) are not within an area under the jurisdiction of the Sault Ste. Marie Region Conservation Authority (with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses). It is the SSMRCA's position that we have no objection to the application based on this.

While you are correct that the properties are located within vulnerable areas (412 Second Line West is within Wellhead Protection Area A and B, and 236 Prentice Avenue is within Wellhead Protection Area B), the proposed development is residential in nature and as such will be regulated by Zoning By-Laws, the Official Plan (OP) and the Ontario Building Code. Comments on behalf of the Source Protection Plan (SPP) with regards to those projects regulated by Zoning By-Laws, the OP and the Committee of Adjustment come from the office of the Risk Management Official. This change in zoning itself would not have a significant impact on the vulnerable area in question.

Please feel free to refer to our website for more information on [O. Reg. 176/06](#), and the [SPP](#).

I am happy to answer any additional questions or concerns that you may have.

I wish you the best of luck, and thank you again for contacting us (as well as the congrats, it is very appreciated!).

Sincerely,
Corrina

CC: Peter Tonazzo, Risk Management Official



Corrina Barrett
General Manager/Secretary-Treasurer
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie, ON P6A 6J8
Tel: (705) 946-8530 Ext: 1005
Email: cbarrett@ssmrca.ca



From: jordache Boudreau <jordache.boudreau@gmail.com>
Sent: Tuesday, June 25, 2019 1:41 PM



**Michelle Kelly, ACST
Secretary-Treasurer**

July 2, 2019

MR. STEVE TURCO
SENIOR PLANNER
CITY OF SAULT STE. MARIE

Attention Steve:

Re: Notice of Application & Public Meeting A-11-19-Z
412 Second Line West & 236 Prentice Avenue

The illustration provided on the notice indicates that 412 Second Line West & 236 Prentice Avenue are one contiguous property.

It is my understanding that when the City conveyed 236 Prentice Avenue, title was taken in the name of Pasquale Lento under instrument number AL195079. With regard to 412 Second Line West, our records indicate that title is in the name of Pasquale & Concetta Lento. If this remains the case, then the properties are not merged & remain two separate parcels.

I recommend that as a condition of rezoning, that the applicants provide you with a copy of a consolidated transfer & a current PIN for the subject property(s).

Respectfully,

A handwritten signature in blue ink that reads "Michelle".

Michelle Kelly, ACST
Secretary-Treasurer

Jonathan Kircal

From: Steve Turco
Sent: Thursday, June 27, 2019 8:57 AM
To: Jonathan Kircal
Subject: FW: 236 Prentice

Please print and make note for the file

From: Ozzie Grandinetti [mailto:ograndinetti72@gmail.com]
Sent: Thursday, June 27, 2019 8:26 AM
To: Steve Turco <s.turco@cityssm.on.ca>
Subject: 236 Prentice

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Steve

I am writing you this email to acknowledge my support for Mr. Lento in the development of the six unit townhouses. I am one of the owners of the abutting property and think the development will be good for the area.

Ozzie

To: Corrina Barrett <cbarrett@ssmrca.ca>

Cc: m.bruni@cityssm.on.ca; d.hilsinger@cityssm.on.ca; r.niro@cityssm.on.ca; c.gardi@cityssm.on.ca; epalumbo@princetwp.ca

Subject: Wellhead Protection Zone Development

Dear Ms. Barrett,

I am writing to you in response of a recent notification from the City of Sault Ste. Marie (Zoning application A-11-19-Z, Pasquale Lento; see attachments) that a developer wishes to rezone the property (from R2 to R3) and place six, single story townhouse units within property classified as [Well Head Protection Area Zoned A, located at 412 Second Line West](#). This property is within the 100 m buffer. Additionally, the piece of property in question is adjacent to a larger approx. 7 acre property (undeveloped yet classified as brown-zone and R4 density housing) also within the well head protection area zoned B - 2 year of travel.

I am asking that a letter be submitted to City Council on behalf of the SSMRCA and the Source Protection Authority and Committee in opposition to the proposed rezoning and development on the grounds of watershed protection and *Clean Water Act*, 2006.

If possible, I am also requesting a phone meeting or in-person meeting with you before the City Council meeting July 15th to discuss a long-term conservation proposal for the whole 7.5+ acres property system interior to the city block bounded by Second Line West, Korah Rd, Sussex Rd, and Prentice Avenue.

As an act of transparency for my request, I have also CC'd the executive board of the SSMRCA.

Thank you for your time and congratulations on your new position!

Sincerely,
Jordache Boudreau



Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-11-19-Z 412 Second Line West (Lento)\Maps\inclusive of 236 Prentice\A-11-19-Z_AerialMap_June2019_8x11_V1.mxd

Application Map Series
☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☒ Aerial Image
☐ Official Plan Amendment

Legal Department Reference



**City of
Sault Ste. Marie**

Planning and Enterprise Services
 Community Development and Enterprise
 Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
 Orthophoto: 2016 20cm Colour
 Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983


 0 5 10 20 Meters
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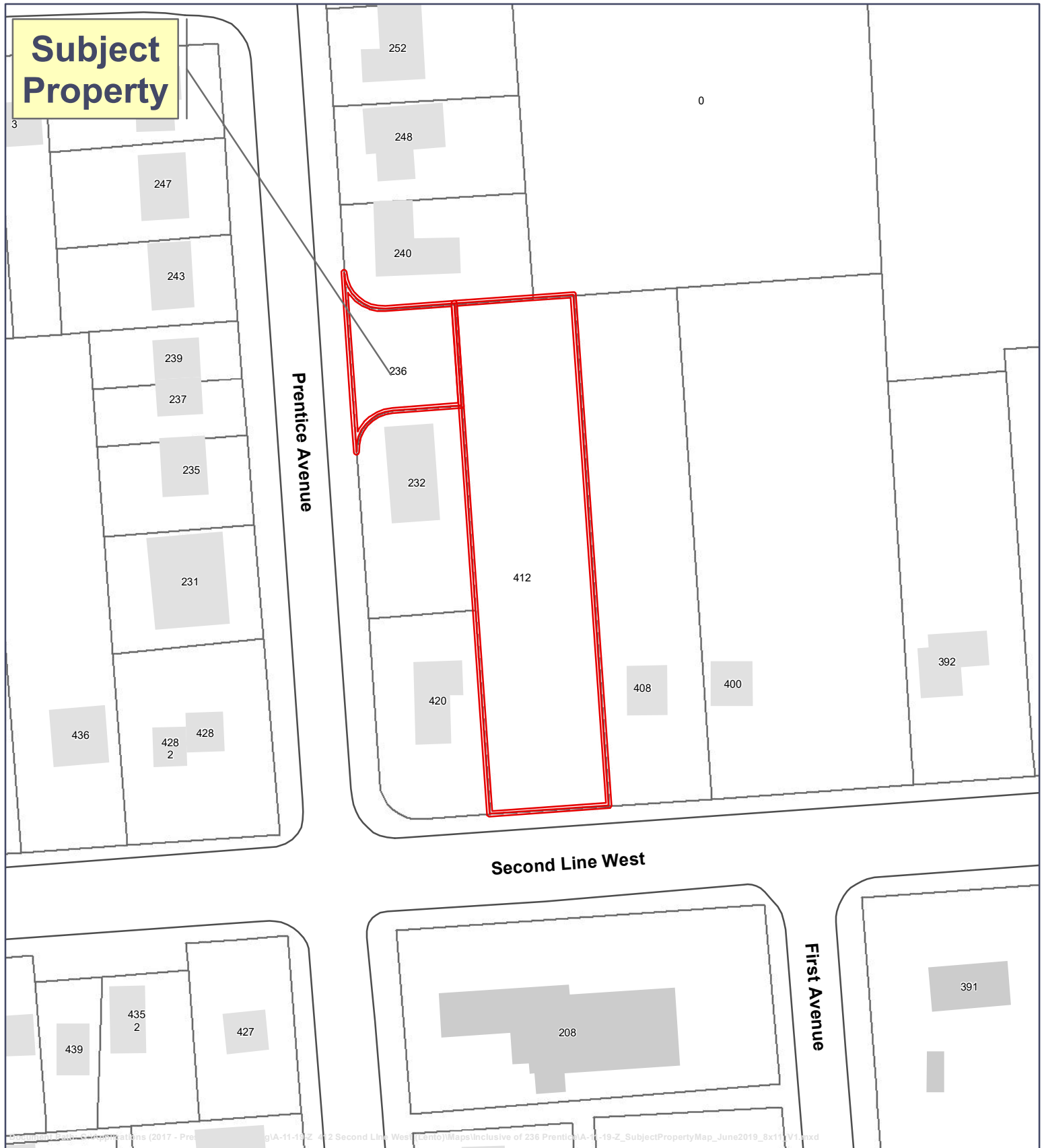
Property Information
 Civic Address: 412 Second Line West
 236 Prentice Avenue
 Roll No.: 060011090000000
 060011091010000
 Map No.: 80
 Application No.: A-11-19-Z
 Date Created: June 11, 2019





