



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

Monday, May 25, 2020

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	10 - 19
Mover Councillor R. Niro Seconder Councillor M. Shoemaker Resolved that the Minutes of the Regular Council Meeting of 2020 05 11 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
4. Approve Agenda as Presented	
Mover Councillor M. Bruni Seconder Councillor D. Hilsinger Resolved that the Agenda for 2020 05 25 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 National AccessAbility Week	
5.2 Brain Tumour Awareness Month	
5.3 Spina Bifida and Hydrocephalus Awareness Month	

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that all the items listed under date 2020 05 25 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Police Services Contract – Prince Township 20 - 24

The report of the CAO is attached for the consideration of Council.

The relevant By-law 2020-115 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.2 First Quarter Financial Report – March 31 2020 25 - 43

A report of the Manager of Audits and Capital Planning is attached for the consideration of Council.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Manager of Audits and Capital Planning dated 2020 05 25 concerning First Quarter Financial Report to March 31, 2020 be received as information.

6.3 RFP – Engineering Services – Multi-Use Path and Bridge – Phase One Northern Community Centre 44 - 45

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

The relevant By-law 2020-111 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.4 Tenders for Equipment 46 - 52

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated 2020 05 25 be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

One (1) Tri-axle float trailer	McDowell Brothers Ind.	\$46,539.35
One (1) Roll off truck	Rush Truck Centres	\$205,121.48

One (1) 14000 GVW gasoline service truck	Commercial Truck Equipment	\$87,872.00
One (1) 4x4 pickup truck	Prouse Chevrolet	\$37,300.00
Four (4) compactor wheels	Toromont CAT	\$108,829.89

for a total of \$485,662.72 HST extra.

6.5	Unsung COVID-19 Heroes Terms of Reference	53 - 55
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A report of the City Clerk is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the report of the City Clerk dated 2020 05 25 concerning Terms of Reference for Unsung COVID-19 Heroes selection committee be received and that the terms of reference be approved.

6.6 Additional Dog Park 56 - 65

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the report of the Manager of Recreation and Culture dated 2020 05 25 concerning Additional Dog Park be received and that staff be authorized to begin community consultation.

6.7 Park Revitalization Plan 66 - 71

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Director of Community Services dated 2020 05 25 be received and the five-year park revitalization plan be approved;

Further that a capital request for park revitalization be submitted as part of the 2021 Budget prioritization exercise.

6.8 Management Agreement – Economic Development Corporation 72 - 74

A report of the Director of Economic Development is attached for the consideration of Council.

The relevant By-law 2020-110 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

- 6.9 City Parking Lots at Ken Danby Way and Russ Ramsay Way** 75 - 80
- A report of the Director of Community Services is attached for the consideration of Council.
- Mover Councillor R. Niro
Seconder Councillor M. Shoemaker
Resolved that the report of the Director of Community Services dated 2020 05 25 concerning City Parking Lots at Ken Danby Way and Russ Ramsay Way be received and that phase 1 (redevelopment of the parking lot at Russ Ramsay Way and the Seniors Centre) be referred to the 2021 capital budget.
- 6.10 2020 Resurfacing Program** 81 - 83
- A report of the Director of Engineering is attached for the consideration of Council.
- Mover Councillor M. Bruni
Seconder Councillor D. Hilsinger
Resolved that the report of the Director of Engineering dated 2020 05 25 concerning 2020 Resurfacing Program be received, that \$1M of 2020 capital funds be re-allocated to the miscellaneous paving budget, and that the 2020 road resurfacing program be approved.
- 6.11 Andrew and Albert Street Intersection Improvements** 84 - 86
- A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.
- Mover Councillor M. Bruni
Seconder Councillor D. Hilsinger
Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 05 25 concerning Andrew and Albert Street Intersection Improvements be received as information.
- 6.12 DSSMSSAB Supra Box Key Agreement** 87 - 88
- A report of the Fire Chief is attached for the consideration of Council.
- The relevant By-law 2020-39 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.13 Town of Bruce Mines – Building Inspection Services** 89 - 90
- A report of the Solicitor/Prosecutor is attached for the consideration of Council.
- The relevant By-law 2020-113 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

- 6.14 Licence to Occupy – Algoma Common Elements Condominium Corporation No. 21 91 - 92**
- A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-law 2020-112 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.15 Accessibility Status Report 2020 93 - 100**
- A report of the Director of Planning is attached for the consideration of Council.
- Mover Councillor R. Niro
Seconder Councillor M. Shoemaker
Resolved that the report of the Director of Planning and Enterprise Services dated 2020 05 25 concerning the Accessibility Status Report 2020 be received as information.
- 6.16 Insurance Renewal Update 101 - 103**
- A report of the City Solicitor is attached for the consideration of Council.
- Mover Councillor R. Niro
Seconder Councillor D. Hilsinger
Resolved that the report of the City Solicitor dated 2020 05 25 concerning Insurance Renewal Update be received and the increase incurred in this year, being greater than stated in the original Council report and the CAO approval limit, be approved.
- 7. Reports of City Departments, Boards and Committees**
- 7.1 Administration**
- 7.1.1 COVID-19**
- 7.1.1.1 CAO COVID-19 Update 104 - 109**
- 7.1.1.2 Economic Development Strategy and COVID-19 Business Recovery 110 - 140**
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- Mover Councillor M. Bruni
Seconder Councillor M. Shoemaker
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 05 25 be received as information.

7.1.1.3 Financial Implications of City's COVID-19 Response

141 - 151

A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 05 25 concerning the financial impacts of the City's COVID-19 response be received as information.

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

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

8.1 Priority Cycling Routes and Multi-Use Paths

Mover Councillor D. Hilsinger

Seconder Councillor M. Bruni

Whereas on February 24, 2020 Council approved five new priority cycling routes (Lake Street, MacDonald Avenue, North Street, Korah Road and Goulais Avenue) and two multi-use paths (Northern Community Centre and James Street/Machine Shop) to be completed in 2020; and

Whereas staff advised in the February 24, 2020 Council report that public notice to neighbours fronting on roads where the cycling routes/paths are proposed would be given and public information sessions hosted; and

Whereas the COVID-19 pandemic has impacted the ability to hold public gatherings; and

Whereas it is critical that construction of priority cycling routes and multi-use paths begin as soon as possible in order to complete the projects in the 2020 construction season

Now Therefore Be It Resolved that public notice be given in accordance with the guidelines set out in the January 20, 2020 Council report for the priority cycling routes and multi-use paths without holding public information sessions.

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – COVID-19 Pandemic.

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that all By-laws under item 11 of the Agenda under date 2020 05 25 be approved.

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

11.1.1 By-law 2020-39 (Agreement) Supra Box Keys

152 - 158

A report from the Fire Chief is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2020-39 being a by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board for the use and responsibilities of the Supra Box key system assigned to Fire Services and Emergency Medical Services (EMS) be passed in open Council this 25th day of May, 2020.

11.1.2 By-law 2020-110 (Agreement) EDC Management Agreement

159 - 170

A report from the Director of Economic Development is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2020-110 being a by-law to authorize the execution of the Management Agreement between the City and the Sault Ste. Marie Economic Development Corporation for administration and services be passed in open Council this 25th day of May, 2020.

- 11.1.3 By-law 2020-111 (Agreement) Multi-Use Path and Bridge Northern Community Centre** 171 - 216
- A report from the Manager of Purchasing is on the Agenda.
- Mover Councillor M. Bruni
Seconder Councillor D. Hilsinger
Resolved that By-law 2020-111 being a by-law to authorize the execution of the Agreement between the City and Stem Engineering Group Incorporated for the provision of engineering services associated with the design, tendering and contract administration of the Multi-Use Path and Bridge to be located at the Northern Community Centre be passed in open Council this 25th day of May, 2020.
- 11.1.4 By-law 2020-112 (Agreement) Algoma Condo Corp. 21 Crimson Ridge Drive** 217 - 225
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor M. Bruni
Seconder Councillor D. Hilsinger
Resolved that By-law 2020-112 being a by-law to authorize the execution of the Licence to Occupy City Property Agreement between the City and Algoma Common Elements Condominium Corporation No. 21 to permit the continued use of a portion of City lands located at the intersection of Fourth Line West and Crimson Ridge Drive as an entranceway consisting of a boulevard, building and entrance sign be passed in open Council this 25th day of May, 2020.
- 11.1.5 By-law 2020-113 (Agreement) Bruce Mines Building Inspection Services** 226 - 230
- A report from the Solicitor/Prosecutor is on the Agenda.
- Mover Councillor M. Bruni
Seconder Councillor D. Hilsinger
Resolved that By-law 2020-113 being a by-law to authorize the execution of the Agreement between the City and The Corporation of the Town of Bruce Mines for the City to provide plans examination and building inspection services for the Town, which are limited to the completion of single projects within the Town be passed in open Council this 25th day of May, 2020.
- 11.1.6 By-law 2020-115 (Agreement) Prince Township Policing Services** 231 - 239
- A report from the CAO is on the Agenda.
- Mover Councillor M. Bruni
Seconder Councillor D. Hilsinger
Resolved that By-law 2020-115 being a by-law to authorize the execution of

the Agreement between the City and The Corporation of the Township of Prince for the provision of police services be passed in open Council this 25th day of May, 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

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

13. Closed Session

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that this Council proceed into closed session to discuss two matters subject to solicitor/client privilege:

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

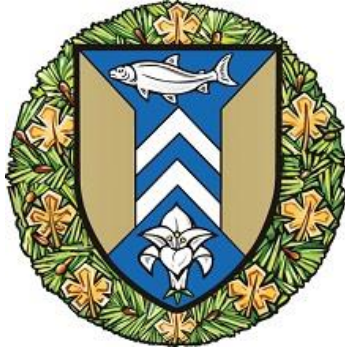
Municipal Act section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

14. Adjournment

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, May 11, 2020

4:30 pm

Council Chambers

Civic Centre

by videoconference

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, S. Schell, K. Fields, P. Johnson, S. Hamilton Beach, D. Elliott, D. McConnell, B. Lamming, F. Pozzebon, K. Fisher, F. Coccimiglio, B. Lamming, T. Vecchio, M. Zuppa, T. Anderson

1. Adoption of Minutes

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the Minutes of the Regular Council Meeting of 2020 04 27 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Councillor M. Shoemaker – East Balfour Development – Acquisition of One-Foot Reserve

Property owner is client of law firm.

3.2 Councillor M. Shoemaker – By-law 2020-92 (Property Acquisition) 227, 231, 235, 239, and 243 East Balfour Street

Property owner is client of law firm.

3.3 Councillor M. Shoemaker – Farwell Terrace Aqueduct Repairs

Contractor is a client of law firm.

3.4 Councillor M. Shoemaker – By-law 2020-102 (Agreement) Farwell Terrace Contract 2020-3E

Contractor is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the Agenda for 2020 05 11 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Museum Month

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

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that all the items listed under date 2020 05 11 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 2020 Capital Projects

The report of the Chief Administrative Officer was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Chief Administrative Officer dated 2020 05 11 concerning 2020 Capital Projects be received as information.

Carried

6.2 MGM Media Licencing Agreement – “Vikings Season 4”

The report of the Director of Tourism and Community Development was received by Council.

The relevant By-law 2020-93 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.3 2019 Building Division Annual Fee Report

The report of the Chief Building Official was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Chief Building Official dated 2020 05 11 regarding 2019 Annual Fee Report be received as information.

Carried

6.4 Kinsmen Centre Development Project – FutureSSM Fund Allocation Request

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 05 11 concerning Kinsmen Centre Development Project be received and that the request for funding of \$60,000 from FutureSSM allocation be approved for use in the development of a feasibility study for the Kinsmen Centre.

Carried

6.5 MOU with Parks Canada

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

The relevant By-law 2020-99 is listed under item 11 of the Minutes.

6.6 Bay Street – CN Property Purchase

The report of the City Solicitor was received by Council.

The relevant By-law 2020-101 is listed under item 11 of the Minutes.

6.7 East Balfour Development – Acquisition of One-Foot Reserve

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

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

The relevant By-law 2020-92 is listed under item 11 of the Minutes.

6.8 Licencing Bylaws – Update for Consistency – Housekeeping

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

The relevant By-laws 2020-105, 2020-106, 2020-107, 2020-108, and 2020-109 are listed under item 11 of the Minutes.

6.9 Farwell Terrace Aqueduct Repairs

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

The report of the Manager of Design and Transportation Engineering dated 2020 05 11 concerning the reconstruction of Farwell Terrace Aqueduct Repairs was received by Council.

The relevant By-law 2020-102 authorizing execution of Contract 2020-3E with Avery Construction Limited is listed under item 11 of the Minutes.

The relevant By-law 2020-103 authorizing the road closure of Farwell Terrace between Wallace Terrace and Devon Road from May 15, 2020 until October 31, 2020 is listed under item 11 of the Minutes.

6.10 Ditching Program 2020

The report of the Director of Public Works was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Director of Public Works dated 2020 05 11 concerning the Public Works 2020 ditching program be received as information.

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

7.8 Boards and Committees

7.8.1 Historic Sites Board: Annual Report 2019 Ermatinger Clergue National Historic Site

The report of the Curator, Ermatinger Clergue National Historic Site was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Curator, Ermatinger Clergue National Historic Site dated 2020 05 11 concerning Historic Sites Board Annual Report 2019 for the operations of the Ermatinger Clergue National Historic Site be received as information.

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

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 R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that all By-laws under item 11 of the Agenda under date 2020 05 11 save and except By-laws 2020-92 and 2020-102 be approved.

Carried

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

11.1.2 By-law 2020-93 (Agreement) MGM Media Licencing

The report of the Director of Tourism and Community Development was on the Agenda.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-93 being a by-law to authorize the execution of the Agreement between the City and MGM Media Licensing, a division of MGM Home Entertainment Distribution Corp. for the use of a film clip for the Corporation of the City of Sault Ste. Marie's "Sault Ste. Marie Film/Television Marketing Video" be passed in open Council this 11th day of May, 2020.

Carried

11.1.3 By-law 2020-99 (Agreement) MOU Parks Canada Agency

The report from the Director of Community Services was on the Agenda.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-99 being a by-law to authorize the execution of the Memorandum of Understanding between the City and Parks Canada Agency to work cooperatively within and consistent with their respective mandates to explore the co-creation of must-see visitor experiences featuring nationally significant people and places relevant to Sault Ste. Marie region be passed in open Council this 11th day of May, 2020.

Carried

11.1.4 By-law 2020-101 (Property Acquisition) Bay Street CN Property

The report of the City Solicitor was on the Agenda.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-101 being a by-law to authorize the acquisition of property currently owned by Canadian National Railway Company that is needed on the Bay Street reconstruction project be passed in open Council this 11th day of May, 2020.

Carried

11.1.6 By-law 2020-103 (Temporary Street Closing) Farwell Terrace

The report of the Manager of Design and Transportation Engineering was on the Agenda.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-103 being a by-law to permit the temporary closing of Farwell Terrace between Wallace Terrace and Devon Road from May 15, 2020 until October 31, 2020 be passed in open Council this 11th day of May, 2020.

Carried

11.1.7 By-law 2020-104 (Agreement) TULLOCH Engineering Inc. Biennial Bridge Aqueduct

Council report was passed by Council resolution on April 27, 2020.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-104 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. to provide professional services for the 2020 biennial bridge and aqueduct inspections for the fee of \$68,210 plus HST be passed in open Council this 11th day of May, 2020.

Carried

11.1.8 By-law 2020-105 (Licencing) Plumbers

The report of the Solicitor/Prosecutor was on the Agenda.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-105 being a by-law to amend By-law 2003-54 to licence plumbers be passed in open Council this 11th day of May, 2020.

Carried

11.1.9 By-law 2020-106 (Licencing) Adult Entertainment Parlours

The report of the Solicitor/Prosecutor was on the Agenda.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-106 being a by-law to amend By-law 2002-165 to regulate adult entertainment parlors be passed in open Council this 11th day of May, 2020.

Carried

11.1.10 By-law 2020-107 (Licencing) Pawnbrokers

The report of the Solicitor/Prosecutor was on the Agenda.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-107 being a by-law to amend By-law 2003-52 to licence pawnbrokers be passed in open Council this 11th day of May, 2020.

Carried

11.1.11 By-law 2020-108 (Licencing) Amusement Arcades

The report of the Solicitor/Prosecutor was on the Agenda.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-108 being a by-law to amend By-law 2003-50 being a by-law to licence Amusement Arcades be passed in open Council this 11th day of May, 2020.

Carried

11.1.12 By-law 2020-109 (Licencing) Payday Loan Businesses

The report of the Solicitor/Prosecutor was on the Agenda.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-109 being a by-law to amend By-law 2019-164 to licence, govern and regulate payday loan businesses within the City of Sault Ste. Marie be passed in open Council this 11th day of May, 2020.

Carried

11.1.1 By-law 2020-92 (Property Acquisition) 227, 231, 235, 239, and 243 East Balfour Street

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

The report of the Assistant City Solicitor/Senior Litigation Counsel was on the Agenda.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-92 being a by-law to authorize the acquisition of a portion of property located at civics 227, 231, 235, 239, and 243 East Balfour Street (2729365 Ontario Inc. c/o Richard Hurley) be passed in open Council this 11th day of May, 2020.

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	conflict		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	0

Carried

11.1.5 By-law 2020-102 (Agreement) Farwell Terrace Contract 2020-3E

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

The report of the Manager of Design and Transportation Engineering was on the Agenda.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2020-102 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the reconstruction of Farwell Terrace Aqueduct Repairs (Contract 2020-3E) be passed in open Council this 11th day of May, 2020.

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	conflict		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	0

Carried

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. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, CAO
DEPARTMENT: Chief Administrative Officer
RE: Police Services Contract – Prince Township

PURPOSE

To seek Council approval to execute a new agreement between the City of Sault Ste. Marie and Prince Township for the provision of policing services.

BACKGROUND

Attached is the report of CAO Horsman from the Council meeting of 2019 03 19 which outlined the proposed agreement with Prince. Council approved the agreement, which was then sent to Prince Township council for approval and execution. Prince Township declined to approve and execute the contract and sought changes to the wording of the agreement, mostly centred around liability concerns.

Discussions on the requested changes have been ongoing to this point, at which a revised agreement has been agreed to by staff and has been approved and executed by Prince Township council.

During the intervening time Sault Ste. Marie Police Services provided policing under the auspices of the extension of the former contract, approved by both councils in December of 2018.

ANALYSIS

The revised agreement contains changed language concerning the liability provisions of the agreement. The changes have been extensively canvassed by staff, legal counsel and insurance representatives for both parties and agreed to.

The issue of providing policing services to Prince Township received a thorough airing at the meeting of 2019 03 18, when the first agreement was approved. The debate centred on whether Council should approve an agreement in which the households of Prince Township pay a lesser rate than the households of Sault Ste. Marie. While this remains the case with the revised agreement, the benefit to Sault Ste. Marie taxpayers is as follows.

The policing services provided to Prince Township are in line with the service level provided to the rural areas of Sault Ste. Marie. There are no incremental costs to the Police Services providing policing to the township, and conversely, no incremental savings if they do not. The revenue received (\$175,000 in year 1) is therefore net revenue and would have to be paid by City taxpayers if there was no agreement.

FINANCIAL IMPLICATIONS

As stated above, the financial implications of the revised agreement remain the same, with the initial year's revenue of \$175,000 increasing each subsequent year by the CPI Ontario for the previous year.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the Strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant by-law 2020-115 is listed elsewhere on the agenda and recommended for approval.

Respectfully submitted,



Malcolm White

CAO

705.759.5347

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

COUNCIL REPORT

March 18, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman, CAO

DEPARTMENT: Chief Administrative Officer

RE: Police Services Contract for Prince Township

PURPOSE

To seek Council approval to execute a new agreement between the City of Sault Ste. Marie and Prince Township for the provision of policing services.

BACKGROUND

As found in By-law 2014-66 attached the Corporation of the City of Sault Ste. Marie entered into an agreement with The Corporation of the Township of Prince in March, 2014 to provide policing services for a 5-year period. This agreement included an escalation clause such that over the period of the contract, payment for police services would come to equal the same cost incurred by Sault residents. This cost was defined as the reported policing expenditures divided by the number of residents. An amount currently equalling \$371.00 per Sault resident (using 2017 Provincial FIR data) as found in Appendix A that lists the per capita policing costs on the same FIR basis for all surrounding municipalities. As an immediate implementation of the full cost meant a significant increase to the Township's net levy for policing services, it was agreed that the adjustment would be brought in over the term of the contract and future agreements so executed by the two parties to mitigate the impact to Prince Township but be fair and equitable to City of Sault Ste. Marie residents. On December 19, 2017 Prince Township gave formal notice to end the contract effective December 31, 2018 explaining that the Township was going to instead contract with the Ontario Provincial Police (OPP).

ANALYSIS

The Township decided in September, 2018 that due primarily to the significant cost of the arrangement it had intended to enter into with the OPP was not possible and contacted Sault Ste. Marie Police Services (SSMPS) directly to determine if a new agreement could be entered into to have SSMPS continue to provide services after all.

On November 13, 2018, the new SSMPS Police Chief presented a service contract proposal to Prince Township as endorsed by the SSMPS Board. The Township approved at that time contracting to receive the policing services described. It was subsequently explained to both parties that under the Police Act, 2008 such agreements could only be entered into by the consenting municipalities and needed to describe the level as well as type of services to be provided. Until a new agreement could be forged, Council at its meeting of December 10, 2018 agreed to extend the existing 2014 contract between Prince Township and the City under existing provisions.

A draft contract has now been developed by SSMPS for Prince Township and City Council to consider and approve. This is found in By-Law 2019-54 located elsewhere on the agenda. There are four options Council could consider to address this matter.

Option 1: Fee Equal to Sault Ste. Marie per Capita Cost

Council could direct SSMPS to negotiate a higher fee for police services rendered that reflects per capital costs existing in Sault Ste. Marie and surrounding communities. This should include outlining policing services (e.g. cost per call) to be rendered to distinguish what is included in the lower per capita cost charged. This option is not supported by SSMPS staff and their Board as it is believed that a \$175,000 annual fee is reflective of services provided.

Option 2: SSMPS Fee Recommendation

Council could approve the new contract effective February 1, 2019 as recommended by the SSMPS Board at its meeting of February 28, 2019. If approved as amended the annual fee under this contract would be \$175,000 which has been included as a revenue in the 2019 Operating Budget for SSMPS. The City and Township currently have been operating under an extension of the previous contract approved by Council under By-law 2018-232 at its meeting of December 10, 2018 while SSMPS worked to draft and get Board approval for a new agreement. The increased payments of \$17,448 for January 2019 under the current contract extension provide for an additional in revenue of \$2,894 in 2019.

Option 3: Graduate Fee Increase to Sault Ste. Marie per Capita

Council could indicate that it wishes to return to the original agreement which provides a graduated scale to eventually align the Townships per capita costs with Sault Ste. Marie. Under the original contract that was set to be renewed in May 2019, the amount to be charged in 2019 was \$209,700 to increase by 10% each year extension (e.g. to \$230,700 in 2020). The graduated increases would still take several years to bring per capita costs in Prince Township to the \$371 per resident cost for policing services experienced in Sault Ste. Marie.

Option 4: No Agreement

Council could choose not to enter into an agreement and cease providing police services to Prince Township. Unfortunately, this would leave Prince Township without policing services unless it chooses to contract with the OPP or other provider. For the City it would represent a budget pressure of approximately \$122,656 in 2019 (or \$175,000 minus \$17,448 invoiced per month for January to March 2019).

FINANCIAL IMPLICATIONS

The 2019 Budget for SSMPS includes \$175,000 in revenue associated with the fee for service agreement recommended by the SSMPS Board. If the new contract is approved the City would receive \$177,894 in 2019 or \$2,894 over SSMPS' 2019 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:

The relevant By-law 2019-54 is listed elsewhere on the Agenda and is recommended for approval

Respectfully submitted,



Al Horsman
Chief Administrative Officer
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, Manager of Audits and Capital Planning

DEPARTMENT: Corporate Services

RE: First Quarter Financial Report – March 31, 2020

PURPOSE

The purpose of this report is to provide a Three Month Financial Report to March 31, 2020.

BACKGROUND

Unaudited Financial Reports are provided to Council quarterly for information.

ANALYSIS

Most departments are trending on budget as of March 31, 2020.

With fewer significant winter events experienced in the first quarter of the year, the Public Works and Engineering department is trending under budget for Winter Control costs. However, the spring job portion of winter control is still in its early stages, and a harsher than normal early winter season (November and December 2020) can quickly drain remaining winter control resources.

No other significant variances from budget are noted for the first quarter of 2020.*

*The financial effects of the COVID-19 pandemic were not significant until after the end of the first quarter.

Net assessment growth to March 31, 2020 was -0.05% (see "Appendix A")

FINANCIAL IMPLICATIONS

At this early point in the 2020 fiscal year, and with the financial implications of the COVID-19 pandemic, it is very difficult to predict what financial position the City will be in at year end 2020.

Elsewhere on the agenda is a report from the Chief Financial Officer & Treasurer detailing the current budgetary impacts of the pandemic.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Audits and Capital Planning dated May 25, 2020 concerning the First Quarter Financial Report to March 31, 2020 be received as information.

Respectfully submitted,



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

Net Assessment Growth to March 31, 2020

	2020 Total Assessment Based on Returned Roll	2020 Total Assessment to March 31, 2020	Difference Between Returned Roll and Year End	
Class	CVA	CVA	\$	%
Taxable				
Residential	5,529,607,618	5,529,637,018	29,400	0.00%
New Multi-residential	3,405,000	3,405,000	0	0.00%
Multi-residential	430,646,638	430,646,638	0	
Com. Occupied	700,359,444	698,645,844	-1,713,600	-0.24%
Com. Exc. Land	4,940,660	4,940,660	0	0.00%
Com. On-Farm Bus.	3,800	3,800	0	
Shopping Occ.	149,508,430	147,502,030	-2,006,400	-1.34%
Office Occupied	17,383,500	17,383,500	0	0.00%
Parking/Vac. Land	29,771,800	29,771,800	0	0.00%
Ind. Occupied	44,474,800	44,474,800	0	0.00%
Ind. Exc. Land	811,800	811,800	0	0.00%
Ind. Vac. Land	6,483,500	6,483,500	0	0.00%
Ind. On-Farm Bus.	37,800	37,800	0	
Large Ind. Occ.	58,851,900	58,851,900	0	0.00%
Large Ind. Exc.	1,437,200	1,437,200	0	0.00%
Pipelines	26,281,000	26,281,000	0	0.00%
Farm	2,101,400	2,205,400	104,000	4.95%
Managed Forests	2,490,200	2,490,200	0	0.00%
Commercial Total Taxable	901,967,634	898,247,634	-3,720,000	-0.41%
Industrial Total Taxable	112,097,000	112,097,000	0	0.00%
Total Taxable	7,008,596,490	7,005,009,890	-3,586,600	-0.05%

City of Sault Ste. Marie - First Quarter Ended March 31, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To: March	Actual Year End	2019	Budget-Rem
				75%			2019	YTD 2019
REVENUE								
Taxation	(\$57,917,809.05)	(\$120,985,175.00)	(\$63,067,365.95)	52.13%	(\$55,531,929.55)	(\$117,484,711.15)	(\$117,173,658.00)	52.61%
Payment in Lieu of taxes	(\$526,504.15)	(\$4,347,584.00)	(\$3,821,079.85)	87.89%	(\$499,224.99)	(\$4,347,638.03)	(\$4,366,415.00)	88.57%
Fees and user charges	(\$6,411,870.09)	(\$29,521,441.00)	(\$23,109,570.91)	78.28%	(\$6,763,270.51)	(\$28,548,765.80)	(\$28,952,319.00)	76.64%
Government grants	(\$4,423,306.58)	(\$18,721,680.00)	(\$14,298,373.42)	76.37%	(\$4,369,333.17)	(\$18,959,303.44)	(\$18,293,944.00)	76.12%
Interest and investment income	(\$831,236.95)	(\$4,320,000.00)	(\$3,488,763.05)	80.76%	(\$743,859.68)	(\$5,355,145.41)	(\$4,320,000.00)	82.78%
Contribution from own funds		(\$195,000.00)	(\$195,000.00)	100.00%		(\$3,190,140.25)	(\$165,500.00)	100.00%
Other income	(\$144,295.58)	(\$2,831,243.00)	(\$2,686,947.42)	94.90%	(\$541,502.05)	(\$3,262,478.62)	(\$2,930,000.00)	81.52%
Change in future employee benefits			\$0.00	0.00%		(\$15,294.99)		0.00%
	(\$70,255,022.40)	(\$180,922,123.00)	(\$110,667,100.60)	61.17%	(\$68,449,119.95)	(\$181,163,477.69)	(\$176,201,836.00)	61.15%
EXPENDITURES								
Salaries	\$10,629,408.66	\$48,164,664.00	\$37,535,255.34	77.93%	\$10,371,385.58	\$50,936,877.96	\$45,987,298.00	77.45%
Benefits	\$2,996,422.44	\$13,660,303.00	\$10,663,880.56	78.06%	\$3,159,341.48	\$12,387,086.68	\$13,839,887.00	77.17%
TOTAL SALARIES/BENEFITS	\$13,625,831.10	\$61,824,967.00	\$48,199,135.90	77.96%	\$13,530,727.06	\$63,323,964.64	\$59,827,185.00	77.38%
Travel and training	\$75,170.87	\$507,241.00	\$432,070.13	85.18%	\$48,824.46	\$293,366.33	\$460,544.00	89.40%
Vehicle allowance, maintenance and repairs	\$1,319,835.83	\$3,782,681.00	\$2,462,845.17	65.11%	\$1,797,440.49	\$5,722,667.57	\$3,500,634.00	48.65%
Utilities and Fuel	\$2,598,967.01	\$10,357,453.00	\$7,758,485.99	74.91%	\$2,193,427.92	\$9,624,803.11	\$10,275,237.00	78.65%
Materials and supplies	\$1,494,183.81	\$5,302,015.00	\$3,807,831.19	71.82%	\$1,307,898.58	\$6,044,896.13	\$5,418,804.00	75.86%
Maintenance and repairs	\$508,517.70	\$2,203,724.00	\$1,695,206.30	76.92%	\$507,642.27	\$2,216,873.30	\$2,238,988.00	77.33%
Program expenses	\$223,552.91	\$930,720.00	\$707,167.09	75.98%	\$35,056.36	\$947,926.75	\$922,725.00	96.20%
Goods for resale	\$139,752.70	\$576,422.00	\$436,669.30	75.76%	\$173,902.21	\$610,810.99	\$600,690.00	71.05%
Rents and leases	\$17,384.51	\$92,052.00	\$74,667.49	81.11%	\$16,456.43	\$92,806.13	\$95,950.00	82.85%
Taxes and licenses	\$48,985.62	\$1,735,579.00	\$1,686,593.38	97.18%	\$67,848.53	\$1,433,974.33	\$1,740,201.00	96.10%
Financial expenses	\$1,271,602.67	\$2,640,058.00	\$1,368,455.33	51.83%	\$676,621.88	\$3,569,860.01	\$2,647,601.00	74.44%
Purchased and contracted services	\$1,687,770.91	\$9,962,147.00	\$8,274,376.09	83.06%	\$1,909,748.27	\$9,833,291.61	\$9,882,194.00	80.67%
Grants to others	\$13,065,610.23	\$54,342,735.00	\$41,277,124.77	75.96%	\$13,486,937.99	\$52,763,404.04	\$52,168,036.00	74.15%
Long term debt	\$1,089,530.07	\$2,875,685.00	\$1,786,154.93	62.11%	\$1,089,530.07	\$2,867,066.52	\$2,875,685.00	62.11%
Transfer to own funds	\$47,153.66	\$23,667,785.00	\$23,620,631.34	99.80%	\$283,707.00	\$22,259,900.16	\$23,476,782.00	98.79%
Capital expense	\$40,491.22	\$340,989.00	\$300,497.78	88.13%	\$22,137.05	\$336,951.42	\$290,710.00	92.39%
Less: recoverable costs	(\$57,851.61)	(\$220,130.00)	(\$162,278.39)	73.72%	(\$93,741.39)	(\$779,085.35)	(\$220,130.00)	57.42%
TOTAL OTHER EXPENSES	\$23,570,658.11	\$119,097,156.00	\$95,526,497.89	80.21%	\$23,523,438.12	\$117,839,513.05	\$116,374,651.00	79.79%
	\$37,196,489.21	\$180,922,123.00	\$143,725,633.79	79.44%	\$37,054,165.18	\$181,163,477.69	\$176,201,836.00	78.97%
NET (REVENUE)/EXPENDITURE	(\$33,058,533.19)	\$0.00	\$33,058,533.19		(\$31,394,954.77)	\$0.00	\$0.00	
Mayor and Council	\$174,336.67	\$721,836.00	\$547,499.33					
Chief Administrative Officer	\$94,645.41	\$388,675.00	\$294,029.59					
Corporate Services	\$1,976,591.33	\$8,317,831.00	\$6,341,239.67					
Legal	(\$57,364.67)	\$1,588,462.00	\$1,645,826.67					
Fire Services	\$3,154,706.43	\$14,208,309.00	\$11,053,602.57					
Public Works and Engineering	\$9,686,045.56	\$43,777,582.00	\$34,091,536.44					
Community Development and Enterprise S	\$3,531,208.91	\$14,615,959.00	\$11,084,750.09					
Levy Board	\$5,329,804.50	\$21,319,218.00	\$15,989,413.50					
Outside Agencies	\$7,733,769.24	\$31,357,096.00	\$23,623,326.76					
Outside Agencies - Other	(\$48,213.00)	\$1,492,056.00	\$1,540,269.00					
Economic Diversification Fund	\$46,132.98	\$500,000.00	\$453,867.02					
Corporate	(\$65,668,284.82)	(\$147,055,289.00)	(\$81,387,004.18)					
Capital and Debt	\$988,088.27	\$8,768,265.00	\$7,780,176.73					
	(\$33,058,533.19)	\$0.00	\$33,058,533.19					

Mayor & Council - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage Budget-Rem	2019 Actual To: March	2019 Actual Year End	Budget 2019	Percentage Budget-Rem YTD 2019
FISCAL YEAR REMAINING% :	Actual	2020		75%				
REVENUE								
Contribution from own funds			\$0.00	0.00%		(\$13,406.17)		0.00%
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$13,406.17)	\$0.00	0.00%
EXPENDITURES								
Salaries	\$97,866.49	\$467,925.00	\$370,058.51	79.09%	\$104,759.52	\$400,570.59	\$453,967.00	76.92%
Benefits	\$16,011.84	\$64,726.00	\$48,714.16	75.26%	\$16,538.47	\$56,956.30	\$55,817.00	70.37%
TOTAL SALARIES/BENEFITS	\$113,878.33	\$532,651.00	\$418,772.67	78.62%	\$121,297.99	\$457,526.89	\$509,784.00	76.21%
Travel and training	\$6,284.82	\$53,500.00	\$47,215.18	88.25%	\$1,979.18	\$6,431.93	\$53,500.00	96.30%
Vehicle allowance, maintenance and repairs	\$7,481.91	\$35,675.00	\$28,193.09	79.03%	\$7,526.53	\$28,658.98	\$35,675.00	78.90%
Materials and supplies	\$44,960.44	\$61,910.00	\$16,949.56	27.38%	\$38,543.95	\$62,280.07	\$63,503.00	39.30%
Purchased and contracted services	\$306.17	\$3,100.00	\$2,793.83	90.12%	(\$72.83)	\$2,599.31	\$3,100.00	102.35%
Grants to others	\$1,425.00	\$35,000.00	\$33,575.00	95.93%	\$10,250.01	\$12,811.45	\$35,000.00	70.71%
Transfer to own funds			\$0.00	0.00%		\$15,641.77		0.00%
TOTAL OTHER EXPENSES	\$60,458.34	\$189,185.00	\$128,726.66	68.04%	\$58,226.84	\$128,423.51	\$190,778.00	69.48%
	\$174,336.67	\$721,836.00	\$547,499.33	75.85%	\$179,524.83	\$585,950.40	\$700,562.00	74.37%
NET (REVENUE)/EXPENDITURE	\$174,336.67	\$721,836.00	\$547,499.33	75.85%	\$179,524.83	\$572,544.23	\$700,562.00	74.37%

