



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

Monday, July 13, 2020

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	13 - 29
Mover Councillor L. Dufour Seconder Councillor R. Niro Resolved that the Minutes of the Regular Council Meeting of 2020 06 29 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
4. Approve Agenda as Presented	
Mover Councillor L. Vezeau-Allen Seconder Councillor M. Bruni Resolved that the Agenda for 2020 07 13 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Algoma Public Health – COVID-19 Update	
Dr. Jennifer Loo, Associate Medical Officer of Health/Director of Health Protection	
5.2 Pridefest Week	

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that all the items listed under date 2020 07 13 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Correspondence – Minister of Municipal Affairs 30 - 32

6.2 Tender for LED Lighting Upgrades – GFL Memorial Gardens 33 - 38

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2020 07 13 be received and that the tender for LED lighting upgrades in the arena bowl at GFL Memorial Gardens be awarded to S & T Electrical Contractors Limited at their low tendered price, meeting specifications, of \$228,000.00 plus HST, and that the City's consultant be authorized to issue the needed Letter of Intent for the project;

Further that an additional amount of up to \$28,000 from the Green Committee Reserve to fund this project be approved.

A by-law authorizing signature of the contract for this project will appear on a future Council Agenda.

6.3 Tender for Three Motor Graders 39 - 41

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2020 07 13 be received and that the tender for the purchase of three (3) graders c/w snow wings and front blades as required by Public Works and Engineering Services be awarded to Brandt Tractor Ltd. at their tendered price including maintenance agreement of \$455,579.24 plus HST, per unit, be approved;

Further be it resolved that the purchase be funded from an annual repayment from Public Works and Engineering Services Operations Hired Equipment Operating account of \$185,000 for the next 7-1/2 years.

6.4 Tender for Lease of Four Loaders 42 - 43

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2020 07 13 be received and that the tender for the lease of four (4) Articulated Front End Wheel Loaders as required by Public Works and Engineering Services be awarded to Toromont CAT at their tendered price including Maintenance Agreement and Extended Warranty of \$5,078.50 plus HST, per unit, for each periodic payment be approved.

6.5 Destination Marketing Strategy

44 - 45

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2020 07 13 be received and that acceptance of the proposal submitted by Doug & Partners Inc. for the provision of a Destination Marketing Strategy with fees of \$98,500.00 plus HST as outlined in the proposal as submitted, as required by Community Development and Enterprise Services be approved.

6.6 Property Tax Appeals

46 - 47

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Manager of Taxation dated 2020 07 13 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act*.

6.7 Carpenters Constitutional Challenge

48 - 49

A report of the Director of Human Resources is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Director of Human Resources dated 2020 07 13 be received and that an additional \$100,000 be approved to continue with the Constitutional Challenge (Carpenters); further that Mathews Dinsdale continue to represent the City in this process on a sole source basis.

- 6.8 Rainbow Crosswalk** 50 - 52
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- Mover Councillor L. Vezeau-Allen
Seconder Councillor R. Niro
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 07 13 concerning the installation of a rainbow crosswalk be received and that staff be authorized to proceed with the painting of a rainbow crosswalk on the southern portion of the intersection of Bay Street and East Street at a cost of \$13,300 plus HST to come from the uncommitted funding from the 2020 capital budget.
- 6.9 Norgoma Sale Agreement** 53 - 55
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- The relevant By-law 2020-140 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.10 COVID-19 Community Services Agreements and Permits** 56 - 64
- A report of the Director of Community Services is attached for the consideration of Council.
- The relevant By-law 2020-139 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.11 Transit Route Optimization Update Supporting the Northern Transfer Point** 65 - 77
- A report of the Director of Community Services is attached for the consideration of Council.
- Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that the report of the Director of Community Services dated 2020 07 13 concerning Transit Route Optimization Update Supporting the Northern Transport Point be received as information.
- 6.12 Seniors Community Grant Application** 78 - 83
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor L. Vezeau-Allen
Seconder Councillor R. Niro
Resolved that the report of the Manager of Recreation and Culture dated 2020

07 13 concerning Seniors Community Grant Application be received and that staff be authorized to apply to Ministry for Seniors and Accessibility – Seniors Community Grant Program.

6.13 Rental Housing Incentive Program Extension to 2022 84 - 87

A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Director of Planning and Enterprise Services dated 2020 07 13 concerning an extension of the Rental Housing Incentive Program be received and that Council authorize public notice for this matter to be heard on August 10, 2020.

