



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

Monday, March 23, 2020

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	10 - 21
Mover Councillor D. Hilsinger Seconder Councillor S. Hollingsworth Resolved that the Minutes of the Regular Council Meeting of 2020 03 09 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 2020 03 23 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
Mover Councillor M. Shoemaker Seconder Councillor S. Hollingsworth Resolved that all the items listed under date 2020 03 23 – Agenda item 6 – Consent Agenda be approved as recommended.	

6.1	Correspondence – COVID-19	22 - 24
	Correspondence from Sault Ste. Marie Chamber of Commerce and Mayor Provenzano's response are attached.	
6.2	2019 Honoraria and Expenses	25 - 25
	A report of the Chief Financial Officer and City Treasurer is attached for the consideration of Council.	
	Mover Councillor M. Shoemaker Seconder Councillor S. Hollingsworth Resolved that the report of the Chief Financial Officer and City Treasurer dated 2020 03 23 concerning 2019 Honoraria and Expenses be received as information.	
6.2.1	<i>Schedule – 2019 Honoraria and Expenses</i>	26 - 27
6.3	Tenders for Equipment	28 - 33
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor D. Hilsinger Seconder Councillor P. Christian Resolved that the report of the Manager of Purchasing dated 2020 03 23 be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:	
	One (1) 66000 GVW Tandem Plow Truck c/w Wing, Sander & Dump Box, TMS Truck Centre Ltd. \$278,494.00	
	One (1) Portable Asphalt Hot Box, Johnstone Brothers Equip. \$41,495.00	
	One (1) 10-Ton Rubber Tired Construction Equipment Excavator Company (Sault) Inc. \$130,830.00	
	One (1) Four Wheel Drive Compact Sweeper, Cubex Ltd. \$198,589.04	
	for a total amount of \$649,408.04 (HST extra).	
6.4	Tender for Lease of Four Loaders	34 - 36
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor D. Hilsinger Seconder Councillor S. Hollingsworth Resolved that the report of the Manager of Purchasing dated 2020 03 23 be received and that the tender for the lease of Four (4) Articulated Front End Wheel Loaders, as required by Public Works and Engineering Services, be	

awarded to Tracks and Wheels at their tendered price including Maintenance Agreement and Extended Warranty of \$3,632.70 plus HST, per unit, for each periodic payment.

6.5 73 Brock Street Acquisition 37 - 40

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

The relevant By-law 2020-77 is listed under item 11 of the Agenda and will be read with all By-laws under that item.

6.6	516-526 Bay Street Property Acquisition	41 - 42
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A report of the Deputy, CAO Community Development and Enterprise Services is attached for the consideration of Council.

The relevant By-law 2020-78 is listed under item 11 of the the Agenda and will be read will all By-laws under that item.

6.7 Correspondence – DSSAB

Correspondence from M. Nadeau, CAO, Sault Ste. Marie and District Social Services Administration Board regarding lease of former Steelton Seniors Centre, 235 Wellington Street West

The relevant By-law 2020-84 is listed under item 11 of the Agenda and will be read with all By-laws under that item.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.1.1	COVID-19 Update	43 - 48
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A report of the Chief Administrative Officer is attached for the consideration of Council.

The relevant By-laws 2020-79, 2020-80 and 2020-82 are listed under item 11 of the Agenda and will be read with all By-laws under that item.

7.1.1.1 COVID-19 Resolution

Mover Mayor C. Provenzano

Seconder Councillor C. Gardi

Whereas we recognize the COVID-19 pandemic is a highly contagious virus;
and

Whereas we know that the COVID-19 virus is in Northern Ontario and the Algoma region; and

Whereas we know that hundreds of thousands of people have returned or are returning from March break vacations and from winter destinations in the US and that those returning people represent an additional risk of introducing COVID–19 into and around our community; and

Whereas the City, Algoma Public Health, Sault Area Hospital and other community partners have been advising people to practice social distancing and self-isolate, and specifically asking all returnees from out of country to self-isolate; and

Whereas we all still need to engage in essential activities such as grocery shopping and picking prescription or over the counter medication; and

Whereas it is critically important to our community, its health and well-being, and the health and well-being of our Province and Country that we slow the spread of COVID–19 and that we all have to do our part to slow the spread of COVID–19;

Now Therefore Be It Resolved that City Council requests all of the citizens of the community:

- a. Learn about COVID–19 and its symptoms at www.algomapublichealth.ca;
- b. Self-isolate for 14 days if they have any of the symptoms of COVID–19;
- c. Self-isolate for 14 days if they have returned from out of country travel;
- d. For those people not in self-isolation, learn about and practice social distancing;
- e. For each of us to encourage our family, friends and associates to self – isolate if they have symptoms or if they have returned from out of country travel;
- f. For each of us to extend a hand and assist those in self-isolation so that we can assure people have what they need when self-isolating.

Be It Further Resolved that City Council requests all of the business of our community, specifically including all grocery stores, pharmacies and other operations providing essential services:

- a. Learn about COVID–19 and its symptoms at www.algomapublichelath.ca;
- b. Establish and implement cleaning protocols sufficient to eliminate and/or reduce the risk of the transmission of COVID– 9 at their operation;
- c. To reduce and limit the number of people permitted into their store at the same time and at a level significant below their capacity, so that all people within their facility have plenty of space to maintain proper social distancing;

- d. To mark and maintain proper social distancing spacing at all cashier and checkout stations;
- e. To work with and adhere to any recommendation that Algoma Public Health makes that exceed any of the requests made herein.

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-2-20-Z 305 Selby Road (Michael Savino) 49 - 60

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

(In light of the current COVID-19 pandemic Council will be requested to postpone this item to a future date.)

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the report of the Junior Planner dated 2020 03 23 concerning Rezoning Application A-2-20-Z (305 Selby Road) be received, and that Council approve the application by rezoning the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S), with a Special Exception to reduce the number of required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces.

7.7.2 A-3-20-Z 36 Wright Street (BDI Holdings Limited) 61 - 85

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

(In light of the current COVID-19 pandemic Council will be requested to postpone this item to a future date.)

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the Report of the Planner dated 2020 03 23 concerning rezoning application A-3-20-Z be received and that City Council approve the application and rezone the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with the following special exceptions:

- i. Permit parking spaces in the required front yard.

- ii. Reduce the required front yard setback from 7.5 metres to 5.8 metres.
- iii. Reduce the required rear yard setback from 10 metres to 6.7 metres.

And that Council deem the subject property as an area of Site Plan Control;

Further that the Legal Department be requested to prepare the necessary by-law to effect the same.

7.8 Boards and Committees

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

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that all By-laws under item 11 of the Agenda under date 2020 03 23 be approved.

11.1 By-laws before Council to be passed which do not require more than a simple majority 86 - 86

11.1.1 By-law 2020-74 (Agreement) Dedicated Gas Tax Funds 87 - 91

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2020-74 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program be passed in open Council this 23rd day of March, 2020.

11.1.2 By-law 2020-76 (Council Procedure) Amend By-law 2013-100 92 - 93

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2020-76 being a by-law to amend By-law 2013-100 (a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie) be passed in open Council this 23rd day of March, 2020.

11.1.3 By-law 2020-77 (Property Acquisition) 73 Brock Street 94 - 95

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2020-77 being a by-law to authorize the acquisition of property located at civic 73 Brock Street (Union Cab, Oliver and Lesley Wilson) be passed in open Council this 23rd day of March, 2020.

11.1.4 By-law 2020-78 (Property Acquisition) 516-526 Bay Street 96 - 97

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2020-78 being a by-law to authorize the acquisition of property located at civic 516-526 Bay Street (Bibba Enterprises Limited, Mike Sholtz) be passed in open Council this 23rd day of March, 2020.

11.1.5 By-law 2020-81 (Agreement) STEM Engineering Farwell Terrace Aqueduct Repairs 98 - 117

Council report was passed by Council resolution on March 9, 2020.

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2020-81 being a by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for the engineering services for the Farwell Terrace aqueduct repairs be passed in open Council this 23rd day of March, 2020.

11.1.6 By-law 2020-83 (Traffic) Amend Schedule K 118 - 118

Council Report was passed by Council resolution on February 24, 2020.

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2020-83 being a by-law to amend Schedule "K" of Traffic By-law 77-200 be passed in open Council this 23rd day of March, 2020.

11.1.7 By-law 2020-79 (Taxation) Waiving Interest on Interim Taxes 119 - 119

A report from the Chief Administrative Officer is on the Addendum.

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2020-79 being a by-law to amend Interim Tax By-law

2020-08 by waiving property tax interest and penalty provisions until May 31, 2020 be passed in open Council this 23rd day of March, 2020.

11.1.8 *By-law 2020-80 (Taxation) Waiving Interest on Municipal Accommodation Tax*

A report from the Chief Administrative Officer is on the Addendum.

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2020-80 being a by-law to amend Municipal Accommodation Tax By-law 2018-218 by waiving the penalty and interest provisions for remittance of the Municipal Accommodations Tax until June 30, 2020 be passed in open Council this 23rd day of March, 2020.

11.1.9 *By-law 2020-82 (Finance) Waiving Interest on Accounts Receivable*

120 - 120

A report from the Chief Administrative Officer is on the Addendum.

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2020-82 being a by-law to amend User Fees By-law 2019-222 by waiving interest on accounts receivable until June 30, 2020 be passed in open Council this 23rd day of March, 2020.

11.1.10 *By-law 2020-84 (Lease) DSSAB – Lease of former Steelton Seniors Centre*

121 - 125

Correspondence from the Sault Ste. Marie and District Social Services Administration Board is on the Addendum.

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2020-84 being a by-law to authorize execution of a lease between the City and the Sault Ste. Marie and District Social Services Administration Board of the former Steelton Seniors Centre at 235 Wellington Street West be passed in open Council this 23rd day of March 2020.

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

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

11.3.1 *By-law 2019-237 (Local Improvement) Sixth Avenue*

126 - 131

By-law 2019-237 passed first and second reading on December 2, 2019.

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2019-237 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Sixth Avenue from Devon Road to Wallace Terrace under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a THIRD time in open Council and passed this 23rd day of March, 2020.

11.3.2 By-law 2020-49 (Local Improvement) Northern Avenue East 132 - 136

By-law 2020-49 passed first and second reading on February 3, 2020.

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that By-law 2020-49 being a by-law to authorize the construction of a concrete sidewalk on Northern Avenue East from Reid Street to North Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a THIRD time in open Council and passed this 23rd day of March, 2020.

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

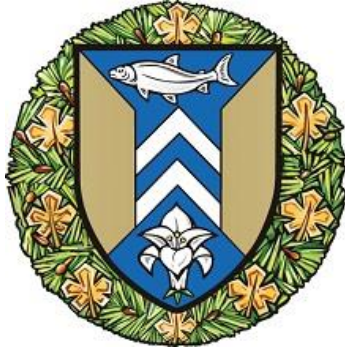
13. Closed Session

14. Adjournment

Mover Councillor M. Shoemaker

Seconder Councillor D. Hilsinger

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, March 9, 2020

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: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, P. Johnson, S. Schell, P. Niro, D. McConnell, D. Elliott, B. Lamming, M. Zuppa, C. Rumiell, T. Vecchio, F. Coccimiglio, S. Halliday

1. Adoption of Minutes

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the Minutes of the Special Council Meeting of 2020 03 02, Regular Council Meeting of 2020 02 24 and Regular Council Meeting of 2018 02 20 (amended) 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 – DCIP – Financial Incentive Grant Applications – March 2020

ONE TEN PIM Inc. is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the Agenda for 2020 03 09 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Algoma Public Health – COVID 19

Dr. Jennifer Loo, Associate Medical Officer of Health/Director of Health Protection was in attendance.

5.2 International Day for the Elimination of Racial Discrimination

Sean Halliday, Researcher, Local Immigration Partnership was in attendance.

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that all the items listed under date 2020 03 09 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 2019 Investment Report

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Chief Financial Officer and City Treasurer dated 2020 03 09 concerning 2019 Investment Report be received as information.

Carried

6.2 Best for Kids Transit Pilot Project

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Community Services dated 2020 03 09 concerning Best for Kids Transit Pilot Project be accepted and that a pilot project to provide free Transit for a responsible adult to accompany children to access the Splash Pad, Pump Track, Manzo Pool, Greco Pool and Skateboard Park between June 27, 2020 and September 6, 2020 be approved and results reported back to Council.

Carried

6.3 Indoor Mausoleum Feasibility

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Community Services dated 2020 03 09 concerning Indoor Mausoleum Feasibility be received and that inquiries regarding an indoor mausoleum be tracked and reported to Council in approximately one year.

Carried

6.4 New Horizons Seniors Program Grant Agreement

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

The relevant By-law 2020-75 is listed under item 11 of the Minutes.

6.5 Immigration, Refugees and Citizenship Canada Grant Agreement

The report of the Local Immigration Partnership Coordinator was received by Council.

The relevant By-law 2020-65 is listed under item 11 of the Minutes.

6.6 Regulation of Road Cuts By-Law

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

The relevant By-laws 2020-70, 2020-71 and 2020-72 are listed under item 11 of the Minutes.

6.7 Farwell Terrace Aqueduct Repairs – Consultant Selection

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 03 09 concerning Farwell Terrace Aqueduct Repairs consultant selection be received and that Council authorize entering into an agreement for engineering services with STEM Engineering.

An individual engineering agreement will be brought to Council for approval at a future meeting.

Carried

6.8 Supervisory Control and Data Acquisition Upgrades

The report of the Land Development and Environmental Engineer was received by Council.

The relevant By-law 2020-66 is listed under item 11 of the Minutes.

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 DCIP – Financial Incentive Grant Applications – March 2020

Mayor C. Provenzano declared a conflict on this item. (ONE TEN PIM Inc. is a client of law firm.)

Councillor L. Dufour assumed the chair as Acting Mayor.

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Senior Planner dated 2020 03 09 concerning Downtown Community Improvement Plan Financial Incentive applications be received and the following grant applications be

approved: 624 Bay Street, Palladium Investments Inc. (\$40,000); 110 Pim Street, ONE TEN PIM Inc. (tax increment equivalent grant).

Majority	For	Against	Absent	
Mayor C. Provenzano	Conflict			
Councillor P. Christian	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	0	Carried

7.8 Boards and Committees

7.8.1 Ronald A. Irwin Commemoration

Mayor Provenzano resumed the Chair.

Moved by: Councillor C. Gardi

Seconded by: Councillor M. Shoemaker

Resolved that the report of Mayor C. Provenzano dated 2020 03 09 regarding commemoration of Ronald A. Irwin be received and that the Civic Centre at 99 Foster Drive be renamed the Ronald A. Irwin Civic Centre.

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

Councillor M. Scott	X		
Results	11	0	0

Carried

7.8.2 Tourism Board

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that Beverley Barber, Joseph Bisceglia, Nicholas Brash, Rod Duhaime, Lawrence Foster, Tricia Lesnick, Donatello Marini, Elia Marini, and Richard Walker be appointed to the Tourism Board from March 9, 2020 to December 31, 2022.

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

Carried

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

8.1 Conservation Authorities

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Niro

Whereas the City of Sault Ste. Marie has been well served by the Sault Ste. Marie Region Conservation Authority; and

Whereas Sault Ste. Marie values the efforts of the Conservation Authority to monitor floods, to manage source water protection and to ensure the integrity of the watersheds within our municipality and conserve our natural environment; and

Whereas the Province of Ontario is currently reviewing the mandate and operations of Conservation Authorities; and

Whereas Conservation Authorities provide essential services to municipalities in their watersheds;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie encourages the Province to continue to support the principle of planning on a watershed basis in the ongoing review and prioritize the allocation of adequate funding to support the core mandate of conservation authorities while preventing any downloading of costs to municipalities;

Further that the Province of Ontario be requested to maintain and not diminish the core mandate of Conservation Authorities; and

That this resolution be forwarded to Premier Doug Ford, the Minister of the Environment, Conservation and Parks, the Minister of Natural Resources and Forestry, Conservation Ontario, the Association of Municipalities of Ontario and all Ontario municipalities.