Legend

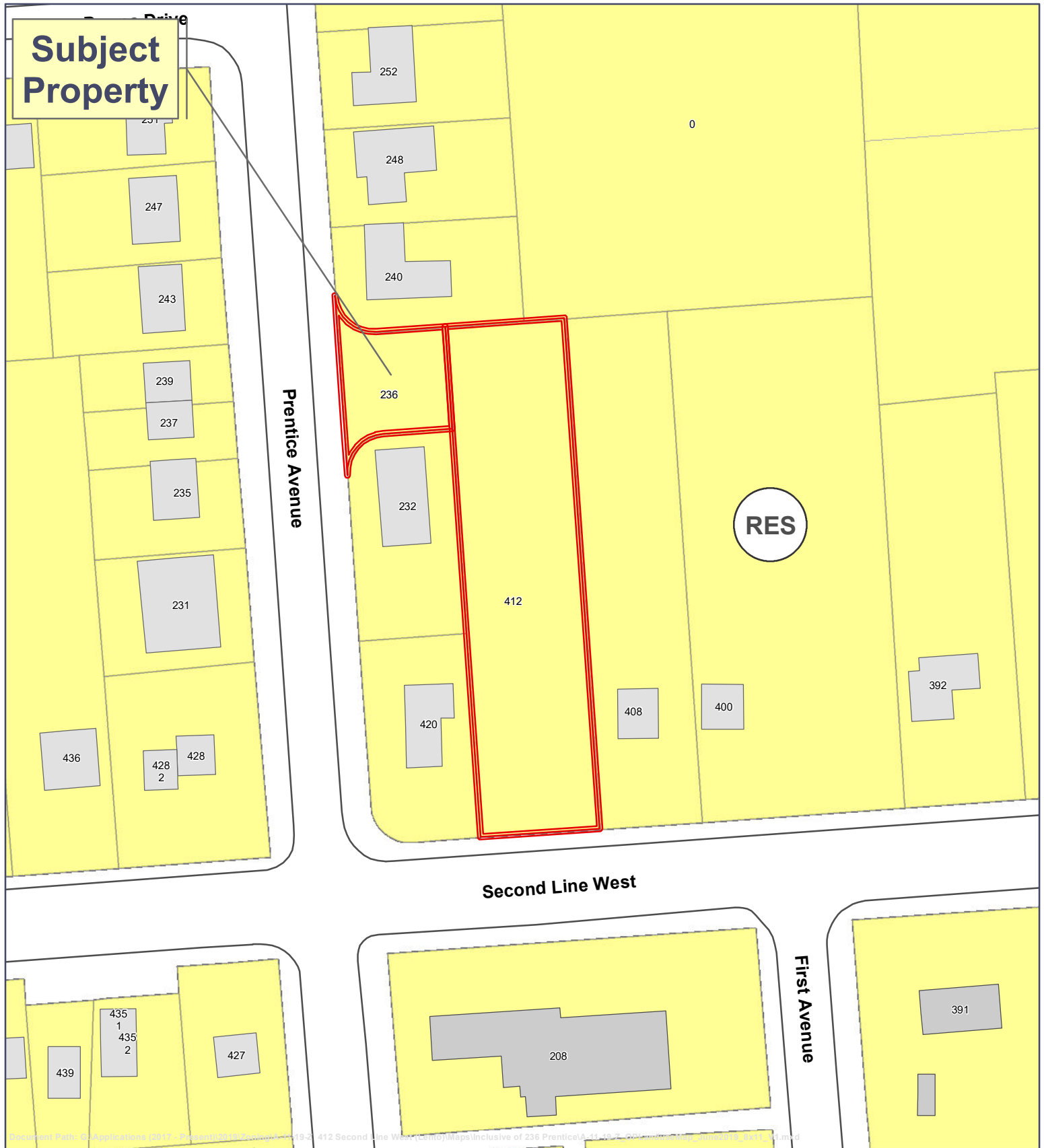

Subject Properties


Parcel Fabric

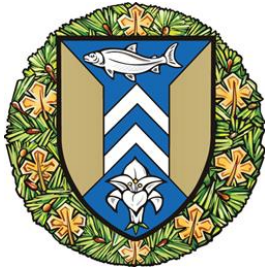
Page 152 of 261



<p>Application Map Series</p> <p><input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse</p> <p><input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image</p> <p><input type="checkbox"/> Official Plan Amendment</p>		<p> City of Sault Ste. Marie</p> <p>Planning and Enterprise Services</p> <p>Community Development and Enterprise Services Department</p> <p>99 Foster Drive, Sault Ste Marie, ON P6A 5X6</p> <p>saultstemarie.ca 705-759-5368 planning@cityssm.on.ca</p> <p><i>This map is for general reference only</i></p> <p>Orthophoto: None</p> <p>Projection Details:</p> <p>NAD 1983 UTM Zone 16N</p> <p>GCS North American 1983</p> <p>0 5 10 20 Meters</p> <p>1:1,000</p> <p></p>
<p>Property Information</p> <p>Civic Address: 412 Second Line West</p> <p>236 Prentice Avenue</p> <p>Roll No.: 06001109000000</p> <p>060011091010000</p> <p>Map No.: 80</p> <p>Application No.: A-11-19-Z</p> <p>Date Created: June 11, 2019</p>	<p>Legend</p> <p> Subject Properties</p> <p> Parcel Fabric</p> <p>Page 153 of 261</p>	



<p>Application Map Series</p> <p><input type="checkbox"/> Subject Property <input checked="" type="checkbox"/> Official Plan Land Use</p> <p><input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image</p> <p><input type="checkbox"/> Official Plan Amendment</p> <hr/> <p>Property Information</p> <p>Civic Address: 412 Second Line West 236 Prentice Avenue</p> <p>Roll No.: 06001109000000 060011091010000</p> <p>Map No.: 80 Application No.: A-11-19-Z Date Created: June 11, 2019</p>	<p>Legend</p> <ul style="list-style-type: none"> Subject Properties Residential Commercial Institutional Parks Recreation Industrial Rural Area Airport Lands Parcel File 	<p> City of Sault Ste. Marie</p> <p>Planning and Enterprise Services</p> <p>Community Development and Enterprise Services Department</p> <p>99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca</p> <p><i>This map is for general reference only</i></p> <p>Orthophoto: None</p> <p>Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</p> <p>0 5 10 20 Meters 1:1,000</p> <p></p>
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

August 12, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jonathan Kircal, Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-13-19-Z - 71 Old Garden River Road

PURPOSE

The applicant wishes to rezone the subject property to permit the relocation of Northshore Sports and Auto Inc., which sells and services ATVs, snowmobiles, boats, and other power sports equipment and related merchandise.

PROPOSED CHANGE

The applicant, Ryan Rocchetta, is seeking Council's approval to rezone the subject property from Light Industrial Zone (M1) to Light Industrial Zone (M1.S) with a special exception to permit Motor Vehicle Sales and Parts Dealers as an additional permitted use.

SUBJECT PROPERTY

- Location – 71 Old Garden River Road.
- Lot Dimension - irregular shaped lot with approximately 117 metres of frontage along Old Garden River Road and a depth of 142 metres. Lot size is 4.21 acres.
- Present Use – vacant.
- Owner – Sault Ste. Marie Economic Development Corporation (EDC).
- An existing site plan control agreement is in effect.

BACKGROUND

In previous years, multiple rezoning applications were submitted for the subject property. The last submission was made in 2001 to re-designate the property from Industrial to Commercial, and to amend the zoning by-law to General Business with a Special Exception (B.3-S) to permit the operation of an e-commerce firm on the property.

In 2005, as part of the new comprehensive zoning by-law project, the property was zoned Light Industrial (M1).

ANALYSIS

Neighbourhood Character

The surrounding neighbourhood is characterized by a mix of industrial, residential and commercial uses. The area to the north of the subject property is occupied by the Sault Star. The south side is developed with residential apartments, single detached homes and a consolidated fire-ambulance station. To the east is a vacant property owned by the City. To the west, across Old Garden River Road, is the Water Tower Inn.

The Official Plan

The subject property is designated “Commercial” on Land Use Schedule “C” of the Official Plan, which permits retail businesses, among other uses. To prevent oversupply of retail space, new commercial space on lands not properly zoned is discouraged until an acceptable balance between commercial supply and demand is achieved. Recent planning studies by Dillon Consulting (Land Needs Analysis, 2018) identified a future need for additional commercial space.

Northshore Sports and Auto Inc., a retailer and service centre of recreational vehicles and merchandise, is considered a “Motor Vehicles Sales and Parts Dealer” in the zoning by-law. This application’s proposed retail use is compatible with the intent and purpose of the Official Plan and its Commercial land use policies.

Zoning

The subject property is zoned Light Industrial Zone (M1), which does not accommodate Motor Vehicle Sales and Parts Dealers as a permitted use. Amending the Light Industrial Zone to permit this use will maintain consistency with the Official Plan.

Parking

The existing building’s footprint is 2,800 square metres. Parking regulations require 44 parking spaces, three of which must be barrier-free. The proposal exceeds these regulations.

Storage, Loading, Overhead Garage Doors and Display

The rear yard, which includes surface parking and landscaping, is proposed to be removed and replaced with an outdoor storage area, loading space, and four overhead garage doors installed on the rear face of the building. Outdoor storage, which will mostly be in the form of crates of approximately 10L x 4W x 4H feet, will run parallel and adjacent to the rear property line minus the easement, and sufficiently screened by vegetation and a fence. Loading space is to the rear and near the north east corner of the building.

The property is subject to an existing site plan agreement, which will need to be amended prior to commencing any alterations to the property. During the site plan control stage,

Planning staff will recommend no more than three overhead garage doors, which must be no closer than 40 metres from the south lot line.

To maintain the aesthetic of the streetscape, garbage receptacles will be recommended to be located further back from the street. The location of display vehicles will also be addressed to ensure streetscape aesthetics and safety.

Landscaping and Buffering of Noise and Visual Impacts

The required front yard is entirely landscaped, with the exception of two driveways. The 75% minimum landscaping requirement is met.

The property is buffered from residential uses to the south by a 1.8 metre high solid fence, and by a 3 metre wide strip of thick vegetation along the south property line. The buffering requirements of the zoning by-law are complied with. Comments received during July 25's neighbourhood meeting noted a visual gap in tree vegetation adjacent to 81 Sharon Crescent. To address this gap, Planning staff will recommend that the applicant enhance this buffer by planting coniferous trees alongside this common lot line.

Noise and visual impacts were also raised during the neighbourhood meeting. The anticipated delivery frequency, vehicle circulation, existing fence and vegetation, and recommended coniferous trees will mitigate noise and visual impacts associated with the proposed use of the subject property. The large size of the lot and the two connected driveways on opposing ends of the subject property will enable delivery vehicles to enter and exit the property in a single direction of travel, avoiding the need to reverse and create noise from a back-up beeper. The applicant has also mentioned an expected delivery frequency of no more than two per month.

Traffic Considerations

The subject property is accessed by Old Garden River Road, a street that is classified as an "urban collector" in the Transportation Master Plan and capable of accommodating the proposed use. As previously stated, delivery frequencies would likely not exceed two per month. Planning staff would also like to mention that the property was formerly used as a call centre, which had long operating hours and employed a large number of people. No traffic impacts beyond a reasonable level are anticipated from this proposal.

Access to Rear Property

An easement measuring approximately 170L x 25W metres exists along the south property line, providing the City and PUC access to 69 Old Garden River Road from the street. This access must not be hindered; therefore, activities such as storing snow or merchandise must not occur on this easement.

It is also worth noting that a second City easement connecting 69 Old Garden River Road to Second Line East also exists.

Provincial Policy Statement (PPS)

The PPS provides policy direction on matters of provincial interest related to land use planning. The Planning Act requires City Council's decision to be consistent with the PPS. Accommodating a broader range of uses, such as commercial, in an already existing building within a serviced area of the city, further reinforces the following PPS policies:

1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns:

- e) *Promoting cost-effective development patterns and standards to minimize land consumption and servicing costs.*

1.3 Employment:

- a) *Providing for an appropriate mix and range of employment and institutional uses to meet long-term needs.*

Growth Plan for Northern Ontario (GPNO)

The GPNO provides a framework for managing growth in Northern Ontario. The Planning Act requires City Council's decision to conform, or not conflict, with the Growth Plan. The proposal supports the Growth Plan's policies of optimizing the use of existing infrastructure and does not conflict with any of the Plan's policies.

Comments

Public Open House

The applicant held a neighbourhood meeting on July 25, 2019 at 71 Old Garden River Road. The applicant was given mailing labels of all property owners within 120 metres of the subject property. The meeting was attended by the applicant, Planning staff and one neighbour from 81 Sharon Crescent. The neighbour raised concerns regarding potential noise and visual impacts due to deliveries, outdoor movement and storage of merchandise. This is discussed in the Landscaping and Buffering section of the report. The applicant agreed to enhance the existing buffer adjacent to 81 Sharon Crescent, by planting additional coniferous trees. The existing vegetation and fence along the common lot line provides an appropriate buffer, however it is noted there is less foliage adjacent to 81 Sharon Crescent.