CAO's Office - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage Budget-Rem	2019 Actual To: March	2019 Actual Year End	Budget 2019	Percentage Budget-Rem YTD 2019
FISCAL YEAR REMAINING% :	Actual	2020		75%				
REVENUE								
Contribution from own funds			\$0.00	0.00%		(\$6,760.02)		0.00%
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$6,760.02)	\$0.00	0.00%
EXPENDITURES								
Salaries	\$69,189.86	\$296,395.00	\$227,205.14	76.66%	\$63,253.33	\$408,158.97	\$288,555.00	78.08%
Benefits	\$20,177.93	\$69,220.00	\$49,042.07	70.85%	\$19,293.23	\$75,173.20	\$70,999.00	72.83%
TOTAL SALARIES/BENEFITS	\$89,367.79	\$365,615.00	\$276,247.21	75.56%	\$82,546.56	\$483,332.17	\$359,554.00	77.04%
Travel and training	\$1,032.92	\$5,050.00	\$4,017.08	79.55%		\$2,987.20	\$9,215.00	100.00%
Vehicle allowance, maintenance and repairs	\$1,227.54	\$4,480.00	\$3,252.46	72.60%	\$1,204.65	\$5,430.99	\$4,480.00	73.11%
Materials and supplies	\$3,017.16	\$13,290.00	\$10,272.84	77.30%	\$1,257.51	\$10,943.40	\$9,364.00	86.57%
Maintenance and repairs			\$0.00	0.00%			\$150.00	100.00%
Purchased and contracted services		\$90.00	\$90.00	100.00%			\$90.00	100.00%
Capital expense		\$150.00	\$150.00	100.00%			\$150.00	100.00%
TOTAL OTHER EXPENSES	\$5,277.62	\$23,060.00	\$17,782.38	77.11%	\$2,462.16	\$19,361.59	\$23,449.00	89.50%
	\$94,645.41	\$388,675.00	\$294,029.59	75.65%	\$85,008.72	\$502,693.76	\$383,003.00	77.80%
NET (REVENUE)/EXPENDITURE	\$94,645.41	\$388,675.00	\$294,029.59	75.65%	\$85,008.72	\$495,933.74	\$383,003.00	77.80%

Corporate Services - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage Budget-Rem	2019 Actual To:	2019 Actual	Budget	Percentage Budget-Rem
<i>FISCAL YEAR REMAINING% :</i>	Actual	2020		75%	March	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$35,625.45)	(\$152,270.00)	(\$116,644.55)	76.60%	(\$31,274.69)	(\$152,390.83)	(\$194,402.00)	83.91%
Government grants	\$123,689.28	(\$1,540.00)	(\$125,229.28)	8,131.77%		(\$127,269.78)	(\$1,540.00)	100.00%
Contribution from own funds			\$0.00	0.00%		(\$72,952.42)		0.00%
Other income	(\$36,915.66)	(\$120,293.00)	(\$83,377.34)	69.31%	(\$27,752.43)	(\$139,197.38)	(\$116,400.00)	76.16%
	\$51,148.17	(\$274,103.00)	(\$325,251.17)	118.66%	(\$59,027.12)	(\$491,810.41)	(\$312,342.00)	81.10%
EXPENDITURES								
Salaries	\$966,778.52	\$4,476,419.00	\$3,509,640.48	78.40%	\$930,288.81	\$4,153,782.48	\$4,277,751.00	78.25%
Benefits	\$510,661.07	\$1,905,077.00	\$1,394,415.93	73.19%	\$502,778.65	\$1,962,301.37	\$1,841,206.00	72.69%
TOTAL SALARIES/BENEFITS	\$1,477,439.59	\$6,381,496.00	\$4,904,056.41	76.85%	\$1,433,067.46	\$6,116,083.85	\$6,118,957.00	76.58%
Travel and training	\$10,761.93	\$139,445.00	\$128,683.07	92.28%	\$7,892.42	\$57,363.34	\$88,445.00	91.08%
Vehicle allowance, maintenance and repairs	\$98.58	\$1,340.00	\$1,241.42	92.64%	\$116.28	\$1,069.39	\$1,700.00	93.16%
Materials and supplies	\$57,976.41	\$80,496.00	\$22,519.59	27.98%	\$55,488.27	\$45,196.62	\$92,069.00	39.73%
Maintenance and repairs	\$124,608.15	\$670,037.00	\$545,428.85	81.40%	\$132,619.01	\$625,374.76	\$658,123.00	79.85%
Goods for resale		\$19,200.00	\$19,200.00	100.00%		\$9,600.00	\$19,200.00	100.00%
Rents and leases	\$4,552.34	\$3,000.00	(\$1,552.34)	(51.74%)		\$11,294.33	\$7,625.00	100.00%
Financial expenses	\$8,095.98	\$60,750.00	\$52,654.02	86.67%	\$4,910.53	\$44,517.45	\$65,000.00	92.45%
Purchased and contracted services	\$236,581.28	\$1,040,620.00	\$804,038.72	77.27%	\$152,451.41	\$1,305,185.45	\$1,073,348.00	85.80%
Grants to others		\$2,000.00	\$2,000.00	100.00%		\$583.39	\$2,000.00	100.00%
Transfer to own funds		\$75,000.00	\$75,000.00	100.00%		\$72,290.43	\$75,000.00	100.00%
Capital expense	\$5,328.90	\$118,550.00	\$113,221.10	95.50%	\$8,626.26	\$99,542.51	\$117,887.00	92.68%
TOTAL OTHER EXPENSES	\$448,003.57	\$2,210,438.00	\$1,762,434.43	79.73%	\$362,104.18	\$2,272,017.67	\$2,200,397.00	83.54%
	\$1,925,443.16	\$8,591,934.00	\$6,666,490.84	77.59%	\$1,795,171.64	\$8,388,101.52	\$8,319,354.00	78.42%
NET (REVENUE)/EXPENDITURE	\$1,976,591.33	\$8,317,831.00	\$6,341,239.67	76.24%	\$1,736,144.52	\$7,896,291.11	\$8,007,012.00	78.32%
HR	520,339.34	2,081,320.00	1,560,980.66	75.00%				
IT	512,996.97	2,445,001.00	1,932,004.03	79.02%				
Clerks	207,809.98	1,095,081.00	887,271.02	81.02%				
Finance	735,445.04	2,696,429.00	1,960,983.96	72.73%				
	1,976,591.33	8,317,831.00	6,341,239.67					

Legal Department - First Quarter Ended March 31, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				75%	March	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$498,559.35)	(\$1,767,019.00)	(\$1,268,459.65)	71.79%	(\$649,360.14)	(\$2,160,551.91)	(\$2,261,698.00)	71.29%
Government grants		(\$27,518.00)	(\$27,518.00)	100.00%				0.00%
Interest and Investment income	(\$3,070.55)		\$3,070.55	0.00%	(\$4,666.19)	(\$15,383.76)		0.00%
Contribution from own funds			\$0.00	0.00%		(\$15,426.65)		0.00%
	(\$501,629.90)	(\$1,794,537.00)	(\$1,292,907.10)	72.05%	(\$654,026.33)	(\$2,191,362.32)	(\$2,261,698.00)	71.08%
EXPENDITURES								
Salaries	\$247,764.53	\$1,135,535.00	\$887,770.47	78.18%	\$226,803.28	\$1,049,864.40	\$1,040,668.00	78.21%
Benefits	\$74,133.41	\$292,617.00	\$218,483.59	74.67%	\$68,273.54	\$260,154.64	\$289,740.00	76.44%
TOTAL SALARIES/BENEFITS	\$321,897.94	\$1,428,152.00	\$1,106,254.06	77.46%	\$295,076.82	\$1,310,019.04	\$1,330,408.00	77.82%
Travel and training	\$6,303.09	\$25,335.00	\$19,031.91	75.12%	\$5,879.61	\$26,063.13	\$21,285.00	72.38%
Materials and supplies	\$16,800.75	\$79,730.00	\$62,929.25	78.93%	\$15,238.31	\$75,517.71	\$75,837.00	79.91%
Maintenance and repairs		\$2,146.00	\$2,146.00	100.00%	\$13,513.46	\$30,072.14	\$4,000.00	(237.84%)
Rents and leases	\$10,990.53	\$78,802.00	\$67,811.47	86.05%	\$16,456.43	\$79,670.16	\$78,075.00	78.92%
Taxes and licenses	\$40,981.54	\$1,438,464.00	\$1,397,482.46	97.15%	\$65,712.07	\$1,166,406.20	\$1,441,736.00	95.44%
Purchased and contracted services	\$44,692.69	\$322,370.00	\$277,677.31	86.14%	\$50,960.42	\$330,112.00	\$302,000.00	83.13%
Transfer to own funds			\$0.00	0.00%		\$92,558.82	\$102,200.00	100.00%
Capital expense	\$2,598.69	\$8,000.00	\$5,401.31	67.52%	\$662.45	\$4,983.15	\$10,000.00	93.38%
TOTAL OTHER EXPENSES	\$122,367.29	\$1,954,847.00	\$1,832,479.71	93.74%	\$168,422.75	\$1,805,383.31	\$2,035,133.00	91.72%
	\$444,265.23	\$3,382,999.00	\$2,938,733.77	86.87%	\$463,499.57	\$3,115,402.35	\$3,365,541.00	86.23%
NET (REVENUE)/EXPENDITURE	(\$57,364.67)	\$1,588,462.00	\$1,645,826.67	103.61%	(\$190,526.76)	\$924,040.03	\$1,103,843.00	117.26%

Fire Services - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage Budget-Rem	2019 Actual To:	2019 Actual	Budget	Percentage Budget-Rem
<i>FISCAL YEAR REMAINING% :</i>	Actual	2020		75%	March	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$37,710.71)	(\$252,142.00)	(\$214,431.29)	85.04%	(\$36,456.21)	(\$195,793.36)	(\$221,442.00)	83.54%
Government grants			\$0.00	0.00%		(\$1,547.00)		0.00%
Contribution from own funds			\$0.00	0.00%		(\$19,808.75)		0.00%
Other income		(\$2,700.00)	(\$2,700.00)	100.00%		(\$2,701.93)	(\$6,000.00)	100.00%
	(\$37,710.71)	(\$254,842.00)	(\$217,131.29)	85.20%	(\$36,456.21)	(\$219,851.04)	(\$227,442.00)	83.97%
EXPENDITURES								
Salaries	\$2,371,381.81	\$10,298,901.00	\$7,927,519.19	76.97%	\$2,200,978.29	\$12,070,900.34	\$9,620,896.00	77.12%
Benefits	\$641,225.50	\$3,061,275.00	\$2,420,049.50	79.05%	\$677,881.82	\$2,832,475.24	\$3,029,918.00	77.63%
TOTAL SALARIES/BENEFITS	\$3,012,607.31	\$13,360,176.00	\$10,347,568.69	77.45%	\$2,878,860.11	\$14,903,375.58	\$12,650,814.00	77.24%
Travel and training	\$21,668.10	\$116,220.00	\$94,551.90	81.36%	\$13,697.38	\$62,857.16	\$110,720.00	87.63%
Vehicle allowance, maintenance and repairs	\$37,694.41	\$145,929.00	\$108,234.59	74.17%	\$69,391.45	\$239,348.16	\$100,580.00	31.01%
Utilities and Fuel	\$52,047.17	\$264,989.00	\$212,941.83	80.36%	\$65,449.17	\$225,071.22	\$250,769.00	73.90%
Materials and supplies	\$21,441.25	\$80,600.00	\$59,158.75	73.40%	(\$17,409.20)	\$147,966.34	\$134,846.00	112.91%
Maintenance and repairs	\$42,597.18	\$110,771.00	\$68,173.82	61.54%	\$46,598.95	\$172,927.97	\$110,965.00	58.01%
Financial expenses	\$296.49	\$2,500.00	\$2,203.51	88.14%	\$267.57	\$2,636.27	\$2,500.00	89.30%
Purchased and contracted services	\$128.87	\$18,400.00	\$18,271.13	99.30%	\$715.76	\$15,448.30	\$15,755.00	95.46%
Transfer to own funds		\$303,000.00	\$303,000.00	100.00%		\$333,201.18	\$303,000.00	100.00%
Capital expense	\$3,936.36	\$60,566.00	\$56,629.64	93.50%		\$43,135.82	\$60,566.00	100.00%
TOTAL OTHER EXPENSES	\$179,809.83	\$1,102,975.00	\$923,165.17	83.70%	\$178,711.08	\$1,242,592.42	\$1,089,701.00	83.60%
	\$3,192,417.14	\$14,463,151.00	\$11,270,733.86	77.93%	\$3,057,571.19	\$16,145,968.00	\$13,740,515.00	77.75%
NET (REVENUE)/EXPENDITURE	\$3,154,706.43	\$14,208,309.00	\$11,053,602.57	77.80%	\$3,021,114.98	\$15,926,116.96	\$13,513,073.00	77.64%

Public Works & Engineering - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	Budget	Budget-Rem
FISCAL YEAR REMAINING% :				75%	March	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$515,627.41)	(\$3,455,659.00)	(\$2,940,031.59)	85.08%	(\$628,836.03)	(\$3,724,212.95)	(\$3,102,230.00)	79.73%
Government grants	(\$9,241.31)	(\$664,013.00)	(\$654,771.69)	98.61%	(\$9,722.22)	(\$711,357.46)	(\$689,013.00)	98.59%
Contribution from own funds		(\$5,000.00)	(\$5,000.00)	100.00%		(\$96,658.93)	(\$10,500.00)	100.00%
Other income	(\$14,892.07)	(\$75,000.00)	(\$60,107.93)	80.14%	(\$13,645.38)	(\$120,451.80)	(\$18,500.00)	26.24%
	(\$539,760.79)	(\$4,199,672.00)	(\$3,659,911.21)	87.15%	(\$652,203.63)	(\$4,652,681.14)	(\$3,820,243.00)	82.93%
EXPENDITURES								
Salaries	\$4,071,963.97	\$18,508,964.00	\$14,437,000.03	78.00%	\$4,126,458.93	\$17,962,458.14	\$17,724,110.00	76.72%
Benefits	\$1,037,734.85	\$5,116,965.00	\$4,079,230.15	79.72%	\$1,158,639.37	\$4,413,604.52	\$5,261,474.00	77.98%
TOTAL SALARIES/BENEFITS	\$5,109,698.82	\$23,625,929.00	\$18,516,230.18	78.37%	\$5,285,098.30	\$22,376,062.66	\$22,985,584.00	77.01%
Travel and training	\$16,806.71	\$85,926.00	\$69,119.29	80.44%	\$12,850.59	\$84,774.89	\$105,509.00	87.82%
Vehicle allowance, maintenance and repairs	\$1,038,057.38	\$2,632,188.00	\$1,594,130.62	60.56%	\$1,496,181.74	\$4,358,928.84	\$2,475,237.00	39.55%
Utilities and Fuel	\$1,752,390.29	\$6,987,530.00	\$5,235,139.71	74.92%	\$1,424,980.87	\$6,312,813.02	\$6,887,326.00	79.31%
Materials and supplies	\$1,120,106.42	\$3,658,299.00	\$2,538,192.58	69.38%	\$1,050,365.48	\$4,254,899.93	\$3,757,415.00	72.05%
Maintenance and repairs	\$47,256.90	\$199,140.00	\$151,883.10	76.27%	\$52,681.47	\$238,509.26	\$260,000.00	79.74%
Taxes and licenses	\$8,004.08	\$124,715.00	\$116,710.92	93.58%	\$2,054.46	\$80,260.00	\$127,715.00	98.39%
Financial expenses	\$653.48	\$5,518.00	\$4,864.52	88.16%	\$529.73	\$6,244.72	\$2,507.00	78.87%
Purchased and contracted services	\$1,188,245.00	\$7,050,675.00	\$5,862,430.00	83.15%	\$1,372,269.49	\$6,788,990.88	\$7,015,823.00	80.44%
Transfer to own funds		\$3,732,846.00	\$3,732,846.00	100.00%	\$283,707.00	\$4,244,834.06	\$3,241,738.00	91.25%
Capital expense	\$2,438.88	\$94,618.00	\$92,179.12	97.42%	\$1,526.40	\$17,343.40	\$51,022.00	97.01%
Less: recoverable costs	(\$57,851.61)	(\$220,130.00)	(\$162,278.39)	73.72%	(\$93,741.39)	(\$779,085.35)	(\$220,130.00)	57.42%
TOTAL OTHER EXPENSES	\$5,116,107.53	\$24,351,325.00	\$19,235,217.47	78.99%	\$5,603,405.84	\$25,608,513.65	\$23,704,162.00	76.36%
	\$10,225,806.35	\$47,977,254.00	\$37,751,447.65	78.69%	\$10,888,504.14	\$47,984,576.31	\$46,689,746.00	76.68%
NET (REVENUE)/EXPENDITURE	\$9,686,045.56	\$43,777,582.00	\$34,091,536.44	77.87%	\$10,236,300.51	\$43,331,895.17	\$42,869,503.00	76.12%
Public Works	6,977,838.83	30,177,585.00	23,199,746.17	76.88%				
Engineering	2,708,206.73	13,599,997.00	10,891,790.27	80.09%				
	9,686,045.56	43,777,582.00	34,091,536.44					

Public Works - First Quarter Ended March 31, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				75%	March	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$406,816.64)	(\$2,249,886.00)	(\$1,843,069.36)	81.92%	(\$506,227.82)	(\$2,483,204.96)	(\$1,902,604.00)	73.39%
Government grants	(\$9,241.31)	(\$634,013.00)	(\$624,771.69)	98.54%	(\$9,722.22)	(\$647,539.90)	(\$659,013.00)	98.52%
Contribution from own funds		(\$5,000.00)	(\$5,000.00)	100.00%		(\$79,833.28)	(\$10,500.00)	100.00%
Other income	(\$14,830.84)	(\$75,000.00)	(\$60,169.16)	80.23%	(\$13,529.72)	(\$120,336.14)	(\$18,500.00)	26.87%
	(\$430,888.79)	(\$2,963,899.00)	(\$2,533,010.21)	85.46%	(\$529,479.76)	(\$3,330,914.28)	(\$2,590,617.00)	79.56%
EXPENDITURES								
Salaries	\$3,447,488.28	\$15,437,391.00	\$11,989,902.72	77.67%	\$3,521,877.53	\$15,092,996.30	\$14,732,971.00	76.10%
Benefits	\$862,327.57	\$4,374,324.00	\$3,511,996.43	80.29%	\$984,931.28	\$3,739,017.56	\$4,452,457.00	77.88%
TOTAL SALARIES/BENEFITS	\$4,309,815.85	\$19,811,715.00	\$15,501,899.15	78.25%	\$4,506,808.81	\$18,832,013.86	\$19,185,428.00	76.51%
Travel and training	\$9,889.73	\$58,070.00	\$48,180.27	82.97%	\$10,425.27	\$71,221.13	\$78,040.00	86.64%
Vehicle allowance, maintenance and repairs	\$1,032,275.53	\$2,605,677.00	\$1,573,401.47	60.38%	\$1,491,928.61	\$4,336,346.38	\$2,449,933.00	39.10%
Utilities and Fuel	\$513,803.20	\$1,626,188.00	\$1,112,384.80	68.40%	\$603,937.99	\$1,713,207.40	\$1,561,574.00	61.33%
Materials and supplies	\$1,075,763.73	\$3,428,283.00	\$2,352,519.27	68.62%	\$1,004,873.58	\$4,052,850.93	\$3,513,292.00	71.40%
Taxes and licenses	\$8,004.08	\$124,715.00	\$116,710.92	93.58%	\$2,054.46	\$80,260.00	\$127,715.00	98.39%
Financial expenses	\$519.43	\$5,000.00	\$4,480.57	89.61%	\$397.88	\$5,402.34	\$2,000.00	80.11%
Purchased and contracted services	\$516,076.22	\$3,348,217.00	\$2,832,140.78	84.59%	\$470,301.22	\$3,180,570.16	\$3,292,995.00	85.72%
Transfer to own funds		\$2,307,149.00	\$2,307,149.00	100.00%	\$283,707.00	\$1,996,122.18	\$1,829,512.00	84.49%
Capital expense	\$431.46	\$46,600.00	\$46,168.54	99.07%			\$3,000.00	100.00%
Less: recoverable costs	(\$57,851.61)	(\$220,130.00)	(\$162,278.39)	73.72%	(\$93,741.39)	(\$779,085.35)	(\$220,130.00)	57.42%
TOTAL OTHER EXPENSES	\$3,098,911.77	\$13,329,769.00	\$10,230,857.23	76.75%	\$3,773,884.62	\$14,656,895.17	\$12,637,931.00	70.14%
	\$7,408,727.62	\$33,141,484.00	\$25,732,756.38	77.65%	\$8,280,693.43	\$33,488,909.03	\$31,823,359.00	73.98%
NET (REVENUE)/EXPENDITURE	\$6,977,838.83	\$30,177,585.00	\$23,199,746.17	76.88%	\$7,751,213.67	\$30,157,994.75	\$29,232,742.00	73.48%
Operations								
Winter Control: Roadways and Side	4,244,419.32	7,946,887.00	3,702,467.68	46.59%				
Sanitary Sewers	148,343.90	1,976,217.00	1,827,873.10	92.49%				
Storm Sewers	15,212.17	620,779.00	605,566.83	97.55%				
Roadways and Sidewalks	(24,049.69)	3,600,228.00	3,624,277.69	100.67%				
Supervision and Overhead	650,116.88	3,069,218.00	2,419,101.12	78.82%				
Traffic & Communications	325,664.67	1,621,055.00	1,295,390.33	79.91%				
Carpentry	194,794.32	643,588.00	448,793.68	69.73%				
Administration	293,448.17	1,638,007.00	1,344,558.83	82.09%				
Buildings & Equipment	(32,214.17)	2,217,699.00	2,249,913.17	101.45%				
Waste Management	514,013.03	3,449,145.00	2,935,131.97	85.10%				
Parks	648,090.23	3,394,762.00	2,746,671.77	80.91%				
	6,977,838.83	30,177,585.00	23,199,746.17					

Engineering - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
				Budget-Rem				Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2020		75%	Actual To: March	Actual Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$108,810.77)	(\$1,205,773.00)	(\$1,096,962.23)	90.98%	(\$122,608.21)	(\$1,241,007.99)	(\$1,199,626.00)	89.78%
Government grants		(\$30,000.00)	(\$30,000.00)	100.00%		(\$63,817.56)	(\$30,000.00)	100.00%
Contribution from own funds			\$0.00	0.00%		(\$16,825.65)		0.00%
Other income	(\$61.23)		\$61.23	0.00%	(\$115.66)	(\$115.66)		0.00%
	(\$108,872.00)	(\$1,235,773.00)	(\$1,126,901.00)	91.19%	(\$122,723.87)	(\$1,321,766.86)	(\$1,229,626.00)	90.02%
EXPENDITURES								
Salaries	\$624,475.69	\$3,071,573.00	\$2,447,097.31	79.67%	\$604,581.40	\$2,869,461.84	\$2,991,139.00	79.79%
Benefits	\$175,407.28	\$742,641.00	\$567,233.72	76.38%	\$173,708.09	\$674,586.96	\$809,017.00	78.53%
TOTAL SALARIES/BENEFITS	\$799,882.97	\$3,814,214.00	\$3,014,331.03	79.03%	\$778,289.49	\$3,544,048.80	\$3,800,156.00	79.52%
Travel and training	\$6,916.98	\$27,856.00	\$20,939.02	75.17%	\$2,425.32	\$13,553.76	\$27,469.00	91.17%
Vehicle allowance, maintenance and repairs	\$5,781.85	\$26,511.00	\$20,729.15	78.19%	\$4,253.13	\$22,582.46	\$25,304.00	83.19%
Utilities and Fuel	\$1,238,587.09	\$5,361,342.00	\$4,122,754.91	76.90%	\$821,042.88	\$4,599,605.62	\$5,325,752.00	84.58%
Materials and supplies	\$44,342.69	\$230,016.00	\$185,673.31	80.72%	\$45,491.90	\$202,049.00	\$244,123.00	81.37%
Maintenance and repairs	\$47,256.90	\$199,140.00	\$151,883.10	76.27%	\$52,681.47	\$238,509.26	\$260,000.00	79.74%
Financial expenses	\$134.05	\$518.00	\$383.95	74.12%	\$131.85	\$842.38	\$507.00	73.99%
Purchased and contracted services	\$672,168.78	\$3,702,458.00	\$3,030,289.22	81.85%	\$901,968.27	\$3,608,420.72	\$3,722,828.00	75.77%
Transfer to own funds		\$1,425,697.00	\$1,425,697.00	100.00%		\$2,248,711.88	\$1,412,226.00	100.00%
Capital expense	\$2,007.42	\$48,018.00	\$46,010.58	95.82%	\$1,526.40	\$17,343.40	\$48,022.00	96.82%
TOTAL OTHER EXPENSES	\$2,017,195.76	\$11,021,556.00	\$9,004,360.24	81.70%	\$1,829,521.22	\$10,951,618.48	\$11,066,231.00	83.47%
	\$2,817,078.73	\$14,835,770.00	\$12,018,691.27	81.01%	\$2,607,810.71	\$14,495,667.28	\$14,866,387.00	82.46%
NET (REVENUE)/EXPENDITURE	\$2,708,206.73	\$13,599,997.00	\$10,891,790.27	80.09%	\$2,485,086.84	\$13,173,900.42	\$13,636,761.00	81.78%

Community Development & Enterprise Services - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
FISCAL YEAR REMAINING% :				75%	March	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$1,867,279.39)	(\$8,412,655.00)	(\$6,545,375.61)	77.80%	(\$2,262,681.14)	(\$8,489,132.86)	(\$8,165,217.00)	72.29%
Government grants	(\$175,127.02)	(\$1,868,209.00)	(\$1,693,081.98)	90.63%	(\$282,535.50)	(\$2,043,124.90)	(\$1,859,805.00)	84.81%
Contribution from own funds		(\$100,000.00)	(\$100,000.00)	100.00%		(\$337,047.44)	(\$75,000.00)	100.00%
Other income	\$5,348.38	(\$103,250.00)	(\$108,598.38)	105.18%	(\$100,204.97)	(\$188,014.30)	(\$141,600.00)	29.23%
	(\$2,037,058.03)	(\$10,484,114.00)	(\$8,447,055.97)	80.57%	(\$2,645,421.61)	(\$11,057,319.50)	(\$10,241,622.00)	74.17%
EXPENDITURES								
Salaries	\$2,804,354.00	\$12,980,525.00	\$10,176,171.00	78.40%	\$2,718,843.42	\$12,530,909.76	\$12,581,351.00	78.39%
Benefits	\$688,477.84	\$3,130,423.00	\$2,441,945.16	78.01%	\$713,936.40	\$2,770,421.41	\$3,270,733.00	78.17%
TOTAL SALARIES/BENEFITS	\$3,492,831.84	\$16,110,948.00	\$12,618,116.16	78.32%	\$3,432,779.82	\$15,301,331.17	\$15,852,084.00	78.34%
Travel and training	\$12,313.30	\$81,765.00	\$69,451.70	84.94%	\$6,525.28	\$52,888.68	\$71,870.00	90.92%
Vehicle allowance, maintenance and repairs	\$235,276.01	\$963,069.00	\$727,792.99	75.57%	\$223,019.84	\$1,089,231.21	\$882,962.00	74.74%
Utilities and Fuel	\$794,529.55	\$3,104,934.00	\$2,310,404.45	74.41%	\$702,997.88	\$3,086,918.87	\$3,137,142.00	77.59%
Materials and supplies	\$178,149.07	\$799,263.00	\$621,113.93	77.71%	\$159,320.99	\$750,682.37	\$773,343.00	79.40%
Maintenance and repairs	\$294,055.47	\$1,221,630.00	\$927,574.53	75.93%	\$262,229.38	\$1,149,989.17	\$1,205,750.00	78.25%
Program expenses	\$33,529.16	\$170,625.00	\$137,095.84	80.35%	\$35,056.36	\$215,234.75	\$162,725.00	78.46%
Goods for resale	\$139,752.70	\$557,222.00	\$417,469.30	74.92%	\$173,902.21	\$601,210.99	\$581,490.00	70.09%
Rents and leases	\$1,841.64	\$10,250.00	\$8,408.36	82.03%		\$1,841.64	\$10,250.00	100.00%
Taxes and licenses		\$172,400.00	\$172,400.00	100.00%	\$82.00	\$187,308.13	\$170,750.00	99.95%
Financial expenses	\$35,606.26	\$91,960.00	\$56,353.74	61.28%	\$28,605.38	\$133,432.09	\$83,264.00	65.64%
Purchased and contracted services	\$213,260.90	\$1,515,892.00	\$1,302,631.10	85.93%	\$333,286.45	\$1,387,820.89	\$1,465,078.00	77.25%
Grants to others	\$110,932.65	\$16,500.00	(\$94,432.65)	(572.32%)	\$134.80	\$68,731.04	\$14,000.00	99.04%
Transfer to own funds		\$224,510.00	\$224,510.00	100.00%		\$441,339.50	\$196,205.00	100.00%
Capital expense	\$26,188.39	\$59,105.00	\$32,916.61	55.69%	\$11,321.94	\$171,946.54	\$51,085.00	77.84%
TOTAL OTHER EXPENSES	\$2,075,435.10	\$8,989,125.00	\$6,913,689.90	76.91%	\$1,936,482.51	\$9,338,575.87	\$8,805,914.00	78.01%
	\$5,568,266.94	\$25,100,073.00	\$19,531,806.06	77.82%	\$5,369,262.33	\$24,639,907.04	\$24,657,998.00	78.23%
NET (REVENUE)/EXPENDITURE	\$3,531,208.91	\$14,615,959.00	\$11,084,750.09	75.84%	\$2,723,840.72	\$13,582,587.54	\$14,416,376.00	81.11%
Planning	345,313.59	989,152.00	643,838.41	65.09%				
LIP	70,182.08	0.00	(70,182.08)	.00%				
Humane Society	149,883.66	600,122.00	450,238.34	75.02%				
Recreation & Culture	298,644.17	1,583,691.00	1,285,046.83	81.14%				
Community Centres								
John Rhodes Community Centre	268,612.11	1,483,879.00	1,215,266.89	81.90%				
McMeeken Centre	44,170.31	158,029.00	113,858.69	72.05%				
Northern Community Centre	(39,648.47)	(21,660.00)	17,988.47	(83.05%)				
Outdoor Pools/ Misc Concessions	12,705.70	161,894.00	149,188.30	92.15%				
Administration	164,526.63	756,122.00	591,595.37	78.24%				
GFL Memorial Gardens	259,788.04	718,592.00	458,803.96	63.85%				
Locks	104.57	27,896.00	27,791.43	99.63%				
Cemetery	14,356.48	(8,842.00)	(23,198.48)	262.37%				
Transit	1,683,751.13	6,481,374.00	4,797,622.87	74.02%				
School Guards	68,221.32	309,245.00	241,023.68	77.94%				
Community Development	59,168.67	444,656.00	385,487.33	86.69%				
Parking	(38,407.51)	120,168.00	158,575.51	131.96%				
Administration	169,836.43	811,641.00	641,804.57	79.07%				
	3,531,208.91	14,615,959.00	11,084,750.09					

Levy Boards - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage Budget-Rem	2019 Actual To: March	2019 Actual Year End	Budget 2019	Percentage Budget-Rem YTD 2019
FISCAL YEAR REMAINING% :	Actual	2020		75%				
REVENUE								
EXPENDITURES								
Grants to others	\$5,329,804.50	\$21,319,218.00	\$15,989,413.50	75.00%	\$5,215,760.69	\$21,088,928.00	\$21,257,110.00	75.46%
TOTAL OTHER EXPENSES	\$5,329,804.50	\$21,319,218.00	\$15,989,413.50	75.00%	\$5,215,760.69	\$21,088,928.00	\$21,257,110.00	75.46%
	\$5,329,804.50	\$21,319,218.00	\$15,989,413.50	75.00%	\$5,215,760.69	\$21,088,928.00	\$21,257,110.00	75.46%
NET (REVENUE)/EXPENDITURE	\$5,329,804.50	\$21,319,218.00	\$15,989,413.50	75.00%	\$5,215,760.69	\$21,088,928.00	\$21,257,110.00	75.46%

Outside Agencies (Main) - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage	2019 Actual To:	2019 Actual	Percentage	
				Budget-Rem			Budget	Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2020		75%	March	Year End	2019	YTD 2019
REVENUE								
Government grants	\$110,321.16	(\$200,000.00)	(\$310,321.16)	155.16%	(\$16,746.45)	(\$169,666.61)	(\$200,000.00)	91.63%
	\$110,321.16	(\$200,000.00)	(\$310,321.16)	155.16%	(\$16,746.45)	(\$169,666.61)	(\$200,000.00)	91.63%
EXPENDITURES								
Grants to others	\$7,623,448.08	\$31,477,096.00	\$23,853,647.92	75.78%	\$7,957,251.00	\$30,099,430.44	\$29,367,005.00	(2.49%)
Transfer to own funds		\$80,000.00	\$80,000.00	100.00%		\$80,000.00	\$80,000.00	100.00%
TOTAL OTHER EXPENSES	\$7,623,448.08	\$31,557,096.00	\$23,933,647.92	75.84%	\$7,957,251.00	\$30,179,430.44	\$29,447,005.00	(2.49%)
	\$7,623,448.08	\$31,557,096.00	\$23,933,647.92	75.84%	\$7,957,251.00	\$30,179,430.44	\$29,447,005.00	(2.49%)
NET (REVENUE)/EXPENDITURE	\$7,733,769.24	\$31,357,096.00	\$23,623,326.76	75.34%	\$7,940,504.55	\$30,009,763.83	\$29,247,005.00	(2.61%)

Outside Agencies (Other) - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage	2019 Actual To:	2019 Actual	Budget	Percentage
				Budget-Rem				Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2020		75%	March	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$48,213.00)	(\$130,000.00)	(\$81,787.00)	62.91%	(\$19,144.12)	(\$117,181.12)	(\$120,000.00)	84.05%
Contribution from own funds		(\$90,000.00)	(\$90,000.00)	100.00%		(\$78,120.75)	(\$80,000.00)	100.00%
	(\$48,213.00)	(\$220,000.00)	(\$171,787.00)	78.09%	(\$19,144.12)	(\$195,301.87)	(\$200,000.00)	90.43%
EXPENDITURES								
Materials and supplies		\$220,000.00	\$220,000.00	100.00%		\$195,301.88	\$200,000.00	100.00%
Grants to others		\$1,492,056.00	\$1,492,056.00	100.00%	\$303,541.49	\$1,492,056.00	\$1,492,056.00	79.66%
TOTAL OTHER EXPENSES	\$0.00	\$1,712,056.00	\$1,712,056.00	100.00%	\$303,541.49	\$1,687,357.88	\$1,692,056.00	82.06%
	\$0.00	\$1,712,056.00	\$1,712,056.00	100.00%	\$303,541.49	\$1,687,357.88	\$1,692,056.00	82.06%
NET (REVENUE)/EXPENDITURE	(\$48,213.00)	\$1,492,056.00	\$1,540,269.00	103.23%	\$284,397.37	\$1,492,056.01	\$1,492,056.00	80.94%

Economic Diversification Fund - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage	2019 Actual To:	2019 Actual	Percentage	
				Budget-Rem			Budget	Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2020		75%	March	Year End	2019	YTD 2019
REVENUE								
Contribution from own funds			\$0.00	0.00%		(\$183,253.62)		0.00%
	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	(\$183,253.62)	\$0.00	0.00%
EXPENDITURES								
Materials and supplies	\$46,132.98		(\$46,132.98)	0.00%	\$197.16	\$183,253.62		0.00%
Transfer to own funds		\$500,000.00	\$500,000.00	100.00%		\$500,000.00	\$500,000.00	100.00%
TOTAL OTHER EXPENSES	\$46,132.98	\$500,000.00	\$453,867.02	90.77%	\$197.16	\$683,253.62	\$500,000.00	99.96%
	\$46,132.98	\$500,000.00	\$453,867.02	90.77%	\$197.16	\$683,253.62	\$500,000.00	99.96%
NET (REVENUE)/EXPENDITURE	\$46,132.98	\$500,000.00	\$453,867.02	90.77%	\$197.16	\$500,000.00	\$500,000.00	99.96%