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

Carried

8.2 Electric Vehicles for City Fleet

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Whereas on 2020 02 24, the City of Sault Ste. Marie was presented a greenhouse gas emissions inventory showing that 56% of the Corporation of the City of Sault Ste. Marie's greenhouse gas emissions come from fleet and equipment emissions; and

Whereas the City spends \$2.6M per year in both gasoline and diesel fuel for various fleet equipment;

Now Therefore Be It Resolved that staff be requested to investigate anticipated cost increases in terms of upfront costs for purchasing electric vehicles (where possible) on a go-forward basis when the City's fleet requires a new vehicle; and determine how much of the City's fuel-powered fleet and equipment could be converted to electric-powered fleet and equipment;

Further that said report consider how much the Corporation's greenhouse gas emissions would be reduced as a result of the gradual conversion from fuel-powered fleet and equipment to electric powered fleet and equipment.

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

8.3 Tree Planting

Moved by: Councillor M. Shoemaker

Seconded by: Councillor M. Scott

Whereas at the 2020 02 24 City Council meeting, Council received reports on a revised Community Development Fund as well as on the Community's Greenhouse Gas Inventory; and

Whereas part of the Community Development Fund consists of monies previously allocated to the Green Committee and the framework for the Community Development Fund still seeks submissions for environmental initiatives; and

Whereas City Council has endorsed the need to reduce greenhouse gases in the community as a strategy to fight climate change; and

Whereas planting trees is widely considered a simple and effective way of reducing the effects of greenhouse gases:

Now Therefore Be it Resolved that for the remainder of this term of City Council, any amount of the \$50,000 allocated in the Community Development Fund to environmental initiatives not used in a given budget year go toward the purchase of trees in the subsequent year, which trees should be planted in City parks or on City property by Public Works employees.

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

Carried

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 D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that all By-laws under item 11 of the Agenda under date 2020 03 09 be approved.

Carried

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

11.1.1 By-law 2020-65 (Agreement) Immigration, Refugees and Citizenship Canada Grant

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-65 being a by-law to authorize the execution of the Local Immigration Partnership Agreement between the City and her Majesty the Queen in Right of Canada, as

represented by the Minister of Immigration, Refugees and Citizenship Canada (IRCC) for the period of April 1, 2020 to March 31, 2025 be passed in open Council this 9th day of March, 2020.

Carried

11.1.2 By-law 2020-66 Summa Engineering SCADA Upgrades

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-66 being a by-law to authorize the execution of the Agreement between the City and Summa Engineering Limited for engineering services for computer hardware and SCADA upgrades be passed in open Council this 9th day of March, 2020.

Carried

11.1.3 By-law 2020-67 (Agreement) AECOM Fee Addendum SCADA

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-67 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for fee addendum for the SCADA system upgrades be passed in open Council this 9th day of March, 2020.

Carried

11.1.4 By-law 2020-68 (Agreement) STEM Engineering Group Connor Road culvert

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-68 being a by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for engineering services for the Connor Road culvert rehabilitation be passed in open Council this 9th day of March, 2020.

Carried

11.1.5 By-law 2020-69 (Agreement) CIMA Canada Inc. Traffic Engineering

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-69 being a by-law to authorize the execution of the Agreement between the City and CIMA Canada Inc. to provide professional traffic engineering services be passed in open Council this 9th day of March, 2020.

Carried

11.1.6 By-law 2020-70 (Road Cuts)

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-70 being a by-law to regulate Municipal Consent, Road Occupancy, Road Closure and Road Cuts within the City of Sault Ste. Marie be passed in open Council this 9th day of March, 2020.

Carried

11.1.7 By-law 2020-71 (User Fees) Amend User Fees By-law 2019-222

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-71 being a by-law to Amend User Fees By-law 2019-222 be passed in open Council this 9th day of March, 2020.

Carried

11.1.8 By-law 2020-72 (Delegation) Temporary Street Closures (Road Cuts)

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-72 being a by-law to delegate the authority for the temporary closure of all lanes of a particular Highway to vehicular traffic and to authorize the temporary occupancy of a Highway within the City or any part thereof for work or an activity other than a purpose for which the Highway was intended to the Director of Public Works, or his/her designate, pursuant to section 23.1 of the *Municipal Act, 2001* as amended be passed in open Council this 9th day of March, 2020.

Carried

11.1.9 By-law 2020-73 (Agreement) TULLOCH Engineering Waterfront Boardwalk

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-73 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. to provide engineering services associated with the repair of the Sault Ste. Marie Waterfront Boardwalk be passed in open Council this 9th day of March, 2020.

Carried

11.1.10 By-law 2020-75 (Agreement) New Horizons Seniors Funding

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-75 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Canada, as represented by The Minister of Employment and Social Development for funding in the amount of Sixteen Thousand Nine Hundred Sixty Nine (\$16,969.00) Dollars to support seniors activity programming be passed in open Council this 9th day of March, 2020.

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

14. Adjournment

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



His Worship Christian Provenzano, Mayor and City Councilors

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

March 19, 2020

Cc: Malcolm White, Chief Administrative Officer
Rachel Tyczinski, City Clerk
Shelley Schell, CFO/City Treasurer

Re: Covid-19 Unprecedented Times Unprecedented Measures Required

Dear: Mayor Provenzano and Councilors

As you and Council are well aware these are unprecedented times with significant potential for economic fallout. In particular the small business community is at high risk of being placed in a position of financial stress and potential failure to recover. These risks are amplified by, and associated with, maintaining employment where possible and ensuring that their employees are safe and not placed in a financial position that would jeopardize their and their family's wellbeing.

The small business owner does not have the same access to the social safety net that employees and the general population are eligible for in this great time of need. While many have suspended business operations there remains the requirement to cover daily expenses, expenses like mortgages or rent, hydro and facility services, as well as the need to continue payments for government remittances, employee benefits and other overheads such as property tax.

The Sault Ste. Marie Chamber of Commerce recommends that you Mayor Provenzano and Council, allow for the immediate deferment of all non-residential property taxes for the period of 3 months or as directed by those health professionals and the Province of Ontario ending the pandemic classification of Covid-19, and when the State of Emergency in Ontario is lifted. The Chamber also recommends that with the reinstatement of the property taxes that the deferred amount be payable over a 6 month period, allowing for adjustments to be made in their cash flow requirements based on this new reality.

This will able businesses a small buffer to ensure that they are to manage their business in a successful way that reduces the risk associated with Covid-19. Your support for the business community is recognized and appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read 'Carlo Spadafora'.

Carlo Spadafora, President

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

Rory Ring, CEO



March 19, 2019

Carlo Spadafora, President and Rory Ring, CEO
Sault Ste. Marie Chamber of Commerce
369 Queen Street East, Suite 1
Sault Ste. Marie, ON
P6A 1Z4

Carlo/Rory:

I have your letter of today's date.

As I expect you can appreciate, the City is working closely with all of its community partners as we collectively respond to the COVID – 19 pandemic. All of our current focus, effort and decisions are guided by the immediate goal of protecting and preserving the health of our own staff, our community and our community members. This will remain our priority for the near term.

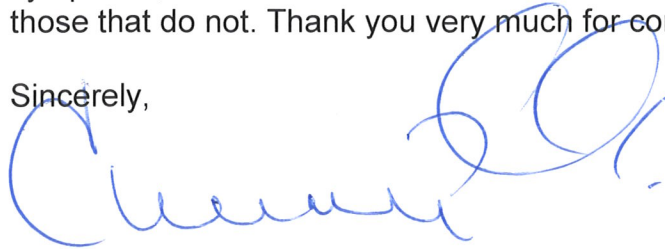
Notwithstanding, as I acknowledged through my public comments yesterday and as the City recognized through its press release and teleconference with small business today, the economic consequences of the pandemic response are going to be significant and take some time to work through. Our national, provincial and local economy is and will continue to be severely impacted and small business will no doubt bear a heavy burden. Speaking personally, I have been heartened by the response and resiliency of some of our local businesses. Their leadership has been commendable and they have set a tremendous example.

I assure you that a number of City Councillors have reached out to me with concerns about both businesses and residents and that there is a desire, across Council, to do what we can to support all of our ratepayers. In addition to non – residential taxes, we anticipate people may also struggle with residential taxes. Council will be considering some immediate measures at its meeting on Monday. Decisions on the broader measures you are recommending will have to be made in the context of the entire tax burden (residential/non – residential) and when Council has more clarity about the scale of the socioeconomic impact of the pandemic, the impact on our own budgeting/operation and the support available to our community through our Provincial and Federal partners.

1/2

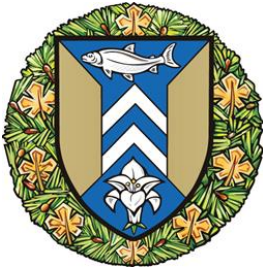
In the meantime, the City will continue to work with partners across our community to protect the health of our community and its members by attempting to slow the spread of the pandemic. In that respect, I recognize and appreciate the Chamber's communications to its membership about COVID - 19. It is important that all of us use our communication channels to promote education about COVID – 19 and its symptoms, self – isolation for those that have the symptoms and social distancing for those that do not. Thank you very much for contributing in that regard.

Sincerely,



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

Cc: Malcolm White, CAO
Rachel Tyczinski, City Clerk
Shelley Schell, Chief Financial Officer / City Treasurer
City Council



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

COUNCIL REPORT

March 23, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer &
Treasurer
DEPARTMENT: Corporate Services
RE: 2019 Honoraria and Expenses

PURPOSE

The purpose of this report is to provide a summary of 2019 Honoraria and Expenses.

BACKGROUND

In accordance with Section 284(1) of The Municipal Act, the Treasurer shall in each year on or before March 31 provide to council an itemized statement on remuneration and expenses paid in the previous year to:

- Mayor and Council, and
- Board and Committee Members

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

Honoraria and expenses are provided for in the approved budget.

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 Chief Financial Officer & Treasurer dated 2020 03 23 concerning 2019 Honoraria and Expenses be received as information.

Respectfully submitted,

A handwritten signature in cursive script, reading "Shelley Schell".

Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca

The Corporation of the City of Sault Ste. Marie
Finance Department

**Summary of Honoraria and Expenses paid during 2019
for Mayor & Council, Board and Committee Members**

Mayor			
C. Provenzano	- Honorarium	73,656.90	
	- Car Allowance	4,826.23	
		<u>78,483.13</u>	
	- Travel - Noront Meetings	1,213.74	
	- Steel Tariff Meetings	370.97	
	- Immigration and Recruitment Sessions	597.73	
	- FONOM Conference	213.60	
	- AMO Conference	96.68	
		<u>2,492.72</u>	80,975.85
Councillors			
M. Bruni	- Honorarium	23,670.39	
	- Car Allowance	2,680.36	
		<u>26,350.75</u>	26,350.75
P. Christian	- Honorarium	23,670.39	
	- Car Allowance	2,680.36	
		<u>26,350.75</u>	26,350.75
S. Hollingsworth	- Honorarium	23,670.39	
	- Car Allowance	2,680.36	
		<u>26,350.75</u>	
	- Travel - FONOM Conference	594.85	26,945.60
R. Niro	- Honorarium	23,670.39	
	- Car Allowance	2,680.36	
		<u>26,350.75</u>	26,350.75
M. Shoemaker	- Honorarium	23,670.39	
	- Car Allowance	2,680.36	
		<u>26,350.75</u>	26,350.75
D. Hilsinger	- Honorarium	23,670.39	
	- Car Allowance	2,680.36	
		<u>26,350.75</u>	26,350.75
L. Dufour	- Honorarium	23,670.39	
	- Car Allowance	2,680.36	
		<u>26,350.75</u>	26,350.75
C. Gardi	- Honorarium	23,670.39	
	- Car Allowance	2,680.36	
		<u>26,350.75</u>	
	- Travel - AMO Conference	1,303.28	27,654.03
L. Vezeau-Allen	- Honorarium	23,670.39	
	- Car Allowance	2,680.36	
		<u>26,350.75</u>	
	- Travel - AMO Conference	1,415.27	27,766.02
M. Scott	- Honorarium	23,670.39	
	- Car Allowance	2,680.36	
		<u>26,350.75</u>	26,350.75

**Summary of Honoraria and Expenses paid during 2019
for Mayor & Council, Board and Committee Members**

Committee of Adjustment

A. Gualazzi	- Honorarium	1,197.16
S. Meades	- Honorarium	989.04
J. Moore	- Honorarium	190.00
A. Rossi	- Honorarium	989.04
M. Rainone	- Honorarium	836.88
J. Greco	- Honorarium	836.88

Committee of Revision

N. Bailey	- Honorarium	50.00
E. Filice	- Honorarium	75.00
J. Young	- Honorarium	50.00
M. Rainone	- Honorarium	50.00

Fence Viewers Committee

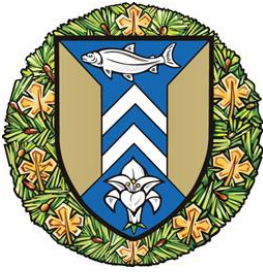
E. Filice	- Honorarium	25.00
S. Scott	- Honorarium	25.00
S. Tyczinski	- Honorarium	25.00

Police Services Board

C. Provenzano	- Honorarium	0.00
J.A. Bruno	- Honorarium	1,784.12
I. MacKenzie	- Honorarium	1,166.54
D. Hilsinger	- Honorarium	316.76
R. Webb	- Honorarium	1,784.12
S. Miles	- Honorarium	2,058.55
L. Vezeau-Allen	- Honorarium	0.00

Residential Standards Committee

E. Filice	- Honorarium	123.60
M. Poirier	- Honorarium	136.56
M. Szczepaniak	- Honorarium	143.62



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

COUNCIL REPORT

March 23, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tenders for Equipment – Group #1

PURPOSE

Attached hereto for your information and consideration are the summaries of the tenders received for the supply and delivery of various pieces of equipment required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tenders were publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held February 20, 2020 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment & Building Maintenance – Public Works and the low tendered prices, meeting specifications, have been indicated on their respective summaries.

FINANCIAL IMPLICATIONS

The total purchase price for this equipment replacement is \$660,837.62 including non-rebatable HST.

The Council approved 2020 Capital Budget for Public Works Equipment of \$1,384,500.00 included acquisition of this equipment.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 03 23 be received and the recommendation that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

One (1) 66000 GVW Tandem Plow Truck c/w Wing, Sander & Dump Box	TMS Truck Centre Ltd	\$278,494.00
One (1) Portable Asphalt Hot Box	Johnstone Brothers Equip.	\$41,495.00
One (1) 10-Ton Rubber Tired Excavator	Construction Equipment Company (Sault) Inc.	\$130,830.00
One (1) Four Wheel Drive Compact Sweeper	Cubex Ltd.	\$198,589.04

for a total amount of \$649,408.04, HST extra, be approved

Respectfully submitted,



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

FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Equipment Allocation: \$1,384,500

Received: February 20, 2020
File: 2020PWE-PWT-03-T

SUMMARY OF TENDERS
ONE (1) 66,000 GVW TANDEM PLOW C/W WING, SANDER, DUMP BOX

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
TMS Truck Centre Ltd. Sault Ste. Marie, ON	2021 Western Star 4700SB	145-160 w/days	1yr/unlimited Basic 5 yr/241,500 km Ext. Engine 1 yr. Equip. Pkg.	\$278,494.00	Meets Specifications

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

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

The total cost to the City will be \$283,395.49 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by TMS Truck Centre Ltd., be accepted.

Tim Gowans
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Equipment Allocation: \$1,384,500

Received: February 20, 2020
File: 2020PWE-PWT-04-T

SUMMARY OF TENDERS
ONE (1) 4-TON PORTABLE ASPHALT HOT BOX

<u>Firm</u>	<u>Option</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Amaco Construction Equipment Inc. Mississauga, ON		2020 Falcon 4T1B	60 w/days	2 Year Limited	\$38,889.00	Does not meet specifications
Cubex Ltd. Brantford, ON		2020 Novilco RCB4-AEM	42 w/days	12 Months	\$45,969.90	Does not meet specifications
Jade Equipment Company Ltd. Oro-Medonte, ON		2020 Spaulding Air Jacket Road Saver	58-80 w/days	12 Months	\$34,400.00	Does not meet specifications
Johnstone Brothers Equipment Corp. Brampton, ON	Opt. 1	2020 KM International KM8000T	30 w/days	2 Year Limited	\$41,495.00	Meets specifications without dump
	Opt. 2	2020 KM International KM8000T w/Dump Box Feature	30 w/days	2 Year Limited	\$49,075.00	Meets specifications with dump

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

The total cost to the City will be \$42,225.31 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted as Johnstone Brothers Equipment Corp. Opt. 1, be accepted.