The neighbour was also concerned with wind-blown debris from the remains of a melted snow bank. Planning staff will work with the applicant to identify an appropriate area for snow storage.

Public Comments

At the time of writing this report, planning staff received no comments from the public regarding this application in addition to the ones received during the open house.

Circulated Agencies

The following Departments/Agencies commented on this application as part of the consultation process:

- No Comment/Objection: Legal, Community Development & Enterprise Services, Fire Services, PUC, Municipal Heritage Committee, Accessibility Advisory Committee, Public Works, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs & Housing, Ontario Power Generation Inc., Building Division.
- See the attached comments from Engineering.

Engineering Services states that a municipal easement is required for the sanitary sewer along the south property line. If 69 Old Garden River Road is developed, this sanitary sewer would have to be extended.

The subject property also has a storm sewer that crosses 69 Old Garden River Road. An agreement or an easement is required to protect this outlet for 71 Old Garden River Road. It is Engineering's understanding that these matters regarding easements and agreements are to be addressed as part of the sale of the property.

Engineering would also like to remind the applicant that the ditch system that crosses the southern and northern boundary of the property is protected by the current site plan agreement. Any changes to the site plan, such as increasing impervious area, may require a site plan amendment.

FINANCIAL IMPLICATIONS

The recommendations in this report have no direct impact on municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report are not directly linked to any of the Corporate Strategic Plan's goals or priorities.

SUMMARY

The applicant wishes to rezone the subject property to permit the relocation of Northshore Sports and Auto Inc., which sells and services ATVs, snowmobiles, boats, and other power sports equipment and related merchandise.

The proposed use is compatible with the neighbourhood and conforms to Provincial policies, the Official Plan. While the existing buffer is sufficient, additional tree planting

will be recommended to better address noise and visual impacts from the proposed use. No objections were made by the circulated agencies.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated 2019 08 12 concerning Rezoning Application A-13-19-Z be received, and that City Council approve the application and rezone the subject property from Light Industrial Zone (M1) to Light Industrial Zone (M1.S) with a special exception to permit Motor Vehicle Sales and Parts Dealers as an additional permitted use, subject to the condition that the applicant plant coniferous trees along the portion of the south lot line adjacent to 81 Sharon Crescent.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J. Kircal".

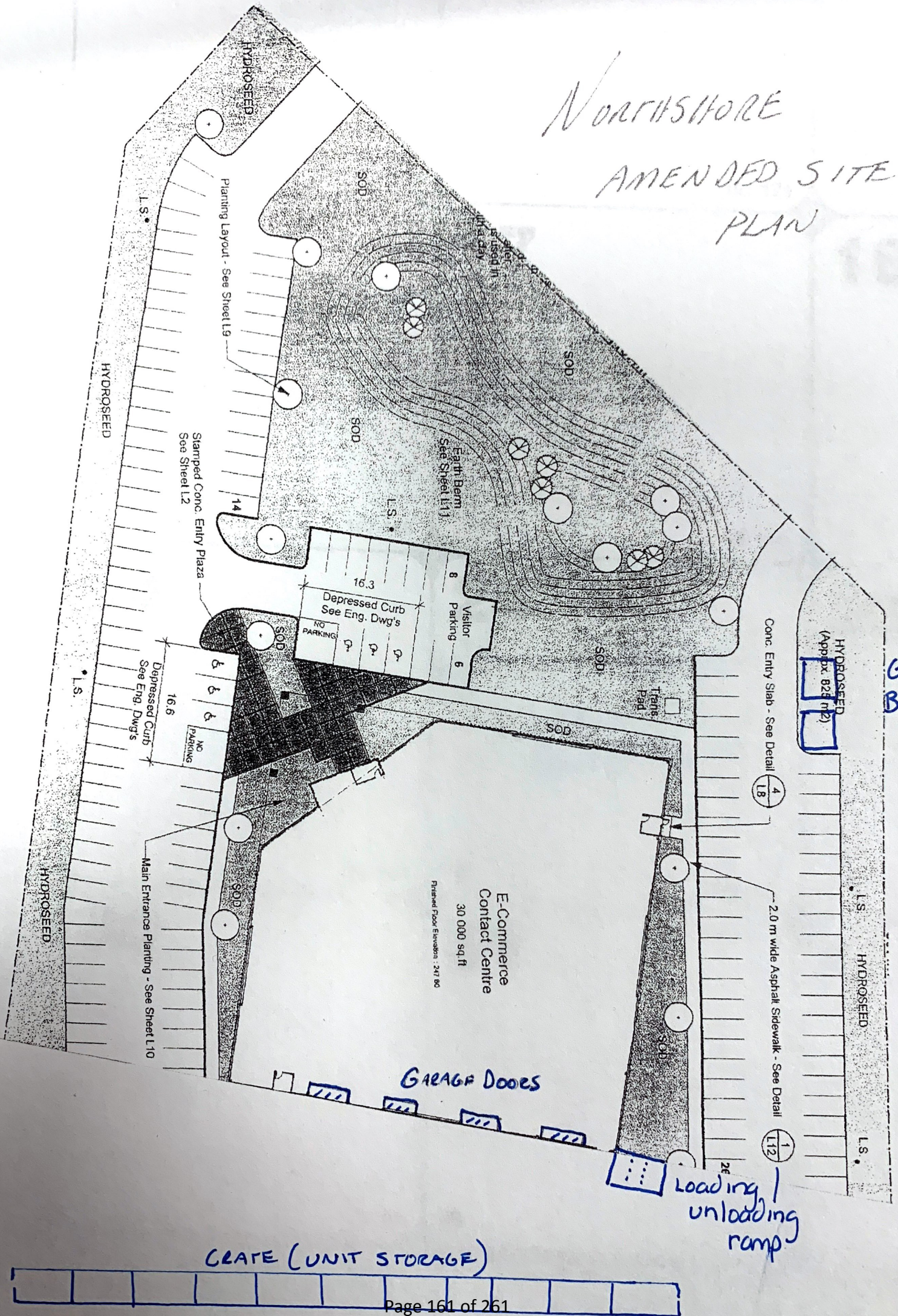
Jonathan Kircal

Planner

705.759.6227

j.kircal@cityssm.on.ca

NORTHSHORE AMENDED SITE PLAN



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



**Public Works &
Engineering Services**

2019 07 26

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-13-19-Z
71 Old Garden River Road
Northshore Sports and Auto Inc.

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

- A municipal easement is required for the sanitary sewer along the south property. If 69 Old Garden River Road is developed, this sanitary sewer would have to be extended. An access easement currently exist over the south entrance. It is my understanding that the easements will be arranged as part of the sale of the property.
- The subject property has a storm sewer that crosses 69 Old Garden River Road. An agreement or an easement is required to protect this outlet for 71 Old Garden River Road. It is my understanding that the easements will be arranged as part of the sale of the property.
- There is a ditch system that crosses on the southern and northern boundary of the property that provides outlet to the drainage from the surrounding properties. It is protected by the current site plan agreement.
- Any changes to the current site plan, such as increasing impervious area, may require a site plan amendment.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read 'M. McAuley'.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

**Subject
Property**



Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-13-19-Z_71 Old Garden River Road (Northshore Sports & Auto)\Maps\A-13-19-Z_AerialMap_July2019_8x11_V1.mxd

Application Map Series

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

Property Information

Civic Address: 71 Old Garden River Road
 Roll No.: 030080076200000
 Map No.: 71/1-76
 Application No.: A-13-19-Z
 Date Created: July 11, 2019

Legal Department Reference

Legend

- Subject Property - 71 Old Garden River Road
 Parcel Fabric

Page 163 of 261



**SAULT
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise
 Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
 Orthophoto: 2016 20cm Colour
 Projection Details:

NAD 1983 UTM Zone 16N
 GCS North American 1983

0 10 20 40 Meters
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**Subject
Property**

Second Line East

Old Garden River Road

Sharon Crescent

Document Path: G:\Applications (2019 - Present)\2019\Zoning\A-13-19-Z_71 Old Garden River Road (Northshore Sports & Auto)\Maps\A-13-19-Z_SubjectPropertyMap_2019_07_11_1600.mxd

Application Map Series



- ☒ **Subject Property** ☐ **Official Plan Landuse**
☐ **Existing Zoning** ☐ **Aerial Image**
☐ **Official Plan Amendment**

Property Information

Civic Address: 71 Old Garden River Road
Roll No.: 030080076200000
Map No.: 71/1-76
Application No.: A-13-19-Z
Date Created: July 11, 2019

Legal Department Reference Schedule "A"

Legend

-  Subject Property - 71 Old Garden River Road
 Parcel Fabric

Page 164 of 261



**SAULT
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise
 Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
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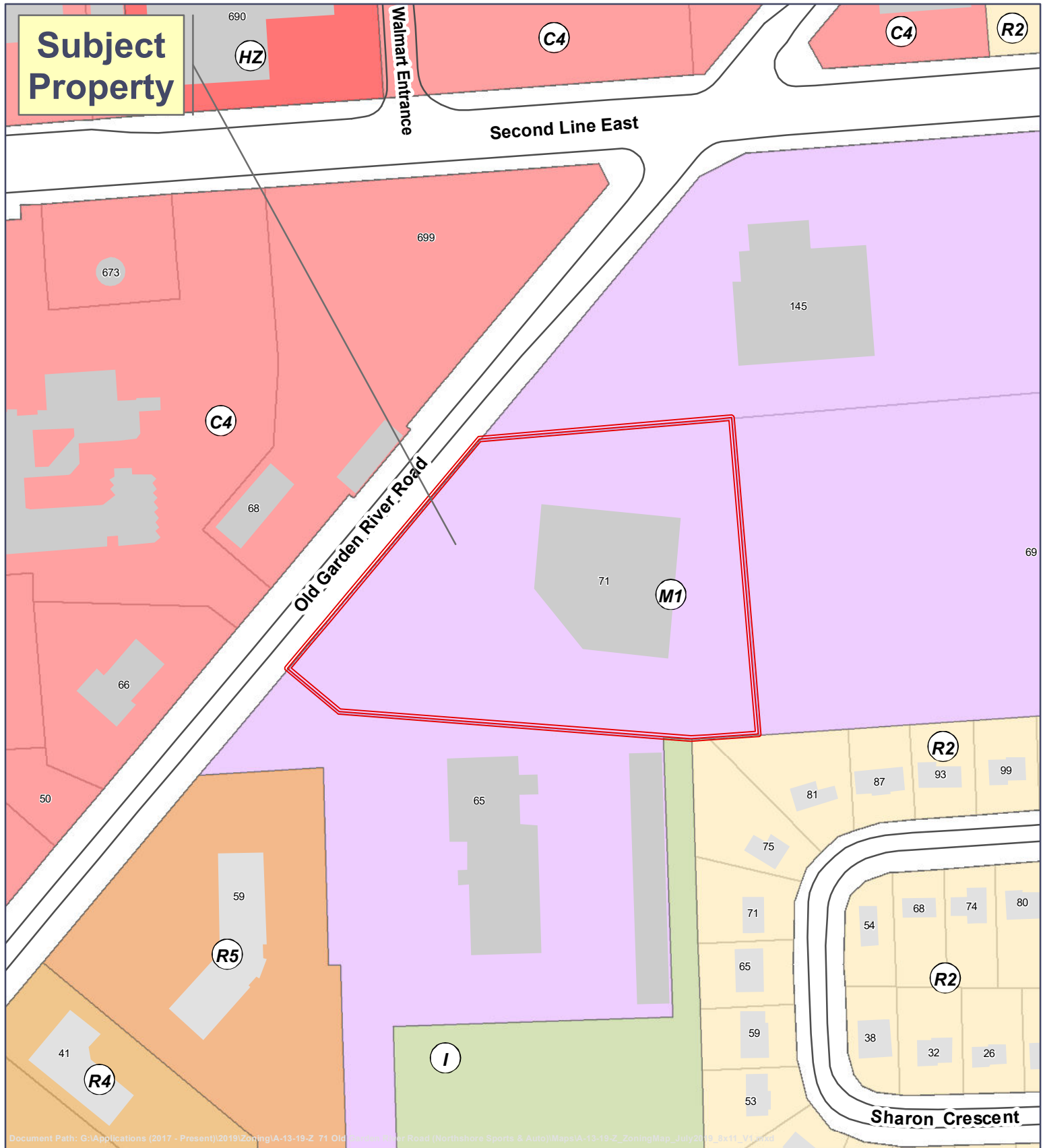
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 GCS North American 1983