6.14 DCIP – Financial Incentive Grant Applications – July 2020 88 - 94

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of the Senior Planner dated 2020 07 13 concerning Downtown Community Improvement Plan Financial Incentive applications be received and that the grant applications identified in the report be approved.

6.15 Economic Growth Incentive Program – Agawa Canyon Tour Train Building 95 - 97

A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Director of Planning and Enterprise Services dated 2020 07 13 concerning the Economic Growth Incentive Program be received and that Council approve a 100% municipal property tax increment rebate for the new Agawa Canyon Tour Train station project for three years.

6.16 Cycling Lanes Line Painting and Pavement Symbols Contract 98 - 101

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

Mover Councillor L. Dufour

Seconder Councillor R. Niro

Resolved that the report of Senior Planner dated 2020 07 13 concerning Cycling Lanes Line Painting and Pavement Symbols Contract be received and that the contract be awarded to Superior Asphalt; further that the Legal Department be requested to prepare an amendment to Traffic By-law 77-200.

- 6.17 Fleet Management Services Review – FCM Asset Management Funding** 102 - 103
- A report of the Director of Public Works is attached for the consideration of Council.
- Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that the report of the Director of Public Works dated 2020 07 13 be received and that staff be authorized to apply for a grant opportunity from the Federation of Canadian Municipalities Municipal Asset Management Program for the Fleet Management Services Review;
- Further that the municipality commits to conducting the activities in its proposed project submitted to the Federation of Canadian Municipalities Municipal Asset Management Program to advance its asset management program: complete a fleet management services review;
- Further that the municipality commits up to \$55,000 from its 2020 capital allocation for equipment through the Public Works Equipment Reserve toward the costs of this initiative.
- 6.18 Miscellaneous Paving – Contract 2020-9E** 104 - 105
- A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.
- The relevant By-law 2020-138 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.19 West End Sewage Treatment Plant Dechlorination System Retrofit** 106 - 107
- A report of the Land Development and Environmental Engineer is attached for the consideration of Council.
- The relevant By-law 2020-137 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 7. Reports of City Departments, Boards and Committees**
- 7.1 Administration**
- 7.2 Corporate Services**
- 7.3 Community Development and Enterprise Services**
- 7.4 Public Works and Engineering Services**
- 7.4.1 By-Law Enforcement Task Force** 108 - 120

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that the report of the Director of Engineering on behalf of the By-Law Enforcement Task Force dated 2020 07 13 be received and the recommendations that staff be authorized to proceed to:

- Map processes with anticipated timelines for: 1. Property Standards, 2. Yard Maintenance, 3. Sewer-Use, and 4. Drainage Agreements on title;
- Strike an ongoing task force (comprised of two members of Council, Building, Engineering, Legal and DSSAB staff with assistance from Police and Fire Services when required) to meet regularly to address repeat problems and regularly review processes for continuous improvement in expediting enforcement, and assemble an inventory of potential units for the DSSAB Affordable Home Ownership Pilot Program (task force to meet at least semi-annually);
- Amend Procurement By-law 2016-143 by raising the current \$2,500 threshold for low value purchases to \$5,000, and the current \$15,000 threshold for informal quotations to \$30,000, (amended by-law to follow at a future Council meeting for approval);
- Amend Property Standards By-law 2012-09 to enhance the regulation of vacant lands and buildings (amended by-law to follow at a future Council meeting for approval);
- Request an operating increase in the 2021 budget for a part-time by-law enforcement officer;
- Develop GIS applications for mapping and monitoring trends in the geographical components of enforcement;
- Develop more performance indicators to track successes and identify areas for improvement;
- Enhance complaint tracking system so that updates can be entered by the Legal Department as well as the Building Division to improve internal communications for all parties; and,
- Publish all process maps on the City web page to enhance external communications.