Tim Gowans
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Equipment Allocation: \$1,384,500

Received: February 20, 2020
File: 2020PWE-PWT-05-T

SUMMARY OF TENDERS
ONE (1) 10-TON RUBBER TIRED EXCAVATOR

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Brandt Tractor Ltd. Lively, ON	2017 John Deere 190GW	30-50 w/days	5 yrs/5000 hrs	\$219,900.00	Meets specifications
Construction Equipment Co. (Sault) Inc. Sault Ste. Marie, ON	2020 Wacker Neuson EW100	85 w/days	2 yrs/2000 hrs	\$130,830.00	Meets specifications
Toromont CAT Sault Ste. Marie, ON	2019 Caterpillar M314F	45 w/days	1 year/unlimited hours	\$231,401.43	Meets specifications

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

The total cost to the City will be \$133,132.61, after trade-in allowance including the non-rebatable portion of the HST.

It is my recommendation that the tendered price, submitted by Construction Equipment Co. (Sault) Inc., be accepted.

Tim Gowans
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Equipment Allocation: \$1,384,830

Received: February 20, 2020
File: 2020PWE-PWT-06-T

SUMMARY OF TENDERS
ONE (1) FOUR WHEEL DRIVE COMPACT SWEEPER

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
CUBEX Ltd. Brantford, ON	2020 Mathieu MC210 Flex	100 w/days or less	2 years/1500 hours	\$198,589.04	Meets specifications

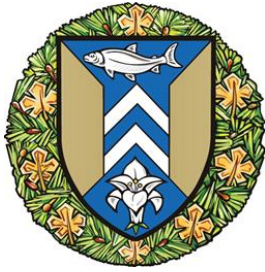
Note: The low tendered price, meeting specifications, is boxed above.

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

The total cost to the City will be \$202,084.21 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by Cubex Ltd., be accepted.

Tim Gowans
Manager of Purchasing



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

COUNCIL REPORT

March 23, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Lease of Four (4) Loaders

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Four (4) Articulated Front End Wheel Loaders required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tender was held February 20, 2020 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment & Building Maintenance – Public Works and the low tendered prices, meeting specifications, have been indicated on the attached summary.

Tendered pricing was requested for both leasing and purchase of this equipment. Finance and Public Works have reviewed the tenders submitted and recommend the lease option for this procurement.

FINANCIAL IMPLICATIONS

In the 2020 operating budget, the Public Works Hired Equipment allocation is \$722,000.00. Of that amount, \$300,000.00 is allocated to street plowing. The total lease costs for the initial winter season for four (4) Loaders will be \$88,719.25 including the non-refundable portion of HST and can be accommodated within this budget allocation. and maintenance agreements.

Tender for Lease of Four (4) Loaders

2020 03 23

Page 2

The leases will be for a fifty-four (54) month term commencing October 15, 2020 with thirty (30) periodic payments; and include extended warranties and maintenance agreements.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 03 23 be received, and the recommendation that the tender for the lease of Four (4) Articulated Front End Wheel Loaders, as required by Public Works and Engineering Services, be awarded to Tracks and Wheels at their tendered price including Maintenance Agreement and Extended Warranty of \$3,632.70 plus HST, per unit, for each periodic payment, be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Gowans', with a stylized flourish at the end.

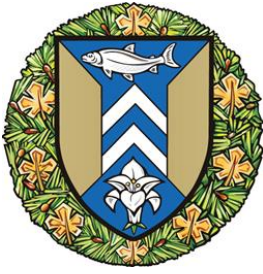
Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

SUMMARY OF TENDERS
LEASE OF FOUR (4) ARTICULATED FRONT END WHEEL LOADERS

<u>Firm</u>	<u>Make & Model</u>	<u>Warranty</u>	<u>Periodic Lease Rate/Unit</u> <u>(including mtce.)</u> <u>(HST extra)</u>	<u>Total Annual Cost/Unit</u> <u>(6 payments)</u> <u>(HST extra)</u>	<u>Remarks</u>
Brandt Tractor Ltd. Lively, ON	2020 John Deere 524L	for length of lease	\$5,498.05	\$32,988.30	Meets specifications Extra hours billed at \$40.00/hour
Hood Equipment Canada Rosslyn, ON	2020 Hyundai HL940TM	for length of lease	\$5,246.35	\$31,478.10	Meets specifications Extra hours billed at \$32.21/hour
Strongco Limited Partnership Lively, ON	2020 Volvo L60H	for length of lease	\$6,144.40	\$36,866.40	Meets specifications Extra hours billed at \$20.00/hour
Toromont Cat Sault Ste. Marie, ON	2020 Caterpillar 926M	for length of lease	\$5,078.50	\$30,471.00	Meets specifications Extra hours billed at \$30.46/hour
Tracks and Wheels Val Caron, ON	2020 Case 621G ZBAR T4F	for length of lease	\$3,632.70	\$21,796.20	Meets specifications Extra hours billed at \$45.00/hour

Note: The low tendered price, meeting specifications, is boxed above; leasing will be for a 54 month period - 30 periodic payments.
The actual cost to the City for 4 loaders will be \$88,719.25 annually (6 payments) including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by Tracks and Wheels, be accepted.

Tim Gowans
Manager of Purchasing



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

COUNCIL REPORT

March 23, 2020

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: 73 Brock Street Acquisition

PURPOSE

The purpose of the report is to seek Council approval of the acquisition of 73 Brock Street (currently known as the Union Cab building) from 9391088 Canada Inc.

BACKGROUND

As Council is aware, staff is advancing the development of the downtown plaza project. As part of this project, staff is anticipating the potential relocation of the farmers' market.

Staff had an appraisal undertaken for the property at 73 Brock Street as well as a building condition assessment. Based on these two reports, staff have negotiated a purchase price for this facility and is recommending the City proceed to acquire the property.

ANALYSIS

Staff had an appraisal undertaken for the property at 73 Brock Street which valued the property at \$375,000.00. The City also completed a building condition assessment. Based on these two reports, staff have negotiated a purchase price for this facility and is recommending the City proceed to acquire the property for the sum of \$385,000.00. The amount is reasonable considering the appraisal, legal fees/disbursements to be paid and the fact that the property owner will incur relocation expenses.

The Agreement of Purchase and Sale provides the City with the opportunity to complete environmental investigations to satisfy itself regarding the status of the property. It also requires the Seller to consolidate the title of 73 Brock Street with that of 64 Bingham in advance of the closing date so that the properties will be transferred as one consolidated piece.

The location of the market is an important consideration for the design of the plaza and provides an opportunity to maximize the synergies that exist between the plaza and market. The design team working on the plaza is working to integrate these two important community assets and take a strategic approach in future development. Best practices from other locations and the recommendations from Roger Brooks included the concept that plazas and public markets should be “joined at the hip”.

City staff toured the Board of Directors from Mill Market Sault Ste. Marie through the building. The Board has passed a resolution in support of locating the market at 73 Brock Street (Attachment A – Mill Market Support Resolution) and expressed enthusiasm for the location and a number of benefits it can provide. Staff will work closely with Mill Market Sault Ste. Marie to plan out the requirements along with design and operational considerations for this future transition. This will take some time to undertake and staff will report back to Council at a future date with more details.

FINANCIAL IMPLICATIONS

The total cost to the City to acquire the Subject Property is estimated at \$395,000.00 including any related legal fees. The property purchase is recommended to be funded from the Property Purchase Reserve Fund. The Property Purchase Reserve Fund currently has a balance of approximately \$600,000.

STRATEGIC PLAN / POLICY IMPACT

This acquisition aligns directly with several areas of the Corporate Strategic Plan including:

Quality of Life – Vibrant Downtown Areas – We are striving to create a vibrant downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City. And also, “Promote and Support Arts and Culture.”

Community Development and Partnerships – Develop partnerships with key stakeholders

RECOMMENDATION

It is therefore recommended that Council take the following action:

City Council authorize the acquisition of 73 Brock Street for the sum of Three Hundred Ninety Five (\$395,000.00) Dollars and all costs related thereto, and that funding of \$395,000 from the Property Purchase Reserve Fund be approved. By-law 2020-77 appears elsewhere on the agenda for Council approval.

73 Brock Street Acquisition

2020 03 23

Page 3.

Respectfully submitted,

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

Tom Vair

Deputy CAO

Community Development & Enterprise Services

(705)759-5264

t.vair@cityssm.on.ca

APPENDIX A



**MILL MARKET
SAULT STE. MARIE**

March 12, 2020

Tom Vair
Deputy CAO
Community Development and Enterprise Services

RE: 73 Brock St. Property Acquisition

Dear Mr. Vair,

On behalf of the Mill Market Sault Ste. Marie Board I am pleased to provide the resolution below that has been approved by the Board:

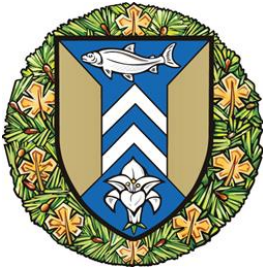
"Resolved that Mill Market Sault Ste. Marie Board support the City's purchase of the 73 Brock St property (Union Cab – 2 Buildings). This space will become the new home for the Market and the City will maintain the existing lease terms that are currently in place. The Market will apply for funding to aid in leasehold improvements to transition the space and the City will aid in this endeavor where appropriate. The Market is looking forward to being a major component of the Plaza space and in providing a valuable service to our Community."

Yours truly,

A handwritten signature in blue ink, appearing to read 'B. Lamming', with a long horizontal stroke extending to the right.

Brent Lamming
Mill Market Sault Ste. Marie – Board Chair

cc. Mill Market Sault Ste. Marie Board



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

COUNCIL REPORT

March 23, 2020

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: 516-526 Bay Street Property Acquisition

PURPOSE

The purpose of the report is to seek Council approval of the acquisition of 516-526 Bay Street from Bibba Enterprises Limited..

BACKGROUND

As Council is aware, staff is advancing the development of the downtown plaza project.

Staff had an appraisal undertaken for the property at 516-526 Bay Street which valued the property at \$200,000.00. Based on this report, staff has negotiated a purchase price for this facility and is recommending the City proceed to acquire the property for the appraised value of \$200,000.00.

The Agreement of Purchase and Sale provides the City with the opportunity complete environmental investigations to satisfy itself regarding the status of the property. The Seller is also permitted to remove windows and other items from the property at its sole liability and cost at a time mutually agreed to by the City.

ANALYSIS

The property at 516-526 Bay Street site offers strategic advantages to the plaza development. The location is adjacent to the plaza and acquiring the property will help:

- Improve the appearance and aesthetics of the site
- Improve traffic flow and parking for the downtown plaza
- Provide additional space which provides flexibility for the layout of the plaza

Working with Brook McIlroy (the design consultants hired to undertake the detailed planning of the plaza), staff have confirmed that the 516-526 Bay Street property offers strategic advantages to the plaza development. Staff is

recommending the City proceed with the acquisition of 516-526 Bay Street to enable the finalization of the plaza design and provide the benefits described above.

FINANCIAL IMPLICATIONS

As Council is aware, staff is advancing the development of the downtown plaza project. Staff had an appraisal undertaken for the property at 516-526 Bay Street which valued the property at \$200,000.00. Based on this report, staff has negotiated a purchase price for this facility and is recommending the City proceed to acquire the property for the appraised value of \$210,000.00 including any related legal fees.

The Agreement of Purchase and Sale provides the City with the opportunity complete environmental investigations to satisfy itself regarding the status of the property. The Seller is also permitted to remove windows and other items from the property at its sole liability and cost at a time mutually agreed to by the City.

STRATEGIC PLAN / POLICY IMPACT

This acquisition aligns directly with several areas of the Corporate Strategic Plan including:

Quality of Life – Vibrant Downtown Areas – We are striving to create a vibrant downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City. And also, “Promote and Support Arts and Culture.”

Community Development and Partnerships – Develop partnerships with key stakeholders

RECOMMENDATION

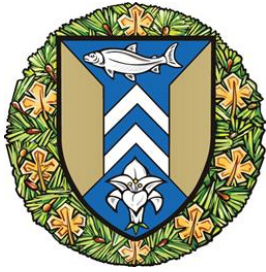
It is therefore recommended that Council take the following action:

City Council approve the acquisition of 516-526 Bay Street for a sum of Two Hundred and Ten Thousand Dollars (\$210,000.00) and all costs related thereto. By-law 2020-78 appears elsewhere on the agenda for Council approval.

Respectfully submitted,



Tom Vair
Deputy CAO
Community Development & Enterprise Services
(705)759-5264
t.vair@cityssm.on.ca



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

COUNCIL REPORT

March 23, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, CAO
DEPARTMENT: Chief Administrative Officer
RE: COVID-19 Update and Next Steps

PURPOSE

To advise Council of developments to date concerning the COVID-19 pandemic and to recommend a number of actions for Council approval.

BACKGROUND

A brief summary of our corporate response to date is as follows:

- Staff planning for the pandemic in place since late February/early March – corporate response guided by our Pandemic Response Guideline and the Emergency Planning Committee.
- Working closely with Algoma Public Health to amplify community messaging and institute a community helpline (advisory attached).
- Assessing and implementing new cleaning protocols in facilities and workplaces.
- Closing facilities and adjusting service levels on a staged basis reflecting the constantly changing community health situation.
- Allowing staff expanded access to banked time (sick leave, vacation, time-in-lieu) to deal with self-isolation measures, caregiver requirements and adjusted service level requirements.
- Revising business processes such as purchasing to prioritize pandemic response activities
- Redeploying staff to meet new requirements and work from home arrangements to reduce workplace exposure.

ANALYSIS

The main focus of staff to date has been to adjust service levels to reflect current needs and implement community health initiatives (ie social distancing, cleaning protocols) to our facilities and service vehicles. This has been especially challenging in our Transit Services area, who have had to be very engaged in maintaining a necessary service while implementing the requirements for operator and public safety.

I need to commend all City staff for the co-operation, commitment and creativity they have shown in meeting the constant stream of challenges that the pandemic has presented. All areas of the corporation are pitching in during a time of significant community stress and increased obligations in their personal lives.

While our main efforts are to support public health requirements, we have certainly been aware of the significant financial consequences the pandemic has caused for local businesses and residents.

To that end, staff have created a business helpline and held a teleconference with over 90 business participants to convey information concerning business support from the Federal and Provincial government and to hear current issues and concerns (advisory attached).

In addition to the business helpline, staff is recommending the following initial steps to ease the current financial burdens being experienced in the community:

- 1) Waiving property tax interest and penalty provisions until May 31st. This would apply mainly to our next due date (May 5th). Pre-authorized payments (PAP) are not impacted by this measure – if a taxpayer on the PAP is affected they would need to cancel if the payment schedule cannot be maintained.
- 2) Waiving interest and penalty provisions for remittance of the Municipal Accommodations Tax until June 30th.
- 3) Waiving interest on accounts receivable until June 30th.

These are initial steps only. Once we move our focus from community health measures to the financial impacts to the community, there will be more opportunity to assess business and community needs and supports from other levels of government to refine our approach.

FINANCIAL IMPLICATIONS

Due to current operational requirements staff have not had time to assess the financial impacts of these measures. Staff are tracking the expenses and forgone revenue associated with the pandemic and will provide a summary to Council at a later date.

STRATEGIC PLAN / POLICY IMPACT

These are operational matters not linked to the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant by-laws 2020-79, 2020-80 and 2020-82 are listed elsewhere on the agenda and recommended for approval.

Respectfully submitted,



Malcolm White

CAO

705.759.5347

cao.white@cityssm.on.ca



SAULT STE. MARIE

News Release

For Immediate Release

City of Sault Ste. Marie supports residents through COVID-19 community hotline

Sault Ste. Marie, ON (2020 03 19) – The City of Sault Ste. Marie is committed to protecting the health and safety of the community and has set up a community hotline for residents to find programs and services aimed at helping those impacted by the COVID-19 pandemic.

The number to call is 705-574-1220 or email hotline@cityssm.on.ca.

The mandate of the hotline is to offer a staffed community support line that provides:

- Information and referrals to accurate information sources
- Referrals to service providers who can meet a request
- Services for cases that cannot be assisted through other methods.

“The health and safety of residents is our foremost priority, and we will continue to look for ways to provide the support people need. I want our community members to know that we are there for them, and we will be there for them as we deal with the COVID-19 pandemic,” said Mayor Christian Provenzano.