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Application Map Series

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

Property Information

Civic Address: 71 Old Garden River Road
Roll No.: 030080076200000
Map No.: 71/1-76
Application No.: A-13-19-Z
Date Created: July 11, 2019

Legend

- | | |
|---|---------------------------------------|
| C1 - Traditional Commercial Zone | R3 - Low Density Residential Zone |
| C2 - Central Commercial Zone | R4 - Medium Density Residential Zone |
| CT2 - Commercial Transitional Zone | R5 - High Density Residential Zone |
| C3 - Riverfront Zone; C3hp | R6 - Mobile Home Residential Zone |
| C4 - General Commercial Zone; C4hp | I - Institutional Zone |
| C5 - Shopping Centre Zone | EM - Environmental Management Zone |
| HZ - Highway Zone | PR - Parks and Recreation Zone |
| M1 - Light Industrial Zone | RA - Rural Area Zone |
| M2 - Medium Industrial Zone; M2hp | RP - Rural Precambrian Uplands Zone |
| M3 - Heavy Industrial Zone | REX - Rural Aggregate Extraction Zone |
| R1 - Estate Residential Zone | AIR - Airport Zone |
| R2 - Single Detached Residential Zone; R2hp | CD - Named Use - Commercial Dock |

Page 165 of 261



**SAULT
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise
Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.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 10 20 40 Meters
1:2,000



71 OLD GAAEN RIVER ROAD
APPLICATION NO. A-13-19-2
APPLICANT: NORTHSHORE SPORTS AND AUTO INC.

WE ARE AGAINST THE REZONING OF THE
PROPERTY FROM LIGHT INDUSTRIAL (M1) TO LIGHT
INDUSTRIAL ZONE (M1.5) WITH A SPECIAL
EXCEPTION TO PERMIT MOTOR VEHICLE SALES
AND PARTS DEALERS AS AN ADDITIONAL PERMITTED USE.

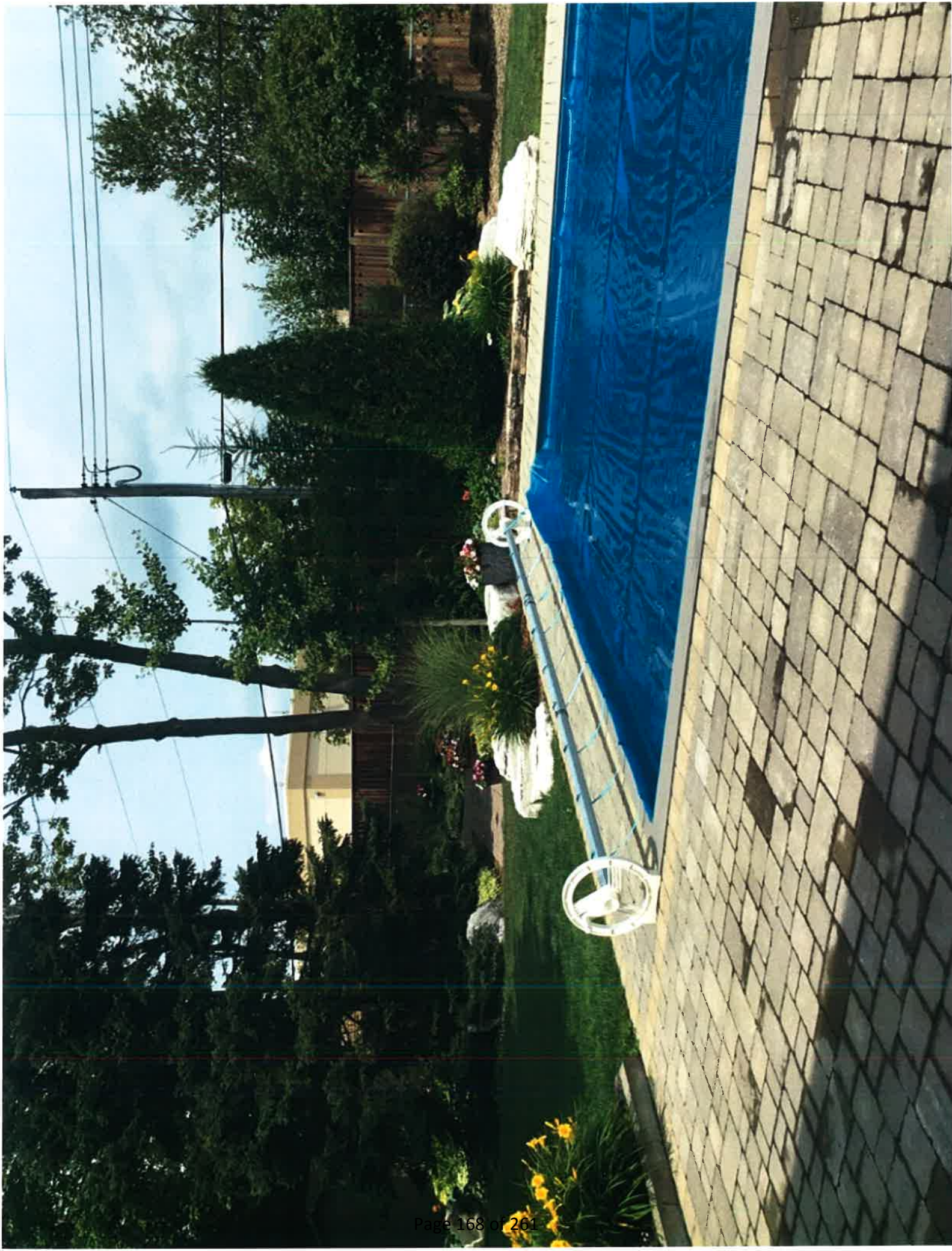
IT WOULD CHANGE THE CHARACTER OF THE
NEIGHBOURHOOD FROM A QUIET RESIDENTIAL
AREA TO CONSTANT ACTIVITY AND A
TREMENDOUS AMOUNT OF NOISE.

- ZONING BY-LAW 2001-186
2. (i) THAT A MINIMUM OF 10.7m (35') LANDSCAPED
BUFFER BE REQUIRED ADJACENT TO
RESIDENTIALLY ZONED LANDS.
(THIS WAS NEVER DONE.
- UNUSED BUILDING ON CITY PROPERTY IS
AN EYESORE AND SHOULD BE REMOVED.

WALTER + ROBERTA POZNIAK
81 SHARON CRESCENT

SHARON MARIE, ON PBB HIS







VIEW
FROM
WINDOW 1

VIEW
FROM
WINDOW

VIEW
FROM
WINDOW 3

EXPLANATORY NOTE IN RESPECT OF ZONING BY-LAW 2001-186

SUBJECT PROPERTY: 71 Old Garden River Road

The purpose of By-law 2001-186 is to:

1. change the zone designation from "Named Use" (Ministry of Transportation Ontario) to B.3.S. (General Business Zone) with a "special exception";
2. amend section 2 of By-law 4501 by adding thereto subsection 2(1139) to permit an Information Technology Centre only subject to the following special provision:
 - (i) that a minimum of 10.7m (35') landscaped buffer be required adjacent to residentially zoned lands.

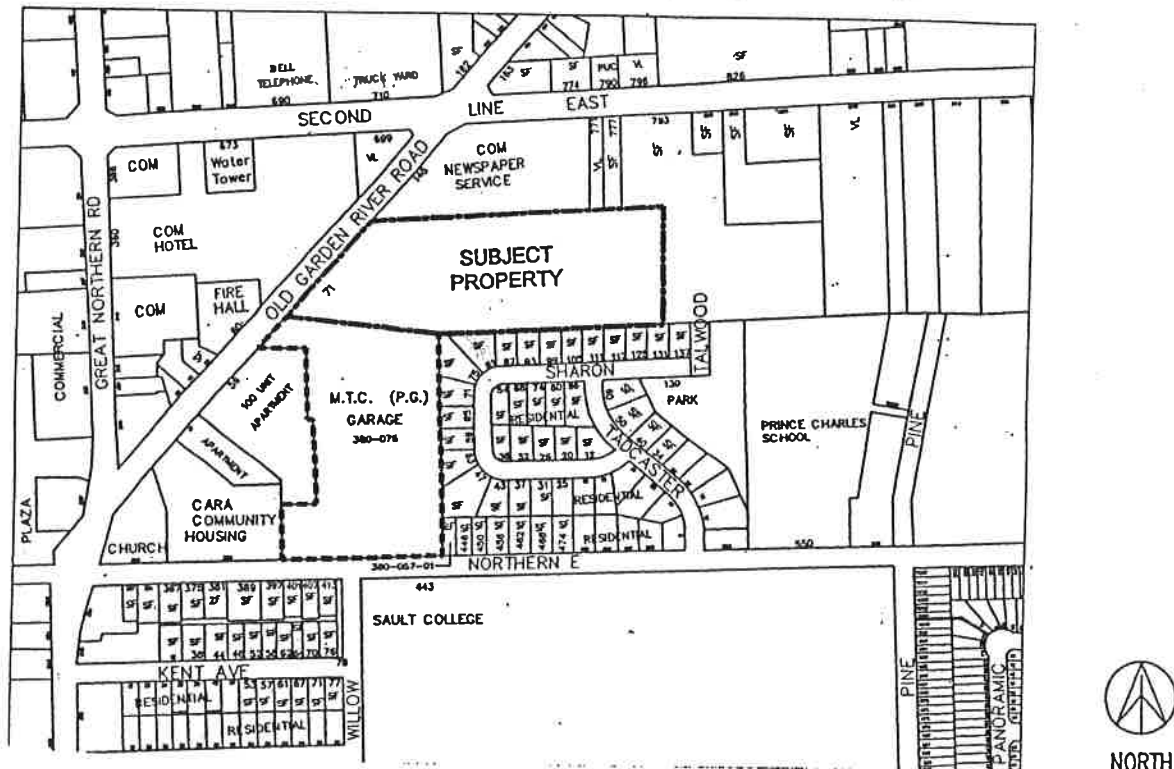
For the purposes of this by-law an Information Technology Centre is defined as uses such as computer and information technology based businesses, customer service centres, research and development telecommunication related uses.