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 Finn Hill

121 - 122

Mover Councillor S. Hollingsworth

Seconder Councillor M. Shoemaker

Whereas Sault Ste. Marie and the surrounding area offers fantastic, all-season recreation for all ages from hiking, camping, biking, skiing and tobogganing to name a few; and

Whereas children need to remain active throughout the day and year as a means to interact with others, explore their outdoor environment, and gain exercise; and

Whereas our community has a popular tobogganing hill known as Finn Hill where families for generations have enjoyed sledding as a fun activity that has allowed kids to remain active in the winter; and

Whereas there may be a potential opportunity to improve Finn Hill by studying ideas that have been brought to the attention of the Mayor, Councillor Christian, Councillor Hilsinger, Councillor Hollingsworth, and Councillor Shoemaker by Master Charlie Lachapelle-Smith, 9 year old student and frequent sledder; and

Whereas the suggested ideas may complement the 2016-2020 Sault Ste. Marie Corporate Strategic Plan and FutureSSM goals, especially with regard to improving the quality of life for the families of our community; and

Whereas Council is open to hearing and discussing ideas that make sense;

Now Therefore Be It Resolved that staff be requested to review input received, and seek further input on potential improvements to Finn Hill, and that the recommended improvements be brought forward in a report to Council.

8.2 Canada/United States Border Closure

123 - 126

Mover Councillor C. Gardi

Seconder Councillor S. Hollingsworth

Whereas due to the COVID-19 pandemic Canada and the United States agreed to close their shared border on March 21, 2020 and that closure, with exceptions, has been extended to July 21, 2020; and

Whereas Canada has managed to slow the spread of COVID-19 across the country including our own community of Sault Ste. Marie and District of Algoma; and

Whereas the United States has not slowed the spread of COVID-19 and cases continue to grow in the United States at a much more significant rate than Canada; and

Whereas Canadians across the country including here in Sault Ste. Marie have made and continue to make many sacrifices to slow the spread of COVID-19 and minimize the risk to each other and our larger community; and

Whereas Mayor Provenzano has been working with his border city mayoral colleagues across Ontario to advocate for and support the continued closure of the Canada/United States border with the current terms and conditions;

Now Therefore Be It Resolved that this resolution shall serve to support the Federal Government's decision to close the Canada/US border and to request that the Federal Government maintain its current position until the risk of the COVID-19 travelling into Canada from the United States is minimized and there is objective data that indicates the growth and spread of the COVID-19 virus across the United States has slowed dramatically and is at a minimum consistent with the growth and spread of the virus in Canada;

Further Be It Resolved that this resolution shall serve to support the work that Mayor Provenzano has undertaken with his mayoral colleagues across Ontario and encourages that work to continue until Council directs otherwise.

8.3 Chamber of Commerce – Property Tax

127 - 130

Mover Councillor S. Hollingsworth

Seconder Councillor M. Bruni

Whereas the Sault Ste. Marie Chamber of Commerce and the Burlington Chamber of Commerce have drafted a policy resolution that is supported by numerous other Chambers and Boards of Trade across the province; and

Whereas the resolution has been submitted to the Ontario Chamber of Commerce to form part of its ongoing advocacy agenda for 2020; and

Whereas it is recognized that community-based economic prosperity comes from the retention and expansion of businesses that exist in the community and provide future job opportunities by investing in and expanding their market opportunities; and

Whereas the City of Sault Ste. Marie passed a Long Term Tax Policy on November 21, 2016 and a Long Term Tax Policy Review on March 19, 2018 to address the tax ratios between the residential, commercial and industrial tax classes; and

Whereas the Sault Ste. Marie Industrial Tax Class has been subject to significant property valuations shifts affecting the allocation, collection and shift of burden within the Industrial Class that has had a detrimental effect on the Industrial Tax Class; and

Whereas it has been identified that the existing tax tools available to municipalities do not provide enough targeted relief to specific areas/types of properties to assist in mitigating localized tax impact resulting from significant reassessment valuations;

Therefore Be It Resolved that, Sault Ste. Marie City Council endorses the policy resolution submitted to the Ontario Chamber of Commerce which urges the Government of Ontario to:

- Honour its 2019 Budget Commitment to ensure a modern and competitive property tax system and to develop an action plan to respect Ontario's property taxpayers based on meaningful and thoughtful consultation and collaboration with affected stakeholders including: residents, business, industry, municipalities, and subject matter experts; and
- Consider providing new revenue and/or property tax mitigation tools and flexibility to municipalities in order to manage property tax burdens in a fair and equitable manner, address new economic paradigms, and to target relief to business property owners/tenants in response to local tax policy priorities and objectives; and
- Address the significant disparity between residential and non-residential property tax rates for education tax purposes;

Further that a copy of this resolution be sent to the Minister of Energy Northern Development and Mines Greg Rickford, Minister of Finance, Rod Phillips, Minister of Municipal Affairs and Housing Steve Clark, Northern Municipal Association, Association of Municipalities of Ontario, the Federation of Canadian Municipalities, the Members of Provincial Parliament for Sault Ste. Marie, the Cities of Timmins, Thunder Bay, Sudbury and North Bay.