Corporate Financials - First Quarter Ended March 31, 2020

				Percentage	2019	2019		Percentage
	YTD	Budget	Variance	Budget-Rem	Actual To:	Actual	Budget	Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2020		75%	March	Year End	2019	YTD 2019
REVENUE								
Taxation	(\$57,917,809.05)	(\$120,985,175.00)	(\$63,067,365.95)	52.13%	(\$55,531,929.55)	(\$117,484,711.15)	(\$117,173,658.00)	52.61%
Payment in Lieu of taxes	(\$526,504.15)	(\$4,347,584.00)	(\$3,821,079.85)	87.89%	(\$499,224.99)	(\$4,347,638.03)	(\$4,366,415.00)	88.57%
Fees and user charges	(\$3,307,412.98)	(\$15,001,696.00)	(\$11,694,283.02)	77.95%	(\$3,015,948.62)	(\$13,368,008.24)	(\$14,537,330.00)	79.25%
Government grants	(\$4,472,948.69)	(\$15,960,400.00)	(\$11,487,451.31)	71.97%	(\$4,060,329.00)	(\$15,906,337.69)	(\$15,543,586.00)	73.88%
Interest and Investment income	(\$828,166.40)	(\$4,320,000.00)	(\$3,491,833.60)	80.83%	(\$739,193.49)	(\$5,339,761.65)	(\$4,320,000.00)	82.89%
Contribution from own funds			\$0.00	0.00%		(\$2,366,705.50)		0.00%
Other income	(\$97,836.23)	(\$2,530,000.00)	(\$2,432,163.77)	96.13%	(\$399,899.27)	(\$2,812,113.21)	(\$2,647,500.00)	84.90%
Change in future employee benefits			\$0.00	0.00%		(\$15,294.99)		0.00%
	(\$67,150,677.50)	(\$163,144,855.00)	(\$95,994,177.50)	58.84%	(\$64,246,524.92)	(\$161,640,570.46)	(\$158,588,489.00)	59.49%
EXPENDITURES								
Salaries	\$109.48		(\$109.48)	0.00%		\$2,360,233.28		0.00%
Benefits	\$8,000.00	\$20,000.00	\$12,000.00	60.00%	\$2,000.00	\$16,000.00	\$20,000.00	90.00%
TOTAL SALARIES/BENEFITS	\$8,109.48	\$20,000.00	\$11,890.52	59.45%	\$2,000.00	\$2,376,233.28	\$20,000.00	90.00%
Materials and supplies	\$5,599.33	\$308,427.00	\$302,827.67	98.18%	\$4,885.74	\$318,843.82	\$312,427.00	98.44%
Program expenses	\$190,023.75	\$760,095.00	\$570,071.25	75.00%		\$732,692.00	\$760,000.00	100.00%
Financial expenses	\$1,226,950.46	\$2,479,330.00	\$1,252,379.54	50.51%	\$642,308.67	\$3,383,029.48	\$2,494,330.00	74.25%
Purchased and contracted services	\$4,556.00	\$11,000.00	\$6,444.00	58.58%	\$137.57	\$3,134.78	\$7,000.00	98.03%
Grants to others		\$865.00	\$865.00	100.00%		\$863.72	\$865.00	100.00%
Transfer to own funds	\$47,153.66	\$12,509,849.00	\$12,462,695.34	99.62%		\$9,797,701.42	\$12,736,059.00	100.00%
TOTAL OTHER EXPENSES	\$1,474,283.20	\$16,069,566.00	\$14,595,282.80	90.83%	\$647,331.98	\$14,236,265.22	\$16,310,681.00	96.03%
	\$1,482,392.68	\$16,089,566.00	\$14,607,173.32	90.79%	\$649,331.98	\$16,612,498.50	\$16,330,681.00	96.02%
NET (REVENUE)/EXPENDITURE	(\$65,668,284.82)	(\$147,055,289.00)	(\$81,387,004.18)	55.34%	(\$63,597,192.94)	(\$145,028,071.96)	(\$142,257,808.00)	55.29%

Capital Levy & Debenture Debt - First Quarter Ended March 31, 2020

	YTD	Budget	Variance	Percentage	2019 Actual To:	2019 Actual	Budget	Percentage
				Budget-Rem				Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2020		75%	March	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$101,441.80)	(\$350,000.00)	(\$248,558.20)	71.02%	(\$119,569.56)	(\$341,494.53)	(\$350,000.00)	65.84%
	(\$101,441.80)	(\$350,000.00)	(\$248,558.20)	71.02%	(\$119,569.56)	(\$341,494.53)	(\$350,000.00)	65.84%
EXPENDITURES								
Long term debt	\$1,089,530.07	\$2,875,685.00	\$1,786,154.93	62.11%	\$1,089,530.07	\$2,867,066.52	\$2,875,685.00	62.11%
Transfer to own funds		\$6,242,580.00	\$6,242,580.00	100.00%		\$6,263,017.00	\$6,242,580.00	100.00%
TOTAL OTHER EXPENSES	\$1,089,530.07	\$9,118,265.00	\$8,028,734.93	88.05%	\$1,089,530.07	\$9,130,083.52	\$9,118,265.00	88.05%
	\$1,089,530.07	\$9,118,265.00	\$8,028,734.93	88.05%	\$1,089,530.07	\$9,130,083.52	\$9,118,265.00	88.05%
NET (REVENUE)/EXPENDITURE	\$988,088.27	\$8,768,265.00	\$7,780,176.73	88.73%	\$969,960.51	\$8,788,588.99	\$8,768,265.00	88.94%



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Engineering Services – Multi-Use Path and Bridge – Phase One Northern Community Centre

PURPOSE

This report has been prepared for your information and consideration. Staff is seeking Council Approval of the signature of an Agreement with STEM Engineering Incorporated for the provision of engineering services associated with the design, tendering and contract administration of the Multi-Use Path and Bridge to be located at the Northern Community Centre as required by the Planning Division of Community Development and Enterprise Services (CDES).

BACKGROUND

On February 24, 2020, Council approved the recommendation in the report of Stephen Turco, Senior Planner requesting authorization to implement several Active Transportation Projects utilizing funding received through the Ministry of Transportation's Ontario Municipal Commuter Cycling Program (OMCC). This Project was included in the list of projects to be implemented.

A Request for Proposal for the provision of engineering services associated with the design, tendering and contract administration of the Multi-Use Path and Bridge was forwarded to all firms on the City's Vendor of Record List for Linear Municipal Infrastructure. Proposals were required to be submitted for consideration no later than 4:00 p.m. on April 9, 2020.

ANALYSIS

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

Kresin Engineering Corporation, Sault Ste. Marie, ON
STEM Engineering Group, Sault Ste. Marie, ON
Tulloch Engineering Inc., Sault Ste. Marie, ON
WSP Canada, Sault Ste. Marie, ON

The Proposals received were evaluated by a committee comprised of staff from the Planning Division – Community Development and Enterprise Services; and from the Purchasing Division - Corporate Services.

Subsequent to Proposal evaluation, provision of the required Engineering Services was awarded to STEM Engineering Group Incorporated of Sault Ste. Marie, ON. STEM Engineering Group has proposed fees of approximately \$30,990 including estimated disbursements and non-rebatable HST for provision of these services (the Project). The fees proposed were within the staff approval levels as authorized in the Purchasing By-law.

FINANCIAL IMPLICATIONS

Council approved the allocation of \$300,000 for the Multi-Use Path and Bridge at the Northern Community Centre from the \$725,000 implementation budget for Active Transportation Projects based on the funding received from the OMCC program. The Engineering Fees as proposed (\$30,455 plus HST) can be accommodated from within the allocation.

STRATEGIC PLAN / POLICY IMPACT

Development of the Multi-Use Path and Bridge to be located at the Northern Community Centre is linked to Delivery of New Infrastructure as listed in the Infrastructure Focus area of the Corporate Strategic Plan.

RECOMMENDATION

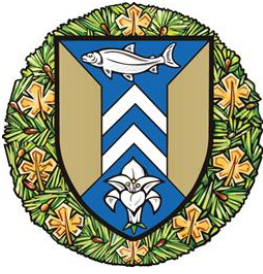
Resolved that the report of the Manager of Purchasing dated 2020 05 25 be received, and the recommendation that signature of the agreement of the Engineering Agreement with STEM Engineering Group Incorporated for provision of the design, tendering and contract administration of the Multi-Use Path and Bridge – Phase One to be located at the Northern Community Centre; in accordance with the Proposal as submitted, be approved.

By-law 2020-111 authorizing signature of the agreement appears elsewhere on the Council Agenda.

Respectfully submitted,



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



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tenders for Equipment – Group #2

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. Tenders closed on April 16, 2020 at 12:00 noon local time.

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 \$494,210.38 including non-rebatable HST.

The Council approved 2020 Capital Budget for Public Works Equipment of \$1,384,500.00, the Council approved 2020 allocation of \$45,000 from Sanitary Sewer Surcharge Funds, and the Council approved 2020 Capital Budget for Landfill Equipment 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 05 25 be received and the recommendation that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

One (1) Tri-Axle Float Trailer	McDowell Brothers Ind.	\$46,539.35
One (1) Roll Off Truck	Rush Truck Centres.	\$205,121.48
One (1) 14000 GVW Gasoline Service Truck	Commercial Truck Equip.	\$87,872.00
One (1) 4X4 Pickup Truck	Prouse Chevrolet	\$37,300.00
Four (4) Compactor Wheels	Toromont CAT	\$108,829.89

for a total amount of \$485,662.72, HST extra, be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
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FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Equipment Allocation: Sanitary Sewer Surcharge Funds

Received: April 16, 2020
File: 2020PWE-PWT-13-T

SUMMARY OF TENDERS
ONE (1) TRI-AXLE FLOAT TRAILER

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>(HST extra)</u>	<u>Remarks</u>
J & J Trailers Manufactures & Sales, Inc. Toronto, ON	2020 JJT AT3	35-50 w/days	3 Year Prorated Major Structure 2 Year Prorated Paint 1 Year No Consumable 3 month axle alignment and brakes	\$47,989.74	Meets specifications
McDowell Brothers Industries Inc. Sudbury ON	2020 Eager Beaver 25XPT	60 w/days	1 Year	\$46,539.35	Meets specifications

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

The total cost to the City will be \$47,358.44 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price, submitted by McDowell Brothers Industries Inc., be accepted.

Tim Gowans
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Landfill Allocation: \$1,623,500

Received: April 16, 2020
File: 2020PWE-PWT-16-T

SUMMARY OF TENDERS
ONE (1) ROLL OFF TRUCK

<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>
Rush Truck Centres Sault Ste. Marie, ON	2021 International HV607 c/w On Trux Roll Off	65 w/days	5 year engine 1 year transmission 1 year differential 3 year roll off	\$205,121.48	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 \$208,731.62 including the non-rebatable portion of the HST.

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

Tim Gowans
Manager of Purchasing

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

Received: April 16, 2020
File: 2020PWE-PWT-24-T

SUMMARY OF TENDERS
ONE (1) 14000 GVW GASOLINE SERVICE TRUCK

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>(HST extra)</u>	<u>Remarks</u>
Commercial Truck Equipment Woodstock, ON	2020 Ford F350 Super Cab c/w BrandFX Service Body	90-100 w/days	3 year/60000 km 1 year Service Body 1 year differential 3 year roll off	\$87,872.00	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 \$89,418.55 including the non-rebatable portion of the HST.

It is my recommendation that the tendered, submitted by Commercial Truck Equipment, be accepted.

Tim Gowans
Manager of Purchasing

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

Received: April 16, 2020
File: 2020PWE-PWT-25-T

SUMMARY OF TENDERS
ONE (1) 4X4 1/2 TON EXTENDED CAB GASOLINE PICKUP TRUCK

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>(HST extra)</u>	<u>Remarks</u>
Prouse Chevrolet Sault Ste. Marie, ON	2020 Chevrolet Silverado	50 w/days	3 year/60000 km	\$37,300.00	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 \$37,956.48 including the non-rebatable portion of the HST.

It is my recommendation that the tendered, submitted by Prouse Chevrolet, be accepted.

Tim Gowans
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION
2020 PWT Landfill Allocation: \$1,623,500

Received: April 16, 2020
File: 2020PWE-PWT-26-T

SUMMARY OF TENDERS
FOUR (4) REMANUFACTURED COMPACTOR WHEELS

<u>Firm</u>	<u>Option</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price After Refundable Core Charge (HST extra)</u>	<u>Remarks</u>
Brandt Tractor Ltd. Lively, ON		Terra 826H w/7.5" Twist Torque Cleat	45 w/days	4 years/10000 hours	118,545.00	Meets specifications
Toromont CAT Sault Ste. Marie, ON	1	Cat 826H Diamond Tips	15 w/days	3 years/5000 hours	128,733.66	Meets specifications
	2	Cat 826H Cat Trax Plus Tips	35 w/days	3 year/5000 hours	\$108,829.89	Meets specifications

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

The total cost to the City will be \$110,745.30 including the non-rebatable portion of the HST.

It is my recommendation that the tendered, submitted by Toromont CAT as Option 2, be accepted.

Tim Gowans
Manager of Purchasing



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: Unsung COVID-19 Heroes Terms of Reference

PURPOSE

The purpose of this report is to obtain approval of terms of reference for the Unsung COVID-19 Heroes selection committee.

BACKGROUND

The following resolution was passed at the April 6, 2020 Council meeting:

Mover Councillor L. Vezeau-Allen

Seconder Councillor L. Dufour

Whereas the COVID-19 pandemic has greatly affected the day to day lives of not just our global community, but our local community of Sault Ste Marie; and

Whereas the pandemic has created difficulty for many in our community to access day to day living essentials and many essential workers put themselves at risk daily; and

Whereas they have been many reports of individuals, groups, organizations and businesses going above and beyond to assist their neighbours or recognize the difficult work of our front-line workers, grocery retail staff and other essential service workers;

Now Therefore Be It Resolved that amidst the COVID-19 pandemic, the City of Sault Ste Marie establish an honorary award for these unsung heroes at this time and strike a subcommittee to receive nominations and establish criteria for our local heroes of COVID-19 in our community of Sault Ste. Marie.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There are no financial implications to promoting local COVID-19 heroes through the City's social media channels and website.

Should Council decide at a later date to recognize heroes by way of a monument or a plaque there would be a financial implication.

STRATEGIC PLAN / POLICY IMPACT

This is a matter not articulated in the corporate Strategic Plan; however, is reflective of the value “commitment to citizens and the community” stated in the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2020 04 27 concerning Terms of Reference for Unsung COVID-19 Heroes selection committee be received and that the terms of reference be approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Rachel Tyczinski', with a long horizontal flourish extending to the right.

Rachel Tyczinski

City Clerk

705.759.5391

r.tyczinski@cityssm.on.ca



Terms of Reference – Unsung Sault Ste. Marie COVID-19 Heroes

Motion

The following motion was passed at April 6, 2020 Council meeting.

Mover Councillor L. Vezeau-Allen

Seconder Councillor L. Dufour

Whereas the COVID-19 pandemic has greatly affected the day to day lives of not just our global community, but our local community of Sault Ste Marie; and

Whereas the pandemic has created difficulty for many in our community to access day to day living essentials and many essential workers put themselves at risk daily; and

Whereas they have been many reports of individuals, groups, organizations and businesses going above and beyond to assist their neighbours or recognize the difficult work of our front-line workers, grocery retail staff and other essential service workers;

Now Therefore Be It Resolved that amidst the COVID-19 pandemic, the City of Sault Ste Marie establish an honorary award for these unsung heroes at this time and strike a subcommittee to receive nominations and establish criteria for our local heroes of COVID-19 in our community of Sault Ste. Marie

Composition

The committee shall be comprised of: Councillor L. Vezeau-Allen, Councillor L. Dufour, City Clerk, Communications Officer, Assistant to the Mayor.

Criteria

- Sault Ste. Marie and area residents who are providing essential services during the pandemic
- Sault Ste. Marie and area residents, groups, organizations and businesses who go above and beyond to assist neighbours and others during the pandemic

Process

Nominations will be received at cityclerk@cityssm.on.ca. Nominations should include the name of the individual, group, organization or business and contact information for the nominee as well as a description of the contribution(s) made during the pandemic. Photos are encouraged.

The committee will review nominations and select “heroes”. Nominees will be contacted by the City Clerk’s office to request consent to publish their name, photos, etc.

“Heroes of the day” will be published to the City’s social media accounts (FaceBook, Twitter, Instagram) Monday to Friday (based on number of submissions received). A list of heroes will be published on a dedicated page on the City’s website.

It is understood that the above is predicated on the capacity of staff to administer the program during the pandemic.

2020 04 27



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Additional Dog Park

PURPOSE

The purpose of this report is to provide an update in response to the January 14, 2019 City Council resolution;

“Resolved that city staff be requested to research the feasibility of creating two additional dog parks, one in the east end (preferably in Bellevue Park) and the other in the west end where dog owners can easily access them, incorporating trends from highly rated dog parks such as Vancouver’s.”

BACKGROUND

At a Council meeting dated January 14, 2019 the following resolution was passed;

Whereas according to Ipsos Reid approximately 35% of Canadian households have a dog. Community parks and recreation departments are becoming more likely to include dog parks in their “building healthy community” plans; and

Whereas dog parks can act as a gathering spot for pet parents. While their pets are playing, community members are more likely to participate in conversation and exchange community information such as upcoming events, concerns, and ideas; and

Whereas leash laws continue to become increasingly restrictive, communities are seeing dog parks as a way to let dogs run free without penalty to pet owners or damage to private property. Dog parks also promote safety for pets, owners and community members; and

Whereas canine parks allow dogs to get ample off-leash exercise and social activity; and

Whereas the City of Sault Ste. Marie has, only one Dog Park located beside the humane society, which is actively used;

Whereas the creation of sustainability of a dog park can be achieved economically through sponsorship and pet licenses;

Now Therefore Be It Resolved that city staff be requested to research the feasibility of creating two additional dog parks, one in the east end (preferably in Bellevue Park) and the other in the west end where dog owners can easily access them, incorporating trends from highly rated dog parks such as Vancouver's.

The resolution was discussed at the Parks and Recreation Advisory Committee (P.R.A.C) on April 2, 2019. A working group was formed to research other communities, various location options and report to the committee. The working group was comprised of P.R.A.C. members S. Milne, T. McClelland and D. Greenwood and city staff M. Hazelton, T. Reid, V. McLeod and B. Lamming.

The dog park working group reviewed previous research completed during the creation of the Strathclair Dog Park. In addition, the working group researched seven (7) community's dog parks and off leash policies, operations and structures. It was evident that each city's structure was specific to their community needs and the design, locations and operations varied greatly. Policies and designs were based on community feedback and the community's financial resources for implementation.

The dog park at Strathclair Park was opened in 2015 through the advocacy and fundraising of the L.O.L. Dog Association. Significant research and community engagement occurred prior to the determination of the dog park location at Strathclair Park. Several locations were assessed and considered during this project development resulting in the following resolution from the Parks and Recreation Advisory Committee based on consultation with the L.O.L. Dog Association. The following resolution was passed at the June 12, 2008 Parks and Recreation Advisory Committee:

Moved by: R. Craftchick

Seconded by: M. Kontulainen

"The Parks and Recreation Advisory Committee recommends against a leash-free dog park at Topsail Island now or in the future for the reasons listed in the accompanying report, and further recommends that the site on the municipal property next to the Humane Society be considered for a leash-free dog park pending community interest and funding"

CARRIED

The L.O.L Dog Association has recently dissolved and therefore, Sault Ste. Marie does not have an off leash dog association or active volunteers.

ANALYSIS

The attached Off Leash Dog Park research summary highlights examples of how various communities in Ontario provide off leash dog options to their citizens. It appears that communities work towards meeting dog owners desire to access recreation with their dog off leash. With this in mind, the dog park working group felt it was important to obtain a clear pulse of the needs in Sault Ste. Marie for off leash dog park location(s).

Project Timelines

Consultation Process

The consultation process will happen in three phases and will involve everyone from dog owners to the general public.

Phase 1: Build Understanding (May 2020)

Present to City Council the Dog Park working group's research and recommended plan of action in reference to off leash dog parks and to obtain City Council's endorsement of the recommended plan of action.

Phase 2: Community Engagement (June-July 2020)

The Leash Free study will include community engagement through an online survey which is attached will help provide City staff with a community pulse in reference to community dog parks. Two information/feedback sessions were planned, however due to the current situation feedback will be received electronically. Residents living within a 400m radius of the possible locations would be engaged through a direct mail out so they can review the materials, complete the survey and provide comments, or contact city staff for more information.

In response to the Council resolution of creating two additional dog parks, the sites of Elliot Park and East End Park will be presented to the community as locations for fenced in off leash dog parks. In addition, feedback regarding seasonal use of Anna McCrea and William Merrifield boarded rink areas from May to October as permitted off leash dog locations will be obtained.

Information gathered will be used to determine our community's requirements in reference to fostering healthy relationships between dog owners and non-dog owners who use municipal green spaces and parks.

Phase 3: Finalizing Recommendations (August 2020)

Survey and community engagement results will be presented to the Parks and Recreation Advisory Committee followed by a report to City Council. The Council report will include a recommended plan of action regarding dog park development and include financial implications and guidelines to ensure consistent support for those seeking off leash spaces.

FINANCIAL IMPLICATIONS

There are no financial implications at this time.

STRATEGIC PLAN / POLICY IMPACT

This item relates to the focus areas:

- Quality of Life and to the Parks and Recreation Master Plan
- Service Delivery – Delivering excellent customer service through citizen engagement.

RECOMMENDATION

It is therefore, recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated 2020 05 25 concerning Additional Dog Park be received and that Council authorize staff to begin community consultation, be approved.

Respectfully submitted,



Virginia McLeod
Manager of Recreation and Culture
705.759-5311
v.mcleod@cityssm.on.ca

COMMUNITY RESEARCH.DOCX

City	Description	Number of Locations	Policies
Guelph	Guelph's Leash Free Policy guides how they assess, build, maintain and enforce new off-leash areas as their city continues to grow.	Guelph has eight open off-leash areas for dogs in parks. They are building two new fenced dog parks by the end of 2019 and fencing a third dog park in 2020. Some unoccupied sports fields are available for dogs to run off-leash. Dogs must be leashed immediately when someone enters the sports field to use it, regardless of who was there first or their purpose for playing.	Standard procedures for creating off-leash areas. Recommended locations for future fenced-in off-leash areas Rules for our off-leash areas to keep people safe. All leash free areas are open for use from dawn to dusk. Off-leash and under control As a part of our <u>Animal Control Bylaw</u>, dogs must be under control at all times, respond to voice commands and be prevented from approaching other animals or people without permissions. Owners must pick up after their dog as a part of the <u>Stoop and Scoop Bylaw</u>. Pit bulls must be leashed, muzzled and under the control of their guardians in leash-free parks as a part of the <u>Dog Owner's Liability Act (DOLA)</u>.
Sudbury	Dog parks are volunteer driven and supported. Prior to exploring the potential of any new off-leash dog park, there must be evidence that an organized group of volunteers is committed to the project. Volunteer groups must enter into a written agreement with the City of Greater Sudbury to establish roles and responsibilities for both parties. It is necessary to secure project funding prior to the advancement of any off-leash dog park in the City of Greater Sudbury. Once a site meets the requirements for an off-leash dog park, residents are engaged and consulted on the site design. Public input provides an opportunity to address concerns about perceived noise and aesthetics.	There are two off leash dog parks available to residents of Greater Sudbury. Working on a third location.	The municipality has set regulations that must be met to select a dog park site. In addition, Design criteria for off-leash dog parks in the City of Greater Sudbury were approved by the Community Services Committee on April 15, 2019. The City of Greater Sudbury has a bylaw to establish and regulate the use of off-leash dog parks. Bylaw is specific to enclose by fence in a Designated Dog Park Area.

COMMUNITY RESEARCH.DOCX

Thunderbay	Well-behaved dogs and their owners can enjoy Thunder Bay's four Off-Leash Dog Parks free of charge. Dogs must be over four-months-old, be licensed and have a current rabies vaccination to use the park.	Four locations. Two locations are bound by natural barriers. (no fencing)	No bylaw specific to off leash dog parks. Have rules for off leash dog park area.
London	The London Dog Owners Association (LDOA) is their community partner in developing new off-leash areas and taking care of the existing dog parks. Their Watch Dog team of dedicated volunteers keeps an eye on what goes on in the parks, whether it is to remind users of the rules or notify the City about garbage pick-up. Once a year, they organize a spring cleanup in each of the park. They also organize various events throughout the year	There are five off-leash parks. Off-leash areas are fenced or signed. Four off-leash areas include a fenced area for smaller dogs. These facilities are open year round, from 6 a.m. until 10 p.m. (or dusk). Every user is responsible to clean up after their pet.	No bylaw specific to off leash dog parks. Have rules for off leash dog park area
Ottawa	Dogs-In-Parks Designation Policy-the policy establishes fair and consistent criteria which, when applied city-wide, ensures access to parkland by dog owners as well as freedom from dogs where parks, parts of parks or park activities are not compatible with the presence of dogs. The policy provides community involvement in the designation policy.	There are 9 fenced off dog park areas. Their city website has an interactive map with Parks by park designation that provides residents with the option to search a park and determine options permitted to take their dog too.	The Animal Care and Control By-law provides for a variety of park usages or "designations" for dogs (below) and there is a <u>Dogs-in-Parks Designation Policy (DIPDP)</u> that applies. Dogs Allowed: Dogs may be off leash. Dogs on Leash: Dogs are allowed but must be on leash at all times. No Dogs: Dogs are not permitted. Some parks may be subject to a mixed designation meaning that one part of the park may designate differently than another.
Barrie	Dog Off-Leash Recreation areas (DOLRAs) are areas set aside for residents to exercise and socialize their dog's off-leash in a protected environment, without being in contravention of municipal by-laws.	Barrie currently has two DOLRAs. The City is assessing sites for potential additional sites. In addition, there are Unsecured Natural Areas. Dogs which permit off-leash in the natural area beyond the pens. Perimeter fencing is installed but the area is not secure due to gaps under the fence line (as a result of uneven terrain), overland water flows, and movements of small animals. Owners are advised to choose appropriately for their dog.	There is no bylaw specific to dog off leash recreational property use however there is a section within the Parks Use By law that addresses this.

Vancouver	Developed a “People, Parks & Dogs Strategy”, to guide the planning and design for people and dogs in Vancouver parks.	First dog park in 1997. There are 36 Dog Park locations. The “People, Parks & Dogs Strategy” was developed through significant research, data collection and analyzing including demographics, distance from parks, community complaints and “hot spots” for dog related issues and community engagement.	The 2017 “People, Parks & Dogs Strategy” focused on Access, Design, Stewardship, and Enforcement. An implementation plan was adopted which estimated a total cost of \$1,520,000 to \$6,375,000 to take action in 35 parks. There were significant implications for planning and resourcing park maintenance in these areas. Staff requested operating budget from the City of Vancouver to support the implementation of the strategy. They classified dog parks into neighbourhood dog parks which were a 15 minute walking radius and destination dog parks as a 30 minute walk or 15 minute car ride. Priority areas were identified. Additionally, dog parks were categorized into: Destination Trail Off Leash Dog Area, Neighbourhood Park Off Leash Dog Area, Neighbourhood Urban Off Leash Dog Area, and Neighbourhood Run Off Leash Dog Area. A detailed implementation plan was prepared and adopted that included priorities and costs that would be allocated from their capital planning process each year from 2019 through to 2030.
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Copy of City of Sault Ste. Marie Leash Free Dog Park Survey

The City of Sault Ste. Marie has one dog park located at 962 Second Line East. City Council has directed staff to research the feasibility of creating additional dog parks in our community. This survey is designed to gauge community support of off leash dog parks. As part of the decision-making and report review process, this is your opportunity to provide feedback and comments.

Your suggestions and ideas are valuable whether you own a dog or not. The survey will only take a few minutes to complete.

1. Do You Own a Dog

☐ Yes

☐ No

2. How many dogs do you own?

☐ One

☐ Three or more

☐ Two

☐ N/A

* 3. What size dog do you own?

☐ Under 15 pounds

☐ 16 to 30 pounds

☐ Over 30 pounds

4. What is your postal code

5. Do you feel off leash dog locations are an important community amenity?

☐ Yes

☐ No

6. Do you support developing additional off leash dog park locations?

☐ Yes

☐ No

7. Please select all benefits for our community of establishing additional off-leash dog areas?

☐ Creates a meeting place for socializing for dog-owners and non-dog owners to meet their neighbours.

☐ Observing dogs at play is therapeutic for some people.

☐ Provides a designated place for dog-owners to be with their dogs in a safe environment.

☐ There are no benefits.

☐ Other

☐ Provides a place for adults and children to safely observe and interact with dogs.

8. Rate the following attributes of a successful off leash dog park in order of preference.



Safe for dogs and people.



Sustainable dog waste management



Amenities (benches, fountains, shade)



Located within walking distance of home.



Regular maintenance

9. Do you support the May to October seasonal use of Anna Mcrea Park boarded outdoor rink area, 250 Mark Street as a contained off leash dog park?

☐ Yes

☐ No

10. Do you support the May to October seasonal use of William Merrifield Park boarded outdoor rink area, 331 Patrick Street as a contained off leash dog park?

☐ Yes

☐ No

11. Do you support the development of a fenced in dog park at the municipal green space known as East End Park which is located on the south side of Queen Street East adjacent to Lorna Drive?

☐ Yes

☐ No

12. Do you support the usage of the fenced in park area at Elliot Park (Rossmore Road) adjacent to Tom Tipton soccer field, as a year round designated off leash dog park area?

☐ Yes

☐ No

13. If you own a dog please select yes and continue the survey

14. Where do you most frequently walk or play with your dog off leash?

- | | | |
|---|--------------------------------------|--------------------------------|
| ☐ Sidewalk | ☐ Back yard | ☐ Other |
| ☐ Neighbourhood Park | ☐ School Yard | |

15. Do you purchase a City issued dog license

- ☐ Yes ☐ No

16. How often do you visit the Strathclair Dog Park

- | | |
|---------------------------------|----------------------------------|
| ☐ Daily | ☐ Monthly |
| ☐ Weekly | ☐ Never |

17. Do you walk to Strathclair Dog Park

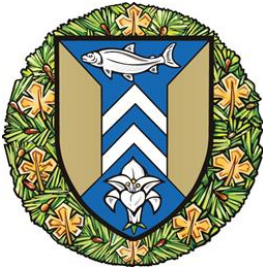
- ☐ Yes ☐ No

18. What time of day do you use the dog park?

- | | |
|----------------------------------|----------------------------------|
| ☐ Morning | ☐ Evening |
| ☐ Noon | ☐ N/A |

19. Do you use non-designated off leash municipal property to exercise your dog?

- ☐ Yes ☐ No



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Park Revitalization Plan

PURPOSE

To seek Council's approval for the five (5) year Park Revitalization Plan and to refer the forthcoming capital request to the 2021 budget deliberation prioritization process.

BACKGROUND

At a Council meeting dated November 4, 2019 the following resolutions were passed.

Parks and Recreation Master Plan Update 2020-2025

Resolved that the report of the Manager of Recreation and Culture dated 2019 11 04 be received and that the Sault Ste. Marie Parks and Recreation Master Plan Update 2020–2025 be approved in principle;

Further, that staff be directed to work to achieve the goals and actions outlined in the Plan with any municipal monetary requests referred to future budgets.

Parks Analysis

Resolved that the report of the Manager of Recreation and Culture dated 2019 11 04 concerning the parks analysis be received that staff be directed to work with community partners to revitalize Anna Marinelli Park in 2020 with Public Works and Engineering Services performing installation of playground components;

Further, that staff develop a multi-year plan targeting revitalization of neighbourhood parks or greenspaces annually including an assessment of properties, review of operational staffing and capital requirements, and report to Council.

ANALYSIS

City staff representing Community Services, Planning and Parks have come together to investigate options for redevelopment of neighbourhood parks or green spaces identified in the resolutions. Staff were tasked to develop a multi-year plan, which prioritizes neighbourhood parks to determine needs and those which may require investment in parks infrastructure and or services to improve quality of life and to ensure accessibility standards are met.

By providing a clear picture of our community today, and where we should be in five (5) to ten (10) years, we can strive to ensure that municipal parks & recreation facilities and services are in place to meet future needs. It is important to make sure tax dollars are spent wisely, that partnerships are being maximized, and that service gaps are being addressed in an efficient and effective manner.

After thorough internal consultation staff are recommending that three (3) parks be revitalized on an annual basis based on the prioritized ranking (Appendix A). The action plan is supported by the Parks and Recreation Master Plan and is a key deliverable from the Parks Analysis report. The Parks and Recreation Master Plan provides direction over the next five (5) years, 2020–2025.

A six (6) year Neighbourhood Park Revitalization Plan was prepared using data provided by the Sault Ste. Marie Innovation Centre, City of Sault Ste. Marie Parks Asset Management data and the 2016 Canadian census data and postal areas. City owned property included in the analysis included parks with existing playground equipment, greenspace parks and forested park locations.

Parks were scored on a one (1) to five (5) point rating system with five (5) indicating the highest need in each of the following categories:

- Condition/Age of Equipment
- Total Population (within 500 meters of the park)
- Neighborhood Walkability (1km to another park) and
- Total – Low income status in 2015 for the population in private households to whom low-income concepts are applicable

It should be noted that the municipality owns and operates seven (7) major parks and sports complex locations that include: Bellevue Park, Clergue Park, Queen Elizabeth Sports Complex, Strathclair Sports Complex, Elliot Sports Complex, North Street Park and Pointe des Chenes Park . These locations are classified as Community Parks providing unique and diverse recreational opportunities and experiences. Revitalization upgrades to these locations do not fall within this plan. Infrastructure upgrades and development at these locations will have separate capital requests.

Park revitalization priority scoring was established as per the defined scoring system. Those locations that scored the highest based on a potential score of 25 were then ranked. Consideration for park revitalization was also given for fair

distribution over the next five (5) years across the community based on geography contingent on parks meeting the required scoring threshold.

The revitalization of Anna Marinelli has been approved and is scheduled for 2020. Due to COVID-19, available resources and the Jumpstart Accessibility Grant being cancelled for this calendar year (notified May 7, 2020) it may impact staff's ability to fully execute the redevelopment of Anna Marinelli park in 2020. If this is the case, it is recommended any remaining components be completed in 2021.

For 2021, the Capital Request will be for the following Parks to be revitalized:

- Rosedale Park
- Parkland Park
- Downy Park

A map can be found in Appendix B for all of the parks to be revitalized over the next five (5) years. The illustration indicates that there is good dispersion across the community. To reaffirm, the parks selected support the highest need areas based on the established criteria and supporting data obtained through the process.

In summary, staff are recommending that Council support the five (5) year park revitalization plan.

FINANCIAL IMPLICATIONS

It is recommended that a capital request of \$150,000 annually for the next five (5) years to complete the infrastructure replacement be submitted as part of the 2021 Budget to be reviewed for available funding options. Each park will differ for what is required for revitalization. The \$150,000 pool will allow more flexibility to absorb more and less where required amongst the three (3) parks indicated annually. It is recommended that any excess funds be carried forward annually.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.
- Additionally, under the Quality of Life pillar, this plan is in alignment with promoting quality of life advantages.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2020 05 25 be approved.

Furthermore, that a capital request for park revitalization be submitted as part of the 2021 Budget prioritization exercise.

Respectfully submitted,

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

Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314
b.lamming@cityssm.on.ca



Appendix A

City of Sault Ste. Marie

Neighbourhood Parks Revitalization Timeline

Year	Park
2020	Anna Marinelli
2021	Rosedale Park Parkland Park Downey Park
2022	Wilcox Park Westwood Park Manitou Park
2023	David Kyle Park Mike Zuke Park Ruth Street Park
2024	Esposito Park Laurentian Park Sutton Park
2025	Sussex Park John Street Park Boston Park

APPENDIX B NEIGHBOURHOOD PARKS MAP TIMELINE

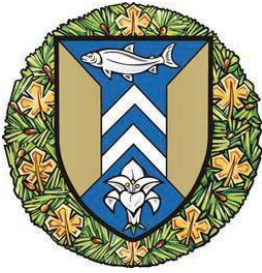


Year	Park
2020	Anna Marinelli
2021	Rosedale Park
2022	Parkland Park
2023	Downy Park
2024	Wilcox Park
2025	Westwood Park
2026	Manitou Park
2027	David Kyle Park
2028	Mike Zuke Park
2029	Ruth Street Park
2030	Esposito Park
2031	Laurentian Park
2032	Sutton Park
2033	Sussex Park
2034	John Street Park
2035	Boston Park

Legend

- Planned - 2020
- Planned - 2021
- Planned - 2022
- Planned - 2023
- Planned - 2023 (Amenities Only)
- Planned - 2024
- Planned - 2025
- Municipal Parks

Neighbourhood Parks Revitalization Timeline
City of Sault Ste. Marie



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Dan Hollingsworth, Director, Economic Development
DEPARTMENT: Community Development and Enterprise
Services
RE: Management Agreement between the
Corporation of the City of Sault Ste. Marie and
the Sault Ste. Marie Economic Development
Corporation

PURPOSE

The purpose of this report is to seek Council approval of the 'Management Agreement' (MA) between the Corporation of the City of Sault Ste. Marie (City) and the Sault Ste. Marie Economic Development Corporation (SSMEDC).