The location of the subject property is shown in heavy outline on the map attached hereto.

This by-law shall not come into force until Official Plan Amendment No. 42 is approved by Council and the final date for approval has expired without an appeal being filed.

The subject property has been designated as an area of site plan control.

Explanatory note in respect of Official Plan Amendment By-law 2001-185 concerning Amendment No. 42 to the Official Plan is attached.



APPLICATION #A-27-01-Z-OP

Jonathan Kircal

From: Ross Harrison <[REDACTED]>
Sent: Monday, August 12, 2019 12:33 AM
To: Jonathan Kircal
Subject: A-13-19-z-71 Old Garden River Road

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

As a follow up to our conversation on Friday .

I have two concerns to address .

1st. -- On page three of your Council Report you recommend that for aesthetic reasons the garbage receptacles be located further back from the street . I agree with this recommendation but the receptacles should remain on the North side of the building to help keep smells and noise away from the residential area.

2nd.—To the East of 71 Old Garden River Road is a vacant lot owned by the city . This could be very tempting in the future to be used as a testing or demonstration property for recreational vehicles . I suggest that this could be a source of aggravation for all in the future and should be addressed up front .

Thank You
Ross Harrison
75 Sharon Crescent
[REDACTED]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-151

ZONING: (P1.1(1)) A by-law to repeal By-law 2019-80 (being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151) and By-law 2019-81 (being a by-law to designate the lands an area of site plan control) for 22 MacDonald Avenue.

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

1. **BY-LAWS 2019-80 and 2019-81 REPEALED**

By-laws 2019-80 and 2019-81 are hereby repealed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of August, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2019\2019-151 Repeal 22 MacDonald Z & DC.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-152

PROPERTY SALE: (PR1.120) A by-law to authorize the sale of surplus property being civic 25 Donna Drive, legally described in PIN 31595-0333 (LT) to 1890714 Ontario Inc.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to 1890714 Ontario Inc. or as otherwise directed at the consideration shown and upon the conditions set out in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE “A”**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of August, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

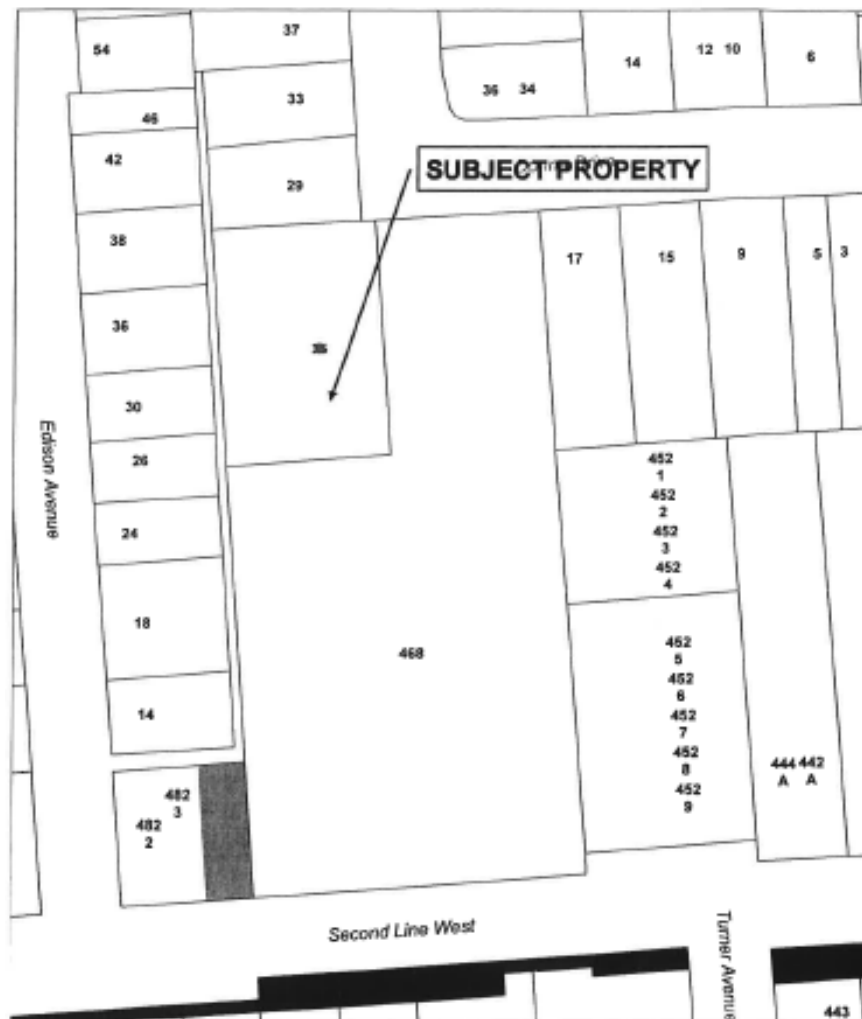
SCHEDULE "A" TO BY-LAW 2019-152

PURCHASER: 1890714 Ontario Inc.

ADDRESS: 25 Donna Drive
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: 31595-0333 (LT)
BLK A PL H534 KORAH; SAULT STE. MARIE

CONSIDERATION: Fifteen Thousand (\$15,000.00) Dollars



THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2019-153

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 224 to the Official Plan for the City of Sault Ste. Marie (Long Holdings Inc. 647 MacDonald Avenue)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 224 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 12th day of August, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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**AMENDMENT NO. 224
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

This Amendment is an amendment to the text of the Official Plan.

LOCATION:

PT LT 2 CON 3 ST. MARYS PT 1 TO 8 1R-11097; T/W EASEMENT OVER PT 9, 10,11,12 1r11097 AS IN LT262659; T212074, T212075, S/T EASEMENT OVER PTS 2 AND 8 1R11097 IN FAVOUR OF PT LT2, CON 3 PTS 1 TO 16 1R8098 EXCEPT PTS 1 TO 8 1R11097 AS IN LT262659. Civic address 647 MacDonald Avenue.

BASIS:

This Amendment is necessary in view of the request to permit retail sales upon the subject property.

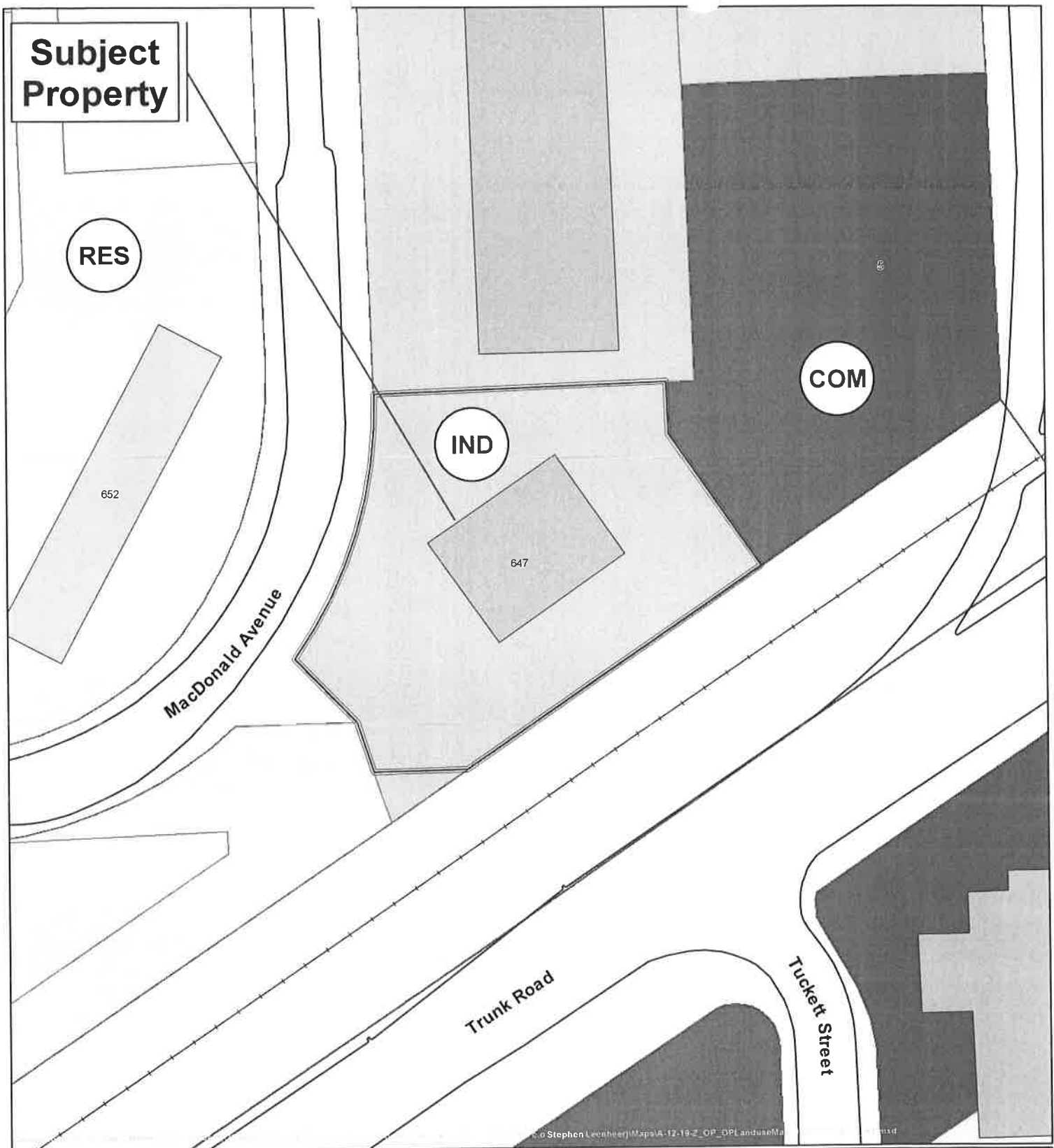
The proposal does not conform to the existing Industrial policies related to the subject property as retail sales is not permitted to occupy 100% of an industrially designated and zoned building.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

149. Notwithstanding the Industrial policies of the Official Plan, the lands described as PT LT 2 CON 3 ST. MARYS PT 1 TO 8 1R-11097; T/W EASEMENT OVER PT 9, 10,11,12 1r11097 AS IN LT262659; T212074, T212075, S/T EASEMENT OVER PTS 2 AND 8 1R11097 IN FAVOUR OF PT LT2, CON 3 PTS 1 TO 16 1R8098 EXCEPT PTS 1 TO 8 1R11097 AS IN LT262659, having civic address 647 MacDonald Avenue, may be wholly occupied by retail sales as an additional permitted use.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