“These supports are intended to connect residents with tools for addressing immediate needs whether it be access to services for those in isolation who need help with delivering groceries, prescription refills or drop offs or just referrals to appropriate services,” says Malcolm White, CAO, City of Sault Ste. Marie.

“We are fortunate to live in a caring community. As neighbours, family members, residents and friends, we must all do our part as one city to support each another during this time.”

The hotline will be available seven days a week from 8:30 a.m. – 4:30 p.m. For the most current information pertaining to updates from the City of Sault Ste. Marie and service delivery visit www.saultstemarie.ca/covid19.

For accurate information about the coronavirus outbreak from current and reliable sources visit the sites below:

[Algoma Public Health](#)
[Ministry of Health](#)
[Public Health Ontario](#)
[Public Health Agency of Canada](#)
[World Health Organization](#)

-30-

Media Contact:

Tessa Pino-Vecchio
Corporate Communications
City of Sault Ste. Marie
705-759-5396
t.vecchio@cityssm.on.ca



SAULT STE. MARIE

News Release

For Immediate Release

City offers support services for local businesses impacted by COVID-19 outbreak

Sault Ste. Marie, ON (2020 03 20) – The City of Sault Ste. Marie recognizes the economic effects of the COVID-19 pandemic on local businesses and is committed to facilitating resources to assist those affected. To provide support, the City has created a business hotline.

The number to call is 705-574-1230 or email businessinfo@cityssm.on.ca

The City has also compiled a list of resources on its website that identifies different levels of government and organizations that provide assistance. This page will be updated regularly as more information becomes available. Businesses are encouraged to visit www.saultstemarie.ca/covid19businesses.

“We recognize the economic consequences of the COVID-19 pandemic are going to be significant, and businesses – both large and small – will bear a heavy burden. The City is committed to providing assistance, and we will continue to examine our options and look for ways to do so. I have been heartened by the response and resiliency of some of our local businesses. Their leadership has been commendable and they have set a tremendous example,” said Mayor Christian Provenzano.

“These supports are intended to connect businesses with tools for addressing needs whether it be access to programs, loans, continuity plans and remote working. We must all do our part to support one another during this time,” said Tom Vair, Deputy CAO, Community Development and Enterprise Services.

The Business Service hotline is available Monday to Friday from 8:30 a.m. – 4:30 p.m.
For the most current information pertaining to updates from the City of Sault Ste. Marie
and service delivery visit www.saultstemarie.ca/covid19

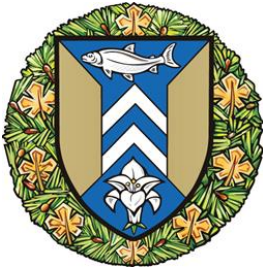
-30-

Media Contact:

Tessa Pino-Vecchio
Corporate Communications
City of Sault Ste. Marie
705-759-5396
t.vecchio@cityssm.on.ca

Business Hotline Contact:

Tom Vair
Deputy CAO, Community Development and Enterprise Services
City of Sault Ste. Marie
705-759-5264
t.vair@cityssm.on.ca



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

COUNCIL REPORT

March 23, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Patrick Lo, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-2-20-Z 305 Selby Road (Michael Savino)

PURPOSE

The applicant, Michael Savino, is applying to rezone the subject property to permit a one-storey semi-detached dwelling with attached garages.

PROPOSED CHANGE

The applicant is seeking to rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S), with a Special Exception to reduce the number of required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces.

Subject Property

- Location: On the south side of Selby Road, approximately 50m east of the intersection of Selby Road and Korah Road.
- Approximate size: Rectangular lot with 21.3m (70.0') of frontage along Selby Road and 32.3m (106.1') of depth, totalling 691m² (7,436 sq. ft.) in area.
- Present use: Vacant land.
- Owner: Michael Savino.

BACKGROUND

There have been no previous Planning applications on the subject property, which was formerly occupied by a single detached dwelling.

ANALYSIS

Site Context

The subject property is located in an established west-end residential neighbourhood north of Second Line West and east of Korah Road. While most of the buildings surrounding the subject property are single detached dwellings, there are semi-detached dwellings further east (approximately 84m) along Selby Road as well as further north (approximately 214m) along Korah Road. The property is

within walking distance to commercial amenities on Second Line West, including grocery stores, pharmacies and restaurants, as well as Our Lady of Lourdes Catholic School on Prentice Avenue.

Rationale for Zoning Change

A change from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3) is needed to permit use of the subject property for a semi-detached dwelling. Planning supports this change because replacement of a single detached dwelling – which was demolished by the applicant in the past year due to its poor state – with a semi-detached dwelling represents appropriate small-scale infill development and residential intensification in an area well-served by municipal infrastructure and community amenities.

Planning also supports the Special Exception to reduce the number of required parking spaces from 3 spaces to 2 spaces. The two proposed single-storey semi-detached dwelling units are relatively small in nature (approximately 1,100 sq. ft. according to submitted materials) and are similar to townhouse units. Therefore, it is staff's opinion that a single-car attached garage as proposed is sufficient for each of the two units.

No other variances to Zoning By-law regulations are needed.

Conformity with the Official Plan (OP)

The subject property is presently designated Residential in the Official Plan. This application conforms with the Official Plan, and in particular aligns with the following:

- Housing HO.1: *Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.*
- Land Use – Residential R.1: *A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.*
- Land Use – Residential R.4: *Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.*
- Land Use – Residential R.5: *Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.*

With regards to natural resources and environmental constraints, the subject property is located within a Wellhead Protection Area. Specifically, it is within "WHPA-B" – the 2 Year Time of Travel catchment zone for the Steelton municipal water well located at Second Line West and First Avenue. As per the Sault Ste. Marie Region Sourcewater Protection Plan, the proposed semi-detached dwelling is not considered a land use or activity that would pose a significant threat to the City's drinking water system.

With regards to natural hazards, there is presence of Lacustrine Clay on the subject property. However, this is not an issue, since the subject property is serviced by municipal sewage service and there is no need for a domestic sewage system (i.e. septic) on the subject property.

With regards to archaeological resources, there is no identified archaeological potential on the subject property.

Conformity with the Provincial Policy Statement (PPS)

This application conforms with the Provincial Policy Statement, and in particular aligns with the following:

- 1.1.3.2 (b) *Land use patterns within settlement areas shall be based on [...] a range of uses and opportunities for intensification and redevelopment...*
- 1.1.3.4 *Appropriate development standards should be promoted which facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety.*
- 1.4.3 *Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents [...] by:*
 - *(b) permitting and facilitating [...] all forms of residential intensification [...] and redevelopment...*
 - *(c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs.*
 - *(d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed.*

Conformity with the Growth Plan for Northern Ontario (GPNO)

This application conforms with the Growth Plan for Northern Ontario, and in particular aligns with the following:

- 3.4.3 *Municipalities are encouraged to support and promote healthy living by providing for communities with a diverse mix of land uses, a range and mix of employment and housing types, high-quality public open spaces, and easy access to local stores and services.*

Department and Agency Comments

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

- No comments or objections: Legal, Public Works, Building Division, Community Development and Enterprise Services, Economic Development Corporation, PUC Services, Fire Services, Sault Ste. Marie Region Conservation Authority, Municipal Heritage Committee, Accessibility Advisory Committee.

- See attached comments from Engineering Services.

Engineering staff commented that:

- There is one sanitary lateral in service to the subject property. This means that if in the future the applicant wants to sever the property, a second lateral may be required along with potential easements.
- There is an existing swale/ditch along the east property line and near the west property line – this should be considered in grading design.
- A culvert fee may apply for the proposed new entrance and culvert.

The applicant has been made aware of Engineering staff's comments, and no issues are anticipated. The applicant currently has no intention of severing the subject property, as they intend the proposed semi-detached dwelling to be a rental property.

Public Input and Neighbourhood Meeting

A neighbourhood meeting was hosted by the applicant in the evening of Thursday, February 27, 2020 at the Northern Community Centre. The applicant invited by mail all property owners within 120 metres of the subject property. No neighbours attended this meeting; however, both Ward 4 Councillors attended.

Official public notice for this application was given through an advertisement on Saturday, February 29, 2020 in the Sault Star and also through ordinary mail to all property owners within 120 metres of the subject property.

To date, no written submissions have been received. Staff did have phone conversations with two neighbouring property owners:

- One homeowner on Hampton Road, to the rear of the subject property, contacted staff to inquire about the proposed tenure of the semi-detached dwelling, which is market rental housing. They also inquired about property maintenance for the proposed dwelling; however, property standards and yard maintenance issues are beyond the scope of this Planning application.
- Another homeowner on Korah Road, whose property abuts the subject property, expressed their desire to see an existing deteriorating fence be replaced by a new fence to provide privacy. There is no requirement in the Zoning By-law for property owners to provide fencing or other visual screening between two residentially zoned lots (unless there is a loading space for a large apartment building). That being said, staff have raised this matter with the applicant, and the applicant has met with this homeowner and has come to a mutual agreement to replace the fence.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

Summary

The applicant, Michael Savino, is applying to rezone the subject property to permit a one-storey semi-detached dwelling with attached garages. Specifically, the applicant seeks to rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S), with a Special Exception to reduce the number of required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces.

Planning staff are in support of the application because the proposal represents appropriate small-scale infill development and residential intensification in an area well-served by municipal infrastructure and community amenities. In addition, this application conforms with the Official Plan, the Provincial Policy Statement and the Growth Plan for Northern Ontario.

Input received from commenting departments and neighbouring property owners do not indicate any issues with the approval of this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

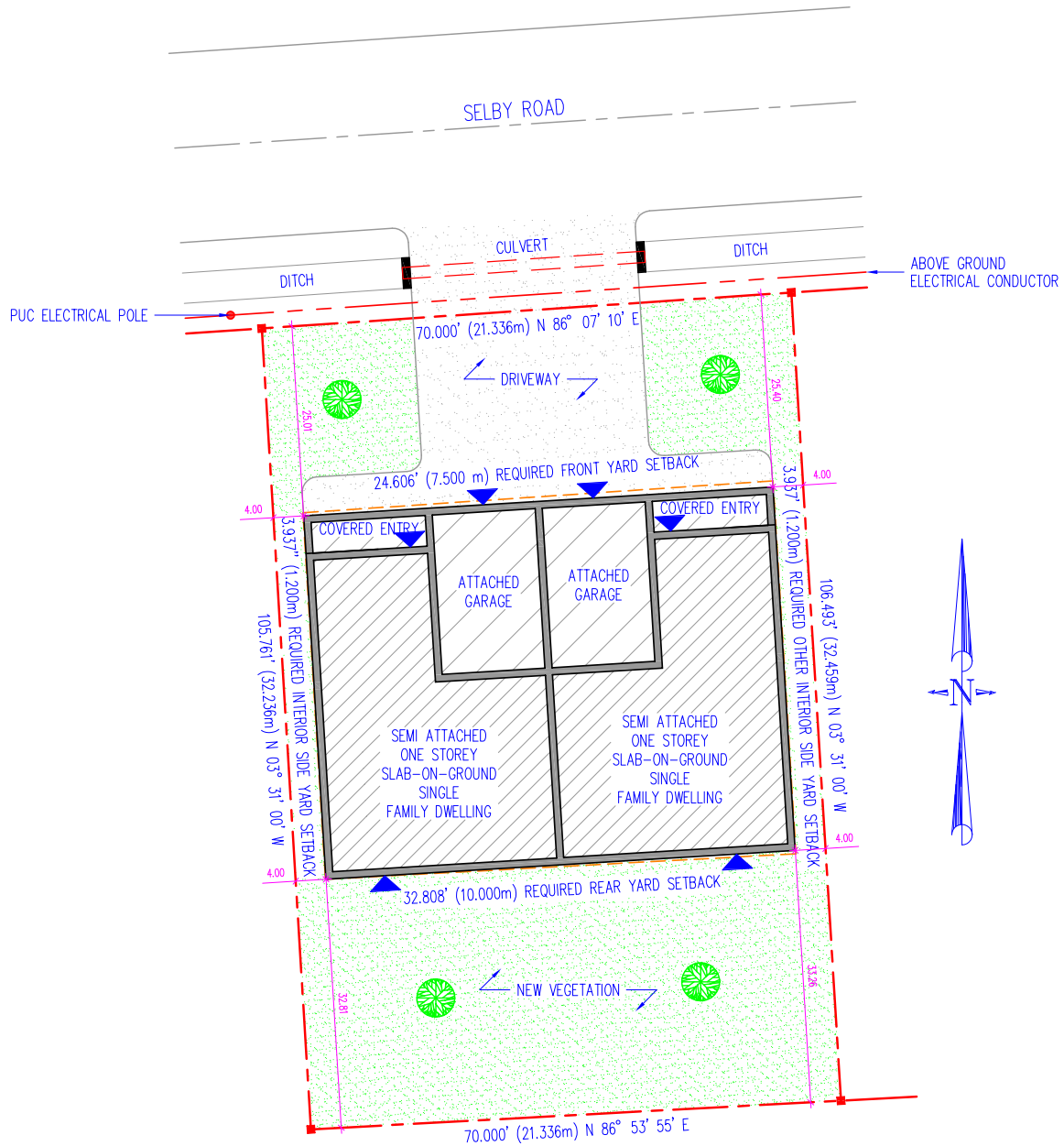
Resolved that the report of the Junior Planner dated 2020 03 23 concerning Rezoning Application A-2-20-Z (305 Selby Road) be received, and that Council approve the application by rezoning the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S), with a Special Exception to reduce the number of required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces.

By-law 2020-82 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Patrick Lo
Junior Planner
705.759.5373
p.lo@cityssm.on.ca



SITE PLAN

SCALE: 1:15

CUTTING EDGE DESIGNS

QUALITY DESIGNS AND DRAFTING

SAVINO SEMI

SITE PLAN

S-1

NOTES:

CONTRACTOR TO VERIFY ALL INFORMATION ON DRAWING PRIOR TO STARTING CONSTRUCTION. ANY DISCREPANCIES IN THIS INFORMATION MUST BE REPORTED TO THE DESIGNER PRIOR TO BEGIN PROCEEDING. DO NOT ATTEMPT TO SCALE THIS DRAWING.