BACKGROUND

On December 2, 2019, City Council approved the implementation of a new model for economic development and tourism. Effective January 1, 2020, SSMEDC staff migrated to become city employees within Community Development and Enterprise Services.

The SSMEDC not-for-profit corporation has been retained to act in a strategic advisory role to Council for matters related to economic development within the community, assist with making strategic investments from its reserve fund into projects and act as a potential partner for making funding applications to senior levels of government as required. This could provide the City with an additional mechanism to apply for any new programs as announced with SSMEDC endorsement.

The SSMEDC has several projects and initiatives that were underway when the migration occurred on January 1, 2020. As a result, City staff met with the various funding partners and senior levels of government (FedNor, Northern Ontario Heritage Fund Corporation and Immigration Refugee and Citizenship Canada) to discuss these commitments and the advice received was that it is best to maintain the agreements with the SSMEDC. Staff were also provided guidance that it would be prudent to have an agreement regarding how these projects would be managed in light of the new economic development model within the City.

As a result, City staff and the SSMEDC board have developed the MA for the administration and services and for City staff to act on behalf of the SSMEDC for the execution and oversight of the contracts for projects and initiatives. These are highlighted in the attached Management Agreement in Schedule 'A'. A copy of the signed agreements will be forwarded to the partner organizations.

ANALYSIS

The City's Economic Development Division and the SSMEDC board continue to work closely together to grow opportunities within the community related to business start-ups, retaining and growing local companies, attracting investments and executing strategic projects. The two organizations are reviewing and refining economic development strategies, given the recent migration of staff from the SSMEDC to the City.

City staff and the SSMEDC board have been in the process of developing the MA over the past several weeks. The MA establishes the services provided to the SSMEDC from the City in terms of administration, project management and oversight, operational costs and transfers of financial support from the SSMEDC to the City for economic development activities. The City will not be charging any addition costs to the SSMEDC for services provided through this agreement.

There are seven agreements that will remain with the SSMEDC that City staff will manage through the end of those commitments. It is anticipated that over the next three fiscal years, all these projects and initiatives will be completed. If new projects are developed through the SSMEDC, the MA will need to be amended to reflect these changes.

The SSMEDC board approved the MA on May 13, 2020 at the regular monthly meeting.

FINANCIAL IMPLICATIONS

There will be no additional impact to the City levy for the approval of the MA. Through the MA, it will also provide program support for the City's Economic Development Division for the next three years.

STRATEGIC PLAN / POLICY IMPACT

This item links directly to corporate Strategic Plan in the following areas:

Maximize economic development & investment - We foster an environment where economic development dollars are maximized so that existing and new business can flourish. Citizens expect true value for their tax dollars. We are committed to maintaining financial viability by strategically embracing our future with careful consideration and calculated risk in all undertakings.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Economic Development, Community Development & Enterprise Services dated 2020 05 25 be approved, and that Council approves the Management Agreement with the SSMEDC. By-law 2020-110 appears elsewhere on the agenda for Council approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Dan Hollingsworth", with a stylized flourish at the end.

Dan Hollingsworth
Director, Economic Development,
Community Development + Enterprise Services
705.759.5428
d.hollingsworth@cityssm.on.ca



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: City Parking Lots at Ken Danby Way and Russ Ramsay Way

PURPOSE

To inform Council on the costs of the redevelopment of the parking lots at Ken Danby Way and Russ Ramsay Way. It is recommended that this project be completed in two (2) phases. Phase one (1) will have a capital request submitted as part of the 2021 budget deliberation process.

BACKGROUND

At a Council meeting dated July 15, 2019 the following resolution was passed.

City Parking Lots at Ken Danby Way and Russ Ramsay Way

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

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

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

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

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

ANALYSIS

City staff representing Community Services, Planning, Parks and Engineering have come together to investigate options for redevelopment of the area identified

in the resolution. Staff are recommending that this project be completed over two phases to facilitate funding requirements and to allow for in depth consultation with the Rotary Club and other stakeholders for the Clergue Park component, more specifically Ken Danby Way.

Phase one redevelopment (Appendix A) would consist of the following:

1. Extension of the John Rowsell Hub Trail <http://www.hubtrail.com/> from the Civic Centre to the start of the East side of Ken Danby Way parking lot creating a direct link between the two spaces. It is evident people are using this as access from the existing dirt pathway.
2. Address and repair drainage concerns (catch basins) for the parking lot behind the Seniors Centre located at 615 Bay St. This has been a long-time concern from both staff and seniors where regular flooding makes the parking lot inaccessible at many times throughout the year.
3. Paving of the parking lot with appropriate lighting, line painting and curbing. There will be an allotment for seventeen accessible spaces and one hundred in total. There were 34,621 participant days from seniors in 2019 supported by 405 programs being offered.
4. Add appropriate landscaping and additional greenspace west of the parking lot.

The total project cost of phase one is estimated at \$411,600 (Appendix B).

In addition, staff have met with members of Rotary Club on February 5, 2020 to discuss concepts for phase two that would encompass their requirements from a festival perspective. This is still in the preliminary stage. Staff will continue to meet with this group and other stakeholders before any proposal is brought back on phase two. It is anticipated that the second phase will be higher in cost than phase one.

Please find a letter of support and feedback regarding the phase one proposal from the Sault Ste. Marie Rotary Club (Appendix C).

FINANCIAL IMPLICATIONS

Staff recommend that sources of funding be identified and included as part of a capital request for phase one to be submitted as part of the 2021 budget prioritization process.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.

RECOMMENDATION

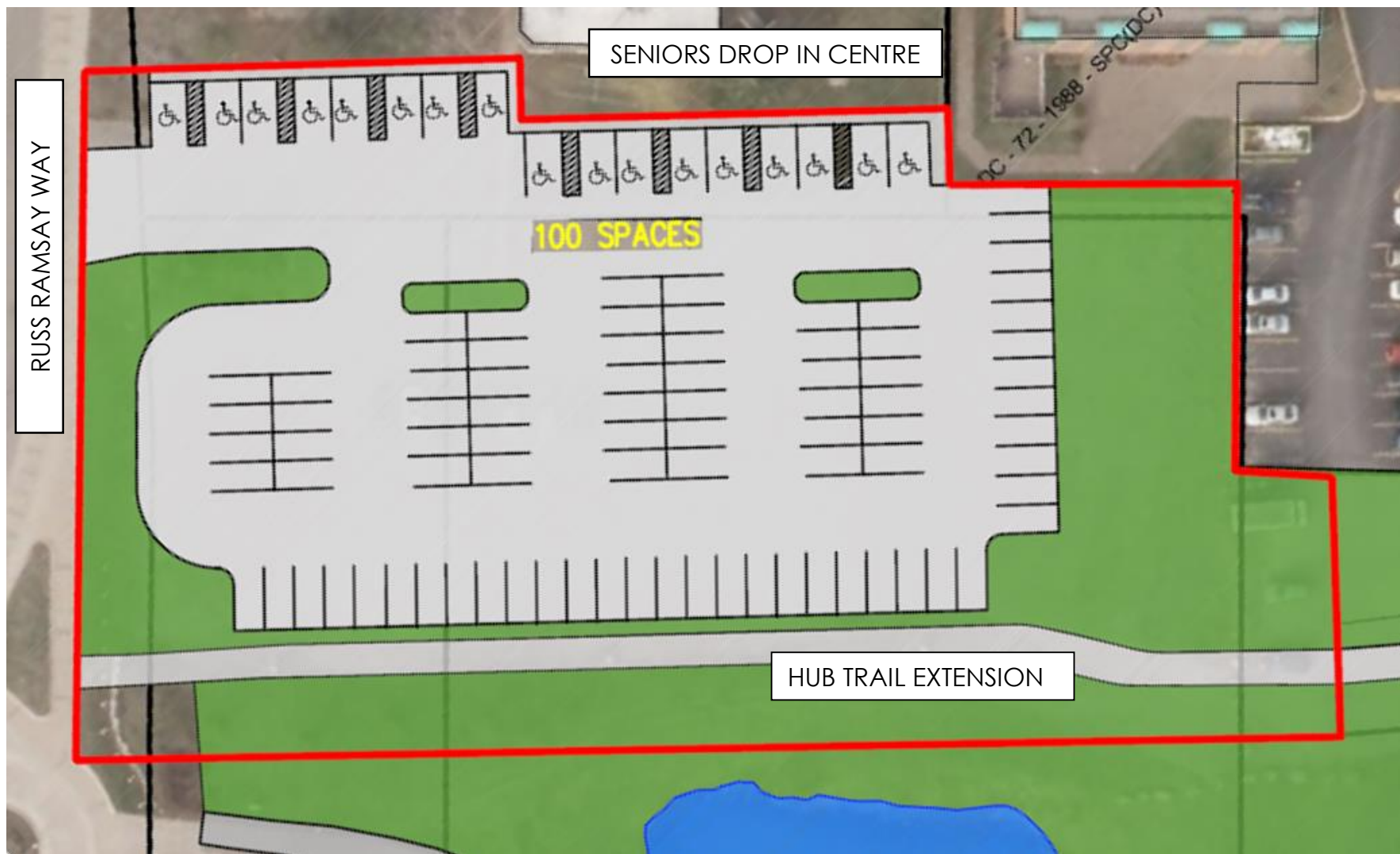
It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services dated 2020 05 25 concerning City Parking Lots at Ken Danby Way and Russ Ramsay Way be received and that Phase 1 (redevelopment of the parking lot at Russ Ramsay Way and the Senior's Centre) be referred to the 2021 capital budget.

Respectfully submitted,

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

Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise
Services
(705)759-5314
b.lamming@cityssm.on.ca



Appendix A - Phase 1 Seniors Parking Lot / Hub Trail Extension

APPENDIX B - COST ESTIMATION

TYPE OF WORK : Resurface Parking lot and Hub Trail Extension
 LOCATION OF WORK: 615 Bay Street-- Senior's Drop -In Centre
 PROPOSED DATE: Summer 2021

ITEM NO.	DESCRIPTION	ESTIMATED BUDGET COST
1	Pulverize	\$ 34,000.00
2	Gran 'A' 50mm Parking lot	\$ 21,000.00
3	Hot Mix Asphalt (50mm HL3A) parking lot	\$ 140,000.00
4	Concrete Curb	\$ 9,000.00
5	Line Painting	\$ 6,000.00
6	Parking Symbols	\$ 6,000.00
7	Catch Basins (including frame and cover)	\$ 5,000.00
8	Catch Basins Leads (250mm pvc ribbed)	\$ 11,000.00
9	Tap into exist Catch Basin	\$ 1,000.00
10	Earth Excavation (path way)	\$ 2,000.00
11	Landscaping Allowance	\$ 15,000.00
12	Parking Lot Lighting Allowance	\$ 20,000.00
13	Hubtrail Lighting Allowance	\$ 14,000.00
14	Hubtrail Extension	\$ 39,000.00
15	Contingency	\$ 20,000.00
	SUBTOTAL	\$ 343,000.00
	Engineering 20%	\$ 68,600.00
	TOTAL	\$ 411,600.00

Appendix C

ROTARY CLUB OF SAULT STE. MARIE

"SERVICE
ABOVE SELF"



"HE PROFITS MOST
WHO SERVES BEST"

CLUB 2776, DISTRICT 6280 ROTARY INTERNATIONAL
P.O. BOX 272
SAULT STE. MARIE, ONTARIO
CANADA P6A 5L8
TELEPHONE (705) 945-1279 ~ FAX (705) 945-5228
EMAIL: cboconnor@rotarysault.com ~ WEBSITE: www.rotarysault.com

6 March 2020

Brent Lamming
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6

Dear Brent,

Thank you for including Rotary in review of potential changes to Clergue Park and Ken Danby Way.

Unlike Phase 2, Phase 1 will not interfere with ROTARYFEST, providing the following 5 factors are considered and changes are implemented to allow for current needs:

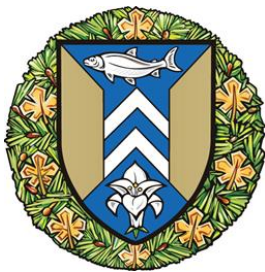
1. **Hub trail extension sidewalk**: No problem from the west up to where Lions parking lot starts. At that point we would need this sidewalk to veer slightly south and continue east beside current Danby Way edge.
2. **Connection between Danby Way and "Senior's" parking**: For the setup of our festival, it is essential to have access between both areas. A hard surface (asphalt perhaps) and wide enough to accommodate a transport is needed to achieve safe passage for numerous loads by transport, service vehicles for 'porta potties' and greywater, and the water truck to fill the paddleboat inflatables to name a few.
3. **Area between south "Lions" parking and "Senior's" parking lot**: The current use includes bins for both garbage and recycle storage, wood and refrigeration trucks and some vendor vehicles. A solid foundation is required to support above usage as well as enough room to safely situate the large vehicles and storage bins.
4. **Edge of new paved parking lot**: With our utmost need to use the passage way described in item #2, the edge of the parking lot would have to be tapered and wider than a transport trailer to allow smooth entry/exit from this south-east corner.
5. **Clear passage thru a new paved lot**: In order to negotiate through this lot safely with larger vehicles, we would need to ensure that no boulevard or road verge is placed at the north end of the middle 2 rows.

With the above issues addressed as we recommend, phase #1 should be acceptable for Rotary and the festival participants.

Sincerely,

A handwritten signature in blue ink that reads "Rod Goodall".

Rod Goodall
Co-Chair of ROTARYFEST



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: 2020 Resurfacing Program

PURPOSE

The purpose of this report is to obtain Council approval of the 2020 Miscellaneous Paving/Road Resurfacing program.

BACKGROUND

Each year, the majority of the Miscellaneous Construction budget is allocated to road resurfacing. The purpose of the miscellaneous construction budget is to meet the demands of many small capital construction projects. Over the years, the vast majority of miscellaneous construction funding has been diverted to road resurfacing. Further, rising resurfacing costs are slowly eroding the effectiveness of the program especially when the budget has not been increased, even for inflation, in decades. Several arterial roads are in need of new surfaces, thereby requiring that a portion of the capital roads budget be re-directed to resurfacing, which only defers capital road reconstruction. For example, the 2020 resurfacing of Northern Avenue will be funded under a separate contract under the capital roads program.

The resurfacing program attempts to address critical needs for all four classes of road surface:

- Class A: Asphalt roads with curbs and storm sewers
- Class B: Asphalt roads with roadside ditches
- Class C: Surface treated roads
- Class D: Gravel surfaces

For Class C roads, surface treatment is a comparably inexpensive means of providing a hard surface on low-volume roads. It does not perform well on higher volume roads or bus routes.

ANALYSIS

The recommended 2020 program includes the following streets:

Class A:

- Grosvenor Avenue – Bruce Street to Trelawne Avenue: Resurfacing
- Grand Boulevard – St. George's Avenue to Northern Avenue: Resurfacing
- Penno Road – People's Road to St. Patrick Street: Resurfacing

Class B:

- Korah Road – Rossmore Road to Moss Road: Resurfacing
- Cooper Street – Second Line to 200m north of Second Line

Class C (surface treatment):

- Tallack Boulevard – People's Road to west limit

Two miscellaneous paving jobs are also recommended in this program:

Albert/Andrew Street intersection: This intersection is the subject of an outstanding Council resolution and a separate report to Council. The City retained a traffic specialist to conduct a safety review of this intersection. It is proposed to include the recommended improvements in this contract.

Allen's Side Road Bridge over West Davignon Creek: Expansion joints and approach slabs for this bridge require rehabilitation.

Finally, a quantity of crack sealing and full lane patches on other roads may be included in the tender, budget permitting.

FINANCIAL IMPLICATIONS

In the 2020 miscellaneous construction budget, \$516,000 is available for resurfacing and \$200,000 for bridge rehabilitation. Council was advised at the 2020 05 11 meeting that the capital underrun to date based on 2020 tenders is \$1,323,000. It is recommended that \$1M be allocated to Miscellaneous Paving/Resurfacing for a total budget of \$1,716,000.

STRATEGIC PLAN / POLICY IMPACT

Road resurfacing is linked to the asset management and infrastructure components of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2020 05 25 be received, that \$1M of 2020 capital funds be re-allocated to the miscellaneous paving budget, and that the 2020 road resurfacing program be approved.

2020 Resurfacing Program

2020 05 25

Page 3

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Don Elliott", with a long horizontal stroke extending to the left.

Don Elliott, P. Eng.

Director of Engineering

705.759.5329

d.elliott@cityssm.on.ca



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Manager of Design and Transportation
Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Andrew and Albert Street Intersection Improvements

PURPOSE

The purpose of this report is to address the Council resolution from 2019 11 18, which reads:

Whereas the City of Sault Ste. Marie removed the traffic lights at Albert and Andrew Streets in 2013 with the expectation that collisions would decrease over time; and

Whereas Andrew Street and Albert Street current year data indicates an increase in collisions; and

Whereas reports recommending this removal point to the successful transition of Andrew Street and Queen Street to an intersection without signals; and

Whereas the Andrew Street and Queen Street intersection has two lanes with a large concrete barrier to signal drivers to stop, but the Albert Street and Andrew Street intersection has no such barrier; and

Whereas traffic collision data over the past three years shows a larger than normal volume of collisions at Albert and Andrew Streets with nearly all of them being from the right hand, southbound lanes,

Now Therefore Be It Resolved that Traffic and Engineering be requested to conduct a traffic safety study of Albert and Andrew Streets with the goal of reducing collisions from the southbound lanes on Andrew Street.

BACKGROUND

In 2013 the City Traffic Division removed the traffic signals at the intersection of Andrew and Albert Streets. Following this change, the intersection has experienced a significant number of collisions. In total 36 collisions were reported

between March 2017 and December 2019 (34 months). Typically, when traffic signals are removed we would see an initial increase in collisions followed by a steady decrease as motorists become familiar with the change. The data at this intersection suggests a higher than anticipated number of collisions.

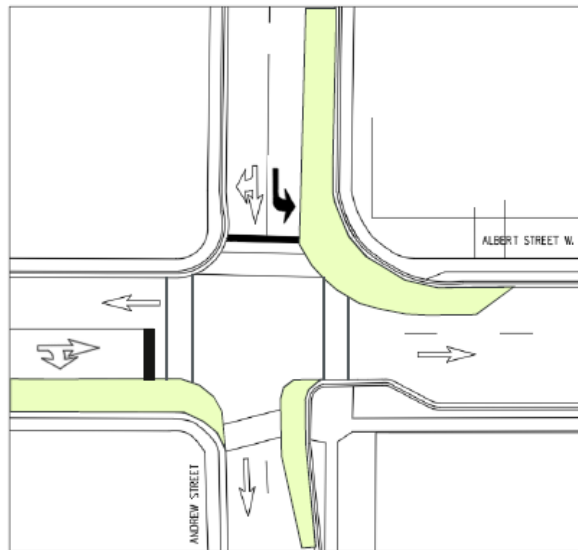
ANALYSIS

In response to the Council resolution, the Engineering Division retained a traffic specialist, CIMA+, to do a review of traffic safety and operations as well as make recommendations on how the City may enhance traffic safety;

The results of this review are below.

- Eliminate one southbound through lane and provide one southbound through/right-turn lane and one southbound left turn lane.
- Make the eastbound approach on Albert Street stop controlled.
- Eliminate the exclusive eastbound right turn lane and replace with an eastbound through/right turn lane
- Eliminate one eastbound receiving lane.

Figure 2: Proposed intersection configuration



The Engineering Division recommends proceeding with detailed design of these changes and including the work in the 2020 resurfacing program. This program is detailed on a report elsewhere on Council's agenda.

FINANCIAL IMPLICATIONS

It is anticipated that there will be adequate funds in the 2020 Resurfacing Program report to cover the costs of this work.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design and Transportation Engineering dated 2020 05 25 concerning Andrew and Albert Street Intersection Improvements be received as information.

Respectfully submitted,

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

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



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: DSSMSSAB Supra Box Key Agreement

PURPOSE

The purpose of this report is to formalize an agreement for the use and responsibilities of the Supra Box Key System between the City of Sault Ste. Marie (City) and the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB). This agreement is specifically for Fire Services and Emergency Medical Service (EMS).

BACKGROUND

The City of Sault Ste. Marie was the contract service provider of Land Ambulance (EMS) since 2002. Fire Services is in possession of a number of keys to Supra Boxes installed by property owners at various locations and residences within the City of Sault Ste. Marie. This facilitates prompt access to such buildings in the event of an emergency. Fire Services had equipped particular fire vehicles and land ambulance vehicles with a Supra Box key to utilize, if necessary, in its response to an emergency; Paramedic Services has requested permission to retain those keys assigned to land ambulance vehicles since its provision of land ambulance services.

As EMS was part of Fire Services, the Supra Box program did not require an agreement. Since EMS has transitioned to the DSSMSSAB as of January 1, 2020, a formal Supra Box Key Agreement is required between the City and DSSMSSAB. This agreement will establish the responsibilities and cover liabilities for each individual stakeholder. The Agreement and By-law are found elsewhere on the agenda.

ANALYSIS

As part of the transition of the Land Ambulance (EMS) to DSSMSSAB, a series of meetings took place between senior staff within the Corporation of the City of Sault Ste. Marie and the DSSMSSAB. It was determined that for efficiencies in the deployment of both Fire and EMS Services, the Supra Box program should continue in the same manner that historically has been in place. The Supra Box Key System provides access to registered properties within the City of Sault Ste. Marie. A set of master keys is in the possession of each service. The master key

provides access to a Supra Box on registered properties. Both Fire and EMS Services have access to building keys to gain entry during an emergency. The function of this program is to ensure rapid access to 911 callers without either emergency service having to breach or cause unnecessary damage to properties. The box is affixed to the actual building where the master key provides access to other important keys for that same building.

FINANCIAL IMPLICATIONS

There are no financial implication contained in this report.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant Agreement and By-law #2020-39 is listed elsewhere on the Agenda and is recommended for approval

Respectfully submitted,



Peter Johnson

Fire Chief

705.949.3333

p.johnson@cityssm.on.ca



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Town of Bruce Mines - Agreement for Building Inspection Services

PURPOSE

The purpose of this report is to seek Council's approval of an Agreement between the City of Sault Ste. Marie (the "City") and the Town of Bruce Mines (the "Town") for the City to provide plans examination and building inspection services (the "Services") for the Town, which are limited to the completion of single project within the Town.

BACKGROUND

In 2015 the City and the Town entered into a similar agreement whereby the City would provide Services to the Town on an hourly and direct cost recovery basis. This agreement was successfully carried out.

The Town presently has a large scale abattoir (the "Project") that has been tabled and requires the Services provided in 2015 due to Tulloch Engineering, the engineering firm that regularly provides the Services for the Town, being involved with the Project in a separate capacity.

ANALYSIS

The City's Building Department is equipped and capable of providing the Services to the Town, and in exchange, will collect the applicable permit fees per the City's User Fee bylaw. Based on the scale of the Project, the total amount of permit fees is projected to be significant and will cover any costs borne by the City in providing the Services to the Project, including City employee's salaries and hourly rates to be paid by the City. The Agreement will further account for the recovery of any travel costs ensuring the City is not out-of-pocket any expenses.

Further, the Agreement confirms the level of service that will be offered to the Town and limits any liability those services. In comparison, the City's liability in

performing the Services for the Town will not be increased from the services conducted routinely by the Building Department under the City's current legislative requirements.

Relevant City staff, including Building, Legal, Human Resources, and the CAO's office, have reviewed this call for service and recommend the City proceed with the Agreement.

FINANCIAL IMPLICATIONS

The Building Division will collect all permit fees for the Project, which covers the costs of the Services.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2020-113 authorizing the execution of the Agreement appears elsewhere on the agenda and is recommended for approval.

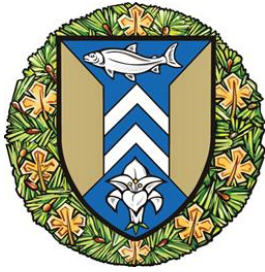
Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/

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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Licence to Occupy City Property Agreement between the City and Algoma Common Elements Condominium Corporation No. 21

PURPOSE

The purpose of this report is to request Council's approval of a Licence to Occupy City Property Agreement (the "Agreement") between the City and Algoma Common Elements Condominium Corporation No. 21 (the "Condominium") to permit the Condominium to continue utilizing a portion of City lands located at the intersection of Fourth Line West and Crimson Ridge Drive as an entranceway to Crimson Ridge Drive. The entranceway consists of a boulevard, building and entrance sign (the "Condominium Entrance").

BACKGROUND

On February 9, 2015, City Council passed By-law 2015-36 which authorized the execution of a Licence to Occupy City Property Agreement between the City and the Condominium for the use of a portion of City Lands located at the intersection of Fourth Line West and Crimson Ridge Drive, municipally known as Fourth Line West (the "Licenced Area") for a period of five (5) years commencing February 1, 2015 and ending on January 31, 2020. The Condominium has recently requested permission to continue utilizing the Licenced Area for the Condominium Entrance.

The Condominium's request was circulated to relevant City Departments and the Sault Ste. Marie Region Conservation Authority ("SSMRCA"). No concerns were raised with respect to this request.

ANALYSIS

The Agreement grants the Condominium the right to occupy the Licenced Area for the Condominium Entrance for a term of five (5) years commencing February 1, 2020 (the "Term") and ending on January 31, 2025, thereafter automatically renewing on a yearly basis on the same terms and conditions at both parties' consent aside from a potential annual fee as set out in Section 12. The Legal

Department is presently completing a review of other municipalities' processes and fees associated with Licence Agreements and once complete, shall propose same for Council's consideration. Section 12 provides for such a fee to be charged if during the Term, same is adopted for City Licence Agreements.

The Agreement confirms that the Condominium may only use the Licenced Area for the Condominium Entrance in accordance with Schedule "A", and for no other purpose. The Agreement further confirms that the Condominium has full responsibility to obtain at its own expense any approvals and/or permits and contains indemnification clauses such that the Condominium shall be responsible for any costs, expenses and liabilities that result from the Condominium Entrance.

The Agreement updates the insurance requirements, such that the Condominium is required to maintain insurance in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as an "Additional Insured" to same. The Agreement contains a provision that permits the City and/or emergency personnel to remove any portion or the entirety of the Condominium Entrance if the City and or emergency personnel deem it necessary to access any portion of the Licenced Area. Finally, at the conclusion of the Term, the Condominium must restore the Licenced Area to the condition that existed prior to its use of same

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2020-112 which authorizes the execution of a Licence to Occupy City Property Agreement between the City and Algoma Common Elements Condominium Corporation No. 21 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Donald B. McConnell MCIP RPP, Director of Planning
DEPARTMENT: Community Development and Enterprise Services
RE: Accessibility Status Report 2020

PURPOSE

The purpose of this report is to provide City Council with an update on the current activities of the Accessibility Advisory Committee and Accessibility Coordinator.

BACKGROUND

The City is committed and guided by the four core accessibility principles of Dignity, Independence, Integration and Quality of Opportunity.

The Ontarians with Disabilities Act and the Accessibility for Ontarians with Disabilities Act requires that the majority of voting members of the City's Accessibility Advisory Committee be comprised of persons with disabilities or who have an interest in issues related to persons with disabilities.

The Accessibility Advisory Committee advises City Council, city staff, and outside agencies in promoting and facilitating a barrier free Sault Ste. Marie for citizens of all abilities.

ANALYSIS

The attached status report summarizes the many activities that have been undertaken by the City in support of improved accessibility over the past year.

FINANCIAL IMPLICATIONS

Funding for the activities described in this report are approved as part of the City's annual budget each year.

STRATEGIC PLAN / POLICY IMPACT

The activities listed in the attached report support the Service Delivery and Quality of Life focus areas of the City's Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Planning and Enterprise Services dated 2020 05 25 concerning the Accessibility Status Report 2020 be received as information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D.B. McConnell". The signature is written in a cursive, flowing style.

Donald B. McConnell. MCIP RPP

Director of Planning

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SAULT STE.MARIE

2020 ACCESSIBILITY STATUS REPORT.docx

May 25, 2020

This Accessibility Status Report and all documents referenced within will be made available in alternate formats upon request

Multiyear Accessibility Plan Barrier Removal Projects 2018

- **\$20,000** – commitment to the Vulnerable Persons Registry
- **\$10,000** –maintenance fees for the TextNet system
- **\$10,000** –support to improving curb cuts
- **\$10,000** –support of the accessible pedestrian signals
- **\$34,000** –expand on paved pathways at Strathclair field
- **1,000** – JRCC arena sledge maintenance

Multiyear Accessibility Plan Barrier Removal Projects 2019

- **\$20,000** – commitment to the Vulnerable Persons Registry
- **\$10,000** – maintenance fees for the TextNet system
- **\$10,000** – support to improving curb cuts
- **\$10,000** – support of the accessible pedestrian signals
- **\$32,000** –install accessible viewing area at JRCC Arena 2 – access barrier removal reserves to add funds to this project
- **\$ 1,000** – JRCC arena sledge maintenance
- **\$ 2,000** – JRCC pool

Barrier Removal Reserves

Barrier removal reserves fund planned projects as described above. In the event that funds remain in the reserves after the planned projects, The City of Sault Ste. Marie Accessibility Coordinator with input from City Departments, the Accessibility Advisory Committee and the public will return to council to approve other barrier removal initiatives.

Corporate Accomplishments

Barrier Removal Tool

To offer an additional avenue for community members to provide information on barriers this online form is available.

[Report a barrier](#)

Parking Lots

Zoning Bylaw was updated to adjust the size of the access aisle in hopes the persistent problem of vehicles using this area for parking will cease.

Recognizing the needs of the community, City of Sault Ste Marie facilities exceed the required number of barrier free spaces

[Zoning Bylaw](#)

Public Restroom Map

An interactive google map has been populated with the public restrooms throughout the city and offers details such as open hours and cost for parking

[Public restroom map](#)

Vulnerable Persons Registry (VPR)

An Initiative in Memory of Lewis Wheelan

The Accessibility Office offers support to the VPR as a registration Center and the Barrier Removal Budget funds this initiative

[Vulnerable persons registry](#)

Curb Cuts

The Public Works and Transportation Department consults with the Accessibility Coordinator yearly to determine the priorities for curb cut repair. Accessibility office students walk the busier pedestrian areas of the city and report on the curb cuts needing repair. The Accessibility Coordinator also keeps a list from public feedback received on this barrier.

Accessible Pedestrian Signals (APS)

APS, advise pedestrians who are visually impaired when they have the right-of-way, and in which direction they may cross at a signalized intersection. Each year priorities are addressed for additional accessible pedestrian signals.

John Rhodes Community Centre (JRCC)

The sidewalk to the front of the barrier free parking on the North side of the JRCC was replaced with an at grade sidewalk enabling people to exit their vehicles and move directly to the sidewalk without entering traffic route

GFL Memorial Gardens

Actuators added to accessible restrooms on Suites level

Senior Services

The Senior Citizens' Drop-In Centre and Seniors Centre at Northern Community Centre (NCC)

All entrances and doors throughout the facilities now have actuators (automatic door openers) allowing for barrier free passage.

Handrail added to south side entrance of NCC

Bondar Pavilion

Actuators (automatic door openers) have been added to the three accessible restrooms at the site. Grab bars were replaced within the restrooms to the more functional “L” shaped. This barrier was brought forward via the Report a Barrier Tool on the Corporate Website.

Sledge Skating – John Rhodes Community Centre – Arena

Sledges are available and maintained by the City of Sault Ste. Marie for the purpose of Public Skating. Sledge Skating times are posted on the City website along with other public skating times. Sledges are also available for use for other user groups upon request.

John Rhodes Community Centre Pool

The JRCC pool has barrier free entry with actuators on all doors. An accessible family change room has a ceiling lift with high/low adult change table as well as an accessible shower station and washroom. The competition pool has a ramp providing for access using one of the three available water wheelchairs. Also available is a portable aquatic lift that will lift directly into the pool without the use of a water chair and an Otter Bathing Chair, it allows caregivers of persons with many different physical disabilities easier access into the pool in the instances where a traditional wheelchair would not be appropriate.

Stop Gap

Working with District of Sault Ste. Marie Social Services Administration Board (DSSAB) the City of Sault Ste Marie has placed 21 StopGap ramps at businesses primarily in the downtown core allowing for access to persons using mobility devices.

TextNet

TextNet service enabling community members with speech and hearing disabilities to contact City Departments.

Accessibility training

All City of Sault Ste. Marie staff are trained on Accessible Customer Service, the Accessibility for Ontarians with Disabilities Act (AODA), and the Ontario Human Rights Code as it relates to persons with disabilities. New staff receives training as part of the new employee orientation sessions.

Procuring or acquiring goods, services or facilities

Goods, services, and construction purchased by the City of Sault Ste. Marie shall be procured with regard to accessibility for persons with disabilities in compliance with the Ontarians with Disabilities Act

Feedback

City of Sault Ste. Marie departments that have a process for receiving feedback and will, upon request, provide accommodation for persons with disabilities to enable all persons the opportunity to provide feedback

Accessible formats and communication supports

City of Sault Ste. Marie departments will, upon request, provide or arrange for the provision of accessible formats and communication supports for persons with disabilities. This will be done in a timely manner and at a cost that is no more than the regular cost charged to other persons

Emergency procedure, plans, or public safety information

In City departments where such material exists it will be provided, upon request, in alternate format as soon as is practicable

Accessible websites and web content

The Corporation of the City of Sault Ste. Marie's website complies with the requirement of *World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0, Level A*

The City shall notify employees and the public about the availability of accommodation for applicants with disabilities in its recruitment process.

Informing Employees of Supports

The City includes a statement in the newsletter that reminds employees that workplace accommodation is provided upon request.

Accessible formats and communication supports for employees

Upon request by an employee with a disability, the City shall consult with the employee to provide or arrange for the provision of accessible formats and communication supports for:

- information that is required in order to perform the employee's job
- information that is generally available to employees in the workplace

The City shall consult with the employee making the request in determining the suitability of an accessible format or communication support

Workplace emergency response information

The City shall provide individualized workplace emergency response information to employees who have a disability, if the disability is such that the individualized information is necessary and the employee is aware of the need for accommodation due to the employee's disability.

Documented individual accommodation plans

The City has in place a written process for the development of documented individual accommodation plans for employees with a disability (Early and Safe Return to Work letter).

Transportation Standard

The City of Sault Ste. Marie Transit Division of the Public Works and Transportation Departments reports on the compliance of the transportation standard regulations with the exception of the On Demand Accessible Taxicab regulations outlined below.

The City of Sault Ste. Marie Transit Division will prepare a Multi Year Plan for transit regulations

Duties of Municipalities – Accessible Taxicabs

The City of Sault Ste. Marie Police Service licenses and monitors the taxicab companies for compliance of the IASR transportation Standard requirements.

- Taxicabs will display their vehicle registration and identification
- All taxi companies must operate a wheelchair accessible vehicle according to the Taxi Bylaw

Taxi Bylaw

ODA Design or Public Spaces Standards

The City complies with the AODA Design or Public Spaces Standards (Accessibility Standards for The Built Environment) when undertaking new construction and redevelopment of public spaces in the following areas:

- Recreational trails and beach access routes;
- Outdoor public use eating areas;
- Outdoor play spaces;
- Exterior paths of travel;
- Accessible Parking;
- Obtaining Services; and
- Maintenance of accessible elements.

Prepared by:

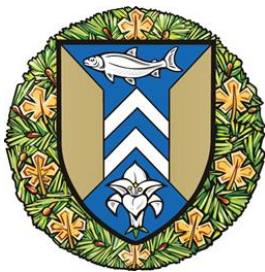
Nancie Scott

Accessibility Coordinator

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

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

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: Insurance Renewal Update

PURPOSE

The purpose of this report is to update Council on the third insurance renewal of the three year agreement we have with AON Insurance and Algoma Insurance.