<p>Application Map Series</p> <p><input type="checkbox"/> Subject Property <input checked="" type="checkbox"/> Official Plan Landuse</p> <p><input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image</p> <p><input type="checkbox"/> Official Plan Amendment</p> <hr/> <p>Property Information</p> <p>Civic Address: 647 MacDonal Avenue</p> <p>Roll No.: 030011025100000</p> <p>Map No.: 1-33</p> <p>Application No.: A-12-19-Z.OP</p> <p>Date Created: June 07, 2019</p>	<p>Legend</p> <p> Subject Property: 647 MacDonal Avenue</p> <p> Residential</p> <p> Commercial</p> <p> Institutional</p> <p> Parks Recreation</p> <p> Industrial</p> <p> Rural Area</p> <p> Airport Lands</p> <p> Parcel Fabric</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Official Plan Amendment No. 224</p> </div>	<p> City of Sault Ste. Marie</p> <p>Planning and Enterprise Services</p> <p>Community Development and Enterprise Services Department</p> <p>99 Foster Drive, Sault Ste Marie, ON P6A 5X6</p> <p>saultstemarie.ca 705-759-5368 planning@cityssm.on.ca</p> <p><small>This map is for general reference only</small></p> <p><small>Orthophoto: None</small></p> <p><small>Projection Details:</small></p> <p><small>NAD 1983 UTM Zone 16N</small></p> <p><small>GCS North American 1983</small></p> <div style="display: flex; align-items: center;"> <div style="margin-left: 10px;"> <p>0 5 10 20 Meters</p> <p>1:1,000</p> </div> </div> <div style="text-align: right;"> </div>
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-154

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 647 MacDonald Avenue (Long Holdings Inc.)

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. **647 MACDONALD AVENUE; CHANGE FROM M2 TO M2.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 1-33 of Schedule “A” to By-law 2005-150, is changed from M2 (Medium Industrial) zone to M2.S (Medium Industrial) 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(385) and heading as follows:

“2(385) 647 MacDonald Avenue

Despite the provisions of By-law 2005-150, the zone designation on the lands having civic no. 647 MacDonald Avenue and outlined and marked “Subject Property” on the map attached as Schedule 385 hereto is changed from M2 (Medium Industrial) zone to M2.S (Medium Industrial) zone with a “Special Exception” to permit retail sales as an additional permitted use, subject to the following conditions:

1. That the buffering requirements along the west lot line be waived.
2. That the landscaping requirements along MacDonald Avenue be waived.”

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 as amended by Official Plan Amendment No. 224.

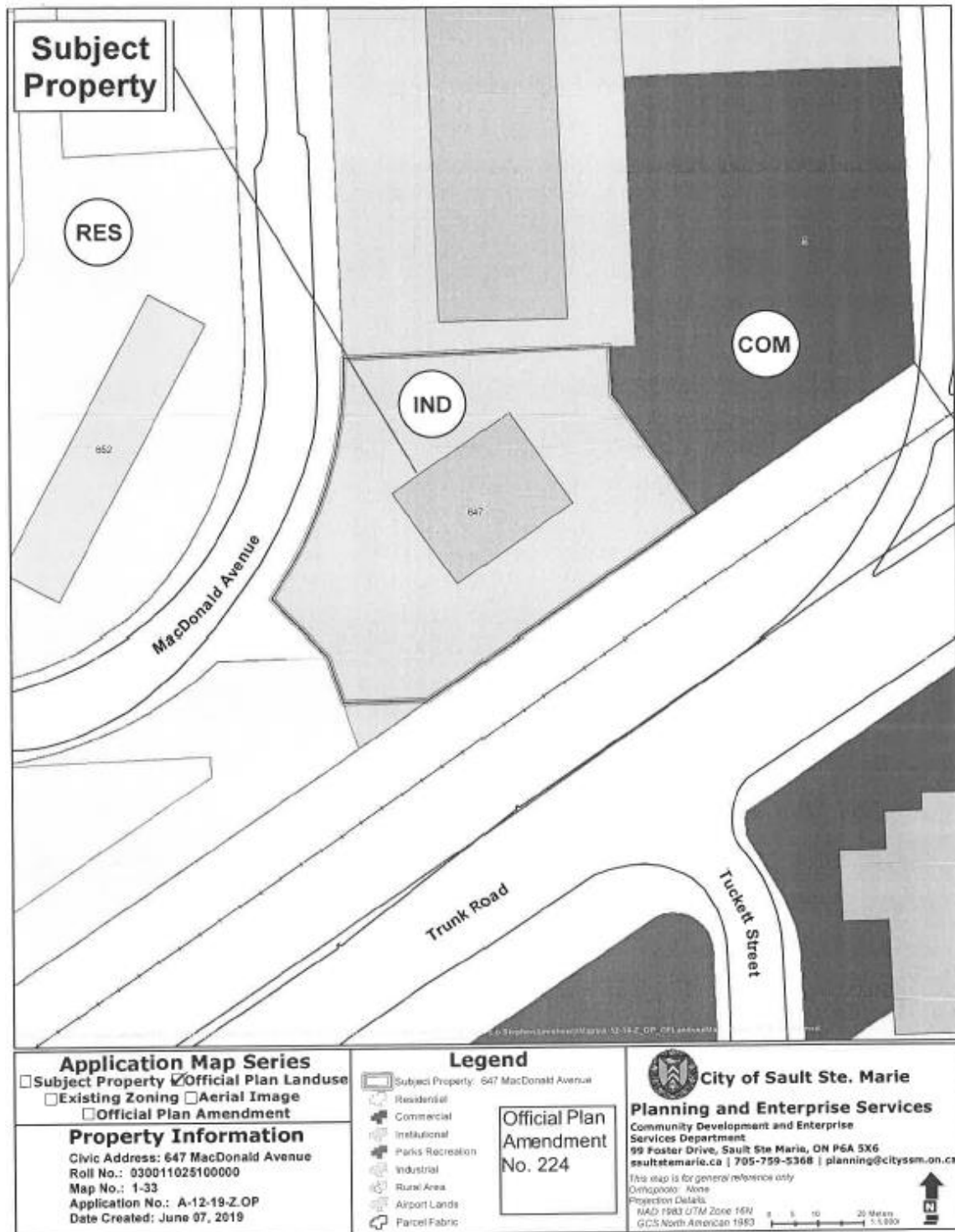
PASSED in Open Council this 12th day of August, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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**SCHEDULE "A" TO BY-LAW 2019-154 AND
SCHEDULE 385 TO BY-LAW 2005-151**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-155

AGREEMENT: (E2.3) 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 Transportation for a contribution agreement with the Province for a Connecting Link grant for the widening of Black Road.

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 Ontario as represented by the Minister of Transportation, a copy of which is attached as Schedule "A" hereto. This Agreement is for a contribution agreement with the Province for a Connecting Link grant for the widening of Black Road.

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 12th day of August, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Transportation

(“Ontario”)

– and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the “Recipient”)

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the “Act”) states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule “A” to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario's right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm's Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “F” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient's decisions has outside commitments, relationships or

financial interests that could, or could be seen, to interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project or this Agreement.

"Connecting Link" means the highway named in Schedule "A" to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King's Highway by the Minister pursuant to subsection 21(1) of the Act.

"Connecting Links Program" means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

"Connecting Links Program Guide" means the Ministry's document, entitled "Ministry of Transportation Connecting Links Program Guide," as amended from time to time by the Ministry, that describes the Ministry's Connecting Link Program.

"Contractor" means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

"Consultant" means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

"Contract" means a contract between the Recipient and a third party at Arm's Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

"Crown Agency" means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

"Effective Date" means the date set out at Part B.1 of Schedule "B" of this Agreement.

"Eligible Costs" means the costs described in Part D.1 of Schedule "D" of this Agreement.

"End of Funds Date" means the date set out in Part C.3 of Schedule "C" of this Agreement.

"Event of Default" has the meaning given to it in section 15 of this Agreement.

"Expiration Date" means the date set out in Part B.4 of Schedule "B" of this Agreement.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act* (Ontario).

"First Nation" means a band, as defined under section 2(1) of the *Indian Act* (Canada).

"Fiscal Year" means the period beginning April 1st in any year and ending on March 31st of the following year.

"Funds" means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

"Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

“Ineligible Costs” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“King’s Highway” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“Maximum Funds” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“Minister” means the Minister of Transportation.

“Ministry” means the Ministry of Transportation and any employees employed therewith.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the Work to be performed for the project described in Schedule “A” of this Agreement.

“Project Completion Date” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

“Work” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any

time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and vice versa in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Aboriginal Consultation Requirements
- "F" Communications Protocol
- "G" Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:

- (a) This document; and
- (b) The Schedules attached to this document.

- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3

GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 *Provision Of Funds.*** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 *Ontario’s Role Under Agreement Strictly Limited To Providing Funds.*** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 *Funds Limited To Specific Project.*** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 *Responsibility For Project.*** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 *Project Completion.*** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 *Project Financing.*** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 *Asset Retention.*** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement,

Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after July 15, 2019 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule "C" of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;

- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

SECTION 7

CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8

INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule "B" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by

reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10

ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives

prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of this Agreement and the requirements of the BPSAA, the BPSAA shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it may have to consult

with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario. The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14

RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

DEFAULT AND TERMINATION

15.1 *Events Of Default.* Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

15.2 *Remedies On Default.* Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 *Additional Remedies.* In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 *Waiver Of Event Of Default Must Be In Writing.* Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 *Ontario's Discretion To Terminate Agreement.* Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16

GENERAL PROVISIONS

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty,

whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Transportation or Delegate.

Name: Teepu Khawja
Title: Assistant Deputy Minister
Provincial Highways Management Division

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name:
Title:

Date

AFFIX CORPORATE
SEAL

Name:
Title:

Date

I/We have the authority to bind the Recipient.

SCHEDULE "A"
PROJECT DESCRIPTION

Application Project Name: Black Road Improvements

Approved Project Name: Improvement of Black Road

Project Description: Improvements to Black Road between McNabb Street at the south end of the project, northerly to Second Line East for a total length of approximately 1.94km.

Project Description Details (from Application):

The project consists mainly of the provision of additional road width and construction of two through lanes in each direction. The current two lane cross section is insufficient for current and projected traffic volumes. In general a two lane road configuration (one through lane in each direction) is typically suitable for traffic volumes in the range of 14,000 vehicles per day. The current volume of 21,400 significantly exceeds this threshold. Existing road base and sub-base and some asphalt base will be reutilized as much as possible. Drainage will be provided by roadside ditches and cross culverts. Horizontal alignment is tangential except for a slight 'S' bend near the north limit. Vertical alignment is flat. There are no structures. Cross culverts will be extended and may be upgraded, and some driveway culverts may be replaced. Existing street lighting will be upgraded to provide adequate illumination for the widened road.

SCHEDULE "B"

OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 *Effective Date Of Agreement.* The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 *Insurance Requirements.* The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 *Project Completion Date.* The Project shall be completed no later than December 31, 2020. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2021.