THIS DRAWING SHALL ONLY BE USED FOR THE PURPOSE LISTED BELOW

PRELIMINARY ☐
REVIEW ☐
PERMIT ☐
CONSTRUCTION ☐

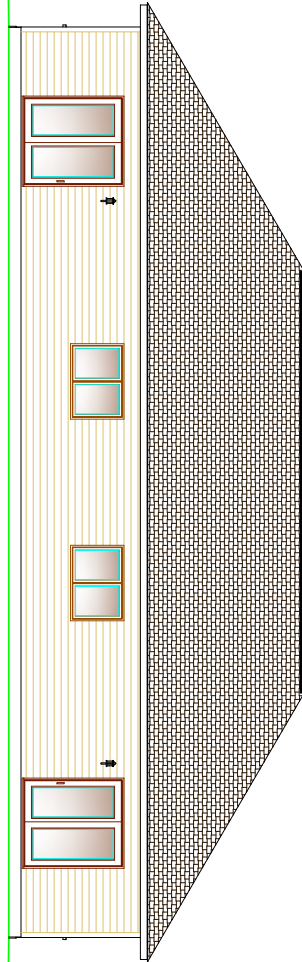
#	DATE	REVISIONS

SCALE: 1:15
DATE: FEBRUARY 2020
DRAWN BY: F. BENTON/VALE, MARK, CHLOE, BOB
CUTTING EDGE DESIGNS/2020/Savino

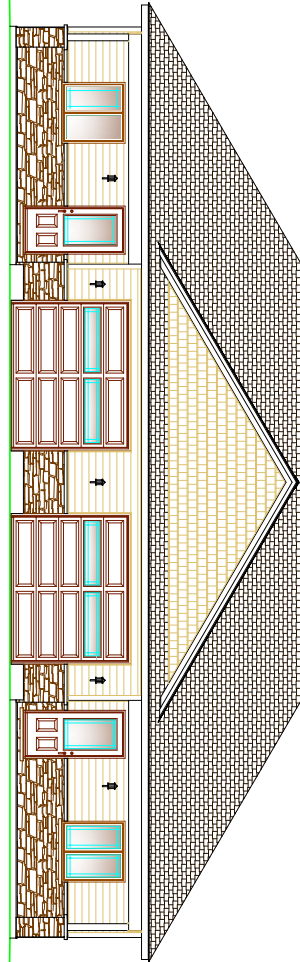
PROJECT: SAVINO SEMI
PLAN TITLE: SITE PLAN

DRAWING # S-1

REAR ELEVATION



FRONT ELEVATION



CUTTING EDGE DESIGNS

***** QUALITY DESIGNS & DRAFTING *****

HEAD OFFICE
41 PARKWOOD DRIVE
SAULT STE. MARIE, ONTARIO
CANADA, P6A 3K6
PHONE: (505) 815-4411
EMAIL: cuttingedgeinfo@bell.net

NOTES

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PRELIMINARY ☒
ESTIMATE ☐
PERMIT ☐
CONSTRUCTION ☐
ANY USE OTHER THAN WHAT IS NOTED ABOVE YOUR DESIGNER OF ANY RESPONSIBILITY AND/OR LIABILITY FOR THIS DRAWING

#	DATE	REVISION
1	2024-01-21	CHANGES TO ROOF PITCHES

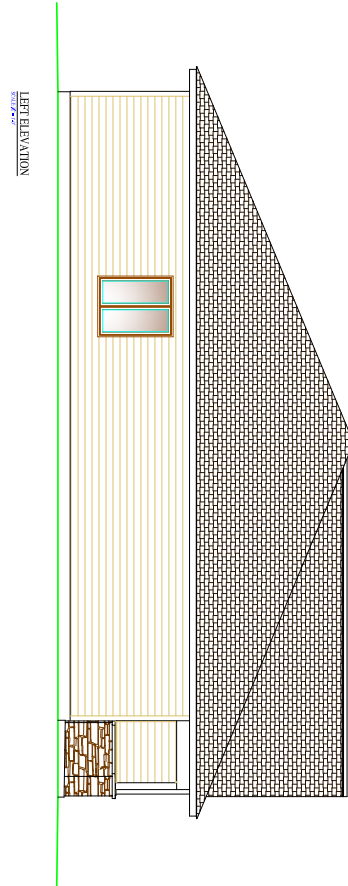
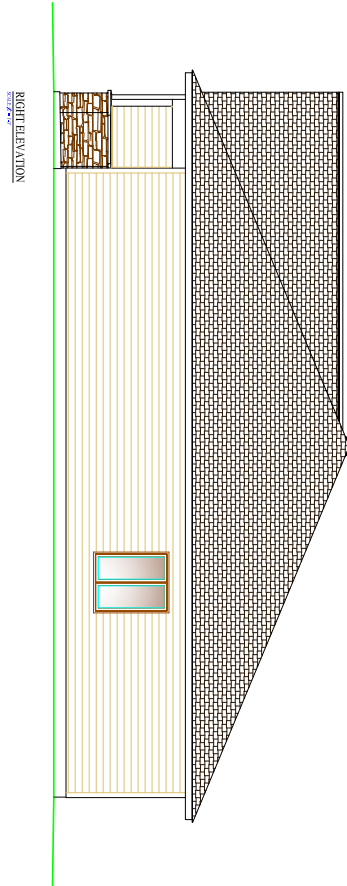
SCALE: 1/4" = 1'-0"
DATE: JANUARY 23rd, 2020
DRAWN BY: FRANK BENTROVATE, MARCH 1980
FILE NAME: Cutting Edge Designs \2020\ Services

PROJECT: SAVINO SEMI

PLAN: FRONT & REAR ELEVATIONS

DRAWING #

A-1



CUTTING EDGE DESIGNS

**** QUALITY DESIGNS & DRAFTING ****

HEAD OFFICE
41 PARKWOOD DRIVE
SALISBURY, MAINE, ONTARIO
CANADA, N0A 1S0
PHONE: (505) 815-4411
FAX: (505) 815-4411
cuttingedgedesigns@bell.net

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THIS DRAWING SHALL ONLY BE USED FOR THE PURPOSE LISTED BELOW:

PRELIMINARY ☒
ESTIMATE ☐
PERMIT ☐
CONSTRUCTION ☐
ANY USE OTHER THAN WHAT IS NOTED ABOVE YOUR DESIGNER OF ANY RESPONSIBILITY AND/OR LIABILITY FOR THIS DRAWING

#	DATE	REVISION
1	2024-01-21	CHANGES TO ROOF PITCHES

SCALE: 1/4" = 1'-0"

DATE: JANUARY 23rd, 2020
DRAWN BY: FRANK BENTROVATE, MARCH 2020
FILE NAME: Cutting Edge Designs (2020) Services

PROJECT:	SAVINO SEMI
PLAN:	LEFT & RIGHT ELEVATIONS

DRAWING #	A-2
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**The Corporation of the
City of Sault Ste. Marie**



**Public Works &
Engineering Services**

2020 03 10

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-2-20-Z
305 Selby Road
Mike Savino.

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

- There is one sanitary lateral to service to this property. If in the future the Owner wants to sever into two properties, a second lateral may be required to separate the flow from the individual residences and easements may be required if a lateral for one property crosses and adjacent property.
- Our records indicate an existing swale/ditch along the east property line and near the west property line. Grading design should take that into consideration.
- A new entrance and culvert is proposed. A culvert fee may apply.

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

A handwritten signature in black ink, appearing to read 'Maggie 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)\Rezoning\2020\A-2-20-Z 305 Selby (Mike Savino)\GIS\A-2-20-Z_AerialMap_Feb2020_8x11_V1.mxd

Application Map Series

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

Property Information

Civic Address: 305 Selby Road
 Roll No.: 050018061000000
 Map No.: 80/1-90
 Application No.: A-2-20-Z
 Date Created: February 20, 2020

Legal Department Reference

Legend

- Subject Property - 305 Selby Road
 Parcel Fabric

Page 58 of 136



**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 2.5 5 10 Meters
 1:750



**Subject
Property**



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-2-20-Z 305 Selby (Mike Savino)\GIS\A-2-20-Z_SubjectPropertyMap_Feb2020_6x11_V1.mxd

Application Map Series ☒ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment	Legal Department Reference	 SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca <i>This map is for general reference only</i> Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983 0 2.5 5 10 Meters 1:750 
Property Information Civic Address: 305 Selby Road Roll No.: 050018061000000 Map No.: 80/1-90 Application No.: A-2-20-Z Date Created: February 20, 2020	Legend  Subject Property - 305 Selby Road  Parcel Fabric Page 59 of 136	

Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-2-20-Z_305 Selby (Mike Savino)\551A-2-20-Z_ZoningMap_Feb2020_8x11_V1.mxd

Application Map Series

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

Property Information

Civic Address: 305 Selby Road
 Roll No.: 050018061000000
 Map No.: 80/1-90
 Application No.: A-2-20-Z
 Date Created: February 20, 2020

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 | Named Use - Commercial Dock |

Page 60 of 136



**SAULT
STE. MARIE**

Planning and Enterprise Services

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

This map is for general reference only

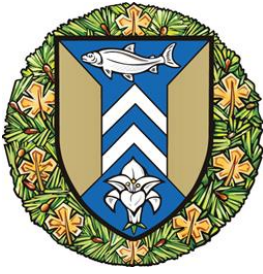
Orthophoto: None

Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983

0 2.5 5 10 Meters

1:750





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

COUNCIL REPORT

March 23, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-3-20-Z 36 Wright Street (BDI Holdings Limited)

PURPOSE

BDI Holdings Limited (c/o Shawn Spurr) has submitted a rezoning application to permit a single-storey 4-unit multiple-attached dwelling (townhouse).

PROPOSED CHANGE

An amendment to Zoning By-law 2005-150 to rezone the property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with the following special exceptions:

- a. Permit parking spaces in the required front yard.
- b. Reduce the required front yard setback from 7.5 metres to 5.8 metres.
- c. Reduce the required rear yard setback from 10 metres to 6.7 metres.

Subject Property

- Location – Approximately 100 metres east from the intersection of Wright Street and Goulais Avenue.
- Approximate Size – 1,674 m² (0.41 ac.), 32 m (105 ft.) of frontage along Wright Street with a depth of 25 m (82 ft).
- Present Use – Vacant.
- Owner – BDI Holdings Limited.

BACKGROUND

In 1993, City Council approved an application to rezone the subject property from P.D. (Planned Development Zone) to R.6.S (Sixth Density Residential Zone) with a special exception to permit a two-unit residential dwelling on the property (formerly known as 34 and 36 Wright Street). However, the development never materialized.

ANALYSIS

The subject property is located on the southern end of the Wright Street cul-de-sac. To its north, west and south sides are single-family homes. To its east is a City-owned property containing part of the Central Creek flood control channel.

As per the site plan, the proposed single-storey building will consist of 4 two-bedroom townhouses. The building footprint of the townhouse is approximately 418 sq. m. Two corner units have an attached garage.

Building elevations illustrate gabled roofs with a series of peaks marking each unit's entrance. The building's height will be approximately 6 metres. Exterior building materials will consist of vinyl siding and brick.

The proposed lot coverage is not a far departure from what currently exists on other Wright Street properties – even when discounting the narrow portion of the subject property in the calculation. The proposed building is orientated in a manner consistent with the homes across the street.

A 10-metre wide City boulevard containing a ditch separates the subject property from the paved portion of the street, softening the proposed development's presence from the street.

The proposed development is compatible with the character of the surrounding area and no neighbourhood impacts are anticipated with the approval of this application. The requested variances are appropriate.

Planning staff recommends designating the property as an area of Site Plan Control. This will provide staff a further opportunity to review the general layout of the property to better ensure compatibility with the surrounding area, including building design, site access, waste storage, parking and landscaping.

Policy Considerations

The Provincial Policy Statement 2014 (PPS) and Growth Plan for Northern Ontario 2011 (GPNO) provide policy direction on matters of provincial interest related to land use planning and establish a framework for managing growth in Northern Ontario. The City's Official Plan (OP) is a guide to manage and direct the physical change and development of the community.

Council's decision must be consistent with the policies found in the PPS and the OP and either conform or not conflict with the GPNO. The proposed amendment has been reviewed against these policies and is consistent as follows:

Official Plan:

The Official Plan designates this site as Residential. The following land use policies apply:

Housing

HO.1: Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.

Residential

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

R.4: Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5: Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

Archaeological Resources

As per Policy 2, the property is identified as having archaeological potential; however, aerial imagery demonstrates that extensive soil disturbance has occurred in the past and therefore, an archaeological assessment is not required.

This proposal is consistent with the Official Plan.

Provincial Policy Statement 2014:

1.1.1 Healthy, liveable and safe communities are sustained by:

a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;

b) accommodating an appropriate range and mix of residential...;

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

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market by:

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current or will be available to support current and projected needs;

d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed.

This proposal is consistent with the Provincial Policy Statement.

Growth Plan for Northern Ontario 2011:

3.4.3 Municipalities are encouraged to support and promote healthy living by providing for communities ... a range and mix of ... housing types...

4.3.3 Economic and service hubs shall maintain updated official plans and develop other supporting documents which include strategies for a) developing ... an appropriate range of housing types ... and providing easy access to stores, services and recreational opportunities.

This proposal is consistent with the Growth Plan for Northern Ontario.

COMMENTS

The proposed development represents a desirable and compatible form of intensification within the built-up and municipally serviced part of the city. Development trends and demographic projections suggest continued demand for this type of housing.

Many amenities are accessible from this area. Public transit along Second Line West is within walking distance and connects to major commercial nodes and schools along the street. A potential bike route along Goulais Avenue will be considered in the near future. Munroe Park, the Northern Community Centre and McMeeken Centre are nearby recreational areas.

Planning staff recommend approval of this application with Site Plan Control.

CONSULTATION

Public Comments and Neighbourhood Meeting

Property owners within 120 m of the subject property were invited to an applicant-hosted neighbourhood meeting that was scheduled for February 26, 2020. Seven people attended.

Questions and concerns that were raised revolved around snow removal, refuse storage, property values, prospective tenant demographics, vehicular traffic, and road deterioration of Wright Street.

Municipal curbside waste collection will service the proposed development, and if needed, additional details can be addressed in the Site Plan Control stage. No

traffic impacts are anticipated from this residential project. No other land use planning concerns were raised.

At the time of writing this report, Planning staff received one letter of opposition. The general contents of the letter as well as Planning staff's response are as follows:

- Property values will depreciate.
There is no evidence to suggest that this proposal will lead to a decline in neighbouring property values and most importantly, property values are not recognized as valid grounds to assess a rezoning application.
- Overcrowding of cul-de-sac and deterioration of the street that is already in need of repair.
With the recent addition of second unit policies, the current zoning permits up to two dwellings on the subject property. This application proposes to permit up to four dwellings. An additional dwelling unit count of two is not significant enough to lead to overcrowding. Road capacity or condition was not identified as an issue by City staff.
- Tenureship of dwellings.
Zoning that is based on the user/occupant of property is not legitimate land use planning and may be considered discriminatory and in contravention to Federal and Provincial rights and codes.
- Zoning should be predictable and remain as is – Single-Detached Residential.
Provincial and Municipal policies and plans have established a land-use planning framework that encourage intensification and infill development. While compatibility with the existing neighbourhood is a major planning consideration, it does not mean that development must be the same as or identical with the neighbourhood. This proposal can exist within the neighbourhood without imposing land use impacts and for this reason, it is deemed as compatible development.

Circulated Agencies

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

- No comments or objections: the Accessibility Advisory Committee, Community Development and Enterprise Services, Building Division, Fire Services, Legal Department, the Municipal Heritage Committee, PUC Services, Sault Ste. Marie Economic Development Corporation, Ministry of Municipal Affairs and Housing, Bell Canada.
- See attached comments from the Sault Ste. Marie Region Conversation Authority (CA), Engineering Services, and Public Works:

Sault Ste. Marie Region Conservation Authority (CA):

Given its proximity to a flood control channel, a portion of the property is subject to the Development Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations (Ontario Regulation 176/06), as per the Conservation Authorities Act. Any development on site will require a site plan review and may require a permit by the CA.

Engineering Services recommends that the property be subject to Site Plan Control to ensure servicing and drainage concerns are addressed, and also notes the following:

- There are no existing services to this property. Should the owner wish to sever this property, individual laterals may be required to separate the flow from individual residences.
- As this is a 4-unit development, storm-water management may be required.
- This development is located adjacent to a flood channel. During the development of other houses on Wright Street, a minimum elevation for fill and opening requirements were set. A grading plan should be prepared for review by the City and Conservation Authority.
- A lot grading and drainage plan must be completed by a Lot Grading Professional.

Public Works had no objections, but mentioned that snow is currently stored in front of the subject property. Upon development, snow will need to be stored in the middle of the cul-de-sac.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this Application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

Summary

BDI Holdings Limited (c/o Shawn Spurr) has submitted a rezoning application to permit a single-storey 4-unit multiple-attached dwelling (townhouse). The proposal is compatible with the neighbourhood. The requested variances to permit parking spaces in the required front yard and to reduce the required front and rear-yard setbacks are appropriate for the site.