BACKGROUND

In 2017 the City issued an RFP for general insurance services. We subsequently entered into a 3 year agreement with annual renewal periods each February 28, 2018-2019, 2019-2020 and 2020-2021. The agreement also includes an option for a 4th and 5th year as well.

The agreement provided for static rates in certain circumstances, but not static premiums. Overall premiums cannot be static as replacement values increase, property is gained and sold, old equipment retired and new equipment purchased. Additionally premiums can fluctuate as a result of prior term claims. As such in this three year agreement we were to have static rates as long as our claims performance stayed consistent, there weren't significant change in our operations and as long as AON was able to procure the coverages at the same pricing.

The insurance industry reports that 2017 and 2018 were stated to be the most costly 2 year period for insured catastrophic losses globally. In the fall of 2018, companies began to review their business practices and premium increases were introduced along all lines of insurance. In 2019, broker amalgamations occurred eliminating the options as far as those that write municipal business. Marsh and JLT merged into one company, and Frank Cowan was purchased by Intact.

For the February 28th 2020-2021 renewal we did experience a premium increase. In spite of the increase, the 2020-2021 renewal period is still at a lower premium than we paid in 2010. Property rates (buildings, equipment & contents) remained static. AON could not get the same liability rates for this term - there are less companies underwriting municipal liability insurance in Canada this year, we also saw additional claims on our auto fleet and experienced an increase in Claims in general. In 2018 we had 170 claims, and in 2019 we had 395 claims made.

ANALYSIS

By way of overview over the last ten years, this is what we have experienced:

Premium comparison:

- June 1, 2010-2011: \$1,215,941
- June 1, 2011-2012: \$1,233,343
- June 1, 2012-2013: \$1,265,607
- June 1, 2013-2014: \$1,263,855
- June 1, 2014-2015: \$1,005,881
- February 28, 2015-2016: \$1,269,340 (policy term was moved to February 28 at the City's request and key coverage enhancements were made)
- February 28, 2016-2017: \$1,305,968
- February 28, 2017-2018: \$1,295,847 (increased deductibles on all lines of business)
- February 28, 2018-2019: \$849,092 (first year with AON)
- February 28, 2019-2020: \$863,859
- February 28, 2020-2021: \$1,172,388

The noted changes, of less competition for our business, more stringent underwriting rules being applied and increasing costs will continue to impact us. The effect of the COVID -19 pandemic on the marketplace are unknown at this time, but in reviewing what other municipalities are experiencing the trend is upward. We are in discussions with other municipalities who are trying to currently renew their insurances. Staff will be taking an overall review of our insurance program and will participate in the larger discussions on impacts to all municipalities. As well, our Risk Manager will continue to look at options and provide recommendations for upcoming renewals.

On a positive front, in 2019, we budgeted an amount in our Insurance Claims Clearing account, which is the account for claims that are being settled or paid out. In that year we came \$218,000 under the budget for that account.

FINANCIAL IMPLICATIONS

The 2020 approved budget figure for the insurance premium is \$941,874, which is inclusive of applicable taxes.

The total invoice for the February 28, 2020-2021 renewal is \$1,172,388. After adjusting for the corporate fiscal period (January 1, 2020 to December 31, 2020), inclusive of applicable taxes, the total cost for 2020 is \$1,106,788.

This represents a budget shortfall of \$164,914.

From this amount it is anticipated there will be some form of credit coming back to the City on the auto side due to the fact that there have been less vehicles on the road during the pandemic. From these amounts there will be a portion that is allocated to the Police Services and the Library, as they are part of the City's insurance program.

It is anticipated that the overage can be accommodated within the Legal Department's operating budget.

As stated in 2019, the Insurance Claims Clearing Account was under budget by \$218,000. It is estimated that a similar trend will be experienced in 2020, thus covering the shortfall on the premium side.

STRATEGIC PLAN / POLICY IMPACT

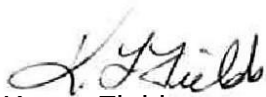
This is an operational matter not articulated in the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Solicitor dated 2020 05 25 concerning Insurance Renewal Update be received and the increase incurred in this year, being greater than stated in the original Council report and the CAO approval limit, be approved.

Respectfully submitted,



Karen Fields

City Solicitor

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**SAULT
STE. MARIE**

COVID-19 Council Update



Community

- We continue to have the lowest prevalence of positive cases in Northern Ontario and are far lower than most areas of Southern Ontario
- Community continues to respond well to complying with Provincial orders and Algoma Public Health recommendations – this will be more challenging as we enter late spring/summer



Corporation

- Public closures continued, but limited reopening of some facilities/services
 - Reopening is guided by Provincial orders, operational constraints, community need and community health
- Services reopening now include
 - Marina (Bellevue only)
 - Tennis/pickleball courts, Pump Track, Skateboard Park, Off-leash Dog Area, Disc Golf
- Facilities reopening soon
 - Ball diamonds and soccer fields (casual use only)

Staff Implications

- Staff
 - Recall of laid off staff has begun in some areas
 - Redeployment continues in some areas, return to regular duties in others
 - Returning remote staff to the workplace in stages to prepare for limited public interaction and new workplace health and safety measures
 - Summer student employment is underway at a reduced level

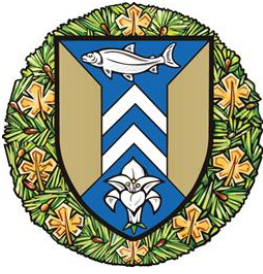
Financial Impacts to May 31st

- Operating Budget Impact - \$ 996,740
- Reserves Contribution Impact - \$ 146,027
- Capital Funding Impact - \$ 2,000,000



Capital Projects

- 2020 Resurfacing Program
- Preparations for anticipated stimulus funding are underway – report to come for the June 13th meeting
- Stimulus programs expected to be more targeted than in the past



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

COUNCIL REPORT

May 25, 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: Economic Development Strategy and Covid-19 Business Recovery

PURPOSE

The purpose of this report is to provide an update to City Council on the implementation of an economic development and Covid-19 business recovery plan that will contribute to the short term and long term economic prosperity of the community.

BACKGROUND

The effect of the Covid-19 virus has had significant and far-reaching effects to the local, and global, economy. In a survey conducted by the Algoma Workforce Investment Corporation in partnership with the City and other community stakeholders, the results confirmed the significant impact experienced by local businesses (Attachment A – AWIC Survey).

The Provincial Declaration of Emergency to help contain the spread of COVID-19 and protect the public has been extended to June 2, 2020. And, while the [list](#) of establishments required to close has been modified from the original list, there continues to be significant impacts to local business operations.

Staff's initial focus was on the immediate support of local business and communicating information and resources to assist them. A number of support programs were launched by the Federal and Provincial governments and these programs continue to be updated on a frequent basis.

A number of actions were taken by City Council and staff to support local businesses as the pandemic unfolded. City Council passed resolutions that:

- Waived interest and penalty fees on the May 5th tax installment allowing businesses to defer tax payments.
- Suspended the collection of the municipal sewer surcharge for the months of April and May 2020.

- Waived interest and penalty provisions for remittance of the Municipal Accommodations Tax is until June 30, 2020.
- Waived interest on accounts receivable is until June 30, 2020.

City staff undertook a number of actions to provide support services to local businesses:

- A business hotline and help desk was set-up to answer questions and provide updated information.
- A webpage documenting all the resources available to businesses, updated daily, was established to create a one-stop information resource on the City web site.
- A website, SaultTogether.ca, was launched to showcase and provide support to local businesses open during the pandemic and the City continues to support with advertising.
- Six local business conference calls were held with partner organizations to raise awareness of support options and field questions from business owners. Participating organizations included the Chamber of Commerce, Business Development Bank of Canada (BDC), Community Development Corporation of Sault Ste. Marie and Area, Export Development Canada, Sault Ste. Marie PUC, Northern Ontario Heritage Fund, FedNor and the Sault Ste. Marie Innovation Centre.
- A series of webinars were developed to support local businesses with partner organizations.
- A business reference document, 'Reopening Business –Smart, Safe Responsible Guide', was created using best practices to assist businesses in re-opening and helping them identify a number of considerations for serving their customers moving forward.
- Direct outreach was conducted to businesses in the traded sectors to offer support and advice, provide assistance with grant/funding applications and assist with labour force needs.
- A survey was conducted with Algoma Workforce Investment Corporation (AWIC) and partners to gather information directly with the goal of informing government and partners on key issues facing the community.

The economic development team continues to provide support to businesses in terms of on-going training, counselling and programming during the COVID-19 outbreak. It is worth noting that there has actually been an increase in employers and entrepreneurs reaching out for training and assistance.

Prior to the Covid-19 outbreak, City staff were in the process of revisiting economic development and tourism strategic plans given the migration of staff from the Economic Development Corporation to the City. Staff were also advancing the new framework for economic development and tourism with the

two external Boards (finalizing a Management Agreement with the Economic Development Corporation (EDC) which appears elsewhere on the agenda and incorporating the new Tourism Sault Ste. Marie (TSSM) non-share capital corporation).

A positive element in responding to the Covid-19 pandemic from an economic recovery perspective is that the steps the City has taken in the recent past provide a solid foundation for community, economic and tourism development. The benefits include:

- The community can leverage the extensive consultations and resulting community development strategy which resulted in FutureSSM
- The staff hired through the FutureSSM project and the migration of Economic Development Corporation staff in-house provide skilled and dedicated resources
- The Community Development Roundtable is in place and the model of integrating feedback from the action teams can be replicated
- The Boards of the EDC and TSSM enable the City to engage with business and tourism experts from the community for input and feedback

All this provides an excellent framework that the community can leverage moving forward to implement a strategic and thoughtful response to the Covid-19 outbreak that helps both in the short term and in the long term development of the community. There was important work underway at the time of the Covid-19 outbreak and it is staff's opinion that this work should not be stopped. If anything, it should be accelerated to assist with the community response to the business impacts of Covid-19.

ANALYSIS

City staff has developed a draft, "Economic Development and Covid-19 Business Response Strategy". This plan leverages previous work that was undertaken to identify key areas of focus for the community, identifies areas of opportunity and risk stemming from the Covid-19 outbreak and considers Covid-19 response initiatives and best practices from communities around the world.

Given the community development framework that is in place, staff will be engaging the Community Development Roundtable, Economic Development Corporation and Tourism Sault Ste. Marie Boards to provide input and feedback to this response plan. Staff will also engage with other community organizations to receive input and bring a plan forward to Council with this feedback incorporated. These discussions will also examine the need to establish action teams which could examine specific sectors or areas requiring special focus.

The draft plan includes areas of focus for economic growth, identifies new initiatives that are in direct response to Covid-19 impacts to business and

provides recommendations for improving community fundamentals in supporting business growth.

While this plan is being developed, it must be noted that a number of steps have already been undertaken to rapidly respond to opportunities and address impacts of Covid-19 in order to best support local business and the community. These adjustments include:

- Talent attraction strategy
 - Staff are actively developing a campaign to promote the advantage of living and working in Sault Ste. Marie. The first component of the campaign will include a paid print advertisement and digital campaign with the Globe and Mail. This is aimed at attracting remote workers and professionals looking for a better lifestyle in light of their recent experience during the pandemic.
 - The Economic Development team is adjusting an active digital marketing campaign (with remaining online impressions) to pivot and focus on remote worker attraction.
- Company attraction strategy
 - Similar to talent attraction, staff will engage in a business attraction campaign to identify businesses and present the community as a location that offers a lower cost of doing business and better quality of life for their employees.
- Company Support
 - Staff are in weekly, direct contact with staff within senior levels of government to understand the funding programs and determine what stimulus programming may become available. Staff will work to ensure the community is poised with projects that are investment ready as part of this strategy.
- Community Marketing
 - Staff is finalizing an RFP to engage a firm to develop a cohesive marketing strategy that will leverage both Tourism and Future SSM Labour Force Development budgets to deliver effective, targeted campaigns that will be complementary and add impact.
- Tourism Promotion and Development
 - Staff have pivoted our promotion strategy to look at the “staycation” and “within Ontario” travel segment. Staff are focused on leveraging the world class regional assets to drive growth (Lake Superior Coastal Trail, waterways, Stokely, Searchmont, etc.).
 - Staff continue to advance important product development projects including the Algoma Trails Development, Hiawatha Highlands Centre, new festivals and event development and Community Wayfinding.
- Film and Television
 - Staff continue outreach to attract film and television productions to the community and Council recently approved the licensing of some

content from the Vikings series to be incorporated in a new promotion video to assist these efforts.

- Restaurant and Hospitality
 - Staff are reviewing opportunities to support restaurants with patio options to assist their business operations. Further, incentive opportunities are also being explored to help these businesses to continue to operate within a new operating environment.

Finally, there was a great deal of time and effort that went into establishing the FutureSSM community development strategy. This work will serve the community well and it is important that the community continue to focus on the four pillars of community development moving forward – Economic Growth and Diversity; Cultural Vitality; Social Equity and Environmental Sustainability. This balanced approach will help ensure that the community takes actions that will build the long term prosperity of the entire community.

FINANCIAL IMPLICATIONS

This report is an information report and there are no financial implications at this time.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships – Maximize Economic Development and Investment: We foster an environment where economic development dollars are maximized so that existing and new business can flourish.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2020 05 25 be received as information.

Respectfully submitted,



Tom Vair
Deputy CAO, Community Development & Enterprise Services
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SAULT STE. MARIE COVID-19 EMPLOYER IMPACT SURVEY

WHO ANSWERED THE SURVEY?

The survey was conducted between April 16th and April 23rd.

The survey was distributed to employers by the City of Sault Ste. Marie, the Sault Ste. Marie Chamber of Commerce, SooToday and AWIC.

As of April 23 there were 622 responses to the survey (not everyone answered every question).

Total percentages in each question may not add up to 100% due to rounding, questions that allowed for multiple answers and questions that had 'other' comment fields.

➤ What type of organization are you?

Private	68%
Public	22%
Not-for-Profit	9%

(604 respondents answered this question)

➤ Please select the PRIMARY sector in which your business/organization operates.

Primary Sector	Respondents
Retail Trade	14%
Healthcare and Social Assistance	13%
Other Services (Except Public Administration)	13%
Construction	10%
Professional, Scientific and Technical Services	9%
Accommodation and Food Services	8%
Arts, Entertainment and Recreation	5%
Transportation and Warehousing	5%
Educational Services	4%
Manufacturing	4%
Agriculture, Forestry, Fishing and Hunting	3%
Real Estate and Rental & Leasing	3%
Finance and Insurance	2%
Public Administration	1%
Utilities	1%
Information and Cultural Industries	1%
Wholesale Trade	1%
Management of Companies and Enterprises	1%
Mining, Quarrying or Oil & Gas Extraction	0%
Administration & Support, Waste Management and Remediation Services	0%

(603 respondents answered this question)

THE IMPACT OF COVID-19 ON OPERATIONS

➤ How would you rank the strategic risk COVID-19 poses to your long-term business prospects?

High – this could put us out of business	37%
Medium – this is going to significantly impact our financials	44%
Low – this may impact us financially, but we are confident we can weather the storm	16%
None	2%

(527 respondents answered this question)

➤ Since the beginning of the COVID-19 crisis what do estimate your financial loss to be?

Less than \$20,000	30%
\$20,000 – \$50,000	30%
\$50,000 – \$100,000	18%
\$100,000 or more.	18%

(331 respondents answered this question)

➤ How has COVID-19 impacted your business's/organization's operations? (check all that apply)

No impact	4%
We've reduced hours, staff and our business operations	42%
We've closed our business/organization temporarily	42%
We've closed our business/organization permanently	3%
We're working remotely but continuing operations	24%

(525 respondents answered this question)

➤ If you are continuing your business operations, how have you adjusted your operations? (check all that apply)

Our storefront is operating with reduced hours	18%
Our storefront is closed but we take telephone order	25%
Our storefront is closed but we operate online	24%
Altered products or services offered to customers	33%
Altered methods of production	15%
Other (please specify)	26%

(363 respondents answered this question)

➤ **What additional impact/measures have you experienced?**
(check all that apply)

Our supply chain is interrupted	34%
We've had to cancel contracts	25%
We've had contracts cancelled	38%
We are experiencing decreases in sales (or donations if non-profit)	60%
We've had to cancel fundraising events (for non-profits)	11%
We are having to restrict spending because of the uncertainty	65%
We've increased cleaning and sanitation in our offices/facilities	46%
We are experiencing significant increase in consumer demand for certain items (please specify)	7%

(485 respondents answered this question)

THE IMPACT OF COVID-19 ON THE WORKFORCE

➤ **What is the size of your workforce?**

Workforce as of February 1st	5681	100%
Workforce as of April 1st	3412	60%
Reduction	2269	40%

(360 respondents answered this question)

➤ **What is the percentage of layoffs by employment type?**

Full-time	48%
Part-time	40%
Seasonal	6%
Contract	5%

(254 respondents answered this question)

➤ **What else have you tried to accommodate the crisis's impact on your workforce?**
(check all that apply)

We educate our employees as to the symptoms and risks associated with the virus, as well as prevention measures	43%
We've staggered work hours for employees	16%
We've required employees to work from home	24%
We are asking employees to use vacation, sick or personal days during the crisis, and deferring layoffs	6%
We continue to pay wages to employees that are off work for quarantine or illness.	9%
We've closed our business/organization temporarily and not paying employees during closure.	38%
We've informed employees of the government assistance programs	53%

(350 respondents answered this question)

WHAT WOULD YOU LIKE YOUR LOCAL COMMUNITY TO DO TO ASSIST YOU AT THIS TIME IN MANAGING THE COVID-19 CRISIS?

The survey included this open-ended question to get input directly from employers. When asked about what the community could do for them, some of the most common themes were as follows:

21% included “tax”, which usually referred to some sort of tax relief program from city.

- The city needs to look at deferring the upcoming property tax payment, not just deferring penalties
- To benefit us directly City taxes should be exempt from late payment charges during the shutdown period.
- Reduce our property taxes as if we had vacant property during this shut down.

11% included “local”, which usually referred to the need to support local business and buy local.

- Try to support the local businesses that are there supporting the city. Don’t automatically go online, give your local retailer a chance to help. Money spent locally gets passed around 7 times. Amazon money leaves forever.
- Support local. When we can travel again, choose Algoma, Northern Ontario and Canada as your destination for a vacation.

9% included “rent”, which usually referred to some sort of program for rent support.

- Rental assistance, programs aren't geared to businesses without employees.
- Reduce property taxes for landlords. Help with rent and/or utilities in any way possible. Queen St. will be vacant after this if not.

8% included “open”, which usually referred to the preference to open up business and lift restrictions.

- Restructure the city’s economy in a positive manner that reflects many of the current covid-19-related changes.
- Sault Ste Marie has a low number of active cases of Covid-19. The Algoma region should be allowed to get back to work.

(There were 197 responses to this question.)

IF YOU HAVE ANY QUESTIONS REGARDING THE DATA IN THIS SURVEY
PLEASE CONTACT JONATHAN COULMAN AT [JCOULMAN@AWIC.CA](mailto:jcoulman@awic.ca)



**SAULT
STE. MARIE**

Economic Development & Covid-19 Recovery Strategy

May 25, 2020

Community Development and Recovery

- City staff have been working on an updated economic development strategy
- The COVID-19 outbreak has had a significant impact to local business and it will have an ongoing affect on the economy moving forward
- A thoughtful and strategic approach is required and the existing FutureSSM structure can continue to serve us well

Covid-19 Impact

- Covid-19 is a serious health concern that has had tragic consequences across Canada – we need to prioritize the health of citizens first and foremost
- The impact to business has been significant – a local business survey done with AWIC includes:
 - 37% indicated this could put us out of business and 44% significantly impact financials
 - 40% reduction in workforce (360 respondents)
- Certain sectors have been hit exceptionally hard (e.g. tourism and hospitality, aviation)

Community collaboration

- As a community we have seen incredible sharing and people rallying together
 - Algoma Leadership Table sharing information and resources
 - Harvest Algoma serving food banks and a wide range of stakeholders; volunteers making meals
- Community needs to apply this camaraderie and spirit to accelerate recovery

Initial Business Support

- A number of actions were taken by City Council and staff to support local businesses as the pandemic unfolded. City Council passed resolutions that:
 - Waived interest and penalty fees on the May 5th tax installment allowing businesses to defer tax payments
 - Suspended the collection of the municipal sewer surcharge for the months of April and May 2020
 - Waived interest and penalty provisions for remittance of the Municipal Accommodations Tax until June 30, 2020
 - Waived interest on accounts receivable is until June 30, 2020

Initial Business Support (cont'd)

- City staff undertook a number of actions to provide support services to local businesses:
 - Business hotline and help desk was set-up to answer questions and provide updated information.
 - Webpage documenting all the resources available to businesses, updated daily, was established to create a one-stop information resource on the City web site.
 - SaultTogether.ca, launched to showcase and provide support to local businesses open during the pandemic and the City continues to support with advertising.
 - Six local business conference calls were held with partner organizations to raise awareness of support options and field questions from business owners.
 - A series of webinars were developed to support local businesses with partner organizations.
 - A business reference document, 'Reopening Business –Smart, Safe Responsible Guide', was created using best practices to assist businesses in re-opening
 - Direct outreach was conducted to businesses in the traded sectors to offer support
 - A survey was conducted with Algoma Workforce Investment Corporation (AWIC) and partners to gather information directly with the goal of informing government and partners on key issues facing the community.

Economic Development and Tourism Covid-19 Actions

- Adjustments continue to be made to reflect Covid-19 impact which include:
 - Support
 - Working closely with local business to obtain funding support and new opportunity identification
 - Examining opportunities for re-training to support employment
 - Seeking stimulus funding to support businesses and capital projects
 - Pivots
 - Undertaking a campaign to attract remote workers and companies
 - Pivoting tourism attraction and promotion to focus on in-travel, outdoor activities
 - Continuing tourism product development activities that align with Covid-19 impact
 - Adjusting economic development strategy and focus areas to reflect mid and longer-term opportunities in post Covid-19 world

Three primary focus areas have been identified:

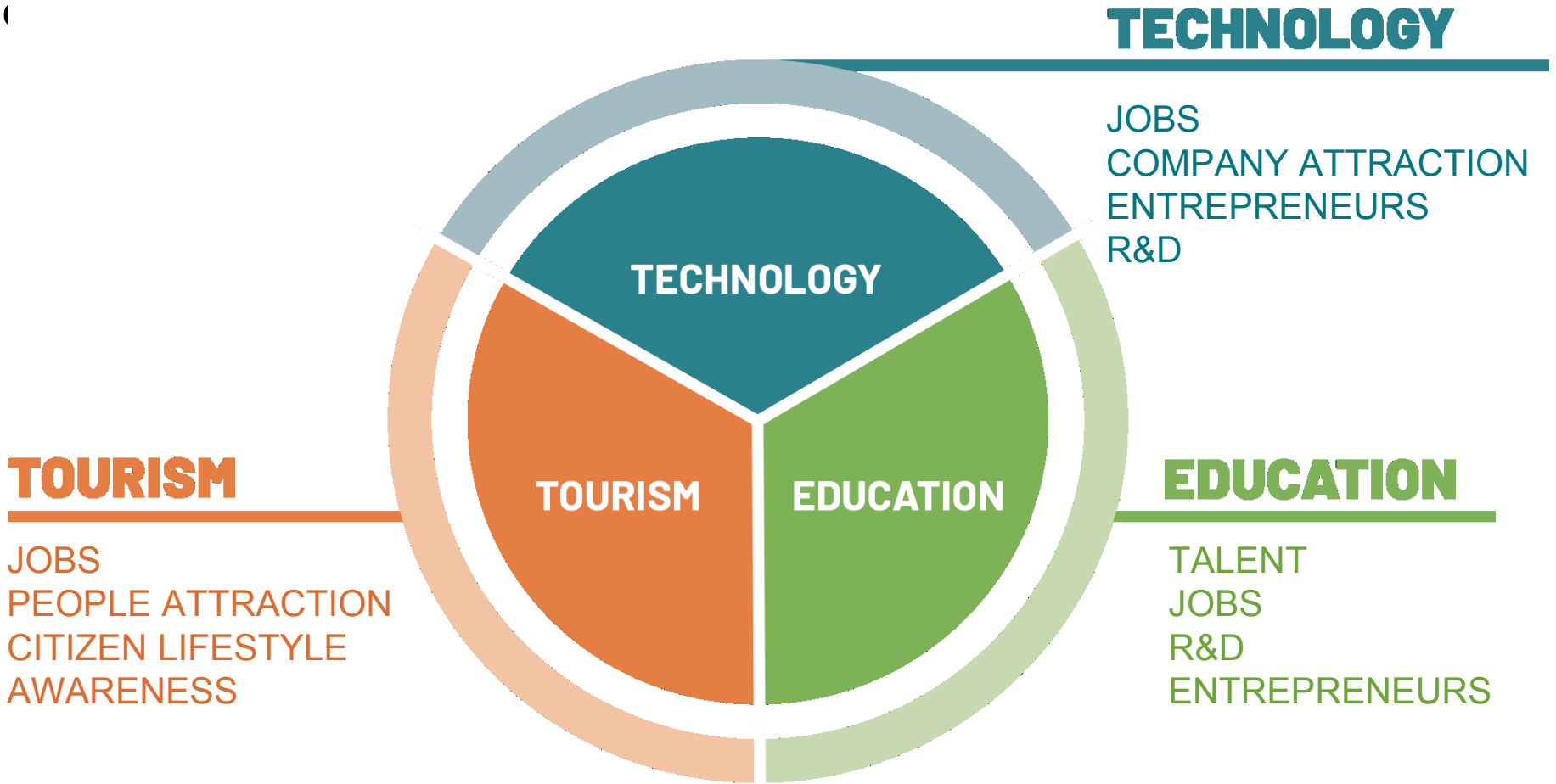
Technology

Education

Tourism



These three primary focus areas are interrelated and



TECHNOLOGY

Smart Energy

Advanced
Manufacturing

Digital
Transformation

Focus:

- **Build on digital transformation:**
 - Remote offices/workers
 - Next generation manufacturing
 - Lottery and gaming
- **Leverage PUC Smart Grid project & alternative energy assets as green industry re-emerges**
- **Establish R&D partnerships and support business development with local companies**

EDUCATION

**Advanced
Manufacturing**

ICT

**Health Programs
& Research**

**Environmental
Sciences**

Focus:

- **Growth in international student enrollment (significant impact due to Covid-19 in short term)**
- **Entrepreneurship programming and strategic hiring**
- **AU**
 - Masters programming Environmental Sciences and Computer Sciences
 - New School of Computer Science and Technology
 - Pursuing Mental Health and Addictions Research and Training Institute and cyber-security initiative
- **Sault College**
 - Healthcare programs (B.Sc. Nursing; Practical Nursing; PSW)
 - Advance manufacturing and rapid prototyping
 - Applied research centre and robotics

TOURISM

**Product
Development**

Events

Promotion

Focus:

- **Pivot to reflect Covid-19 impact and ongoing impact – monitoring research (e.g. McKinsey report)**
- **Leverage world class assets:**
 - **Winter sports events/promotion**
 - **Mountain bike trail development**
 - **Lake Superior and waterways programming**
 - **Agawa Canyon Tour Train re-development for eventual market return**
- **Indigenous and cultural tourism collaboration**
- **Collaboration with post-secondary institutions**

Foundational Building Blocks

Talent

**Business
Support**

**Collaboration
and
Awareness**

**Quality
of Life**

TALENT

**Post-Secondary
Secondary
Elementary**

Immigration

Entrepreneurs

Focus:

- Developing a community collaboration centre to bolster, inspire and support learning
- SSMIC TechEdge program and experiential learning
- Leverage RNIP program to attract required skilled talent
- Foster entrepreneurs at post-secondary, use Startup Visa to attract (explore collaboration with student recruiters)
- Succession and business matchmaking

BUSINESS SUPPORT

**Support and
Mentors**

**Capital &
Funding**

Infrastructure

Focus:

- Ensure entrepreneurs and businesses are supported at each stage of development
- Expansion of mentorship network for entrepreneurs
- Leverage existing funding programs, partners and investors
- Grow physical collaboration/co-working and office space to support company growth (collaboration centre)
- Develop economic development infrastructure
- Support training and re-skilling opportunities

COLLABORATION AND AWARENESS

**First Nations and
Regional Partnerships**

**Youth
Engagement**

Promotion

Focus:

- Collaborative projects with First Nations partners
- International trade zone with Sault, MI
- Establish City Studio program to foster interaction between post-secondary, industry and municipality; collaboration portal to enable professors to identify experiential learning opportunities
- Year of Youth FutureSSM activities
- Strategic community promotion in targeted sectors

QUALITY OF LIFE

**Cultural
Vitality**

Housing

**Jobs
(+ first jobs)**

Focus:

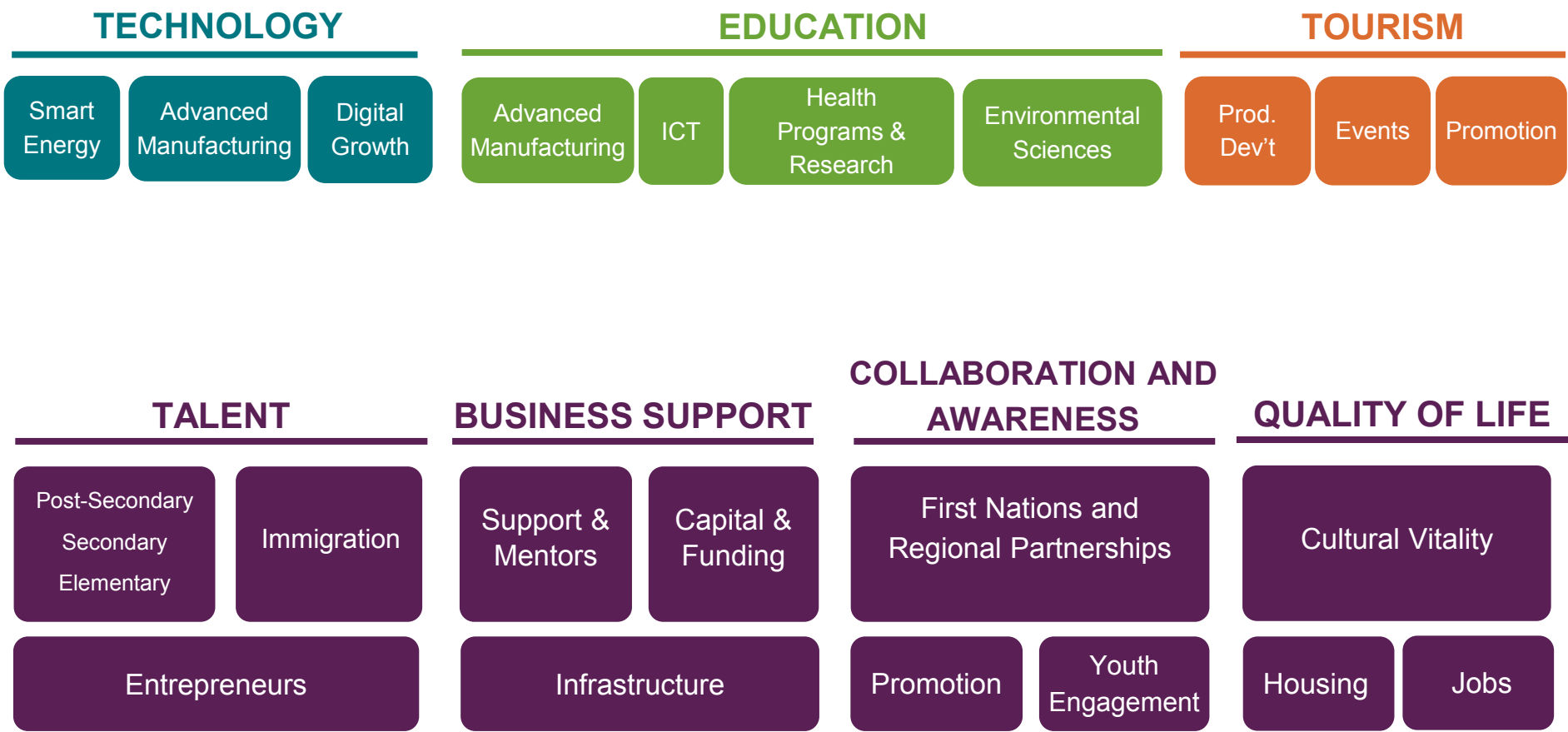
- Downtown revitalization
- Roll out Arts and Culture strategy including more events and concerts
- Support new housing development, especially in the downtown core (urban growth geared to young professionals)
- Ensure companies are establishing co-op, internship and first job opportunities and promote
- Develop recreation infrastructure (tie in with tourism)

Collaboration Centre

- A dynamic building that will contain:
 - Business and community collaboration space
 - Co-working space (remote workers, self-employed, company and people attraction)
 - Office space
 - Elementary/secondary youth learning environment
 - Arts hub



Framework



Finalizing the metrics and timing with community partners

Objectives

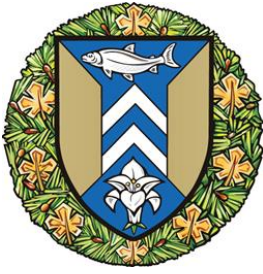
- Specific
- Measurable
- Achievable
- Realistic
- Time-bound

Major new initiatives

- Company/remote worker attraction
- Tourism re-boot with new products/ promotion focused on world class assets and regional travel
- Collaboration Centre with related programming
- Leverage entrepreneurship programs, RNIP, Startup Visa and first job program to drive new business growth
- Increase post-secondary collaboration and training opportunities
- Strong youth-focused programming including City Studio program



Thank you.
Miigwetch.
Merci.



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

COUNCIL REPORT

May 25, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Shelley J Schell CPA, CA Chief Financial Officer and Treasurer

DEPARTMENT: Corporate Services

RE: Financial Implications of City's COVID-19 Response

PURPOSE

The purpose of this report is to provide Council with a detailed update on the financial implications of the City's COVID-19 response.

BACKGROUND

The Province of Ontario declared a State of Emergency on March 17, 2020 at which time municipal operations were significantly impacted. Reports from the Chief Administrative Officer on March 24, 2020 and April 27, 2020 have provided updates on how the municipality has been impacted. Staff has been tracking the financial impacts on revenue losses, additional expenditures and mitigation efforts.

Elsewhere on the agenda the 2020 First Quarter Report is presented. Many of the COVID-19 financial impacts did not occur during this period. The impacts and their financial implications, actual or best estimate, to May 31, 2020 are provided to update Council on the current situation.

ANALYSIS

The financial impacts experienced by the municipality can be classified as permanent or deferred. Permanent impacts are foregone revenue that will not be recovered as well as additional expenses incurred due to the pandemic. Permanent impacts will put financial pressures on the annual operational budget. Deferred impacts are temporary financial impacts due to delays in budgeted revenue stream collections. Deferred impacts will result in cashflow changes which will have liquidity consequences. Both types of impacts to May 31, 2020 will be discussed below.

Tax Revenue and Taxes Receivable

Taxes fund approximately 65% of the City's budget, including local and levy boards. It is the main source of funding to provide municipal services, including

those essential services such as transit, waste water services, landfill and waste collection, cemetery, building permits/inspections and road maintenance, that are still being provided to the community during the pandemic.

On March 23, 2020 Council waived the interest on all arrears tax balances until May 31, 2020 and then extended it on April 27, 2020 until such time that it is amended by Council or December 31, 2020. This measure in effect allows all taxpayers to defer the required tax payments without penalty and assists the community at a time when they may have financial constraints. The budget revenue for interest on taxes for 2020 is \$1,215,000. To May 8, 2020 interest in the amount of \$247,225 has been waived. This revenue loss is permanent and will contribute to a financial pressure in the City's operating budget. The deferral of payments will impact the City's liquidity as less cash will be received during this time.

Along with deferral of payments Pre-authorized Payment (PAP) accounts were anticipated to be cancelled in order to postpone tax remittances. Currently there are approximately 8,050 PAP accounts. From March 23 to May 7 there have been 79 cancellations due to COVID-19 (less than 1%). There has also been 30 new enrolments/changes and 25 cancellations for other reasons. To date the impact on PAP cancellations has not been as significant as anticipated

As of the date of this report only the Interim Tax Levy for 2020 had been billed, with the final due date being May 5, 2020. Staff compared the 2020 Interim levy receivable to 2019 for changes related to the COVID-19 measures implemented:

	<u>2020</u>	<u>2019</u>
Interim Levy Receivable	\$8,737,810	\$4,643,080
% of total Interim Levy	13%	7%

With the measures put in place to assist taxpayers during the COVID-19 crisis, the unpaid interim levy compared to 2019 increased by \$4,094,730. Although the increase is almost double year over year, 76% of the increase is for 50 tax accounts over \$20,000, all of which are non-residential properties. These 50 accounts represent 0.17% of the total number to tax accounts. The vast majority of these accounts only have the May 5 installment outstanding.