PART B.5 – NOTICE AND CONTACT

B.5.1 *Notice And Contact Information.* Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 905-704-2097 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p>	<p>To Recipient: The Corporation of the City of Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, ON P6A 5X6</p> <p>Attention: Donald Elliott Director of Engineering Telephone: 705-759-5329 Email: d.elliott@cityssm.on.ca</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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SCHEDULE “C” FINANCIAL INFORMATION FOR THE PROJECT

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to Three Million Dollars (\$3,000,000) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$5,254,084 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Fifty-Seven Percent (57%) for the Term of the Agreement.

This percentage is based on the maximum funds payable expressed as a percentage of the estimated total net eligible costs identified by the recipient in the original project application.

Note that the subsidy payable *rate* remains at 90% of the total net eligible project costs incurred by the recipient, up to the maximum funds identified above.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than July 15, 2019 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2021.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

[REST OF PAGE INTENTIONALLY LEFT BLANK]

MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than September 30, 2019.
Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (ii) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE “D” ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to July 15, 2019 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;

- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing applications for the Connecting Links Program; and
- (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE “E”

ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same; (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to

in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

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SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. *This* Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: The Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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SCHEDULE "G" REPORTING REQUIREMENTS

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than September 30, 2019.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule "G" of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule "G" of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued**PART G.2 – REVISED BUDGET REPORT****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

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PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued**PART G.3 – PROGRESS REPORT****PROGRESS REPORT**

For projects to be completed in 2019-20, a progress report is due on or before September 30, 2019. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

Please provide information in format below and attach to this report.

Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued

Other Progress to date <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any)

Attestation by Authorized Official:
I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____
Title: _____ **Date:** _____

SCHEDULE “G” Continued**PART G.4 – SUBSTANTIAL COMPLETION****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__ (date) is _____ (dollars).
4. That the work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____
 Of _____
 in the _____
 of _____ this _____
 day of _____ A.D. 20__

 (Deponent)

 A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued**PART G.5 – FINAL REPORT****FINAL REPORT**

Final Reports are to be completed and submitted to MTO within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:
Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

SCHEDULE "G" continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached, please provide information in format below and attach to this report.

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

SCHEDULE “G” continued**Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project? (Select any that apply)**

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.*

3. Describe any economic or other benefits of the project for your community. *If required, you may attach information on separate page and attach to this report.*

4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publically posted by: [Month] [Year]

20

SCHEDULE "G" continued**Section 4. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule "E" of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project.

☐ Yes ☐ No

If you responded "Yes" to the above, please complete the following:

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups ☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature**Confidentiality**

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	
TITLE:	
DATE:	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-156

TRAFFIC: (T2) A by-law to amend Schedule “A” of Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE “A” OF BY-LAW 77-200 AMENDED

Schedule “A” of By-law 77-200 is amended by adding the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
“Saddle Crescent	north, south, east & west	Foxborough Trail	Foxborough Trail	0900 hrs. to 1700 hrs. Saturdays, Sundays and holidays excepted”.

2. EFFECTIVE DATE

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

PASSED in open Council this 12th day of August, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-157

PROPERTY ACQUISITION: (PR1.118(4)) A by-law to authorize the acquisition of property located at civic 535 Queen Street East (1927404 Ontario Inc.- Michael McNally).

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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

2. **EXECUTION OF DOCUMENTS**

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

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 12th day of August, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

SCHEDULE "A"

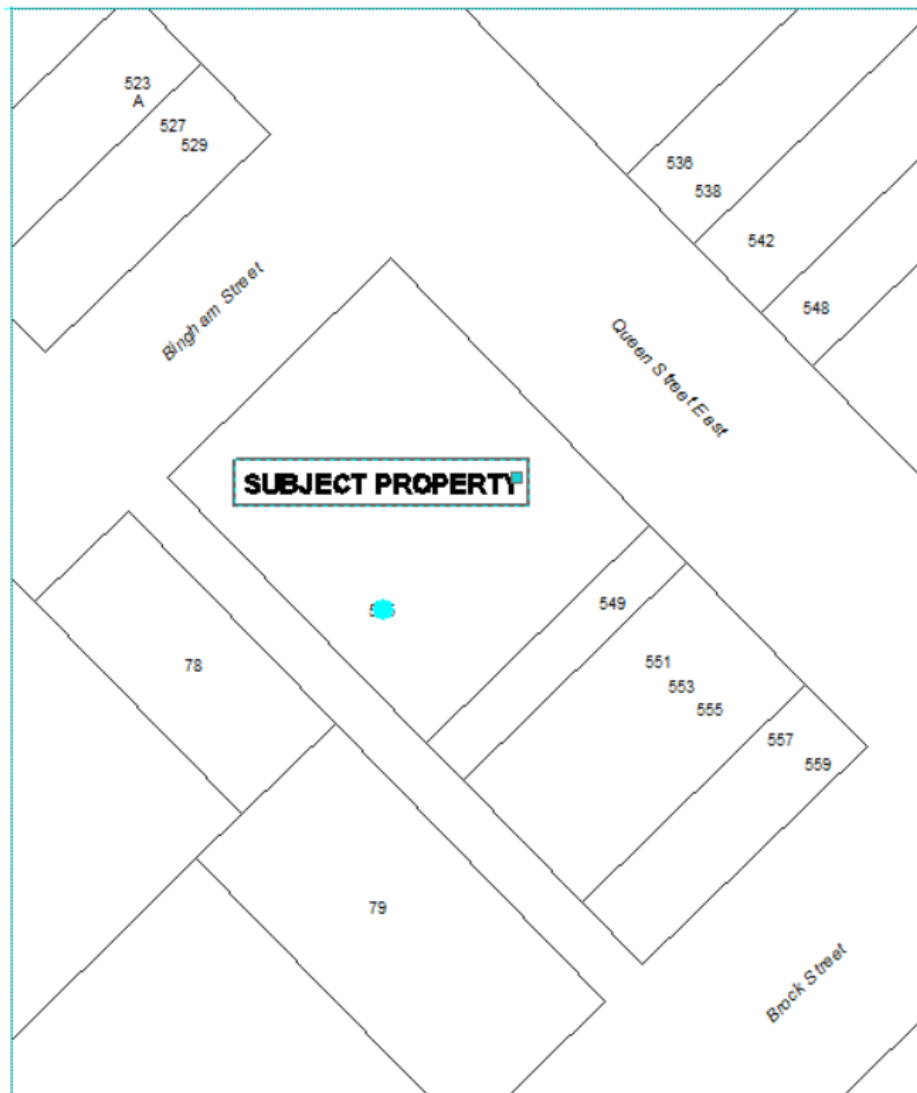
PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: 1927404 Ontario Inc. (or as otherwise directed)

ADDRESS: 535 Queen Street East

LEGAL DESCRIPTION: PIN 31542-0086 (LT) LT 4-6 PL 366MCD ST. MARY'S;
PT LT 1 PL 138 AS IN T392376; SAULT STE. MARIE

CONSIDERATION: Three Hundred Seventy Five Thousand (\$375,000.00) Dollars
(subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-159

AGREEMENT: (F1) A by-law to authorize the execution of the Agreement between the City and Morrison Hershfield Limited to provide services to conduct Asset Management Facility Condition Assessments at 24 Municipal Properties in Sault Ste. Marie, Ontario.

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 August 12, 2019 between the City and Morrison Hershfield Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is to provide services to conduct Asset Management Facility Condition Assessments at 24 Municipal Properties in Sault Ste. Marie, Ontario as outlined in the proposal addressed to The City of Sault Ste. Marie, dated June 4, 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 12th day of August, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

AUTHORIZATION**Morrison Hershfield Fax # 416-499-9658****To: Amy Heppler, Morrison Hershfield Limited****(1902412.99)**aheppler@morrisonhershfield.com

Morrison Hershfield Limited is hereby authorized to provide the services as outlined in the proposal addressed to **The City of Sault Ste. Marie**, dated **June 4, 2019**, to conduct **Asset Management Facility Condition Assessments at 24 Municipal Properties in Sault Ste. Marie, Ontario**.

Total fees as follows:

Professional fees (lump sum)	\$85,600.00
Expense Allowance (billed at cost plus 10%)	\$11,875.00
<u>HST (13%)</u>	<u>\$12,671.75</u>
Total	\$110,146.75

Additional services related to building condition assessments, if requested, will be provided at the following hourly rates:

- Principal-in-Charge \$210/hour
- Project Manager \$170/hour
- Building Condition Assessment Personnel \$110-\$165/hour
- Administrative and Technical Support \$75/hour

Standard Terms per attached Professional Services Agreement.

The Corporation of the City of Sault Ste. Marie

Client Company (Print)

Telephone

99 Foster Drive, Sault Ste. Marie ON P6A 5X6

Mailing Address (incl. Postal Code)

Christian Provenzano, Mayor

August 12, 2019

Signing Officer Name (Print)

Signature

Date

Rachel Tyczinski, City Clerk

August 12, 2019

Signing Officer Name

Signature

Date

**PROFESSIONAL SERVICES AGREEMENT
TERMS AND GENERAL CONDITIONS**

All professional services provided by Morrison Hershfield Limited ("MH") to the client identified in the attached proposal (the "Client"), are subject to the terms and conditions set forth in this Professional Services Agreement.

i) Scope of Services and Standard of Care. MH will provide the services outlined in the attached proposal (the "Services"). The Services shall include any assumptions, exclusions or schedules that form part of the attached proposal and shall be limited to those Services expressly set forth therein. If a service, work or activity is not specifically identified, it is expressly excluded. MH will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the engineering and science professions currently practicing in the same or similar locality, under the same or similar conditions, subject to the time limits and financial, physical or any other constraints applicable to the Services. No other warranty, express or implied, is made or intended to be made with respect to the Services and the same are specifically disclaimed.

ii) Reimbursable Expenses: Reimbursable expenses and services not directly provided by MH will be charged at 1.1 times the applicable rate or cost.

iii) Instructions and Approvals. Client shall name an authorized representative at or before the start of the work who shall be responsible for providing information, instructions, and approvals on Client's behalf. Such representative shall be available to MH at all reasonable times. Client shall be responsible for all delays in performance of the Services caused by or arising out of Client's unavailability or its failure to timely provide information, instructions, or approvals.

iv) Terms of Payment. Invoices shall be issued by MH monthly and shall be payable on presentation. Within ten (10) days of receipt of an invoice Client shall notify MH of any dispute with the invoice. Invoices not paid within thirty (30) days of invoice date shall be subject to a carrying charge of 1.0 percent per month or the maximum rate allowed by law, whichever is less. If the Client fails to pay any invoice within thirty (30) days of the invoice date and such failure continues fifteen (15) days after MH gives Client notice of such failure, MH shall have the right to terminate this Professional Services Agreement immediately. Client shall have no right of setoff against any billings of MH for disputed claims or withholding of services.

v) Data and Information. MH shall be entitled to rely on the accuracy and completeness of all testing, services, reports, data, and other information furnished by Client or other consultants regarding the project or works that forms the subject of the Proposal (the "Project"), the Services, or the location of the Project (the "Site").