This proposal represents infill development and is consistent with Provincial and Municipal policies and plans; therefore, Planning staff recommends approval of this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 2020 03 23 concerning rezoning application A-3-20-Z be received and that City Council approve the application and rezone the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with the following special exceptions:

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Respectfully submitted,

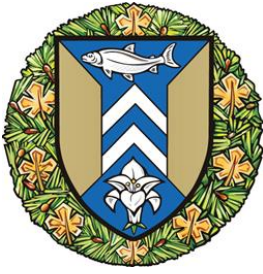


Jonathan Kircal

Planner

705.759.6227

j.kircal@cityssm.on.ca



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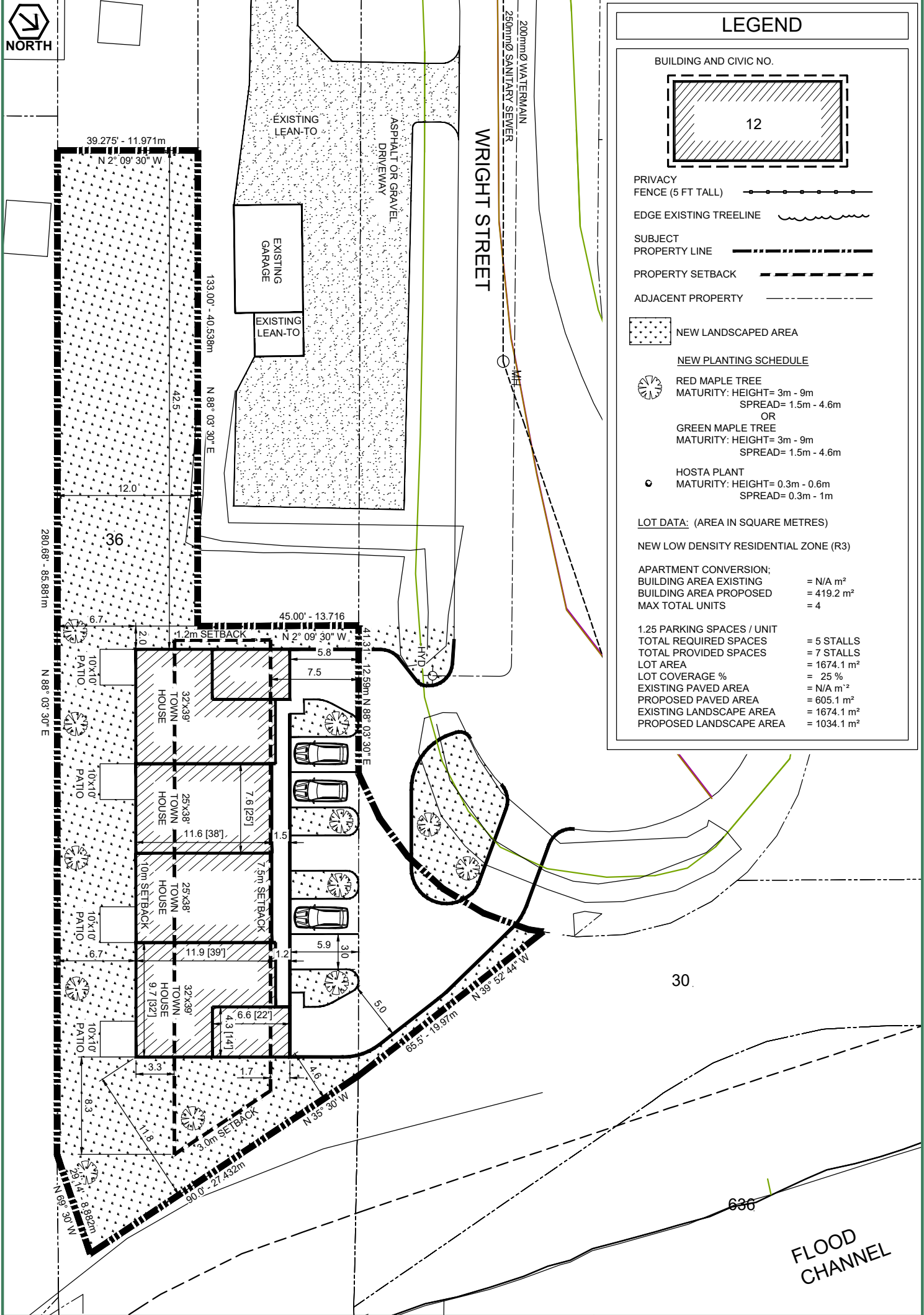


Jonathan Kircal

Planner

705.759.6227

j.kircal@cityssm.on.ca



PROJECT:
**WRIGHT STREET
PROPOSED DEVELOPMENT**

DWG. No.
SP-1
1 of 1

PROJECT No.
NO-19138

DRAWING:
PRELIMINARY SITE PLAN

ADD:
36 WRIGHT ST.
SAULT STE. MARIE, ON.

DWN: M.Nebesniuk
CHK: P.G.Declerck
SIZE: 8.5x14

SCL: 1:400
DATE: JAN. 23, 2020
BCIN: FIRM# 102327

norquayeng.ca

**NORQUAY
ENGINEERING**

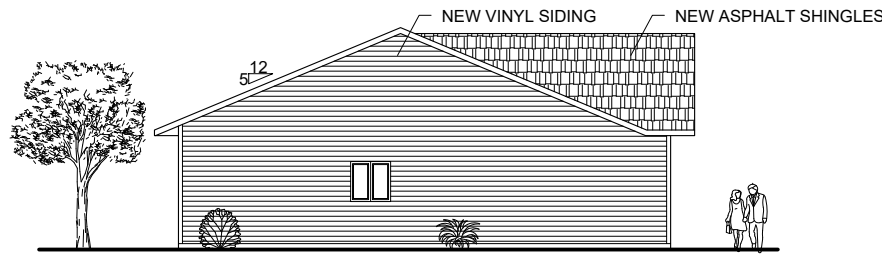
NO.	ISSUANCE	DATE:	BY:
A	ISSUED FOR REVIEW	JAN. 08/2020	MN
1	ISSUED FOR RE-ZONING	FEB. 19/2020	MN

Page 75 of 136



PROPOSED FRONT ELEVATION

SCALE: 1/16" = 1'-0"



PROPOSED LEFT ELEVATION

SCALE: 1/16" = 1'-0"

No.	ISSUANCE	DATE	BY
1	FOR REZONING	2020-02-21	PGD

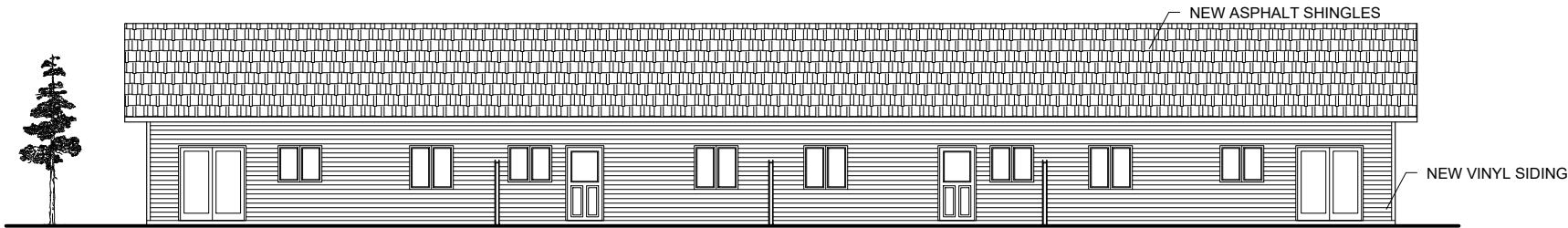
NEW 4-PLEX
BDI HOLDINGS

DRAWING: ELEVATIONS			
ADD:	36 WRIGHT STREET, SAULT STE. MARIE, ON		
DWN:	J.M.F.	SCL:	1/16" - 1'-0"
CHK:	P.G.D.	DATE:	2020-02-18
SIZE:	8.5"x14"	BCIN:	FIRM# 102327

PROJECT No. NQ-19138

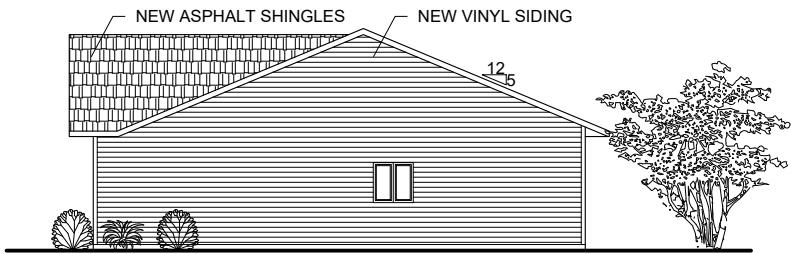
DRW No.

A-1



PROPOSED REAR ELEVATION

SCALE: 1/16" = 1'-0"



PROPOSED RIGHT ELEVATION

SCALE: 1/16" = 1'-0"

NORQUAY
ENGINEERING



norquayeng.ca

No.	ISSUANCE	DATE	BY
1	FOR REZONING	2020-02-21	PGD

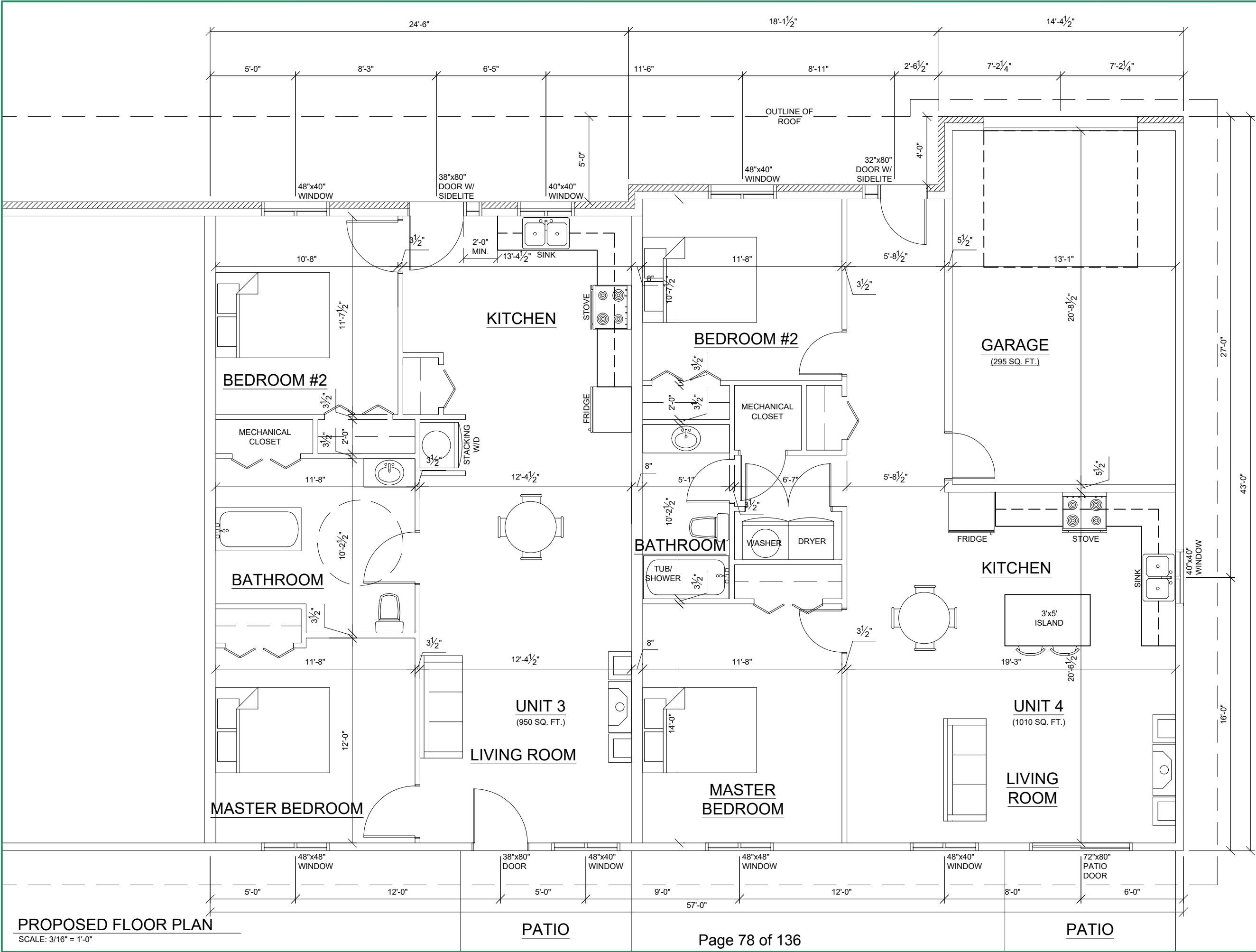
NEW 4-PLEX
BDI HOLDINGS

DRAWING: ELEVATIONS			
ADD:	36 WRIGHT STREET, SAULT STE. MARIE, ON	SCL:	1/16" - 1'-0"
DWN:	J.M.F.	DATE:	2020-02-18
CHK:	P.G.D.	BCIN:	FIRM# 102327
SIZE:	8.5"x14"		

PROJECT No. NQ-19138

DRW No.

A-2



PRELIMINARY
NOT FOR CONSTRUCTION
FOR OWNER'S REVIEW

PROJECT:		NEW 4-PLEX BDI HOLDINGS	
DRAWING:		MAIN FLOOR PLAN	
ADDRESS:	36 WRIGHT STREET, SAULT STE. MARIE, ON	JOB No.:	NQ-19138
DRN BY:	J.M. FRENCH	SCALE:	3/16" = 1'-0"
CKD BY:	J.T. WILLIAMS	DATE:	JANUARY 31, 2020
No.	ISSUANCE	DATE	INITIALS
A	FOR CLIENT REVIEW	2020-	JTW
DRW No.		A-1	
		1 OF 3	

Jonathan Kircal

From:
Sent: Wednesday, March 11, 2020 5:38 PM
To: Jonathan Kircal
Cc:
Subject: Rezoning of 36 Wright Street

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.

To : Mr. Jonathan Kircal

I am writing this email to let you know that my husband and I are against the construction of this single storey 4-unit dwelling that is being considered on our street. We strongly disapprove of rezoning this property.

- (a) our property on 10 Wright will depreciate in value as well as the 4 remaining single dwelling homes.
- (b) overcrowding of our cul de sac.
- (c) deterioration of our Street that is already in need of repair.
- (d) rental units will generate a turnover of renters, and not sure of future plans of units. (Example the sale of property)
- (e) when we purchased the property the zoning was single dwelling, and it should remain this way, we believe that we as well as our neighbors were blindsided and this is causing anxiety and discomfort realizing that this quiet street will be overcrowded and eventually become delapidated.

Sincerely,

Jo-Anne & Philip Thibeault
10 Wright Street, Sault Ste. Marie, Ontario
Application No.: A-3-20-Z
BDL Holdings LTD

February 26, 2020

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-3-20-Z
BDI Holdings Ltd. c/o Shawn Spurr
36 Wright Street
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg. 176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a site plan review and may require a permit by SSMRCA under Ont. Reg. 176/06.

SSMRCA requests a copy of the decision and to be included on the contact list for any appeals resulting from the decision of this application.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533



2020 03 10

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-3-20-Z
36 Wright Street
BDI Holdings LTD. c/o Shawn Spurr.

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

- There are no existing services to this property. . If in the future the Owner wants to sever the properties, individual laterals may be required to separate the flow from the individual residences and easements may be required if a lateral for one property crosses and adjacent property.
- As this is a development with 4 units, stormwater management may be required.
- This development is located adjacent to a flood channel. During the development of the other houses on Wright Street, a minimum elevation for fill and opening requirements were set. A grading plan should be prepared for review by the City and the Conservation Authority.
- 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.
- 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', is written over a horizontal line.

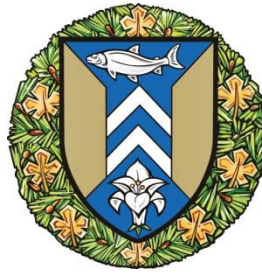
Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM

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

Larry Girardi
Deputy CAO

Susan Hamilton Beach, P. Eng.
Director of Public Works



Public Works & Engineering Services

March 10, 2020

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

**Subject: Application No. A-3-20-Z
Request for an amendment to the Zoning By-law**

Applicant: BDI Holdings Ltd., c/o Shawn Spurr

Subject Property: 38 Wright Street

Please accept this correspondence in response to your request dated February 25, 2020.

Staff from Public Works has reviewed the application noted above and have no objections, however, we note due to configuration of driveways and lots, snow plowing shall be a challenge requiring storage within the bulb.

If you have any further questions, please contact me at 759-5207.