2 nd Installment only	44
2 nd Installment/1 st Installment (all or portion)	5
All of 2020 Interim and Previous Year	1

Of the remaining Interim Levy receivable increase of approximately \$970,000, there are 5,221 accounts (18% of total number of tax accounts) between \$100 and \$19,999. The breakdown is as follows:

Financial Implications of the City's COVID-19 Response

2020 05 25

Page 3.

\$100-\$999	3,160
\$1,000-\$2,999	1,778
\$3,000-\$4,999	143
\$5,000-\$19,999	140

There is a potential for an increase in arrears for 2020 taxes. Staff will continue to monitor the receivable balances over the next two tax due date in July and September. If required a plan to work with these taxpayers to get back to a current tax position will be put in place. City staff has suspended all collection efforts during the time of the pandemic crisis.

Transit

One of the most significant financial impacts has been in the area of transit. Physical distance measures to protect the drivers and passengers required entry through the rear door resulting in fares being waived as of March 19, 2020. The number of passenger were also limited to 10 - 12 riders on April 1, 2020 and the service reduced as well from half hour to hourly. With fares foregone due to rear door entry and the decline in passengers and savings from service reduction the net transit revenue decrease is estimated at \$543,825.

There has been advocacy efforts to both the Federal and Provincial government by many associations and transit organizations for COVID-19 transit funding assistance. The Association of Municipalities of Ontario (AMO) has been working in conjunction with the Ontario Public Transit Association (OPTA) and the Canadian Urban Transit Association (CUTA) to seek funding relief. As well the Federation of Canadian Municipalities (FCM) is proposing a plan to utilize Federal Gas Tax funding to assist with transit and other emergency services.

Community Centres

The City closed all recreational facilities on March 16, 2020. All programming was cancelled. The leases for various facilities were also suspended as the proponents were unable to access the facilities, resulting in additional revenue foregone. Until the pandemic crisis is over and physical distancing measures are lifted, this area will continue to experience revenue impacts. Maintenance of the facilities is still occurring resulting in expenditures, though less than if the facilities were open. Casual and part time staff have been laid off resulting in some cost containment. The net impact estimated at \$384,020 will be a permanent decrease that will impact the 2020 fiscal position.

Staff is continuing to look at ways to provide programming to the community to continue access to social and health benefits, such as the Active 55+ programs being offered via telephone or video conferencing in the month of May

The Province had lifted some restrictions on May 4, 2020 for marinas allowing for the placing of boats in the water but were still closed to the public at the time this report was written.

Municipal Accommodation Revenue (MAT)

The accommodation industry has been impacted greatly. In order to assist the local industry, Council waived the interest on the remittances due from March 23 until June 30, 2020, in effect allowing for a deferral of payment. As the vast majority of accommodation partners remit on time there was no budget set for revenue on past due amounts and thus no revenue is foregone. Even though remittances will be delayed the City is still required to pay the non-profit tourism entity (EDC) their share each quarter of \$193,024 (\$760,095 annually).

The impact of the anticipated decline in accommodations cannot be quantified at this time as not all MAT returns have been filed. It is estimated that revenues will be such that the City may not receive its share of the 2020 MAT revenues estimated at \$357,430 as administration costs then the non-profit tourism entity are paid in priority over the City. This will not create a budget deficit but a decrease in the funds available in the MAT reserve for City tourism projects.

Accounts Receivable

Council waived the interest on accounts receivable invoices on March 23, 2020 until June 30, 2020. The foregone revenue is approximately \$2,000 per month.

Employee Benefits

The City's benefit plans to employees has experienced decreased usage due to providers not being considered essential and services cannot be accessed. It is currently estimated that approximately \$100,000 monthly will not being incurred for these services during the provincial restriction period.

Crossing Guards

With schools closed, there is no requirement for crossing guards. Estimated savings to date is \$83,355.

Waste Management

The curbside pickup service level has been maintained. Landfill usage has experienced an increase with residential drop-offs but revenue is still lower than the normal trend. Approximately \$25,000 decrease in tipping fees has been experienced which will impact the reserve transfer to the Waste Management Reserve.

POA Court

Legal indicates that fine revenue for March was not significantly impacted. Police are still issuing tickets. Some savings will be realized for the Justice of the Peace and fee to Crown with courts being closed are estimated to be \$40,180.

Casino Revenue

The Gateway Casino has been closed since mid-March. Current estimated of revenue loss to end of May is \$286,355. Correspondence from OLG has confirmed their anticipated contribution for quarters ended March 31 and June 30 will be impacted. The revenue for the quarter ended March 31, 2020 was provided April 21 in the amount of \$296,980. In comparison the same quarter for 2018 and 2019 was approximately \$350,000.

Summer Students

Summer student hiring will be impacted but at this time it is difficult to quantify due to the uncertainty of how long before partial and full opening of city services occurs. A conservative estimate has been included and will be updated as operations resume when emergency orders are lifted. There will be some summer student employment but it will be less positions and of shorter duration than normal. The 2020 operating budget for summer students is approximately \$1,350,000 with an estimated savings of \$213,870 to May 31, 2020.

Fuel

Fuel prices have dropped considerably in the last several weeks. Current rates for gasoline, clear and coloured diesel have decreased between 20-25% depending on fuel type, but have recently started to increase once again. The estimated savings to date is \$51,845.

Building Activity

Building construction was limited to what is considered essential and no new permits were being issued for non-essential work during the Provincial emergency measures period. Some of these emergency measures have now be loosened. The pause in construction could lead to lower net assessment growth. In turn a reduction in supplementary tax revenue could occur for 2020. Supplementary tax revenue is estimated to decrease by \$125,000.

Other Operational

Travel, office supplies, vehicle expense, electricity (closed buildings as well as off peak rates for day) will have some savings.

Capital Budget

At this time no approved capital projects have been deferred or cancelled. It is anticipated that stimulus funding may be provided by the other levels of government which will provide economic benefits to the community and assist with the City's strategic capital goals.

On April 27, 2020, Council approved a motion to waive the sanitary sewer fee for the months of April and May. Sanitary sewer fees are used for both operational

and capital requirements for wastewater management. The estimated revenue foregone is \$2.0 million and will impact the funding of capital projects. It was estimated that short term borrowing of \$10 million was going to be required in 2021 and 2022 for sanitary capital projects. The fees waived are a permanent revenue loss and will increase the borrowing requirements. Staff will review the sanitary sewer fee requirements going forward in conjunction with the tenders for the capital projects to determine what the future fee structure and borrowing requirements.

Levy and Local Boards:

- Sault Ste. Marie District Social Services Board had not indicated any impacts that cannot be managed to date
- The Library has indicated that the savings from the reduction in part-time staff will offset lost revenue and other costs and is not anticipating any budget impacts.
- Police Services will be reporting to their Board on May 28, 2020. Estimates will be included in the next update to Council.
- Conservation Authority and Algoma Public Health no budgetary indicated to date

From a cashflow perspective, several mitigation efforts have been provided to municipalities by other levels of government and their agencies to assist in cash preservation.

- Education tax remittances for June and September have been deferred for 90 days
- WSIB payments are deferred to August 31
- Employer Health Tax remittances have been deferred to August 31
- NOHFC has deferred interest on the West End Community Centre loan

FINANCIAL IMPLICATIONS

The estimated 2020 operating fiscal impact as of May 31, 2020 is approximately \$1 million. Details of the impacts are included in Appendix A. Staff will continue to monitor, analyze and quantify the many changing variables and provide with future updates. The Tax Stabilization Reserve has a balance of approximately \$2.8 million to assist with managing any deficit position without impacting the 2021 tax levy. A summary the uncommitted balances of all reserves and reserve funds is included in Appendix B.

From a cashflow perspective, the City has healthy cash and reserve balances which will help to weather the temporary financial impacts in the short term. Borrowing capacity for current expenditures are already in place through the Borrowing By-law passed in January, 2020 with up to a maximum of \$10 million available.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 05 25 concerning the financial impacts of the City's COVID-19 response be received as information.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Shelley Schell".

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

Assumptions and Changes in Revenue and Expenses resulting from COVID-19**APPENDIX A**

As At May 31, 2020

<i>Item</i>	<i>Change from Budget</i>
<u>Operating Budget</u>	
Property Tax interest and penalties	-\$247,225
Property Tax revenue	-\$74,000
Supplementary Tax revenue	-\$125,000
Accts Receivable interest and penalties	-\$5,645
Transit revenue	-\$586,925
Transit expenses	+\$43,100
Public Works fuel expense savings	+\$44,370
Fire fuel expense savings	+\$7,475
CD&ES Rec Facilities revenue	-\$737,395
CD&ES Rec Facilities expenses	+\$362,070
John Rhodes Centre rent revenue	-\$8,695
School Crossing Guard expenses	+\$83,355
POA Court expense savings	+\$40,180
Summer Student expenses	+\$218,370
Benefit expense savings	+\$200,000
Job vacancy expense savings	+\$108,205
Electricity expenses	+\$62,985
Fire overtime expenses	-\$27,630
Fire Permit revenue	-\$35,020
Casino revenue	-\$286,355
Interest revenue	-\$30,390
NOHFC Interest expense	+\$1,205
Miscellaneous expenses	-\$53,925
Miscellaneous expense savings	+\$50,150
Projected Change Operating Budget Surplus / (Deficit)	<u><u>-\$996,740</u></u>
<u>Reserves</u>	
M.A.T. revenue	-\$120,892
Public Works landfill revenue	-\$25,135
Projected change in reserve transfers increase/(decrease)	<u><u>-\$146,027</u></u>
<u>Capital Funding</u>	
Sewer Surcharge revenue	-\$2,000,000
Projected change in capital funding increase/(decrease)	<u><u>-\$2,000,000</u></u>

	Target Level	Revenues	Expenditures	Uncommitted Balance
RESERVES				
<i>Operating Reserves</i>				
Tax Stabilization	\$5,700,000 - 10% own source revenue	Allocation of surplus as set out in Surplus Allocation Policy.	To smooth property tax increases. Reserve can only be accessed if the tax increase would otherwise be in excess of core inflation. Use of fund must have an "exit strategy" to reduce future dependency of the operating budget on the fund.	2,881,348
Contingency	Not applicable. Based upon requirements.	Annual contributions as required or recommended.	Unforeseen expenditures or contingent liabilities that may occur within a year that were not included in operating budget.	0
Community Development Fund	One time allocation	One time funding carried forward.	Community project support at Council direction	134,353
Conferences & Special Events	Not to exceed annual budget allocation of \$20,000.	Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will become general corporate surplus	Grant funding as set out in the Conferences and Major Special Events Support/Assistance Policy	18,554
OMERS Premium Reduction	One time allocation from 1998 OMERS funding holiday. Level will depend on future recommendations	Allocation as required or recommended	Funds employee-based initiatives, such as staff development and employee wellness initiatives	46,323
Self Insurance- LT Disability		\$650,000 Funded from disability premium refunds. Once maximum is reached, the excess will become general corporate surplus	Funding for self-insured long-term disability premiums in excess of annual budget due to unexpected increases in claims.	650,000
Election	Based upon 4 year funding of estimated elections expenses.	Annual allocation from the operating budget based upon forecasted election expense.	Election related expenses.	145,874
Asbestos Abatement		\$250,000 Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will become general corporate surplus	Asbestos abatement required expenses.	242,443
Parks & Recreation	Not applicable. Based upon requirements.	a) Resol. 5(i) Feb 23/09 transferred all profits for future capital development of Strathclair Park b) Municipal Heritage Committee Book sales transferred for us by Historic Sites Board c) Resol. 5(j) Feb 23/09 allocates 10% of athletic field fees for future capital requirements d) Other Parks & Rec general	a) Strathclair future development b) Historic Site Board recommended expenses c) athletic field capital requirements	176,399
Designated Heritage Property Grant	Not to exceed annual budget allocation of \$12,000.	Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will become general corporate surplus	Designated property grants as set out in the policy	6,000
Winter Control	40% of 5 year average winter maintenance costs. Minimum of \$500,000 (2018 5 yr avg - \$2,870,000)	Funded from surplus from the annual operating budget for winter control, if any	Provides additional funding for winter maintenance in the event that annual operating budget is insufficient due to adverse winter conditions.	900,000
Fire Special Training	Not applicable. Based upon requirements.	Funded from annual revenue from fire extinguisher training	Provides for fire training in excess of annual budget.	12,773
Barrier Removal	Not to exceed annual budget allocation of \$85,000	Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will become general corporate surplus	Funds barrier removal projects as set out in the accessibility plan	85,000

Target Level		Revenues	Expenditures	Uncommitted Balance
Economic Development Funds		\$1,000,000	Funded from annual budget allocation. Provides funding for economic development projects as set out Once maximum is reached, the excess by the Economic Development Fund criteria July 10, 2007 will become general corporate surplus	807,778
Hub Trail	One time allocation. Level will depend on future recommendations	Allocation as required or recommended	Provides funding for capital and maintenance of the John Rowswetll Hub Trail	20,961
Green Committee		\$150,000	Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will become general corporate surplus	23,521
Best for Kids Committee-Social Services	Not applicable. Based upon requirements.	Semi-annual conference surplus/deficit transferred to fund program expenses (Best for Kids Committee resoltuion 2013 11 26)	Best for Kids program expenses	10,984
Best For Kids Program-CSD	Not applicable. Based upon requirements.	Funded from donations received in excess of costs in fiscal year	Best for Kids -Community Services Department program expenses	526
Police Contingency		\$300,000	Funded from operating budget capital allocation once Police Capital Reserve reaches target level. (Resolution 2017 05 29)	53,924
Event Development Fund		\$50,000	\$1 of Facility Fee per ticket sold for events at GFL Memorial Gardens (Resolution 2017 09 11)	21,331
Future SSM	Not applicable. Based upon requirements.	Funded from annual operating allocation not utilized in current budget year.	Funding of City share of FutureSSM project	488,286
Municipal Accommodation Tax (MAT)	Not applicable. Based upon requirements.	By-law 2018-218 provides for mandatory collection and remittance of the MAT.	As set out in by-law 2018-218	555,618
Capital Reserves				
Computer Software		\$100,000	Funded from annual operating allocation not utilized in current budget year. Once maximum is reached, the excess will be allocated to the Asset Management Reserve	36,000
Asset Management	Based upon 10 year asset replacement cycle funding requirements.	Funded from annual operating allocation	Funding for asset management plan for City Owned buildings and other assets	1,196,225
GFL Memorial Gardens Capital	Not applicable. Based upon requirements.	Funded from annual capital surcharge on ticket sales at GFL Memorial Gardens	Provides funding for capital requirements of GFL Memorial Gardens not identified in the Asset Management Plan for buildings.	18,805
Facilities Maintenance		\$750,000	Funded from rent received from Ontario Works Building on Albert Street in excess of annual operating expenses. Once maximum is reached, the excess will be allocated to the Asset Management Reserve.	607,286
Bondar Park Equipment	Not applicable. Based upon requirements.	Funded from annual net profits of the Bondar Park concession	Provides funding for equipment for Bondar Park concession	56,072
Skateboard Park	One time allocation. Level will depend on future recommendations	Donations received for skateboard park	Future capital improvements or maintenance of skateboard park	12,828
Engineering Equipment	Based upon 10 year asset replacement cycle funding requirements.	Funded from annual budget allocation.	Funding for Engineering Department fleet and equipment. Excludes Building Division requirments which are funded from permit fees.	482,132
PWT Equipment	Based upon 10 year asset replacement cycle funding requirements.	Funded from annual budget allocation.	Funding for Public Work fleet and equipment requirements, excluding transit.	260,732

	Target Level	Revenues	Expenditures	Uncommitted Balance
Waste Disposal Site	Not applicable. Based upon requirements.	Funded from tipping fee revenue in excess of landfill operational costs	Provides funding for capital improvements, expansion and/or post-closure costs of landfill site.	7,308,774
Transit Equipment	Based upon 10 year asset replacement cycle funding requirements.	Funded from annual budget allocation.	Provides for the replacement of transit fleet and equipment	58,738
Fire Capital Equipment	Based upon 10 year asset replacement cycle funding requirements.	Funded from annual budget allocation.	Funding for Fire Services fleet and equipment requirements.	197,476
Police Capital		\$750,000	Funded from annual budget allocation. Funding for Police Services fleet and equipment requirements. Once maximum is reached, the excess will be allocated to the Police Contingency Reserve	462,520
Library Expansion		\$500,000	Funded from annual budget allocation. Provides for capital requirements of City-owned library facilities. Once maximum is reached, the excess will be allocated to Asset Management Reserve	500,000
Leighs Bay Rail		\$65,000	Allocation as required or recommended	64,900
Railway	Not applicable. Based upon requirements.	Funded from annual budget allocation.	Provides for the future maintenance of the city owned Leigh's Bay rail line.	100,000

RESERVE FUNDS

Reserve fund assets are segregated and restricted to meet the purpose of the reserve fund. Normally established with by-law
Obligatory reserve fund created whenever a statute requires revenue received for a special purpose be segregated from original revenues.
Discretionary Reserve Funds are created under section 417(1) of the Municipal Act. Established whenever a municipal council, local board or other entity wishes to earmark revenues to finance a future expenditures for which it has authority to spend money, and physically set aside as portion of any year's revenues so that funds are available as required.

* denotes obligatory fund

5% SUBDIVIDERS *	Not applicable. Based upon legislated requirements		Pursuant to The Planning Act 1990 section 42(1) and 51.1(1) payment in lieu of conveyance as a condition of development or agreement of subdivision and must be used for park or other public recreational purposes, including the erection, improvement or repair of buildings and the acquisition of machinery for park or other public recreational purposes. Sections 42(15) and 51.1(5) states funds to be paid into a special account and the money may be invested as permitted under the Municipal Act and the earnings paid into the special account.	391,141
CEMETERY	Not applicable. Based upon requirements		Provides for capital requirements including major maintenance and equipment of municipal cemeteries. Annual net revenue from cemetery operations transferred to fund.	-
INDUSTRIAL PARK	Not applicable. Based upon requirements		Provides for purchase of lands and property for industrial park development.	310,921
HOSPITAL	Not applicable. Will be closed with project completion	As recommended or required.	Remaining balance to provide for City share of Physician Recruitment Program.	127,022
PROPERTY PURCHASE	Not applicable. Based upon requirements		Proceeds from the sale of property to be used for property acquisitions of lands as authorized by Council.	150,549
PROVINCIAL GAS TAX *	Not applicable. Based upon requirements		Unspent provincial gas tax grants to be used in future years for municipal public transportation services.	7,504
FEDERAL GAS TAX *	Not applicable. Based upon requirements		Unspent federal gas tax grants to be used in future years for municipal roads, bridges, storm water systems and other capital as specified in agreement	-
BLDG PERMIT *	Not applicable. Based upon requirements		Provides for sufficient funds to continue operational and capital needs of the building permits process that are affected by fluctuation development.	256,625
OMC CYCLING *	Not applicable. Based upon requirements		Unspent OMC Cycling grant funds to be used in future years for new cycling lanes and infrastructure	-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-39

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board for the use and responsibilities of the Supra Box key system assigned to Fire Services and Emergency Medical Services (EMS).

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 May 25, 2020 between the City and the District of Sault Ste. Marie Social Services Administration Board, a copy of which is attached as Schedule "A" hereto. This Agreement is for the use and responsibilities of the Supra Box key system assigned to Fire Services and Emergency Medical Services (EMS).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 25th day of May, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SUPRA BOX AGREEMENT

THIS AGREEMENT made in triplicate this 25TH day of May, 2020.

B E T W E E N:

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD
(hereinafter referred to as the "Paramedic Service")

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as "Fire Services")

WHEREAS the Paramedic Service has effective January 1, 2020 provided land ambulance paramedic services throughout its jurisdiction and Fire Services ceased providing such services;

AND WHEREAS the Paramedic Service has and will continue to be the registered owner of any and all land ambulance vehicles utilized within the City of Sault Ste. Marie, Province of Ontario;

AND WHEREAS Fire Services is in possession of a number of keys to Supra Boxes installed by property owners at various locations and residences within the City of Sault Ste. Marie, which facilitates prompt access to such buildings in the event of an emergency;

AND WHEREAS Fire Services had equipped particular fire vehicles and land ambulance vehicles with a Supra Box key to utilize, if necessary, in its response to an emergency;

AND WHEREAS Paramedic Service has requested permission to retain those keys assigned to land ambulance vehicles since its provision of land ambulance paramedic services;

AND WHEREAS the parties consider it desirable to maintain the current assignment of Supra Box keys and set out a process for future assignment and/or return of Supra Box keys as between fire vehicles and land ambulance vehicles to ensure efficient and expedient access to locations and residences equipped with Supra Boxes, if same is necessary, in order to respond to an emergency, and that same shall be in accordance with the terms and conditions set out in this Agreement;

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. TERM

This Agreement shall be in effect commencing January 1, 2020, for a period of two (2) years ending December 31, 2021 ("Term"). The Term shall automatically renew on a year

to year basis thereafter unless either party provides notice of termination as required pursuant to Section 5 of this Agreement.

2. ASSIGNMENT OF KEYS

- (a) The parties acknowledge that Fire Services equipped various fire vehicles and land ambulance vehicles with a key to Supra Boxes located in the City of Sault Ste. Marie. Specifically, as of January 1, 2020, a total of thirteen (13) Supra Box keys were assigned to land ambulance vehicles and eight (8) Supra Box keys were assigned to fire vehicles.
- (b) Effective January 1, 2020 and ongoing thereafter:
 - (i) Fire Services shall continue to possess and maintain responsibility, care and control of the eight (8) Supra Box keys assigned to fire vehicles and reassign same as it deems necessary; and
 - (ii) Paramedic Service shall continue to possess and maintain responsibility, care and control of the thirteen (13) Supra Box keys assigned to land ambulance vehicles and reassign same as it deems necessary.
- (c) The parties acknowledge and agree that the intent of this Agreement is that the emergency vehicles of each party shall be equipped with a Supra Box key. To that end:
 - (i) in the event that the number of land ambulance vehicles increase during the Term, Paramedic Service shall advise Fire Services and request the necessary number of Supra Box keys to equip such new land ambulance vehicles and the City shall in turn provide Paramedic Service with same if available. Paramedic Service shall also possess and maintain responsibility, care and control for all new such Supra Box keys assigned to land ambulance vehicles; and
 - (ii) in the event that the number of land ambulance vehicles decrease during the Term, Paramedic Service shall advise Fire Services and return to Fire Services any unused Supra Box keys.

3. COSTS

The parties acknowledge that there are no costs associated with the administration of this Agreement and that each party shall be responsible for their respective ongoing operational matters and any costs associated with same.

4. INSURANCE AND MUTUAL INDEMNITY

- (a) The Paramedic Service and Fire Services acknowledge and agree each has and shall maintain necessary comprehensive General Liability and Automobile Insurance, and any other coverage necessary to protect their respective entity as the case may be from all claims for damage or loss, personal and bodily injury including death, and from all claims of property damage on an occurrence basis which may arise from their respective use and possession of the Supra Box keys in their care and control as assigned pursuant to this Agreement. Each party shall provide the other party with a Certificate of Insurance and proof of insurance upon request. It is further understood and agreed that the coverage provided by these policies will not be changed, amended or cancelled by a party to this Agreement until thirty (30) days after written notice has been delivered to and acknowledged by the other party.

- (b) The Paramedic Service shall indemnify and hold harmless, and defend Fire Services, and their respective officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Fire Services and against all losses, liability, judgments, claims, suits, demands or expenses which Fire Services may sustain, suffer or be put to resulting from or arising out of the Paramedic Service's negligence and/or Paramedic Service's failure to exercise reasonable care, skill or diligence or omissions in its care, control, possession and/or use of the Supra Box keys as assigned pursuant to this Agreement. This indemnification shall include any legal costs incurred by Fire Services on a substantial indemnity basis. Further, any operational costs associated with the Paramedic Service's negligence and/or Paramedic Service's failure to exercise reasonable care, skill or diligence or omissions in its care, control, possession and/or use of the Supra Box keys assigned pursuant to this Agreement, including but not limited to the required replacement/re-keying of any or all Supra Boxes if same is necessary, shall be the sole responsibility, cost and expense of Paramedic Service.

- (c) Fire Services shall indemnify and hold harmless, and defend the Paramedic Service, and their respective officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Paramedic Service and against all losses, liability, judgments, claims, suits, demands or expenses which the Paramedic Service may sustain, suffer or be put to resulting from or arising out of Fire Services' negligence and/or Fire Services' failure to exercise reasonable care, skill or diligence or omissions in its care, control, possession and/or use of the Supra Box keys as assigned pursuant to this Agreement. This indemnification shall include any legal costs incurred by Paramedic Service on a substantial indemnity basis. Further, any operational costs associated with Fire Services' negligence and/or Fire Services' failure to exercise reasonable care, skill or diligence or omissions in its care, control, possession and/or use of the Supra Box keys assigned pursuant to this

Agreement, including but not limited to the required replacement/re-keying of any or all Supra Boxes if same is necessary, shall be the sole responsibility, cost and expense of Fire Services.

- (d) Both parties undertake to forthwith disclose and give notice to the other party of any events that may trigger the provisions set out in Section 4 of this Agreement.

5. TERMINATION

- (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least three (3) months' prior written notice of its intention to terminate.
- (b) In the event that this Agreement is terminated, Paramedic Service shall promptly return to Fire Services all Supra Box keys assigned to Paramedic Service pursuant to this Agreement.
- (c) Paragraphs 1, 2 and 4-7 inclusive shall survive the termination or completion of this Agreement.

6. NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:

- (a) delivering the notice personally;
- (b) forwarding by registered or certified mail to the postal address indicated below or such other address as may hereinafter be designated in writing in accordance herewith; or
- (c) transmitted by facsimile or email to the facsimile number or email address indicated below:

in the case of Fire Services:

Peter Johnson, Fire Chief
The Corporation of the City of Sault Ste. Marie
Sault Ste. Marie Fire Services
72 Tancred Street
Sault Ste. Marie, ON P6A 2W1
p.johnson@cityssm.on.ca

in the case of the Paramedic Service:

Robert Rushworth, Chief Paramedic Services
District of Sault Ste. Marie Social Services Administration Board
EMS – Social Services
540 Albert Street East
Sault Ste. Marie, ON P6A 5L8
R.Rushworth@socialservices-ssmd.ca

7. GENERAL

- (a) Any provision of this Agreement prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.
- (b) Neither this Agreement, the conduct of the Fire Services or the Paramedic Service nor anything done by either party pursuant to this Agreement shall make the parties partners or constitute them agents or employees of one another or impose any fiduciary duty, liability or obligation upon them except as herein expressly set forth.
- (c) This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the written consent of both parties.
- (d) This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.
- (e) This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, executors, administrators and permitted assigns and any reference to a right or an obligation of a party hereto shall be deemed to

REST OF PAGE INTENTIONALLY LEFT BLANK

include a reference to such heirs, successors, executors, administrators and permitted assigns to the extent that the context requires.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

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

M. NADEAU, CAO
I have authority to bind the Corporation

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI
*We have authority to bind the
Corporation*

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-110

AGREEMENT: A by-law to authorize the execution of the Management Agreement between the City and the Sault Ste. Marie Economic Development Corporation for administration and services.

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 Management Agreement dated January 1, 2020 between the City and the Sault Ste. Marie Economic Development Corporation, a copy of which is attached as Schedule "A" hereto. This Management Agreement is for administration and services.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 25th day of May, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Management Agreement") made effective as of January 1, 2020 (the "**Effective Date**")

BETWEEN:

SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION

"EDC"

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

"THE CITY"

RECITALS:

- A. EDC as Represented by its Board of Directors entered into a number of contracts and agreements ("the Agreements") prior to January 1, 2020. These Agreements are described in Schedule "A" attached hereto;
- B. Agreements entered into by the EDC prior to January 1, 2020 will remain the obligation of the EDC, however EDC desires to engage the City to manage its business and the City desires to honour, operate, manage and administer those Agreements subject to the approval of the Board of the EDC;
- C. Except for a small number of contracted positions, the staff of the EDC have been transitioned to the City, effective December 31, 2019;
- D. This Management Agreement will acknowledge that transition and transfer of the obligation to administer the Agreements on behalf of the EDC. The City will perform and discharge the obligations of the EDC as set out in the Agreements arising in respect of the period commencing January 1, 2020;
- E. Both the City and the EDC shall each remain their own corporation entities. This Management Agreement sets out assets that have been purchased by the City and transferred by the EDC to the City;
- F. The EDC states that there are no outstanding obligations on any of the Agreements being administered by the City prior to January 1, 2020; and

- G. The EDC acknowledges that the staff of the City will perform a number of administrative, management and operational duties on behalf of the EDC as further described in this Management Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

ARTICLE 1 ADMINISTRATION

1.0 The EDC, to the extent permitted by the Agreements, hereby transfers, conveys and provides the City with the right to administer the agreements on behalf of the EDC.

1.1 The EDC acknowledges City staff will perform a number of functions and administrative support services on its behalf. Apart from the transfers set out in Article 3 in this Management Agreement, the City shall not receive any other funds from the EDC for City Staff providing these services. More specifically, the City shall:

- (i) Select and supervise contract staff;
- (ii) Manage the Agreements for projects of the EDC, specifically those Agreements set out in Schedule "A" to this Management Agreement;
- (iii) General administration, specifically assist in the administration of EDC board meetings, including:
 - (A) Prepare and post meeting agendas;
 - (B) Convene and attend meetings, if necessary;
 - (C) Prepare and distribute minutes of EDC board meetings;
 - (D) The City shall provide a room for the EDC board meeting at no charge and City Staff will organize the hospitality for the meetings at the EDC's expense; and
 - (E) Assist in coordinating any City or EDC staff and third party reports.
- (iv) The EDC shall maintain its financial assets, bank accounts, independent external auditor, corporate minute book and accounting records separately from the City for the period of time pre and post January 1, 2020. The financial information for the grant programs set out in Schedule "A" is and shall remain in the EDC corporate books and not within the records of the City. The EDC shall manage the financial activities of the programs set out in Schedule "A", including the payment of expenses, submission of claims, payroll payments to contracted employees and receipt of government grant revenues. The EDC shall maintain the financial

records of programs set out in Schedule “A” and archive such records with the City after the year-end audit.

- (v) The City shall keep and maintain records (paper and electronic) commencing January 1, 2020 for:
 - (a) the City’s services and activities in the managing of the Agreements set out in Schedule “A” to this Agreement; and
 - (b) the financial records and supporting documentation to account for the funds provided to the City from the EDC as provided for in Article 3 of this Agreement.

In the event that the directors of the EDC desire to inspect any of the records required to be maintained by the City, specifically as set out in Section 1.1(iv)(a) and (b) herein, the EDC shall provide the City with notice and the parties agree to coordinate resources to facilitate the review;

- (vi) Assist the EDC in developing a long-term strategic plan, if requested;
- (vii) Prepare and distribute information to the public and development partners as necessary;
- (viii) Provide information to the private sector as needed to market EDC services;
- (ix) Prepare and distribute annual status reports to the EDC with respect to the Agreements set out in Schedule “A” hereto and for projects and any funds provided to the City from the EDC; including operations activity and financial or accounting activity; and
- (x) Plan, strategize, apply for grants and negotiate for new agreements and provide appropriate updates and reporting on the performance and outcomes of these agreements.

1.2 Notwithstanding Section 1.1, the parties acknowledge and agree that while City staff are assisting in the administrative functions of the EDC as set out herein:

- (a) City staff shall prepare the EDC board meeting minutes and agendas for submission to the EDC board for formal and final approval; and
- (b) the EDC board is the entity formally responsible for formal and final approval of any matters and requirements as set out in the Ontario *Business Corporations Act*, R.S.O. 1990, c.B.16 and any other applicable legislation.

ARTICLE 2 ASSUMPTION OF OBLIGATIONS

- 2.0 The City hereby accepts the obligation to administer the Agreements listed in Schedule “A” on behalf of the EDC, and agrees to observe, carry out, discharge, perform and fulfill all the obligations on the part of the EDC to the same extent and with the same force and effect as though the City had been named a party to the Agreements as of the January 1, 2020, in the place and stead of the EDC. The City shall not be responsible for any matters arising prior to January 1, 2020 and those responsibilities, rights interest and obligations shall remain the responsibility of the EDC.
- 2.1 The City shall have the delegated authority to sign such documents, reports, and grants as required for the management of the Agreements.
- 2.2 The City shall indemnify and hold harmless the EDC, its officers, directors, managers, employees, agents, successors and assigns from all liability, costs, claims, demands, actions, causes of action, performance obligations and damages of every nature or kind with respect to:
- 2.2.1 All matters pertaining in any way to the Agreements which may arise after January 1, 2020 only if the issues and facts that give rise to the matters and/or cause of action occurred after January 1, 2020; and
 - 2.2.2 All employee claims, actions, causes of action, complainants, arrears, requests, contracts, and demands whatsoever, whether arising at common law, by contract or statute, including but not limited to the *Human Rights Code*, R.S.O. 1990, c. H.19 and the *Employment Standards Act*, 2000, S.O. 200, c. 41, only if such claims arise after January 1, 2020 and the issues and facts that give rise to the matters and/or cause of action occurred after January 1, 2020.
- 2.3 The EDC shall remain responsible for and shall indemnify and hold harmless the City, its officers, directors, managers, employees, agents, successors and assigns from all liability, costs, claims, demands, actions, causes of action, performance obligations and damages of every nature or kind with respect to:
- 2.3.1 any matters, facts or issues that give rise to any cause of action that occurred before January 1, 2020; and
 - 2.3.2 any claims that are caused or contributed to by a member of the EDC Board of Directors.

ARTICLE 3 OPERATIONAL COSTS

- 3.0 The EDC will transfer the assets of the EDC to the City as listed in Schedule "C", for the sum of \$1.00. These assets will not include any cash reserves or restricted funds.
- 3.1 The EDC acknowledges there will be costs to the City for the administration and management of the Agreements and costs related to undertaking economic development operations. For a three year period, commencing January 1, 2020 and ending December 31, 2022, the EDC agrees to transfer to the City an amount annually which will serve to support economic development expenses during the term of the contract and will be utilized to support the budget submitted by the City approved by the EDC board. Specifically:
- (a) for fiscal year January 1, 2020 to December 31, 2020, the EDB board has approved the annual plan and budget submitted by the City to the EDC as set out in Schedule "B" to this Agreement. The EDC shall forthwith transfer to the City the sum of One Hundred Thirty Eight Thousand, Eight Hundred Fifty (\$138,850.00) Dollars which monies shall be utilized by the City to support the economic development expenses set out in Schedule "B";
 - (b) for fiscal year 2021, the City shall submit an annual plan and budget in the form of Schedule "B" to the EDC board on or before December 1, 2020 for review and approval. If approved by the EDC board, the EDC shall forthwith transfer to the City any sum approved and shall do so no later January 29, 2021; and
 - (c) for fiscal year 2022, the City shall submit an annual plan and budget in the form of Schedule "B" to the EDC board on or before December 1, 2021 for review and approval. If approved by the EDC board, the EDC shall forthwith transfer to the City any sum approved and shall do so no later January 31, 2022.

ARTICLE 4 ADDRESS FOR NOTICES AND FURTHER ASSURANCES

- 4.0 The address and contact information for notices for EDC and the City under this Management Agreement shall be:

The Corporation of the City of Sault Ste. Marie
 Attention: Deputy CAO, Community Development and Enterprise Services
 99 Foster Drive,
 Sault Ste. Marie, ON P6A 5X6
 (705)759-5264
 t.vair@cityssm.on.ca

Sault Ste. Marie Economic Development Corporation
 Attention: Chair of the Board of Directors
 99 Foster Drive
 Sault Ste. Marie, ON P6A 5X6

- 4.1 The parties agree either party can terminate this Management Agreement upon 90 days written notice to the other party.
- 4.2 The parties shall, from time to time, do all such acts and things and execute and deliver all such transfers, assignments and instruments as may be reasonably required for more effectively and completely carrying out the obligations arising out of the Agreements listed in Schedule "A" and such administrative contracts and otherwise carrying out the intent of this Management Agreement.