vi) Differing Conditions. Prior to commencement of the Services, Client will, to the best of its knowledge, inform MH in writing of all known materials categorized as hazardous or toxic by any federal, state, provincial or local law, or regulation and of any conditions existing on or near the Site that are relevant to the Services or that may present a danger to health, the environment or MH's equipment or personnel. If MH believes that any condition encountered at the Site or during the course of the Project is

inaccurate or differs materially from the conditions disclosed, indicated, reflected or referred to by the Client at the time of the proposal, MH shall notify Client within a reasonable time. In such a case, MH shall not be required to continue performing the Services until such time as a resolution to address the differing condition has been mutually agreed to by Client and MH, including any change in compensation, time for performance or both. MH shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to, hazardous materials in any form at the Site, except to the extent directly caused by the negligence of MH. MH shall not be liable for any costs or damages resulting from any concealed condition of the Site or other condition of the Site not disclosed to MH in writing.

vii) Changes and Delays. MH shall be entitled to an increase in compensation or time or both for performance of the Services where any changes are required or made to the scope of the Services by the Client and to the extent that such changes do not arise from the negligence of MH. MH shall not be required to perform any Services related to a change unless the parties have agreed on the amount of or the basis for calculating the time and compensation associated with such change.

viii) Insurance. MH, at its own expense, shall carry insurance in the amounts listed in Schedule A, Insurance, attached hereto. If Client desires insurance coverage in addition to that carried by MH at the time this Professional Services Agreement is issued, MH will cooperate to obtain such additional insurance. Notwithstanding any other provision in this Professional Services Agreement, nothing shall be construed to void, vitiate or adversely affect the insurance coverage of either party.

ix) Limitation of Liability. MH and Client each waive their rights to recover from the other any consequential, indirect, or incidental damages (including, but not limited to, loss of use, income, profits, financing or reputation), arising out of, or related to, this Professional Services Agreement, the Project or the performance of the Services. Client further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of MH shall have personal liability under any provision of this Professional Services Agreement, or for any matter in connection with the Services provided. Client expressly agrees to this limitation of liability.

x) Performance by Contractors, Subcontractors and Suppliers and Construction Means and Safety. The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors, subcontractors or suppliers not retained by MH. MH shall not be required to make exhaustive, extensive, or continuous on-site or off-site inspections of work performed by consultants, contractors, subcontractors or suppliers not retained by MH. No acceptance or approval by MH of the work of consultants, contractors, subcontractors or suppliers not retained by MH, whether express or implied, shall relieve such persons of their obligations to Client for the proper performance of their work and MH shall have no liability with respect to the work performed by such persons. MH shall have no responsibility for, control, right of control or liability with respect to the means, methods, techniques, sequences, procedures and equipment used or not used by such parties in their performance of any phase of the work at the Site or with respect to any safety precautions or programs related to the Project or the Site.

xi) Ownership of Documents. All plans, designs, drawings, specifications, notes, data, samples, materials, reports, reproduces

and other work developed by MH (the "Deliverables") and all patent, trademark, copyright, industrial or other intellectual property rights therein shall remain the property of MH after the Services have been completed or terminated. Client acknowledges and agrees to the extent that MFFIPA does not apply, that all Deliverables are intended solely for use for the Project and further agrees not to use, reuse, or adapt any Deliverables for any other Project or application. Client shall release, defend, indemnify and hold harmless MH from all claims, losses, liabilities, damages, expenses, and costs arising out of the unauthorized use, reuse, alteration or revision of the Deliverables, save for where required by law or for conducting regular Client operations.

xii) Termination for Material Breach. Either party may terminate this Professional Services Agreement upon seven (7) days' written notice to the other party and without further liability in the event the other party is in material breach of this Agreement and fails to remedy such breach within seven (7) days of receiving written notice of the breach, provided that the breach was not caused or contributed to by the party seeking to terminate this Professional Services Agreement. Upon termination Client shall pay MH for all Services performed to the date of termination. All representations, indemnities and obligations shall survive indefinitely the termination of this Professional Services Agreement.

xiii) No Third-Party Beneficiaries. Nothing in this Agreement shall be interpreted or construed as giving any rights or benefits to any person or third party other than MH and Client.

xiv) Claims and Disputes. Any claim, dispute or matter in question shall be resolved by one or more of the following means in the order listed, until a resolution is arrived at. Unless mutually agreed to in writing by both parties, the means to be used are: a) negotiation, b) litigation.

xv) Governing Law and Severability. This Professional Services Agreement shall be governed by the law of the Province in which

the Project is located or, where there is no Project location or where there are multiple locations, this Professional Services Agreement shall be governed by the law of the Province of the MH office that generated the attached proposal. If any term, condition or provision of this Professional Services Agreement or the application thereof is determined to be invalid or unenforceable, the remaining provisions of this Professional Services Agreement shall not be affected but shall instead remain valid and fully enforceable. This Professional Services Agreement incorporates and supersedes all prior negotiations, agreements and representations either written or oral. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Professional Services Agreement shall have effect unless specifically set forth in writing and signed by both parties.

xvi) Conflicts. In the event of a conflict between the terms of the Proposal and this Professional Services Agreement, the terms of this Professional Services Agreement shall govern and prevail.

xvii) Confidentiality and Publication. To the extent that MFFIPA does not apply and not limiting regular Client operations, both parties shall keep all information designated as "confidential", whether disclosed in writing or orally, strictly confidential and shall not disclose any such information to any other person except (i) as required for performance of the Services provided that any person to whom such information is disclosed is subject to similar obligations of confidentiality, or (ii) where required by law. MH shall have the right to include references to the Project among its promotional and professional materials.

xviii) Waivers. No waiver of any right or remedy shall have effect unless specifically set forth in writing and signed by both parties and no waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed to be a waiver of such right or remedy in respect of such occurrence on any other occasion

xix) Headings. The headings used in this Professional Services Agreement are for convenience and reference purposes only and are not to be used in interpreting or construing the substantive provisions of this Professional Services Agreement.

Morrison Hershfield Limited



Signature of Authorized MH Representative

Nancy Longueira, Senior Consultant

Print Name and Title

Corporation of the City of Sault Ste. Marie

Signature of Authorized Client Representative

Christian Provenzano, Mayor

Print Name and Title

Rachel Tyczinski, City Clerk

Name and Title

SCHEDULE "A"

Morrison Hershfield Limited Contractual Terms

Exhibit A – Insurance

MH will carry insurance coverage during the performance of this Professional Services Agreement that is required by law. In addition, MH maintains the following insurance coverage:

Commercial General Liability Insurance	\$5,000,000 per claim and in aggregate.
Automobile Liability Insurance	\$2,000,000 per claim and in aggregate.
Workers Compensation Insurance	Statutory where required by law, and \$2,000,000 per claim.
Professional Liability Insurance	\$2,000,000 per claim and per policy period (June 1 thru May 31).



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-160

AGREEMENT: (G1.7) 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 Municipal Affairs and Housing for the Audit and Accountability Fund for the purposes of conducting a Third Party Service Delivery Review.

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 August 12, 2019 between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Audit and Accountability Fund for the purposes of conducting a Third Party Service Delivery Review.

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 12th day of August, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the "Province")

- and -

The Corporation of the City of Sault Ste. Marie

(the "Recipient")

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports, and
any amending agreement entered into as provided for in section 4.1,

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.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by Minister of Municipal
Affairs and Housing**

Date

Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing

The Corporation of the City of Sault Ste. Marie

Date

Name: Christian Provenzano
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Rachel Tyczinski
Title: City Clerk

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province’s expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient’s premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized

representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under,

or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(e), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the

Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

- A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.
- A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

- A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.
- A17.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.
- A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be given; and
 - (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

- A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.
- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:
- (a) be valid only if the Party granting the waiver provides it in writing; and
 - (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

- A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

- A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

- A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$205,000.00
Expiry Date	January 31, 2020
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Helen Collins</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M5G 2E5, 16th Floor</p> <p>Fax: 416-585-7292</p> <p>Email: helen.collins@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Malcolm White</p> <p>Position: Chief Administrative Officer</p> <p>Address: CAO's Office, Level 4, Civic Centre Sault Ste. Marie ON P6A 5X6</p> <p>Fax: 705-759-5952</p> <p>Email: cao.white@cityssm.on.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Shelley Schell</p> <p>Position: Chief Financial Officer/City Treasurer</p> <p>Address: Finance Department, Level 4, Civic Centre, Sault Ste. Marie ON P6A 5X6</p> <p>Fax: 705-759-8447</p> <p>Email: s.schell@cityssm.on.ca</p>

Additional Provisions:

B1 Section 4.3 of Schedule “A” is amended by adding the following sections:

- (e) use the Funds only for the purpose of reimbursement for the actual

amount paid to the independent third-party reviewer in accordance with the Project; and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

SCHEDULE “C” PROJECT

Objectives
The objectives of the Project are to reduce the Recipient’s administrative costs, reduce or manage input costs, streamline processes, improve labour productivity, and modernize services.
Description
<p>The Recipient will retain an independent third-party reviewer to conduct a review of the Recipient’s service profiles and to provide recommendations for improved efficiency and reduced costs.</p> <p>The Project will be completed in two phases:</p> <p>Phase 1: Identification and documentation of the Recipient’s service profiles utilizing the Municipal Reference Model methodology.</p> <p>Phase 2: Service Review that will look at level of service provided and processes. This Phase will list actionable items to improve efficiency and reduce costs</p> <p><u>Independent Third-Party Reviewer’s Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer’s Report. The Recipient will submit the report to the Province and publish the report on the Recipient’s publicly accessible website by November 30, 2019.</p> <p>The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.</p>
Background
<p>The Recipient is currently engaged in the development of a municipal service profile model. On January 28, 2019 Council approved the proposed submitted by KPMG LLP to utilize the Municipal Reference Model (MRM) to develop the profile.</p> <p>The MRM provides the foundation to achieve greater accountability and efficiency through improved performance measurement, opportunity for exploring alternative service delivery options and benchmarking to other communities and best practices. The Audit and Accountability Fund provides an opportunity to build on the MRM profiles and look at service delivery alternatives.</p>

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer	Up to \$205,000

**SCHEDULE “E”
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none">• Submission of Independent Third-Party Reviewer’s Report to the Province• Publishing of Independent Third-Party Reviewer’s Report• Submission of Final Report to the Province	Up to \$205,000 no more than thirty (30) days after the Province’s approval of the Final Report

SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
1. Final Report	December 13, 2019

Report Details

1. Final Report

The Recipient will submit a Final Report to the Province by December 13, 2019.

The Final Report will set out the Recipient's actual expenditures for the independent third-party reviewer for the project. Supporting documentation, such as invoices or receipts, showing actual costs incurred will be included as part of the Final Report.

The Final Report will include a statement indicating the percentage of the service delivery expenditures reviewed under the project which were identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

The Recipient will use the reporting template provided by the Province prior to the reporting deadline in order to submit the Final Report to the Province.