Yours very truly,

Susan Hamilton Beach, P. Eng.
Director of Public Works
705-759-5207
s.hamiltonbeach@cityssm.on.ca

C: Maggie McAuley, P. Eng.
Freddie Pozzebon, CBO



**Subject
Property**

Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-3-20-2 36 Wright Street\GIS\A-3-20-Z_AerialMap_Feb2020_8x11_V1.mxd

Application Map Series

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

Property Information

Civic Address: 36 Wright Street
 Roll No.: 060007093010000
 Map No.: 54
 Application No.: A-3-20-Z
 Date Created: February 20, 2020

Legal Department Reference

Legend

- Subject Property - 36 Wright Street
 Parcel Fabric

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**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

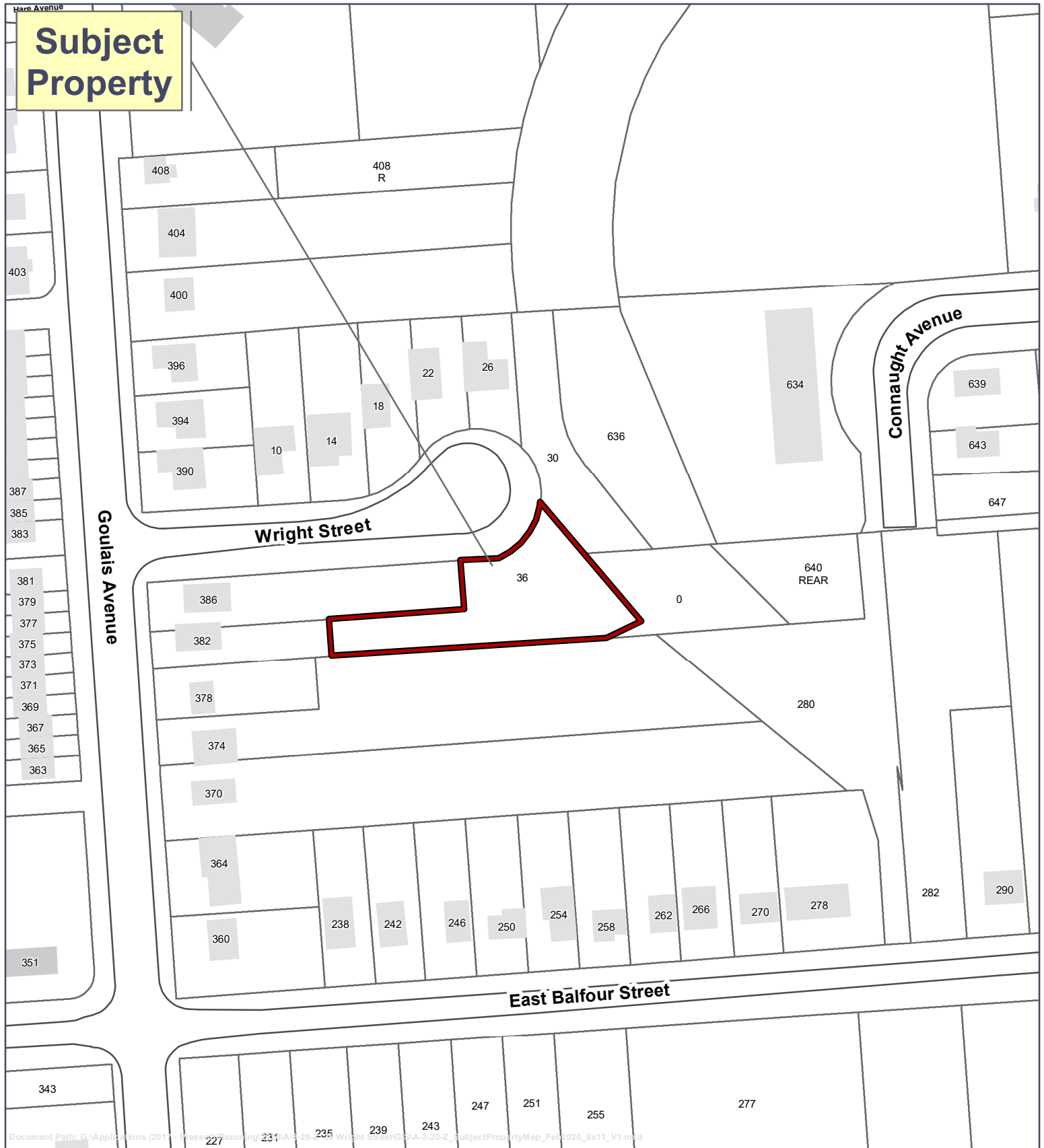
Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983

0 5 10 20 Meters
1:1,500





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Application Map Series ☒ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment	Legal Department Reference	 SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 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
Property Information Civic Address: 36 Wright Street Roll No.: 060007093010000 Map No.: 54 Application No.: A-3-20-Z Date Created: February 20, 2020	Legend  Subject Property - 36 Wright Street  Parcel Fabric Page 84 of 136	





Document Path: G:\Applications\2017 - Present\Information Systems\GIS\3-20-20_ZoningMap_Feb2020\011_V1.mxd

Application Map Series

☐ Subject Property ☐ Official Plan Landuse

☒ Existing Zoning ☐ Aerial Image

☐ Official Plan Amendment

Property Information

Civic Address: 36 Wright Street
 Roll No.: 060007093010000
 Map No.: 54
 Application No.: A-3-20-Z
 Date Created: February 20, 2020

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
H2 - 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	Named Use - Commercial Dock

Repeal Fabric
 25 Donna Drive

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 5 10 20 Meters
 1:1,500

Page 85 of 136

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-84

AGREEMENT: A by-law to authorize the execution of a Lease Agreement between the City and District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for the Steelton Seniors Centre.

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 March 23, 2020 between the City and District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) a copy of which is attached as Schedule "A" hereto. This Lease Agreement is for the Steelton Seniors Centre.

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 23rd day of March, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-74

AGREEMENT: (T3) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program.

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 March 23, 2020 between the City and Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Dedicated Gas Tax Funds for Public Transportation Program.

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 23rd day of March, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

**Ministry of
Transportation**

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

**Ministère des
Transports**

Bureau de la ministre

777, rue Bay, 5^e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transport



MAR 12 2020

Mayor Christian Provenzano
City of Sault Ste. Marie
99 Foster Drive, PO Box 580
Sault Ste. Marie ON P6A 5N1

Dear Mayor Provenzano:

RE: Dedicated Gas Tax Funds for Public Transportation Program

This Letter of Agreement between the **City of Sault Ste. Marie** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2019/2020 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$1,091,079** ("the "Maximum Funds") in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.
2. Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$818,309**; and any remaining payment(s) will be provided thereafter.
3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas

tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.

4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2019/2020 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.
9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.
12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.

14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print it, secure the required signatures for it, and then return a fully signed copy, in pdf format, to the following email account:

MTO-PGT@ontario.ca

Sincerely,



Caroline Mulroney
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

Municipality

Date

Name (print): Christian Provenzano
Title (head of council or
authorized delegate): Mayor

I have authority to bind the Municipality.

Date:

Name (print): Rachel Tyczinski
Title (clerk or authorized delegate): City Clerk

I have authority to bind the Municipality.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-76

COUNCIL PROCEDURE: A by-law to amend By-law 2013-100 being a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie.

WHEREAS To help protect the health and safety of people in the community during the COVID-19 pandemic, the City of Sault Ste. Marie has suspended operations of its non-essential municipal programs and facilities for two weeks as well as postponing non-essential public meetings and is practicing safe distancing;

AND WHEREAS Council of the City of Sault Ste. Marie is generally required to conduct its business in meetings that are open to the public;

AND WHEREAS the Province amended the *Municipal Act, 2001* on March 19, 2020 to allow Municipal Councils to hold Council meetings via electronic participation when there is a period of emergency as declared in all or part of the municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*;

AND WHEREAS an emergency was declared under section 7.0.1 of the *Emergency Management and Civil Protection Act* by the Premier of Ontario on March 17, 2020;

AND WHEREAS the Province enacted new legislation entitled the *Municipal Emergency Act 2020*.

NOW THEREFORE the Council of the City of Sault Ste. Marie enacts as follows:

1. **PROCEDURAL BY-LAW 2013-100 AMENDED**

By-law 2013-100 is amended as follows:

Procedural by-law 2013-100 is now amended to include sections 3.3 and 3.4 of section 238 of the *Municipal Act* by adding after section 4.6 of the Procedural by-law 2013-100, section 4.6.1, which reads:

4.6.1 Electronic participation, emergencies

(1) During any period where an emergency has been declared to exist in all or part of the municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*, RSO 1990, c. E.9, as amended,

(a) A regular, closed, or special meeting of City Council, a local board, or committee of council, may be conducted by electronic participation in accordance with section 4.6.1 of this by-law and any emergency electronic participation protocol as may be approved by City Council.

- (b) despite subsection 237(1) and 238(3.1) of the *Municipal Act*, SO 2001 c.25, as amended, and any requirement for quorum under this by-law, a member of a council, of a local board or of a committee of either of them who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time; and
- (c) despite subsection 238 (3.2) of the *Municipal Act*, SO 2001 c.25, as amended, and any requirement for quorum under this by-law, a member of a council, of a local board or of a committee of either of them can participate electronically in a meeting that is closed to the public.
- (d) City Council may hold a special meeting to amend this by-law for the purposes of subsection 4.6.1(1) as amended, during any period where an emergency has been declared to exist in all or part of the municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*, RSO 1990, c. E.9, as amended, and despite subsection 238 (3.1) of the *Municipal Act*, SO 2001 c.25, as amended, and any requirement for quorum under this by-law, a member participating electronically in such a special meeting may be counted in determining whether or not a quorum of members is present at any time during the meeting.

2. EFFECTIVE DATE

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

PASSED in open Council this 23rd day of March, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-77

PROPERTY ACQUISITION: (PR1.118(2)) A by-law to authorize the acquisition of property located at civic 73 Brock Street (Union Cab, Oliver and Lesley Wilson).

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 23rd day of March, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

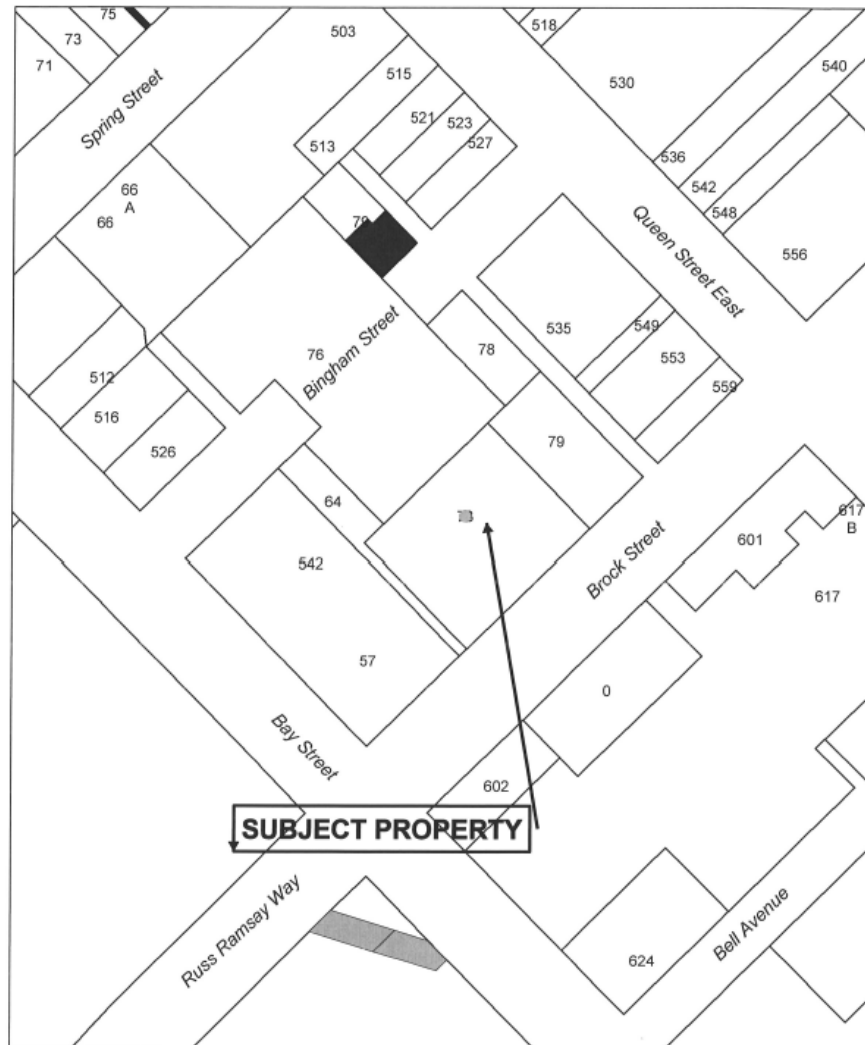
PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: 9391088 Canada Inc. (Union Cab, Oliver and Lesley Wilson)

ADDRESS: 73 Brock Street

LEGAL DESCRIPTION: PIN 31542-0091 (LT) LT 6-8 PL 138 ST. MARY'S; S ½ LT 5 PL 138 ST. MARY'S; SAULT STE. MARIE

CONSIDERATION: Three Hundred Eighty Five Thousand (\$385,000.00) Dollars (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-78

PROPERTY ACQUISITION: (PR1.118(3)) A by-law to authorize the acquisition of property located at civic 516-526 Bay Street (Bibba Enterprises Limited, Mike Sholtz).

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 23rd day of March, 2020

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: Bibba Enterprises Limited (Mike Sholtz) (or as otherwise directed)

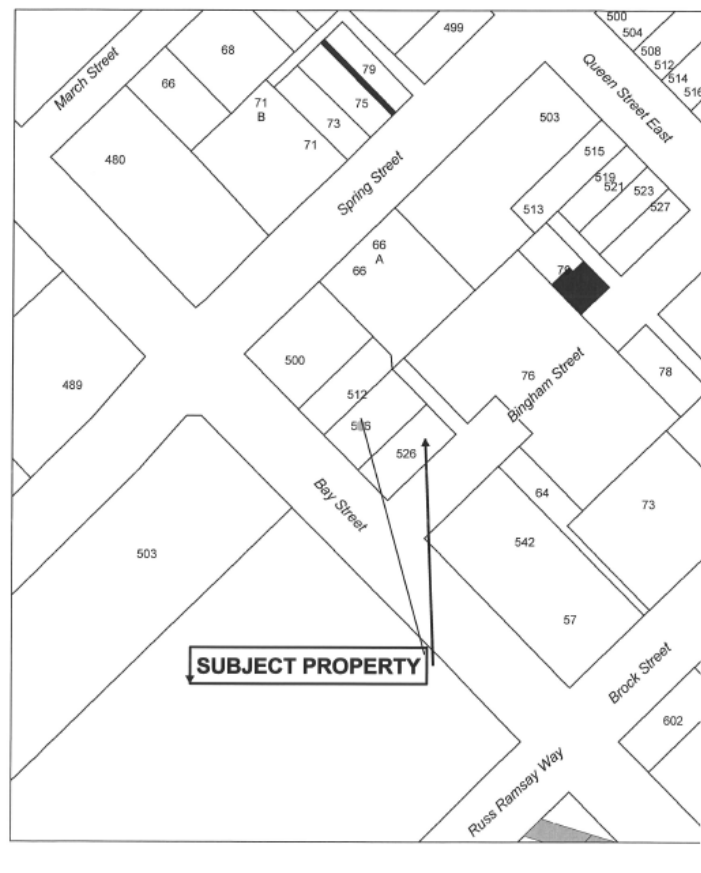
ADDRESS: 516 Bay Street

LEGAL DESCRIPTION: PIN 31542-0098 (LT) LT 17 PL 366MCD ST. MARY'S; PT LT 16 PL 366MCD ST. MARY'S; PT LT 10 N/S BAY ST PL TOWN PLOT OF ST. MARY'S AS IN T143982; S/T T143982; SAULT STE. MARIE

ADDRESS: 526 BAY STREET

LEGAL DESCRIPTION: PIN 31542-0097 (LT) LT 15 PL 366 MCD ST. MARY'S; PT LT 16 PL 366 MCD ST. MARY'S AS IN T47998; SAULT STE. MARIE

CONSIDERATION: TWO HUNDRED THOUSAND (\$200,000.00) Dollars (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-81

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for engineering services for the Farwell Terrace aqueduct repairs.

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 March 23, 2020 between the City and STEM Engineering Group Incorporated, a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for the Farwell Terrace aqueduct repairs.

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 23rd day of March, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

M.E.A. / C.E.O.
CLIENT / ENGINEER AGREEMENT
FOR
Professional Consulting Services
2020
AGREEMENT CONTENTS

Page

DEFINITIONS.....	- 2 -
ARTICLE 1 - GENERAL CONDITIONS.....	- 3 -
ARTICLE 2 - SERVICES	- 10 -
ARTICLE 3 - FEES AND DISBURSEMENTS	- 11 -
ARTICLE 4 – FORM OF AGREEMENT.....	- 14 -
ARTICLE 5 – ATTACHMENTS.....	- 15 -

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 23rd day of March A. D. 2020

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to have repair work carried out on the Farwell Terrace West Aqueduct located at Hocking Avenue, south of Devon Road, and the underpass across Second Line;

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

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

DEFINITIONS

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.
- b) Services – The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.7 are hereinafter called the 'Services'.
- c) RFP – N/A
- d) Addenda – an item of additional material, typically omissions, added
- e) Order of Precedence:
 - i. Addendums
 - ii. Request for Proposal issued
 - iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

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

The Engineer will abide and follow the further directions and instructions provided by the Client from time to time as may be provided by the Client.