ARTICLE 5 BINDING NATURE

- 5.0 This Management Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns and shall not be assignable by any party without the prior written consent of the other party.

ARTICLE 6 GOVERNING LAW

- 6.0 This Management Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and federal laws of Canada as may be applicable therein.

ARTICLE 7 COUNTERPARTS

- 7.0 This Management Agreement may be executed by facsimile, or electronically by portable document format, and in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

ARTICLE 8**TERM**

8.0 This Management Agreement will be in effect for a term of three years and can be renewed for subsequent terms with the EDC and the City.

IN WITNESS WHEREOF the parties have executed this Management Agreement effective as of January 1, 2020.

**SAULT STE. MARIE ECONOMIC
DEVELOPMENT CORPORATION**

Per: _____

Name: Terry Rainone

Title: Chair of the Board of Directors

Per: _____

Name: Paul Skeggs

Title:

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

Per: _____

Name: Christian Provenzano

Title: Mayor

Per: _____

Name: Rachel Tyczinski

Title: City Clerk

SCHEDULE "A"
Agreements

- 1) FedNor ITB Project # 851511662 – amount approved is \$785,740
- 2) Northern Ontario Heritage Fund Corporation (NOHFC) ITB Project # 8210269 – amount approved is \$807,100
- 3) NOHFC Tour Train Station Project #8100237 – amount approved is \$5,000,000
- 4) Immigration Refugee and Citizenship Canada – Rural and Northern Immigration Pilot Program Memorandum of Understanding dated December 5, 2019
- 5) FedNor Trail Project # 851-512469 – amount approved is \$500,000
- 6) Meridian Travel Booking System
- 7) Lease agreement with 1188004 Ontario Inc. for Millworks Centre for Entrepreneurship located at 83 Huron Street, Unit # 2, terminating March 31, 2021.

SCHEDULE "B"**Annual Funding Transfer****Economic Development
2020 Budget - Expenses****Marketing**

Website Updates	15000
Business Cards	850
Banner Ups	1,200
Digital	8,500
Print	5,000
General Marketing	<u>5,000</u>
Total Marketing	<u>35,550</u>

Travel

Trade Shows	10,000
Conferences	20,000
Trade Mission	TBD
Meetings (outside city limits)	<u>12,000</u>
Total Travel	<u>42,000</u>

Development

Development Prospects/Hospitality	10,000
Consulting Fees	15,000
Event Sponsorships	7,500
General Development/Databases	<u>18,500</u>
Total Development	<u>51,000</u>

Memberships

EDAC	850
EDCO	950
IEDC	2,000

General Memberships	<u>6,500</u>
Total Memberships	<u>10,300</u>

Total Expenses \$138,850

Schedule "C"

Assets

- All desks, furniture, office and computer equipment excluding those at Millworks Centre for Entrepreneurship.
- 2019 Chevrolet Traverse LT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-111

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Stem Engineering Group Incorporated for the provision of engineering services associated with the design, tendering and contract administration of the Multi-Use Path and Bridge to be located at the Northern Community 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 May 11, 2020, between the City and Stem Engineering Group Incorporated, a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of engineering services associated with the design, tendering and contract administration of the Multi-Use Path and Bridge to be located at the Northern Community 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 25th day of May, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 11th day of May 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 construct an asphalt multi-use path along the Northern Community Centre and Korah Collegiate properties, and a footbridge across Central Creek to Cooper Avenue;

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 – Engineering Services - Multi-Use Path and Bridge - Phase One Northern Community Centre (File # 2020CDE-PE-02-P) as issued March 5, 2020
- d) Addenda – an item of additional material, typically omissions, added
- e) Order of Precedence: - documents are all included in Article 5, Attachments of this Agreement and form part of the agreement. They can be found in the Appendix of this agreement.
 - i. Addendum 1 - Engineering Services – Multi-Use Path and Bridge – Phase One (File # 2020CDE-PE-02-P) – March 10, 2020
 - ii. Addendum 2 - Engineering Services – Multi-Use Path and Bridge – Phase One (File # 2020CDE-PE-02-P) – March 20, 2020
 - iii. Addendum 3 - Engineering Services – Multi-Use Path and Bridge – Phase One (File # 2020CDE-PE-02-P) – April 1, 2020
 - iv. Request for Proposal - Engineering Services - Multi-Use Path and Bridge - Phase One Northern Community Centre (File # 2020CDE-PE-02-P) – March 5, 2020
 - v. Proposal - Proposal for Multi-Use Path and Bridge – Phase 1 Consulting Engineering Services – April 9, 2020

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 successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which

the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, loss, cost and damages by reason of or arising out of improper field inspection practices in connection with this Agreement by the Proponent, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

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.

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 grievated 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.

- i) Compliance with the requirements of the City's Contractor Pre-Qualification Program will be maintained for the duration of onsite work on this Contract. Failure to do so will result in cancellation of the Contract.

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 The Engineer shall provide all services as outlined in the City's RFP (File # 2020CDE-PE-02-P) and the Engineer's Proposal as submitted (both attached in the appendix to this agreement) including but not limited to topographical surveys, support in stakeholder negotiations, preparation of Engineering Drawings (complete with construction details), specifications, tendering, and contract administration. 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 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 \$30,445.00 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 #20042, is an upset limit of \$ 30,445.00 (+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 _____, 20___

Signature	
Name	RANDY BELTRAMIN, 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.

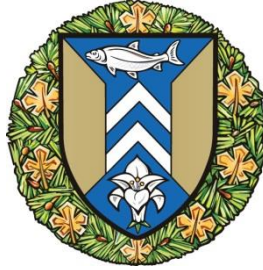
This ___ Day of _____, 20___

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

ARTICLE 5 – ATTACHMENTS

1. Addendum #1
2. Addendum #2
3. Addendum #3
4. RFQ
5. Proposal

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



*Corporate Services
Finance Department
Purchasing Division*

*Tim Gowans
Manager of Purchasing*

Request for Proposal

Engineering Services – Multi-Use Path and Bridge – Phase One (File # 2020CDE-PE-02-P) Addendum 1

March 10, 2020

Please substitute the attached page 10 in place of the one provided in the document as issued. The provisions of the attached page shall prevail.

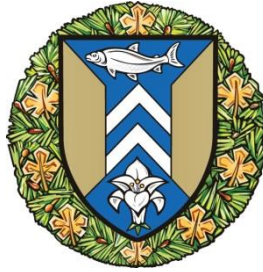
Proponents are requested to govern themselves accordingly.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Tim Gowans", is written over a horizontal line.

Tim Gowans
Manager of Purchasing

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



*Corporate Services
Finance Department
Purchasing Division*

*Tim Gowans
Manager of Purchasing*

Request for Proposal

Engineering Services – Multi-Use Path and Bridge – Phase One (File # 2020CDE-PE-02-P)

Addendum 2

March 20, 2020

The Closing Date and Time for this RFP has been extended to Thursday April 9, 2020 at 4:00 p.m. local time (Eastern).

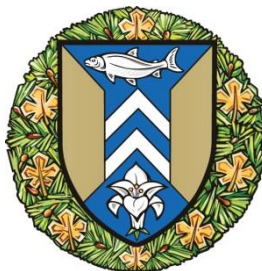
Proponents are requested to govern themselves accordingly.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Tim Gowans', is written over a horizontal line.

Tim Gowans
Manager of Purchasing

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



*Corporate Services
Finance Department
Purchasing Division*

*Tim Gowans
Manager of Purchasing*

Request for Proposal

Engineering Services – Multi-Use Path and Bridge – Phase One (File # 2020CDE-PE-02-P)

Addendum 3

April 1, 2020

Proposals for this RFP will be accepted in electronic format (preferred) or printed format (addressed as outlined in the RFP) until Thursday April 9, 2020 at 4:00 p.m. local time (Eastern).

Electronic submissions must be sent to the following email address:

Proposals.Purchasing@cityssm.on.ca

with this subject line:

[Proposal - Engineering Services – Multi-Use Path and Bridge – Phase One
\(File # 2020CDE-PE-02-P\)](#)

Electronic submissions **must** be in pdf format (either native or compressed (zipped)) only. Links to drop boxes or other forms of cloud storage **are not** acceptable. Emails including the Proposal are limited to 10 MB or less. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. **The date stamp provided by the City's email server will be the official time of receipt.** Bidders should recognize that delays may develop during delivery of electronic submissions of a proposal, and submit their proposal well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

You may contact Purchasing at the following email address for further information as required.

Purchasing@cityssm.on.ca

Printed submissions for the RFP, including those sent prior to issue of this addendum, will continue to be considered although it is preferred that an electronic version be submitted. Proponents should provide instruction within the email to consider the electronic version as opposed to a printed version previously sent.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **upon request only** by email, courier or hand delivery.

Proponents are requested to govern themselves accordingly.

Yours sincerely,

Tim Gowans
Manager of Purchasing



The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

Request for Proposal

City of Sault Ste. Marie

Engineering Services - Multi-Use Path and Bridge - Phase One
Northern Community Centre (File # 2020CDE-PE-02-P)

March 5, 2020

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1.0 INFORMATION TO PROPONENTS

1.1 Introduction

The City of Sault Ste. Marie is requesting proposals from Vendors of Record to select a Professional Engineering Consultant to provide engineering services associated with the construction of the first phase of a multi-use path (MUP) and bridge.

Engineering services required for this project include collecting and analyzing data, providing recommendations, design, preparation of tender documents, obtaining permits and administration of construction contracts for the proposed works.

1.2 Date and Place for Receiving Proposals

All proposals must be sealed and delivered to:

**The City of Sault Ste. Marie
Manager of Purchasing – Purchasing Division
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6**

By the following date and time:

Date: Tuesday, March 24, 2020, at 4:00 p.m local time (Eastern).

Proposals received later than the date and time specified will not be accepted.

The contact person for this RFP will be:

Stephen Turco, RPP
Senior Planner
s.turco@cityssm.on.ca or (705) 759-5279

It will be the proponent's responsibility to clarify any questions before submitting a proposal. A written addendum issued by the City of Sault Ste. Marie is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the proponent should not utilize any information obtained outside this protocol.

1.3 Errors, Omissions, Clarifications

Any questions concerning the requirements or intent of this Request for Proposal, or identification of any errors or omissions should be addressed to Mr. Stephen Turco, Senior Planner, telephone 705-759-5279, e-mail s.turco@cityssm.on.ca

Alternatively, Proponents may contact the Planning Office at 705-541-5368.

Proposals should be limited to ten (10) pages, single sided including appendices.

1.4 Withdrawal/Decline of Proposal

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

Proponents on the City's VOR list for this infrastructure category need not submit a proposal if the proponent so chooses. Failure to submit a proposal will not result in removal of the proponent from the VOR list. A letter to the City declining this RFP would be appreciated.

1.5 Informal Proposals

Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

1.6 Proposal Evaluation

All proponents have been prequalified on the City's VOR list. Therefore, the successful proponents will be selected based on evaluation of the proposal utilizing a rating system, which considers the requirements mentioned below.

A committee composed of City staff will be used in the selection process and the following points will be scored:

- 1) Consulting team's expertise in the design and implementation of Active Transportation Infrastructure. Include relevant past experience on similar projects; **(35 points)**
- 2) Detailed proposed work program methodology; **(30 points)**
- 3) A detailed schedule recognizing critical deliverables, progress meetings and timelines; **(10 points)** and
- 4) A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall include work up to and including the final construction. No further payment will be made above this figure unless authorized in advance by the City. The successful Consultant will be required to enter into a standard MEA/CEO agreement for engineering services. These terms of reference will form part of that agreement. **(25 points)**

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the proposal with the lowest price or any other proposal.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required.

Four (4) copies of the complete proposal submission must be received.

Proponents are also required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing. The letter shall also include the following statement:

I/We confirm that the Corporation, its Officers and Directors; and Supervisory Staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: Yes ___ No ___

1.7 Conditions and Requirements of Work

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, or by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent and any Subcontractor (if applicable) is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca. Responsibility for compliance with this requirement by any Subcontractor is the responsibility of the successful Proponent.

1.8 Proposal Left Open

The Proponent shall keep their proposal open for acceptance for sixty (60) days after the closing date.

1.9 Schedule

- (A) Release of RFP: March 5, 2020
- (B) Submission of Proposal: March 24, 2020

- (C) Recommendation of Award: April 6, 2020
- (D) Signing of Agreement: April 7, 2020 (pending Council approval)
- (E) Commencement of Services: April 7, 2020
- (F) Construction Commencement: June 2020

The City reserves the right to alter the scheduling of items “C” to “F”. Proponents are asked to designate one contact person to whom any additional information deemed relevant to the proposal may be communicated.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

1.14 Indemnification

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any

provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, loss, cost and damages by reason of or arising out of improper field inspection practices in connection with this Agreement by the Proponent, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

SECTION 2

TERMS OF REFERENCE

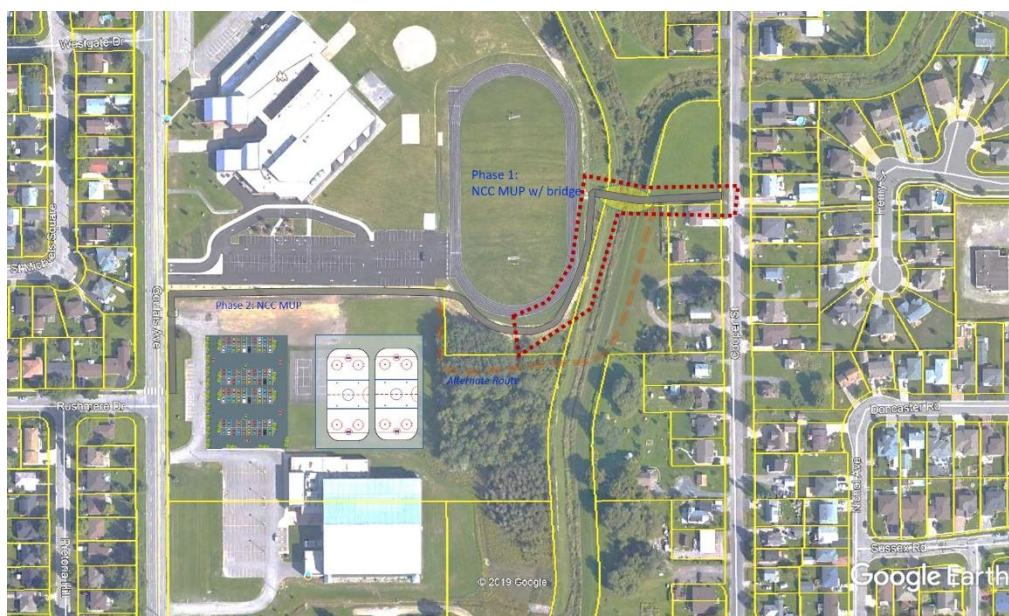
2.1 Introduction

The City of Sault Ste. Marie is requesting proposals from Vendors of Record (VOR) within the Linear Municipal Infrastructure Category to select a Professional Engineering Consultant to provide engineering services associated with the construction of an asphalt surfaced multi-use path (MUP) and bridge in the area of the Northern Community Centre (see subject area map).

The development of this MUP will be consistent with other similar asphalt trails, specifically the John Rowswell Hub Trail. This project will require the installation of a bridge to cross the flood diversion channel located east of Korah Collegiate sports field/track. Landscaping, such as shade trees, as well as site furnishings such as benches, bike racks, etc., should also be incorporated into the design. The Project will require approvals and agreements with the SSMRCA and ADSB.

The successful Consultant will collect and analyze information, provide recommendations, design, prepare tender document, obtain permits and administer construction contracts for the proposed multi-use path and bridge.

2.2 Subject Area



2.3 Existing Documentation

It will be up to the Proponent to become familiar with the details of the following documents if they see fit:

- Previous Hub Trail/MUP design drawings.

These documents can be viewed at the City's Planning Division on the fifth floor of the Civic Center.

2.4 Project Requirements

Communications - Meetings, Workshops and Public Information Centres

The successful Consultant will determine the number of progress meetings and outline them in the proposal.

The minimum is expected to be:

- 2 Design Meetings with City staff
- Preparation of materials and attendance at one (1) public information session
- Stakeholder meetings; as required
- Obtain required permits
- Contract administration
- Site inspections

Project Scope and Time Frame

It is anticipated that the project will be tendered in summer of 2020 with construction completed by November 2020. The successful Proponent will be able to start immediately following an agreement being approved by Council in April 2020.

Preliminary investigations suggest the overall project will cost approximately \$295,000.00 plus HST; including engineering services.

2.5 Project Deliverables

The project deliverables of the Northern Community Centre Multi-Use Path and Bridge Project shall include:

- Preliminary Design Reports;
- Production and distribution of public notices;
- Preparation of design and construction drawings and engineering estimates;

Request for Proposal (cont'd)

Engineering Services – Multi-Use Path & Bridge – Phase One – Northern Community Centre

- Obtain required permits; including: Preparation of required materials/drawings for any required approvals and/or agreements, including trail layout/concept plans, survey work, easement plans, etc.;
- Any required geotechnical work/reports;
- Tendering (provide City with a minimum of two (2) hard copy sets of tender documents at time of issue), issuing of Addenda (if required), attendance at tender opening and collection of copies of tenders for review, provide tender recommendation;
- Preparation of all contract documents (minimum of three (3) copies);
- Contract Administration and Payment Certification; Co-ordinate and inspect work of all contractors or subcontractors; Ensure that all contractors and subcontractors are adhering to City Health and Safety Policies and the Occupational Health and Safety Act. **Conduct sufficient site inspection to ensure that the contractor's performance is in accordance with industry standards and project specifications. Certify to the City in writing that the contractor's work was completed in accordance with industry standards and project specifications after completion of construction;**
- Resident site inspection;
- Final "as-built" drawings, including any maintenance procedures/protocols;
- Other tasks as determined by the Proponent as required to undertake the Project.

Proposal

for

Multi-Use Path and Bridge – Phase 1 Consulting Engineering Services

Prepared for: The City of Sault Ste. Marie

Date: April 9, 2020

Submitted by:



875 Queen Street, East, Suite 2
Sault Ste. Marie, Ontario
P6A 2B3

Project No.: 20042

April 9, 2020

Project No. 20042

The City of Sault Ste. Marie
Manager of Purchasing – Purchasing Division
99 Foster Drive – Level 2
Sault Ste. Marie, ON P6A 5X6

**Attention: Stephen Turco, RPP
Senior Planner**

**Subject: Multi-Use Path & Bridge – Phase 1 – Northern Community Centre
Proposal for Consulting Engineering Services**

Thank you for inviting STEM Engineering Group Incorporated (STEM) to submit a proposal for the subject work. With our current involvement in the Northern Community Centre Twin Pad Addition, and extensive history of bridge and municipal engineering, we believe we are your best option for completing the first phase of the Multi-Use Path and Bridge.

This letter is to certify that the undersigned is a signing member of STEM and has the authority to bind STEM, to the contents of this proposal, including pricing. This letter is also to confirm that STEM, its Officers and Directors; and Supervisory Staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act.

Understanding the ten (10) page limit, we trust that the enclosed is satisfactory; however, if you have any questions, please contact the undersigned.



Randy Beltramin, P. Eng.
Principal

Enclosure



Project Understanding & Methodology

OVERVIEW

STEM Engineering Group Incorporated (STEM) is proposing to perform engineering design work, project management, approval applications, preparation of contract documents, contract administration and construction inspection services for the City of Sault Ste. Marie's (City's) Multi-Use Path and Bridge as outlined in the City's request for proposal (RFP). Based on our review of the site and the RFP, the work will generally consist of a topographic survey, supply and install of a "pedestrian" bridge, and construction of an asphalt surface multi-use path (MUP) incorporating engineering best practices (i.e. good drainage, slope stabilizations, AODA compliance, etc.).

We feel that STEM is an ideal consultant for this project as our team leadership has a significant history in linear infrastructure and bridge projects, including a previous Hub Trail design for the City. As well, our firm is currently leading the civil and structural engineering aspects of the Twin Pad addition to the Northern Community Centre (NCC). Our portfolio includes numerous projects within the City for both public and private sector clients.

UNDERSTANDING OF THE PROJECT

It is understood the proposed multi-use path is to be similar to the John Rowswell Hub Trail in construction, consisting of an asphalt surface and a suitable granular base. Also, the scope of work is to include a pedestrian bridge which will allow passage over the flood control channel between Cooper Street and Goulais Avenue. The bridge is assumed to require complete designs with wingwalls, abutments, stabilized slopes, and good drainage. Our understanding of the scope includes the collection of all relevant information, survey, design drawings and specifications, tendering, contract preparation, permitting, construction inspections, and issuing as-built records. As well, we understand consultations with stakeholders and a public information session are required.

METHODOLOGY

It should be noted, our current designs along the north portion of the NCC property may conflict with the proposed MUP as it has not been considered at this time. There is a drainage ditch which captures stormwater from Korah Collegiate within the setbacks to remain, and we had previously shown parking in this area beyond the setback. Currently, our designs show a drainage swale to manage the NCC stormwater independently, routing stormwater water to the retention pond at the rear of the property. However, we can advantageously allow for the future incorporation of, or directly incorporate a portion of, the MUP into NCC addition project. There is tremendous value in having STEM complete the MUP project for these conflicting reasons. In general, our approach to this project will be as follows:

DESIGN MEETINGS & PROJECT DELIVERABLES

We have allowed for two (2) design meetings with City staff, one near kickoff, and another to review the near-complete design documents. In addition, we will prepare presentation renderings and attend a public information session sometime between the design meetings. We plan to produce full colour posters/renderings for this session no larger than 24"x36" in size. Our Autodesk 3DS Max software capabilities enable us to model the project using real-time information and quickly produce high quality renderings of our designs, at any location, for presentations. We will also meet with key stakeholders as required and assist in resolutions to concerns brought forward.

The project kickoff meeting will be coordinated following project award, and will allow STEM and the City to confirm the key elements to be incorporated into the designs such as park benches, bike racks, etc. It is our

expectation that the preferred concepts and products will be established by the City and a clear direction forward is determined at this meeting. The next design meetings will be at the 90% complete stages, or as requested. This design meeting will focus on reviewing the near complete construction drawings and contract documents. The deliverables for this project will mainly be construction-ready drawings prepared using AutoCAD Civil 3D, construction specifications, contract documents, and construction administration.

We will act as the general project manager on behalf of the City on this project in order to effectively design, tender, and administer this project. This work will include all required coordination with existing utility owners, adjacent property owners, contractor negotiations, and support for regulatory approvals. Additionally, we will provide sufficient site inspections during construction to ensure that the contractor's performance is in general conformance with industry standards and contract documents. Finally, "As-Built" drawings will be provided at the completion of the project to document the work as constructed.

TOPOGRAPHIC SURVEY & SITE INSPECTION

To create a base plan and detail existing conditions, we will complete a topographic survey of the site utilizing a GPS and a robotic total station. The survey will focus on recording the topography of the MUP alignment and embankments to facilitate our surface drainage and stabilization designs. We will also record the elevations of the streambed, water levels, and flood channel components to facilitate the bridge design. The survey will be completed in the spring months once the snow cover has cleared so that accurate survey information can be obtained.

At the same time the topographic survey is being completed, we will complete a thorough inspection of the surrounding conditions to confirm suitability of the proposed designs. Should any immediate concerns be identified during the inspection, we will notify the City immediately.

Based on the understood scope of work for this project, we do not anticipate geotechnical investigation being required as part of the design and have not included it within our proposal or fee estimate. We have on file geotechnical investigations for the original Central Creek Floodway, Korah High School, and NCC. As such, STEM has a good understanding of the poor soils in the area and has accounted for this in our approach. The NCC site is among the worst soils in the City and we will use our current knowledge of the stratigraphy of the area to facilitate the bridge abutment design requirements.

DESIGN APPROACH

Utilizing the results of the topographic survey and site inspection we will complete the preliminary alignment and section designs of the MUP and bridge. We will prepare a base plan and existing conditions drawing set using AutoCAD Civil 3D. With this drawing set, we will develop and review preliminary design options and associated estimated construction costs and provide to the City. Upon confirming the City's agreement with the proposed design concept, we will proceed with developing the 3DS Max images for the public information sessions and proceed in completing the 90% design package. The design package will include complete detailed design drawings, specifications, contract documents and a refined construction cost estimate. The 90% detailed design package will be submitted to the City for review and comment. Following the City's review, we will plan to attend a 90% design review meeting to discuss any required modifications to the design drawings or contract documents. Following the meeting, we will finalize the drawing package and contract documents for tendering. A finalized construction cost estimate will also be completed at this time.

Each of these key design components are discussed further below. The design concepts provided are preliminary only, and may change upon completion of the topographic survey and site inspection. STEM will endeavour to proceed with the most cost-effective solution while considering City preferences.

MULTI-USE PATH

At this stage, we foresee the design of the MUP portion being fairly simple by incorporating the City's standard MUP construction details into the proposed alignment. This will include site specific plan and profile drawings with a standard cross-section detailing the construction composition. Providing adequate drainage to the MUP along the Korah Collegiate running track and along the NCC property will be the greatest challenge of

this portion of work. STEM is proposing a monoslope path for the majority of the MUP with some potential for swales or ditching on either side throughout. These ditches would be relieved by an occasional small culvert as required to allow runoff to reach the drainage channels.

BRIDGE

For the bridge portion of work, we are proposing to specify a pre-engineered bridge and abutment design. Our construction drawings and specifications will clearly develop a performance criterion and proposed layout the contractor will be responsible to adhere to with their bridge supplier. Some preliminary recommendations for the proposed criterion include:

- 10-ft width
- 60-ft span
- Simple steel girder or truss structure
- Wood or composite material plank surface
- Wood or aluminum side barriers
- 4.8 kPa (100 psf) uniform loading or allowance for a lightweight/recreational vehicle
- Proprietary foundations to be included to suit the bridge
 - o imposing loads no greater than 50 kPa (1000 psf) on the soils
 - o shallow foundations with insulation for frost protection
- Be designed in accordance with the Ontario Building Code, footbridge occupancy.

This criterion will be further refined as the design progresses considering City preferences. It should be noted, it is assumed the City or other authorities will provide the maximum water level in the flood control channel to STEM in order to facilitate the selection of the underside of the bridge elevation. A hydraulic analysis of the major flood control channel and the many contributing drainage areas has been assumed outside the scope.

APPROVALS & PERMITS

As part of this project, STEM will liaise with the appropriate authorities and prepare the required permit and approval applications. Given the general scope of work for this project, we foresee early consultation with the Ministry of the Environment, Conservation and Parks (MOECP) and the Sault Ste. Marie Region Conservation Authority (SSMRCA) to discuss the project and water levels, and confirm any environmental limitations, requirements or considerations that must be included in the detailed design and construction. Based upon our preliminary review of the Department of Fisheries and Oceans (DFO) *Aquatic Species at Risk (SAR)* map, there does not appear to be aquatic SAR present at the site. However, we will consult with the DFO and Ministry of Natural Resources and Forestry (MNRF) to confirm if approvals are required. The site may be subject to an in-water work timing window, preventing in-water work generally in the spring and/or fall/winter months. This, as well as other potential considerations and restrictions, will be discussed with the MOECP, SSMRCA, MNRF, and DFO early on in the project.

Given the project scope and location, we do not anticipate any municipal underground services at the site. We will confirm if there is any infrastructure in the area in early consultation with utility providers to determine any presence of underground plants that may affect the design or construction.

TENDERING, CONTRACT ADMINISTRATION & SITE INSPECTION

Following completion of the design package, STEM will prepare the tender advertisement and documents for publishing to public tender. During the tender period, we will receive any questions submitted by bidding contractors and prepare the necessary addenda as required. Upon tender closing, we will complete a bid analysis and provide a tender report which summarizes the bids, confirms any inconsistencies or errors, and provides a recommendation for project award.

As directed in the RFP, we have not allotted for full-time site presence. Periodic inspections will be conducted to document general compliance with the construction drawings. For the purposes of this proposal, we have estimated total construction duration of approximately 6 weeks, 8 hours/week. We are fully flexible on the effort required for the construction administration and can adapt to the progress of the contractor should the

City wish to utilize increase the time on-site for inspection services; however, we understand reduced efforts shall not compromise our commitment to a quality product. We therefore offer on-site representation on a time-and-material basis. Weekly rates for full-time on-site representation are provided in the following section.

ENGINEERING FEE:

Our total engineering design and tendering fees are indicated below. Our estimated field component fees are based on weekly rates for part time presence (8 hours/week). Please note we are very flexible to adapt to the construction schedule and duration and the total costs indicated below are **estimates only** since we cannot guarantee the contractors performance or progress. We have also allowed for the construction cost estimates of the project for which we will develop accurate Order of Magnitude (OOM) estimates prior to tendering.

Our estimates fee breakdown is as follows:	<u>Weekly Rate</u>	<u>Total Cost</u>
Design Phase (Fixed Fee):		\$ 18,900.00 Fixed
Tender Phase (Fixed Fee):		\$ 3,110.00 Fixed
Construction Phase (Time & Material – Part-time – 6 wk estimate):	\$ 1,407.50	<u>\$ 8,445.00 Estimated</u>
		\$ 30,445.00 Estimated

We have included standard rates and a detailed breakdown of fees in our Engineering Estimate (page 9), for the key staff that will be engaged on this project. The hourly rates are connected through the individual's initials that are inserted within the estimate.

The key individuals listed in our Organizational Chart will be dedicated to the project. We do not see any problems in completing the design portion in a timely fashion that allows for tendering in the early summer of 2020. None of the individuals named will be replaced by an alternate without the City's prior approval.

EXCLUSIONS:

We have not included any time for any of the following:

- Watershed Appraisals of the flood channel
- Geotechnical Investigations
- Tender advertisement or publishing fees
- Permit application fees

Schedule

SCHEDULE

Recognizing the City's own timeline as outlined in the RFP, and the extensions, we provide the following as our proposed schedule:

Preliminary Phase	Timeline
Release of RFP:	Mar 05, 2020
Submission of Proposal:	Apr 09, 2020
Signing of Agreement:	Apr 23, 2020
Design Phase	
Review existing reports/drawings/general requirements:	Apr 27, 2020
Design Meeting #1 (confirm scope, identify requirements/preferences):	Apr 30, 2020
Liaise with key stakeholders and regulatory authorities	May 04, 2020
Topographical Survey:	May 11, 2020
Preliminary Design:	
Develop concepts, layouts, and renderings:	May 18, 2020
Public Information Session:	June 01, 2020
Detailed Design and Specifications:	June 01, 2020
Prepare Contract Documents:	June 01, 2020
Design Meeting #2 (90%) to review final documents with the City:	June 08, 2020
Finalize all documents (100%):	June 15, 2020
Permitting:	June 15, 2020
2019 Construction Phase – Contract Administration	
Tender the project:	June 17, 2020
Award:	July 01, 2020
Start Construction and Site Inspection (Contractor Dependent):	July 13, 2020
Complete Construction (Contractor Dependent):	Oct 2020
Wrap-up Phase & Warranty Period	
Correct all deficiencies:	Oct 2020
Compile and issue As-Builts:	Dec 2020

Past Experience on Similar Projects and CVs

PAST EXPERIENCE ON SIMILAR PROJECTS & CORPORATE PROFILE

STEM is well known to the area as we have carried out many successful engineering projects throughout the history of our company. STEM Engineering Group Incorporated is a multi-disciplined Engineering Consulting firm established in Sault Ste. Marie, Ontario, in 1994, which currently serves a large client base throughout Ontario and Michigan. STEM has been involved in a broad range of engineering projects, servicing clients in the municipal, industrial, institutional, commercial, and private sectors. Some of our more prominent, relevant work includes:

- ❖ Connecting Link Hub Trail design between North Street and Fort Creek. The work included almost 1km of Hub Trail designs, maintaining adequate slopes, standard details, incorporating rest areas and other features. This was required by the Sault Ste. Marie Conservation Authority to allow the Phase IV of the Ontario Finish Resthome development.
- ❖ Algoma University Campus Path Network. STEM has been the campus infrastructure engineers for Algoma University since 1994 leading projects involving walking paths, road networks, parking lots, water, sanitary, storm systems, storm water management, and maintenance of campus base mapping for all surface and underground services;
- ❖ Campment D'Ours Bridge Replacement. This project involved developing a performance-based specification and layout criterion drawings for the supply and install of a pre-engineered bridge and abutment on St. Joseph Island. We completed the design, tender, and contract administration.
- ❖ Sault Ste. Marie Casino Bridge. STEM completed the Fort Creek bailey bridge crossing located on the Casino property as well as various other portions of work for the site development including the sheetpile retaining walls, servicing, and other site works.
- ❖ Tilley Creek Bridge Replacement. This work involved the replacement of a timber bridge with a pipe arch culvert for Natural Resources Canada. STEM completed the federal EA, design, drawings, tender, and contract administration.
- ❖ We inspected the Government Road Bridge (Red Bridge) in Thessalon, and then carried out an extensive repair procedure. This involved the removal of the bridge by lifting it from its abutments and then replacing of the refurbished bridge back onto new restored abutments once the superstructure repair work was completed.
- ❖ We were the designers of the Second Line Bridge widening that took place in 2001 when Second Line was widened from 4 lanes to 5.
- ❖ We were the firm that carried out the design and installation of the Sixth Line Bridge (Pipe Arch) that exists just east of Great Northern Road (Highway 17).
- ❖ We have inspected and reported on all bridges within the property of Algoma Steel for many years now and have upgraded many.
- ❖ STEM carried out the 2018 municipal bridge biennial inspections for the City of Sault Ste. Marie which included detailed condition assessments of all elements of municipally owned bridges and large culverts. These condition assessments included detailed cataloguing of photographs, comparisons of conditions to previous inspections, recommendations for repairs, and a schedule of repairs prioritizing into urgent and 10-year repair timeframes. In addition, we have carried out a series of bridge inspections for five different jurisdictions (Townships) east of the City. This work is very similar to the 2018 City of Sault Ste. Marie Biennial Bridge Inspection work.
- ❖ Brookfield Power hired STEM to conduct a load assessment on an existing multi-span bridge near Hearst and then followed that up with a comprehensive inspection of the bridge to allow a one-time application of an oversized load.

CURRICULUM VITAE

The following section highlights the qualifications and experience of key personnel that will be assigned to the project.

Mark Coleman, P. Eng., Principal (MPC)

Qualifications

B. Sc. Civil Engineering, Queen's University, 1973

Licensed Member, Professional Engineers of Ontario

Experience

Mr. Coleman is a founding Principal and Senior Engineer with STEM. He is an experienced structural engineer, having acquired a broad range of expertise during his career. For a number of years now Mark has headed up STEM's efforts in inspecting and refurbishing the City's Aqueducts. Mr. Coleman also has a great deal of experience overseeing STEM's road reconstruction projects and interacting with authorities. He has also been responsible for contract management, field review, drawings, specifications, and overall principal in charge of deliverables including scheduling/coordination of staff assigned to projects.

Mr. Coleman will be the overall project manager, client liaison, and be responsible for staff assignments and document/quality control, ensuring the project proceeds to the City's requirements.

Andrew Mallette, P. Eng., Civil Engineer (AM)

Qualifications

Bachelor Degree of Engineering - Civil, Lakehead University 2013

Civil Engineering Technology, Lakehead University 2011

Construction Engineering Technician, Sault College 2007

Licensed Member, Professional Engineers of Ontario

Experience

Andrew Mallette has been working in engineering related positions since 2005. Beginning with an interest in carpentry and residential construction, his interests have moved towards engineering and developed into managing and designing infrastructure and development projects. With more than 10 years of professional consulting experience, Andrew has become very familiar with the inspection, design, drafting, and management aspects of many municipal engineering projects.

Andrew has extensive experience in a range of projects, including but not limited to civil development, municipal infrastructure, and structural designs for residential, commercial, industrial, and First Nations applications. Andrew is of First Nation heritage, descendant of Wikwemikong First Nation on Manitoulin Island, and has a passion for sustainable development of infrastructure in First Nations communities.

Andrew will be the project engineer and coordinator for this project, responsible for technical content, designs, specifications, and provide support during construction as required.

Reginald McKinnon, P.Eng., Structural Engineer (RM)

Qualifications

Bachelor Degree – Engineering Science, University of Western Ontario 2003
Licensed Member, Professional Engineers of Ontario

Experience

Mr. McKinnon has a broad base of consulting experience dealing with clients from around the world working in testing facilities and consulting engineering firms. This diverse background has provided him with the solid base for his present position as senior structural engineer. With STEM he has been involved in numerous commercial, institutional, residential, and industrial projects, fulfilling duties of project management, design, field inspection, contract administration and estimating. Reg has proven his ability to produce professional design documents for projects on time and on budget, thus ensuring that construction is completed as designed.

Reg will be the structural engineer for this project, responsible for the structural content of the bridge design, drawings, and specifications.

Mike Blair, Senior Designer/Drafter/Surveyor (MB)

Qualifications

Civil Engineering Technologist Diploma, Sault College 2001

Experience

Mr. Blair has a great deal of experience working in Civil 3D, and in Civil design and as such will head up our design/drafting efforts. He will also carry out all surveying that will be required during the project. His work will include the development of the topographic survey, detailing of existing (pipes/structures/utilities), and photos of critical items. He will create the 3D model, generate the alignments, the pipe networks (culverts), the road corridor, the intersections, the road surface and the utilities. When this is complete, he will then generate the 2D plans, profiles and cross-sections which will develop into the final tender package. In the final phase, he will produce the as-built drawings of the project as a permanent record for the City.

Dan Bertolo, Senior Technologist/Inspector (DB)

Qualifications

Civil Engineering Technologist, Fanshawe College 1986

Experience

Dan has over 30 years' experience in the construction, engineering and inspection field including 12 years on MTO roadworks and structural projects. At STEM, Dan has overseen several road and aqueduct reconstruction projects for the City of Sault Ste. Marie and the restoration of the several structures throughout Ontario.

Dan has extensive road, aqueduct, and bridge construction experience that includes quality management of the Highway 17, four-lane project between the Sault and Echo Bay. Dan is familiar with all aspects of road reconstructions including, sidewalks, curb and gutter, ditching, storm, sanitary, water, electrical, Bell, fiberoptic, road bases, and asphalt components. Dan is well known to the City and quite capable of keeping this project on schedule and in minimizing risk.

Dan will be assigned as the Contract Administrator and Site Inspector for this project.



875 Queen Street East, Suite 2
Sault Ste. Marie, Ontario
P6A 2B3

p. 705.942.6628
f. 705.942.7515

ENGINEERING ESTIMATE

Project: **MUP and Bridge** Project No. **20042**
Description: **Engineering Design & Contract Administration** Date: **March 11 2020**

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	MC, AM	10	\$120.00	\$1,200.00
DESIGN PHASE				
Meetings	Project Initiation Meeting and follow-up (AM)	4	\$120.00	\$480.00
	Public Information Session and prepare mat'l (AM)	8	\$120.00	\$960.00
	90% Design Review Meeting and follow-up (AM)	4	\$120.00	\$480.00
Survey	Topographic Survey (MB)	8	\$95.00	\$760.00
	Site Inspection (AM)	2	\$120.00	\$240.00
Liaise/Approvals	Regulatory Consultation and Approvals (AM)	8	\$120.00	\$960.00
	Consultation with Utilities, Key Stakeholders (AM)	2	\$120.00	\$240.00
	Applications (AM)	8	\$120.00	\$960.00
Engineering	Civil (AM)			
	- Review of Information	4	\$120.00	\$480.00
	- General Coordination	4	\$120.00	\$480.00
	- Preliminary Design Report	8	\$120.00	\$960.00
	- Drawing reviews and detailing	16	\$120.00	\$1,920.00
	Structural (RM)			
	- Review of Information	4	\$120.00	\$480.00
	- Preparation of Performance Criterion	4	\$120.00	\$480.00
	- Design input	4	\$120.00	\$480.00
Drafting	Civil/Structural Drawings (MB)			
	- Review of Information	8	\$95.00	\$760.00
	- Existing Conditions and Base Plan	8	\$95.00	\$760.00
	- 3D Model Existing and Proposed Conditions	16	\$95.00	\$1,520.00
	- GA, Removals, Notes, Details, Plan and Profile	24	\$95.00	\$2,280.00

TASK	DESCRIPTION	HOURS	RATE	COST
Specifications	Tehonical Specs (DB)	8	\$95.00	\$760.00
Supervision	Quality Assurance/Quality Control (MPC)	4	\$160.00	\$640.00
Clerical	Administrative Services (JD)	2	\$60.00	\$120.00
Disbursements	Printing (allowance)			\$500.00
Tendering	Contracts (DB)	8	\$95.00	\$760.00
	Review (AM/RM)	8	\$130.00	\$1,040.00
	Cost Estimates (DB)	4	\$95.00	\$380.00
	Tender Advertisement and Document Publish (DB)	1	\$95.00	\$95.00
	Addenda (DB)	2	\$95.00	\$190.00
	Tender Opening, Report and Coordination (DB/AM)	3	\$215.00	\$645.00
CONSTRUCTION PHASE				
Field Services	2019 -Part-time 6 weeks, 8 hrs / wk (DB)	48	\$95.00	\$4,560.00
	2019 - Eng. support 6 weeks, 2 hrs / wk (AM/RM)	12	\$120.00	\$1,440.00
	2019/20 - Deficiency Coordination - allow (DB)	8	\$95.00	\$760.00
As-Builts	As-Built Drawing Package (MB)	8	\$95.00	\$760.00
Supervision	Quality Assurance/Quality Control (MPC)	4	\$160.00	\$640.00
Clerical	Construction Phase - allow (JD)	2	\$60.00	\$120.00
Disbursements	Mileage - allow (50km/wk x 6wks)	300	\$0.55	\$165.00
	DESIGN			\$18,900.00
	TENDER			\$3,110.00
	CONSTRUCTION			\$8,445.00
	SUBTOTAL			\$30,455.00
	13% HST			\$3,959.15
	TOTAL			\$34,414.15

SCHEDULE "A"

Estimate Sheets

ENGINEERING ESTIMATE

Project: **MUP and Bridge** Project No. **20042**

Description: **Engineering Design & Contract Administration** Date: **March 11 2020**

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	MC, AM	10	\$120.00	\$1,200.00
DESIGN PHASE				
Meetings	Project Initiation Meeting and follow-up (AM)	4	\$120.00	\$480.00
	Public Information Session and prepare mat'l (AM)	8	\$120.00	\$960.00
	90% Design Review Meeting and follow-up (AM)	4	\$120.00	\$480.00
Survey	Topographic Survey (MB)	8	\$95.00	\$760.00
	Site Inspection (AM)	2	\$120.00	\$240.00
Liaise/Approvals	Regulatory Consultation and Approvals (AM)	8	\$120.00	\$960.00
	Consultation with Utilities, Key Stakeholders (AM)	2	\$120.00	\$240.00
	Applications (AM)	8	\$120.00	\$960.00
Engineering	Civil (AM)			
	- Review of Information	4	\$120.00	\$480.00
	- General Coordination	4	\$120.00	\$480.00
	- Preliminary Design Report	8	\$120.00	\$960.00
	- Drawing reviews and detailing	16	\$120.00	\$1,920.00
	Structural (RM)			
	- Review of Information	4	\$120.00	\$480.00
	- Preparation of Performance Criterion	4	\$120.00	\$480.00
	- Design input	4	\$120.00	\$480.00
Drafting	Civil/Structural Drawings (MB)			
	- Review of Information	8	\$95.00	\$760.00
	- Existing Conditions and Base Plan	8	\$95.00	\$760.00
	- 3D Model Existing and Proposed Conditions	16	\$95.00	\$1,520.00
	- GA, Removals, Notes, Details, Plan and Profile	24	\$95.00	\$2,280.00

TASK	DESCRIPTION	HOURS	RATE	COST
Specifications	Tehcnical Specs (DB)	8	\$95.00	\$760.00
Supervision	Quality Assurance/Quality Control (MPC)	4	\$160.00	\$640.00
Clerical	Administrative Services (JD)	2	\$60.00	\$120.00
Disbursements	Printing (allowance)			\$500.00
Tendering	Contracts (DB)	8	\$95.00	\$760.00
	Review (AM/RM)	8	\$130.00	\$1,040.00
	Cost Estimates (DB)	4	\$95.00	\$380.00
	Tender Advertisement and Document Publish (DB)	1	\$95.00	\$95.00
	Addenda (DB)	2	\$95.00	\$190.00
	Tender Opening, Report and Coordination (DB/AM)	3	\$215.00	\$645.00
CONSTRUCTION PHASE				
Field Services	2019 -Part-time 6 weeks, 8 hrs / wk (DB)	48	\$95.00	\$4,560.00
	2019 - Eng. support 6 weeks, 2 hrs / wk (AM/RM)	12	\$120.00	\$1,440.00
	2019/20 - Deficiency Coordination - allow (DB)	8	\$95.00	\$760.00
As-Builts	As-Built Drawing Package (MB)	8	\$95.00	\$760.00
Supervision	Quality Assurance/Quality Control (MPC)	4	\$160.00	\$640.00
Clerical	Construction Phase - allow (JD)	2	\$60.00	\$120.00
Disbursements	Mileage - allow (50km/wk x 6wks)	300	\$0.55	\$165.00
	DESIGN			\$18,900.00
	TENDER			\$3,110.00
	CONSTRUCTION			\$8,445.00
	SUBTOTAL			\$30,455.00
	13% HST			\$3,959.15
	TOTAL			\$34,414.15

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-112

AGREEMENT: A by-law to authorize the execution of the Licence to Occupy City Property Agreement between the City and Algoma Common Elements Condominium Corporation No. 21 to permit the continued use of a portion of City lands located at the intersection of Fourth Line West and Crimson Ridge Drive as an entranceway consisting of a boulevard, building and entrance sign.

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 May 25, 2020 between the City and Algoma Common Elements Condominium Corporation No. 21, a copy of which is attached as Schedule "A" hereto. This Agreement is to permit the continued use of a portion of City lands located at the intersection of Fourth Line West and Crimson Ridge Drive as an entranceway consisting of a boulevard, building and entrance sign.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 25th day of May, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE AGREEMENT made in duplicate this day of May, 2020.

BETWEEN:

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

(herein referred to as the "City")

-and-

ALGOMA COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 21

(herein referred to as the "Condominium")

WHEREAS the City is the registered owner of the lands and premises municipally known as "Fourth Line West", a portion of which abuts Crimson Ridge Drive, which portion is legally described in PIN 31599-0207(LT)(the "City Lands");

AND WHEREAS the Condominium is the owner of Crimson Ridge Drive which services the parcels of tied land appurtenant to the Condominium.

AND WHEREAS the Condominium had expressed a desire to use a portion of the City Lands to create an entranceway to the parcels of tied land, consisting of a Boulevard, Building and Entrance Sign (the "Condominium Entrance"), in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement (the "Licenced Area");

AND WHEREAS the City was prepared to grant to the Condominium the right to occupy the Licenced Area for the Condominium Entrance subject to various terms and conditions, to which the parties entered into a Licence to Occupy City Property Agreement dated February 9, 2015 for a term commencing February 1, 2015 and ending January 31, 2020;

AND WHEREAS the Condominium has requested permission to continue to occupy the Licenced Area for the Condominium Entrance, and the City is prepared to grant this request, subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the sum of One (\$1.00 CDN) Dollar, the receipt of which is hereby acknowledged by the City and the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

1. The City grants to the Condominium the right to occupy the Licenced Area for a period of five (5) years commencing February 1, 2020 (the "Term") and ending on January 31, 2025. This Licence Agreement shall automatically renew on a yearly basis thereafter on the same terms and conditions (the "Renewal Term(s)") aside from the annual fee as set out in Section 12 herein, unless either party provides the other party with notice that it intends to terminate this Licence Agreement at least sixty (60) days prior to the next applicable Renewal Term, or this Licence Agreement is otherwise terminated earlier pursuant to the terms and conditions set out in this Licence Agreement.
2. The Licenced Area shall only be used for the Condominium Entrance which shall be constructed and remain installed in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement, The Condominium shall not use or permit the Licenced Area to be used for any purpose other than the purpose set out herein.
3. The Condominium acknowledges and agrees that this Licence Agreement is subject to the conditions set out in Schedule "B" attached.
4. The Condominium shall not assign, transfer or make any other disposition of this Licence Agreement or of the rights conferred thereby, without the prior written consent of the City.
5. Any notice pursuant to any of the provisions of this Licence Agreement shall be deemed to have been properly given if delivered in person or sent electronically as follows:

In the case of notice to the City to:

Melanie Borowicz-Sibenik
 Assistant City Solicitor/Senior Litigation Counsel
 The Corporation of the City of Sault Ste. Marie
 Email: m.borowiczsibenik@cityssm.on.ca

In the case of notice to the Condominium to:

Property One Management & Maintenance Services Inc.
 229 Great Northern Road
 Sault Ste. Marie, Ontario P6B 4Z2

ATTENTION: Tom Capisciolto, General Manager
 Email: tomcapisciolto@propertyone.ca

6. This Licence Agreement, together with the recitals and the Schedules appended hereto constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

7. The provisions of this Licence Agreement shall be binding upon and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

8. The parties hereto acknowledge and agree that the recitals and Schedules "A", "B" and "C" appended hereto shall and do form part of this Licence Agreement.

9. This Licence Agreement shall be exclusively governed by, and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

10. This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.

11. The parties hereto agree that paragraphs 1-4 inclusive and, 6-11 inclusive of this Licence Agreement, the recitals herein, and Schedules "A", "B" and "C" to this Licence Agreement shall survive the termination of this Licence Agreement.

12. The Condominium covenants and agrees to pay the City on the signing of this Licence the sum of \$0.00 for the first year of the Term, and thereafter during the Term and any Renewal Term, the Condominium shall pay the applicable annual sum as set out by the City pursuant to City Policy or as set out in the City's User Fee By-law.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this day of May, 2020.

**ALGOMA COMMON ELEMENTS
CONDOMINIUM CORPORATION NO. 21**

Per: _____

I have authority to bind the Corporation.

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

Per: _____
MAYOR CHRISTIAN PROVENZANO

Per: _____
CITY CLERK RACHEL TYCZINSKI

SCHEDULE "B" TO LICENCE AGREEMENT

The parties hereto acknowledge and agree that this Licence Agreement is subject to the following conditions:

1. The Condominium shall be permitted to use the Licenced Area for the Condominium Entrance, which shall consist of a Boulevard, Building and Entrance Sign in accordance with the dimensions and at the locations as set out in Schedule "A" to this Licence Agreement. The Entrance Sign shall be in the form and in accordance with the dimensions as set out in Schedule "C" to this Licence Agreement.
2. The Condominium shall at no time excavate the lands comprising the Licenced Area. The Condominium acknowledges and agrees that there shall be no changes or additions to the Condominium Entrance without the prior express prior written consent of the City.
3. At no time shall the City be responsible for constructing, transporting, setting up, operating, inspecting, maintaining, or otherwise dealing with the Condominium Entrance or any other matters related directly or indirectly thereto. The Condominium shall be responsible for all costs, expenses and liabilities related to the construction, transportation, set up, operation, inspection and maintenance of the Condominium Entrance and any other matters related directly or indirectly thereto. The Condominium shall indemnify and save harmless the City from any costs, liabilities and expenses incurred by the City that may result from the Condominium Entrance and any matters related directly or indirectly thereto.
4. The Condominium confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the Licenced Area, City Lands or any part thereof, for use by the Condominium. The Condominium acknowledges that it has carried out an inspection of the City Lands and Licenced Area specifically to satisfy itself concerning the suitability of same for its proposed use and further, that it is using the Licenced Area on an "as is where is" basis.
5. The Condominium shall have full responsibility, at its own expense, to ensure that it has obtained all necessary approvals and secured and/or completed all such permits, plans, assessments, proposals, and studies that are necessary, if any, for the Condominium Entrance. The Condominium acknowledges that it must apply for and receive a permit from the Sault Ste. Marie Conservation Authority ("SSMRCA") prior to constructing the Condominium Entrance. The Condominium represents and warrants that it applied for and received the necessary permit(s) from the SSMRCA in regards to the Condominium Entrance. The Condominium shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Condominium of such approvals, permits, plans, assessments, proposal, and studies.

6. The Condominium shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Condominium Entrance and all matters related to this Licence Agreement and shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Condominium with such Laws, By-Laws, Rules and Regulations.

7. The Condominium shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Condominium Entrance, the intent being that the City shall be at no risk or expense to which it would not have been put had the Condominium Entrance not been placed on the Licenced Area.

8. The Condominium agrees to defend, indemnify and save harmless the City and their respective councilors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, product liability, work place safety and insurance compensation, personal injury, property damage, occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the Condominium, its directors, officers, employees, consultants, subcontractors, agents, users, customers, or other persons for which it is responsible in law or any of them including but not limited to the design, hauling, delivery, transportation, construction, set up, operation, inspection and maintenance of the Crimson Entrance, or any other activities related directly or indirectly to the Condominium Entrance or otherwise arising out of or connected with this Agreement.

9. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the Licenced Area, such that removal of any portion or the entirety of the Condominium Entrance is required, the Condominium shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Condominium Entrance to its condition prior to such access by the City and/or emergency personnel.

10. During the Term, the Condominium shall be responsible, at its sole liability and expense, to complete all necessary inspections, maintenance and upkeep of the Licenced Area. The Condominium agrees to regularly inspect and maintain the Licenced Area in a manner that is consistent with the overall character of the remainder of the City Lands. In the event that the

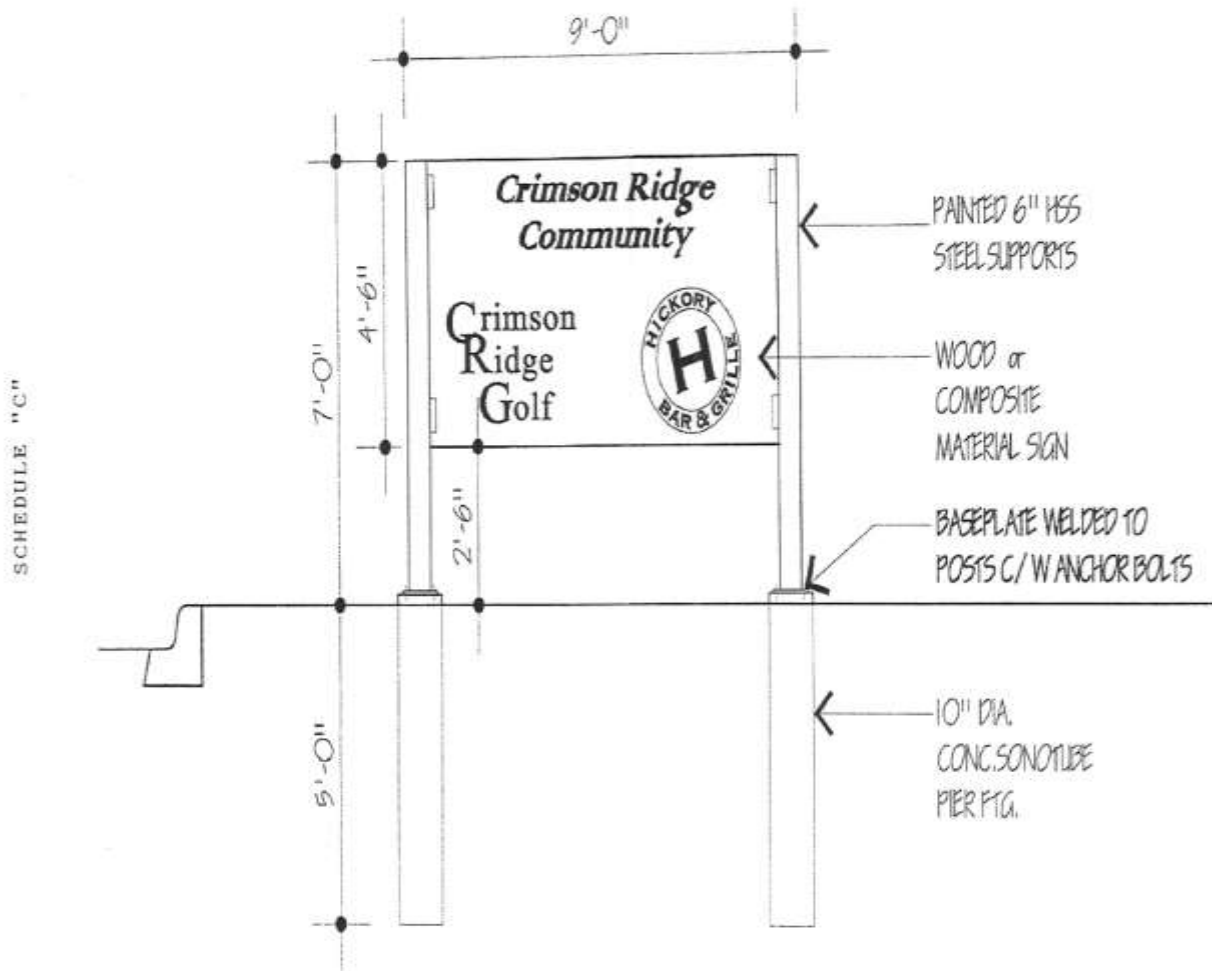
Condominium fails to maintain the Licenced Area in a manner satisfactory to the City in the City's sole discretion, the City may terminate this Licence Agreement on ten (10) days' written notice to the Condominium. The Condominium further acknowledges and agrees that its use and operation of the Licenced, area shall not interfere with the use and maintenance of the remainder of the City Lands.

11. At the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the Condominium shall within thirty (30) days of same, promptly remove all materials related to the Condominium Entrance, complete all necessary cleanup activities and restore the Licensed Area to the condition it existed prior to its use of the Licenced Area, to the satisfaction of the City, In the event that the required cleanup activities and restoration of the Licenced Area is not completed by the Condominium by thirty (30) days after the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the City may complete such cleanup, removal of the items and restore the Licenced Area as it deems necessary at the expense, liability and risk of the Condominium.

12. The Condominium hereby acknowledges and agrees that the Condominium has no proprietary right, title or interest in the Licenced Area, and that same is and shall remain the property, title and right of the City.

13. The Condominium agrees to maintain at all times during the currency of this Licence hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.

SCHEDULE "C"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-113

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Corporation of the Town of Bruce Mines for the City to provide plans examination and building inspection services for the Town, which are limited to the completion of single project within the Town.

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 May 19, 2020, between the City and The Corporation of the Town of Bruce Mines, a copy of which is attached as Schedule "A" hereto. This Agreement is for the City to provide plans examination and building inspection services for the Town, which are limited to the completion of single project within the Town.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 25th day of May, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

THIS AGREEMENT (the "Agreement") made this 19th day of May, 2020.

BETWEEN:

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

- and -

THE CORPORATION OF THE TOWN OF BRUCE MINES
(hereinafter referred to as the "Town")

WHEREAS the Town has requested that the City provide Chief Building Official (CBO) Services, which include specifically and solely, technical assistance to the Town in administering the provisions of the Ontario Building Code and the Town's by-laws relating to construction of a New Penokean Hills Farm Abattoir Development at 9450 Highway 17, Bruce Mines ON (hereinafter the "Project"), because Tulloch Engineering, the usual engineering firm that completes the said services for the Town, is involved with the Project in a separate capacity;

AND WHEREAS the City has agreed to provide such technical assistance with respect to the Project subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE in consideration of the costs, fees, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

GENERAL PROVISIONS

1. The City shall provide plans examination and building inspection services (the "Plans Examination & Inspection Services") with respect to the Project as follows:
 - a. Plans examination and review for compliance with the Ontario Building Code and the Town's building and zoning by-laws, excluding the Town's property standards by-law;
 - b. Written correspondence describing plan review and inspection deficiencies to applicant and associated parties;
 - c. Analyses of written responses or amended plans resulting from the plan review and inspection;
 - d. Written notices to the Town regarding matters that pertains to the building permits;
 - e. Inspections of buildings under construction as required upon notification by the applicant directly to the City of Sault Ste. Marie Building Division;
 - f. Attendance in court for the purpose of providing evidence on behalf of the Town in the event that the Town undertakes a prosecution arising from non-compliance;
 - g. Enforcement and prosecutorial services;
 - h. Building permit applications will be submitted directly to the City of Sault Ste. Marie Building Division;
 - i. Building permit and inspection report will be submitted periodically to the Town with a final report upon completion of the Project.

2. The City shall not be responsible for any other matters related directly or indirectly to the Project other than those matters expressly set out in this Agreement. The Town covenants and agrees that it shall be responsible for all costs, liabilities and expenses related directly or indirectly to the Project, other than those matters that are expressly set out herein to be the responsibility of the City ("Other Project matters"). To this end, the Town hereby agrees to indemnify and save harmless the City from all costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City related directly or indirectly to the Other Project matters.
3. The said Plans Examination & Inspection Services shall be performed by duly qualified City employees and City employees shall be subject to direction from the City only.
4. City employees providing Plans Examination & Inspection Services to the Town shall maintain a work log indicating the dates and lengths of time that such employees have performed Plans Examination & Inspection Services and the nature of such services.
5. The City, as employer, shall pay all salaries, wages and costs associated with its Building Division.
6. The Town shall appoint by by-law and pursuant to the *Building Code Act*, 1992, S.O. 1992, c. 23 any person(s) employed by the City as an inspector and CBO to hold said positions within the Town for the purposes of providing to the Project the services within this Agreement.

COST OF INSPECTION SERVICES

7. Permit fees to be provided to the City of Sault Ste. Marie Building Division by the permit applicant at the time of application. The fees for the required permit are based on the service index as listed in The City of Sault Ste. Marie User Fee By-law 2019-222 (Schedule "E"). This amount shall comprise the full cost of The Building Division Plans Examination & Inspection Services inclusive of enforcement and clerical duties, mileage subject to section 8, and miscellaneous expenses for inspections related to all Building Classification.
8. Mileage for any travel outside of the City of Sault Ste. Marie shall be fifty-three (\$0.53 CDN) cents per kilometer travelled by any City Staff relating directly or indirectly to the provision of Inspection Services pursuant to this Agreement. The amount of any such mileage shall be invoiced to the Town and made payable to the Corporation of the City of Sault Ste. Marie.

COMMENCEMENT AND TERMINATION OF AGREEMENT

9. This Agreement shall be in force from the date of application of the Building Permit for the Project until said permit is fully completed, but no longer than 4 years from the date this agreement is executed. (the "Term").

10. Either party to this Agreement may terminate this Agreement at any time and for any reason upon thirty (30) days written notice of termination to the other party. Should a notice to terminate be given, the City shall continue to collect permit fees and provide the Plans Examination & Inspection Services outlined in this Agreement up to and including the date of such termination. All permit fees collect by the City upon termination will remain property of the City and shall not be made payable to any applicant or the Town.

The Town covenants and agrees that its obligation to pay the City for Mileage up to the date of such termination, and section 2 herein, shall survive the termination of this Agreement.

NOTICE

10. All correspondence or other notices related to the terms of this Agreement shall be delivered as set forth below:

Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Clerk
The Corporation of the Town of Bruce Mines
9126 Highway 17 East
Bruce Mines, ON P0R 1C0

ENTIRE AGREEMENT

11. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the _____ day of May, 2020.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Mayor – Christian Provenzano

City Clerk – Rachel Tyczinski

We have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF BRUCE

Per:

Mayor – Lory Patteri

Clerk – Donna Brunke

We have authority to bind the Corporation.

\\citydata\LegalDept\Legal\Staff\LEGAL\BUILDING\
May 11'2020.docx

\ Agreement - Building Inspection Services w Bruce Mines

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-115

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Corporation of the Township of Prince for the provision of policing services.

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 The Corporation of the Township of Prince, a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of policing services.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 25th day of May, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

POLICE SERVICE AGREEMENT

**UNDER SECTION 6.1 OF THE POLICE SERVICES
ACT, R.S.O. 1990, C.P.15 AS AMENDED**

THIS POLICE SERVICE AGREEMENT (the "**Agreement**") is dated the 23rd day of March, 2020.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "**City**")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE
(hereinafter called the "**Township**")

OF THE SECOND PART;

WHEREAS pursuant to Section 4(1) of the *Police Services Act, R.S.O. 1990 c.P.15* as amended (the "**Act**"), the Township is required to provide adequate and effective police services in accordance with its needs;

AND WHEREAS pursuant to Section 5(1)4. of the Act, the Township's responsibility to provide police services shall be discharged by entering into an agreement under Section 6.1 of the Act with the council of another municipality to have its police services provided by the Police Services Board of the other municipality on the conditions set out in the agreement;

AND WHEREAS on or about March 11, 2014, Council for the Township had previously requested the City to enter into an agreement pursuant to Section 6.1 of the Act to provide certain Police Services as specified in an Agreement, which resulted in an "Agreement for the Provision of Police Services Under Section 6.1 of the Police Services Act" between the parties dated March 24, 2014 ("2014 Agreement"), authorized by City By-law 2014-66, passed on April 28, 2014, for a term commencing June 1, 2014 and ending on May 31, 2019,

AND WHEREAS on December 19, 2017, the Township gave formal notice that it intended to terminate the 2014 Agreement effective December 31, 2018;

AND WHEREAS in October 2018, the new Sault Ste. Marie Police Chief approached Prince Township to discuss entering into a new agreement for the provision of Police Services.;

AND WHEREAS on or about the 10th day of December 2018, the Township and the City entered into an Extension Agreement authorized by By-law 2018-232, which extended the 2014 Agreement on a month to month basis commencing January 1, 2019 until such time as a new agreement could be forged between the City and the Township;

AND WHEREAS Council for the Township has now requested that the City enter into the within Agreement pursuant to Section 6.1 of the Act to provide certain Police Services as specified in this Agreement;

AND WHEREAS the City is agreeable to providing certain Police Services as specified in the within Agreement to the Township subject to the terms and conditions specified herein;

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. TERM AND CONCLUSION OF 2014 AGREEMENT AND EXTENSION AGREEMENT

- (a) The parties hereto acknowledge and agree that the 2014 Agreement dated March 24, 2014 and Extension Agreement dated December 10, 2018 are hereby terminated effective March 22, 2020.
- (b) The parties hereto further acknowledge and agree that the Term of this Agreement will be for a period of five (5) years and shall commence March 23, 2020 and terminate on March 31, 2025. This Agreement is also subject to termination as prescribed in Section 5 of this Agreement.

2. POLICE SERVICES DETAILED

- (a) The Township requests and the City agrees to provide the following specific Police Services:
 - (i) The City shall provide to the Township a level of police service comparable to that provided to the residents of the City who reside in the more rural areas of the City of Sault Ste. Marie and, more particularly such service

shall be similar to the service provided at present to the inhabitants of the City of Sault Ste. Marie situated in that area bounded by the prolongation of Base Line to the north and Airport Road to the east;

- (ii) The City agrees that it shall provide routine patrols of the Township;
- (iii) The Chief of Police of the City shall report to the Township, at mutually agreed upon intervals, regarding the provision of Police Services in and for the Township.

The above shall collectively be referred to as the "Police Services" in this Agreement.

- (b) The Township hereby acknowledges and agrees that pursuant to this Agreement, the City shall not respond to any other requests for Police Services other than the specific Police Services set out above.
- (c) The parties acknowledge that there is an agreement between the City and Township regarding the provision of 911 Services. The provision of 911 Services is exclusive to this Agreement, and therefore the provision of Police Services as detailed herein does not cover 911 Services.
- (d) Pursuant to Section 6.1(2) of the Act, the Township may select a person to advise the Sault Ste. Marie Police Services Board with respect to objectives and priorities for police services in the Township and the Sault Ste. Marie Police Services Board shall be receptive and respond appropriately to the objectives and priorities of the Township.
- (e) The Township shall throughout the term of this Agreement appoint and maintain a person(s) to enforce the by-laws of the Township and the enforcement of such by-laws will be the exclusive jurisdiction of the Township and at cost to the Township exclusive to this Agreement. The Provision of Police Services in this Agreement does not include the enforcement of any Township By-laws.

3. COSTS

- (a) The Township shall pay the City for the Police Services provided under this Agreement in accordance with the Agreement.
- (b) The Township covenants and agrees to pay the City the total sum of One Hundred, Seventy Five (\$175,000.00) for the first year plus HST, for the provision of Police Services. Thereafter the amount will increase yearly in accordance with the CPI Ontario for the previous calendar year, commencing April 2021 and every April in the Term. The amount in the first year will be payable as follows:

The Township will pay the City the above amount in evenly disbursed monthly installments shown below inclusive of HST:

April	\$16,479.16
May	\$16,479.16
June	\$16,479.16
July	\$16,479.16
August	\$16,479.16
September	\$16,479.16
October	\$16,479.16
November	\$16,479.16
December	\$16,479.16
January	\$16,479.16
February	\$16,479.16
March	\$16,479.16

- (c) Special Duty officers provided by the City to the Township for an event located within the geographic confines of the Township will be provided **at a cost that is in addition to this Agreement** and the costs payable by the Township to the City shall be determined by the City in its sole discretion. The City shall promptly invoice the Township following the provision of any Special Duty Officers and thereafter the Township shall pay the City within thirty (30) days the amount so invoiced by the City.

4. **LIABILITY OF THE CITY AND THE SAULT STE. MARIE POLICE SERVICES BOARD**

The City and the Sault Ste. Marie Police Services Board shall be liable for any damages that may arise as a result of any intentional or negligent acts or omissions of its members in the performance of this Agreement.

5. **TERMINATION**

- (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least (90) days' written notice of its intention to terminate.
- (b) Unless terminated earlier or in accordance with Clause a, this Agreement shall terminate on March 31, 2025. If the Township wants to extend the Agreement beyond the said date, the Township shall give to the City ninety (90) days' written notice of its intention to renegotiate a new agreement. The extension of this Agreement (if any) is subject to the successful negotiations of the parties hereto following receipt of this notice and Council approval of both parties.

- (c) In the event the Township fails to make any payment as set out in Clause 3, the City may, at its option and upon thirty (30) days' written notice to the Township, terminate this Agreement.
- (d) Paragraphs 2-5 inclusive shall survive the termination or completion of this Agreement.

6. NOTICE

The City or the Township upon Termination shall provide written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

The City:

Chief of Police
Sault Ste. Marie Police Service
580 Second Line East, Sault Ste. Marie ON P6B 4K1

and to:

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

The Township:

The Clerk/Treasurer
The Corporation of the Township of Prince
3042 Second Line West, Sault Ste. Marie ON P6A 6K4

7. DISPUTE RESOLUTION MECHANISM

In the event a dispute arises between the parties regarding the interpretation, application, administration, or alleged violation of this Agreement, the parties agree that the following dispute resolution process shall be used:

- (a) A meeting must be held promptly between the parties, attended by the parties' respective Chief Administrative Officers regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- (b) If, within fourteen (14) days after such meeting, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to submit the dispute to mediation.

- (c) The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven (7) business days after the end of the negotiation period referred to in paragraph 2, the mediator shall be appointed by ADR Chambers based on a recommendation and process implemented by the Chief Executive Officer (or similar position) of the ADR Chambers, or such other organization or person agreed to by the parties in writing.
- (d) The parties agree to participate in good faith in a mediation session which must occur within thirty (30) days after the appointment of the mediator, or such further period agreed to by the parties in writing.
- (e) If the parties are unable to resolve all issues in dispute in the mediation, the parties agreed that the remaining issues in dispute must be determined by arbitration under the Arbitration Act, 1991, S.O. 1991, c. 17. The parties agree that the decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.

The parties agree to share equally the costs of the mediation and arbitration, which costs will not include costs incurred by a party for representation by counsel.

8. GENERAL PROVISIONS

- (a) This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.
- (b) This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.
- (c) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

- (d) This Agreement shall ensure the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the part of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

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

Mayor – Christian Provenzano

City Clerk – Rachel Tyczinski

**THE CORPORATION OF THE TOWNSHIP OF
PRINCE**



Mayor – Ken Lamming



Township Clerk – Peggy Greco

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2020-23

Being a by-law to authorize execution by the Mayor and Clerk of an agreement between Corporation of the City of Sault Ste. Marie and the Corporation of the Township of Prince regarding police protection services.

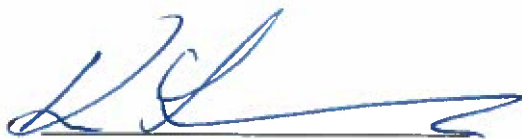
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal to an Agreement between the Corporation of the City of Sault Ste. Marie and the Corporation of the Township of Prince, which Agreement is attached hereto as Schedule "A".

2. SCHEDULE "A"

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

READ THREE TIMES AND PASSED in open Council this 12th day of May, 2020.



Mayor K. Lamming



Clerk P. Greco

Certified a True Copy
of the Original
Date: 13, May 2020

Municipal Clerk
Township of Prince