1.2 Compensation

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

1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder.

The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 Drawings and Documents

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

1.5 Intellectual Property

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

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

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

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

1.8 **Delays**

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

1.9 **Suspension or Termination**

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

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

1.10 **Indemnification**

The Engineer shall completely indemnify and save harmless the Client, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions,

inactions or omissions of the Engineer, its employees, agents or officers or as a result of the performance of this Agreement by the Engineer, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Engineer, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

1.11 **Insurance**

The Engineer shall provide the following insurance coverage as set forth below and shall ensure that the Client is named as an additional insured under the following policies of insurance. Further the following insurance policies shall contain a waiver of subrogation in favour of the Client and shall further require that the Insurer not only be obliged to defend the Client in the event of any and all Claims but that the Insurer have the obligation to indemnify and save harmless the Client from any and all claims regardless of whether the Client is partially or wholly responsible for any such Claim(s) that may be made against Engineer and the Client. The Engineer shall provide a Certificate of Insurance with respect to this coverage to the Client before the commencement of the provision of the services under this Agreement:

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

1.12 **Force Majeure**

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

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

1.13 **Contracting for Construction**

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

1.14 **Assignment**

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

1.15 **Previous Agreements**

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

1.16 **Approval by Other Authorities**

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

1.17 **Sub-Consultants**

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

1.18 **Inspection (Review by the Client)**

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

1.19 **Publication**

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

1.20 **Confidential Data**

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

1.21 **Dispute Resolution**

1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
- i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
 - vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act*, R.S.O. 1990, c.C-43.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

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

1.23 Estimates, Schedules and Staff List

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

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

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

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

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

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

1.23.3 Monthly Reporting of Progress

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

1.24 Additional Conditions Not applicable

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

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services provided by the Engineer will include preparation of Engineering Drawings (complete with repair details), specifications, tendering, contract administration, review and reporting. Review will be intermittent, on an as required basis, but will be sufficient to ensure the construction work complies with the intent of the contract documents; including but not limited to the drawings, specifications and general conditions.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

a) Cost of the Work:

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

b) Site:

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

3.2 Basis of Payment

3.2.1 Not applicable

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

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

Job Classifications:

Senior Engineer \$160.00

Engineer 4 \$140.00

Engineer 2 \$120.00

Designer \$95.00

Technician/Site \$95.00

Clerical \$60.00

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

3.2.2.2 Time Expended

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

3.2.3 Not applicable

3.2.4 Reimbursable Expenses

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

3.2.5 Upset Cost Limit

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees paid by the Client to the Consultant for the Services shall not exceed the total upset limit of \$61,990 plus applicable taxes.

(i) **Not applicable**

(ii) **Not applicable**

- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

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

3.3.2 Not applicable

3.3.3 Terms of Payment

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

3.4 Fee Estimate

Estimated Fee is contained in Schedule A.

Our estimated Engineering fee for this 2020 work, under STEM project #19325, is an upset limit of \$ 61,990.00 (+HST).

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: STEM ENGINEERING GROUP INCORPORATED

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

This ___ Day of _____, ____

Signature	
Name	MARK COLEMAN, P. Eng.
Title	PRINCIPAL

THE CORPORATION OF CITY OF SAULT STE. MARIE

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

This ___ Day of _____, 20 ____

Signature		Signature	
Name	CHRISTIAN PROVENZANO	Name	RACHEL TYCZINSKI
Title	MAYOR	Title	CITY CLERK

ARTICLE 5 – ATTACHMENTS – N/A

SCHEDULE "A"

Estimate Sheets

ENGINEERING ESTIMATE

Project: **Farwell Aqueduct Repairs 2020**

Project No. **19325**

Description: **Engineering and Contract Administration**

Date: **March 11, 2020**

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	Allow (MPC)	2	\$160.00	\$320.00
	Allow (DM)	3	\$140.00	\$420.00
	Allow (DB)	2	\$95.00	\$190.00
Survey	N/R			
Drafting	Drawing Updates (MB)	48	\$95.00	\$4,560.00
Engineering	Engineering review and checking	40	\$140.00	\$5,600.00
Internal design mtgs	Assume 2 mtgs (kick off and final) 6 people x 2hrs x 2 mtgs	24	\$120.00	\$2,880.00
Tendering	Allow (DB)	40	\$95.00	\$3,800.00
Supervision	Allow (MPC)	10	\$160.00	\$1,600.00
Site Review	Allow (DB) (20 wks @ 20 hrs/wk)	400	\$95.00	\$38,000.00
Site mtgs	Allow (AM)	12	\$120.00	\$1,440.00
	Allow for site and shop dwgs (DM)	12	\$140.00	\$1,680.00
Clerical	Allow (JD)	25	\$60.00	\$1,500.00
SUBTOTAL		618		\$ 61,990.00
13% HST				\$8,058.70
TOTAL				\$70,048.70

Supplementary Conditions

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

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

“

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

“

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

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

“

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

“

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

Delete second paragraph.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-83

TRAFFIC: (T2) A by-law to amend Schedule “K” 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 “K” OF BY-LAW 77-200 AMENDED

Schedule “K” of By-law 77-200 is amended by deleting the following:

STREET	BETWEEN	MAXIMUM SPEED
“Black Road	McNabb Street & Second Line	70 km/h
Black Road	Second Line & Old Garden	60 km/h River Road”.

Schedule “K” of By-law 77-200 is amended by adding the following:

STREET	BETWEEN	MAXIMUM SPEED
“Black Road	McNabb Street & Second Line	60 km/h”.

2. EFFECTIVE DATE

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

PASSED in open Council this 23rd day of March, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-79

INTERIM TAX: A by-law to amend Interim Tax By-law 2020-08.

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

1. **BY-LAW AMENDED**

Interim Tax By-law 2020-08 is amended by waiving the property tax interest and penalty provisions until May 31, 2020.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of March, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-82

USER FEES: A by-law to amend User Fees By-law 2019-222.

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

1. **BY-LAW 2019-222 AMENDED**

By-law 2019-222 (Schedule “F”) is amended by waiving the interest on accounts receivable until June 30, 2020.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 23rd day of March, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

This Agreement made this 23th day of March, 2020.

IN PURSUANCE OF the Short Forms of Leases Act, R.S.O. 1990, c. s.11

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "CITY"

and

**DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION BOARD.**

**hereinafter called the "DSSMSSAB",
together with the City, the "parties"**

and

WHEREAS the City desires to lease the Demised Area to the DSSMSSAB;

AND WHEREAS the DSSMSSAB wishes to operate the Demised Area for temporary shelter for local residents pursuant to any needs arising from the COVID-19 outbreak;

NOW THEREFORE the parties agree as follow:

1) In this Lease:

- a) "Demised Area" shall mean 235 Wellington Street West (Steelton Seniors Centre) which consists of approximately 8,413 square feet of leasable space as well as the Parking Lot at civic 272 Wellington Street West.
- b) "CAO" shall mean the City's Chief Administrative Officer or his designate.

2) Term:

- a) The City hereby demises and leases the Demised Area to the DSSMSSAB for a term of ONE (1) year commencing March 23, 2020 and expiring March 30, 2021, on the terms and conditions set out in this Lease.
- b) Prior to expiry of the Term, but not less than 60 days before expiry, the DSSMSSAB, provided it is not then in default of any covenant or obligation herein contained, may give the CITY a minimum of sixty (60) days written notice of its desire to renew this Lease for an additional period of one (1) year.

- c) The parties agree that either party may terminated the Lease by providing 45 days of Notice in writing in accordance with section 7 herein.

3) Rent:

- a) The DSSMSSAB shall during the Term, pay the City rent as follows:

\$1.00 plus HST per month and,

- b) In addition to the payment of rent set out above, the DSSAB shall be responsible for paying:
 - i) All utility costs;
 - ii) Its own cleaning costs;
 - iii) Alarm monitoring;
 - iv) Waste disposal;and
 - v) Maintaining general liability insurance.

4) Covenants:

- a) The DSSMSSAB covenants with the City:

- i) to pay rent;
- ii) to pay all internet, and phone, charges supplying the Demised Area if applicable;
- iii) not to make changes in the Demised Area except in accordance with plans therefore which have been submitted to, and approved by, the City's CAO, such approval not to be unreasonably withheld or delayed and to make any such changes expeditiously in a good and worker like manner (including property clean-up) to the satisfaction of the City's CAO. DSSMSSAB shall be permitted, upon approval of all plans, to make all necessary changes to retrofit the Demised Area, as it needs, The DSSMSSAB will consult with the City's Building Department as appropriate prior to commencing of any retrofitting;
- iv) to keep the Demised Area in a clean and well-ordered condition and not to permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate therein, all to the satisfaction of the City's CAO;
- v)to take at its own expense all measures necessary to ensure to the City's CAO's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss.

- b) The City covenants:

- i) The City covenants and agrees throughout the term of this Lease, it will maintain liability insurance, all risk property insurance (excluding foundations and excavations), boiler and pressure vessel insurance, and other insurance on the building and all property and interest of City in the building as determined by City with coverage in such reasonable amounts as would be carried by a prudent owner of similar premises.

- c) The DSSMSSAB accepts the Demised Area in the condition existing at the date of the commencement of the Term. It is hereby acknowledged that all costs and expenses to prepare the leased space shall be borne by the DSSMSSAB.

5) Indemnity:

- a) The DSSMSSAB shall completely indemnify and save harmless the City, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the City, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the DSSMSSAB, its employees, agents or officers or as a result of the performance of this Lease by the DSSMSSAB, its employees, agents or officers or as a consequence of the negligent actions or inactions of the DSSMSSAB, its employees, agents or officers whether or not the City is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
- b) The DSSMSSAB shall at all times indemnify and save harmless the City from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the Workplace Safety and Insurance Act, 1997, S. O. 1997, c. 16, Sch. A, or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the City or of the DSSMSSAB) directly or indirectly arising out of, resulting from or sustained as a result of the DSSMSSAB's occupation or use of, or any operation in connection with the Demised Area or any fixtures or chattels therein except to the extent attributable to the City's negligence.
- c) The DSSMSSAB shall at all times indemnify and save harmless the City from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the Construction Act, R. S. O. 1990, c. C.30, in connection with any work commissioned by the DSSMSSAB at or on the Demised Area and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in any event within 30 days of being notified in writing by the City to do so, failing which the City may see to such removal and recover the expense and all attendant costs from the DSSMSSAB as rent owing and in arrears.
- d) The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this indenture.

6) Insurance:

- a) The DSSMSSAB agrees to maintain at all times during the currency of this Lease Term and any renewal thereof, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation thereof, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario.

The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's CAO, shall be provided to the City prior to the commencement of the Lease Term.

- b) The City assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the DSSMSSAB or of any other person except to the extent caused by the negligence of the City or any person(s) for whom the City is at law responsible.

7) Notice:

- a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

in the case of notice to the City to:

Malcolm White
CAO
99 Foster Drive,
Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the
DSSMSSAB to:

Mike Nadeau
CAO
390 Bay Street #405, P.O. Box 277
Sault Ste. Marie, Ontario P6A 5L8

or to such other address as either party may notify the other of in writing, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st business day following the date of faxing.

8) Termination of the Term:

- a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this Lease to the other with respect to any obligation under this Lease which has accrued up to the date of such termination but not been properly satisfied or discharged.
- b) The DSSMSSAB acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise

forming part of or in any way affecting or relating to this Lease other than as set out in this Lease which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.

- c) The provisions of this Lease shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns.
- i) the assignment of this Lease is not to be unreasonably withheld and is subject to the City's CAO's consent.
- d) The authority of the City's CAO shall not be deemed to be exhausted by any individual exercise thereof and in the matters for which he or she is responsible under this indenture, the City's CAO shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this lease.

IN WITNESS WHEREOF the parties have attested to by the hands of their officers in that behalf duly authorized.

**THE CORPORATION OF THE
CITY OF SAULT STE MARIE**
"City"

CAO – MALCOLM WHITE

CLERK – RACHEL TYCZINSKI

**The District of Sault Ste. Marie Social
Services Administration Board.**
"DSSMSSAB"

Per: Michael Nadeau
Title: CAO

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-237

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

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

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

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

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

10. The said Schedule "A" and Schedule "B" form a part of this by-law.

1. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 2nd day of December, 2019.



~~MAYOR — CHRISTIAN PROVENZANO~~

Acting Mayor - Matthew Shoemaker



~~CITY CLERK — RACHEL TYCZINSKI~~

Deputy City Clerk Madison Zuppa

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class “A” pavement on Sixth Avenue from Devon Road to Wallace Terrace under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the THIRD time in open Council and passed this 23rd day of March, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2019-1957\2019\2019-237 LOCAL IMPROVEMENT SIXTH AVENUE.DOC



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2019-237 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

2019 12 02

Nature of Work (Construction of): Sanitary sewer, private drain connection and Class "A" pavement
On: Sixth Avenue
From: Devon Road
To: Wallace Terrace

Estimated Cost of Work: \$2,860,000.00

Estimated Assessable Abutting Frontage: 420.2m Sanitary Sewer
599.7m Class "A" Pavement

Estimated Cost to be Borne by \$21,329.23 Sanitary Sewer
Assessable Abutting Property: \$47,673.60 Class "A" Pavement

Estimated Cost to be Borne by \$2,790,997.17
The Corporation:

Special Rate per Metre Frontage: \$30.50 Sanitary Sewer
\$79.50 Class "A" Pavement

Special Rate per Private Drain Connection: \$304.00

Estimated Interest Rate Term: 4.45%
10 years

Estimated Annual Rate per Metre Frontage: \$3.85 Sanitary Sewer
\$10.02 Class "A" Pavement

Estimated Annual Rate per Private Drain
Connection: \$38.32

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

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

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

SCHEDULE "A"

BY-LAW 2019-237

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>SIZE</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2019-02	Sixth Avenue	Devon Road	Wallace Terrace	410m	250mm	28	420.2m	\$21,329.23

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

SCHEDULE "B"

BY-LAW 2019-237

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u># OF P.D.C.</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2019-02	Sixth Avenue	Devon Road	Wallace Terrace	410m	10.0m	n/a	599.7m	\$47,673.60

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-49

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of a concrete sidewalk on Northern Avenue East from Reid Street to North Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

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

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

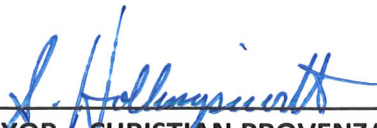
THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$27.00 per metre frontage shall be specially assessed upon the lots abutting directly on the said work according to the extent of their respective frontages thereon and the remainder of the cost of the work shall be borne by the Corporation.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.
8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

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

10. This by-law comes into force on the day of its final passing.

read the **FIRST** and **SECOND** time in open Council this 3rd day of February, 2020.


~~MAYOR – CHRISTIAN PROVENZANO~~
Acting Mayor - Sandra Hollingsworth.

CITY CLERK – RACHEL TYCZINSKI

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LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of a concrete sidewalk on Northern Avenue East from Reid Street to North Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the **THIRD** time in open Council and passed this 23rd day of March, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2020-49 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

February 3, 2020

Nature of Work (Construction of):	Construction of concrete sidewalk
On:	Northern Avenue East
From:	Reid Street
To:	North Street

Estimated Cost of Work:	\$240,000.00
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Estimated Assessable Abutting Frontage:	663.8 m
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Estimated Cost to be Borne by Assessable Abutting Property:	\$11,741.88
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Estimated Cost to be Borne by The Corporation:	\$228,258.12
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Special Rate per Metre Frontage:	\$27.00
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Estimated Interest Rate Term:	4.45%
	10 years

Estimated Annual Rate per Metre Frontage:	\$3.40
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Estimated Lifetime of the Work:	20 years
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Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Carl Rumel'.

Carl Rumel, P. Eng.
Manager, Design and Transportation Engineering

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CONCRETE SIDEWALK-SECTION 3

SCHEDULE "A"

BY-LAW 2020-49

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>SIDE</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-2019-06	Northern Avenue East	Reid Street	North Street	750	1.5M	South	663.8 m	\$11,741.88