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date 2020 07 13 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 2020-137 (Agreement) AECOM Canada Ltd. West End Treatment Plant Dechlorination System

131 - 154

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-137 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the West End Sewage Treatment Plant Dechlorination System Retrofit be passed in open Council this 13th day of July, 2020.

11.1.2 By-law 2020-138 (Agreement) Miscellaneous Paving Contract (Contract 2020-9E) 155 - 157

A report from the Manager of Design and Transportation Engineering is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-138 being a by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for the Miscellaneous Paving Contract (Contract 2020-9E) be passed in open Council this 13th day of July, 2020.

11.1.3 By-law 2020-139 (Agreements and Signing Authority) COVID Delegation 158 - 193

A report from the Director of Community Services is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-139 being a by-law to approve the standard form Amending Agreement for Tier 1 Users of City Facilities and the Licence to Occupy City Property Agreement and delegate to the Assistant City Solicitor/Senior Litigation Council or his/her delegate signing authority to execute same on behalf of the City of Sault Ste. Marie ("City"); to approve the standard form Standard Terms and Conditions City of Sault Ste. Marie Outdoor Facility Contract and delegate to the Manager of Recreation & Culture or his/her delegate signing authority to execute same on behalf of the City; to approve the standard form Facility Use Agreement and delegate to the Director of Community Services or his/her delegate signing authority to execute same on behalf of the City; and to approve the standard form Licence to Occupy City Property Agreement (Community Events) and delegate to the Deputy CAO – Community Development & Enterprise Services or his/her delegate signing authority to execute same on behalf of the City, all for the purpose of adding necessary COVID-19 language to each agreement be passed in open Council this 13th day of July, 2020.

11.1.4 By-law 2020-140 (Agreement) Norgoma Asset Purchase Agreement (Tobermory Real Estate Investors Inc.) 194 - 203

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2020-140 being a by-law to authorize the execution of the Agreement between the City and Tobermory Real Estate Investors Inc. for the sale of the M.S. Norgoma to Tobermory Real Estate Investors Inc. of Tobermory, ON be passed in open Council this 13th day of July, 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 L. Dufour

Seconder Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss:

- a proposed acquisition or disposition of land; and
- a matter 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.

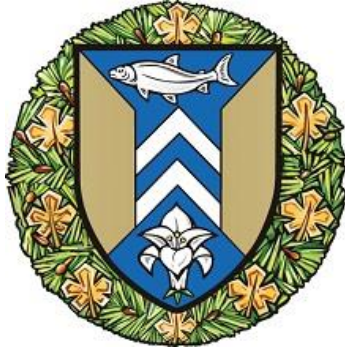
Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; and section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

14. Adjournment

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, June 29, 2020
4:30 pm
Council Chambers
Civic Centre
by video conference

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, D. McConnell, D. Elliott, M. Borowicz-Sibenik, P. Milosevich, M. Zuppa, T. Vecchio, B. Lamming, R. Clayton

1. Adoption of Minutes

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of 2020 06 08 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 – PUC Group of Companies – Report to Shareholder 2019

PUC is a client of law firm.

3.2 Councillor M. Shoemaker – Huron Street – Machine Shop Hub Trail Spoke (Part 2)

Party to agreement is a client of law firm.

3.3 Councillor M. Shoemaker – Steelton Seniors Centre – Sale of Property

DSSAB is a client of law firm regarding transaction.

3.4 Councillor M. Shoemaker – By-law 2020-128 (Agreement) Huron Street Hub Trail Spoke

Party to agreement is a client of law firm.

3.5 Councillor M. Shoemaker – By-law 2020-131 (Property Sale) 235 Wellington Street West

DSSAB is a client of law firm regarding transaction.

3.6 Councillor R. Niro – Partnership with Sault YMCA for Day Camp Services

Daughter is employed by Sault YMCA.

4. Approve Agenda as Presented

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the Agenda for 2020 06 29 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 PUC Group of Companies – Report to Shareholder 2019

J. Boniferro, Chair and R. Brewer, President and CEO of PUC attended by videoconference.

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that all the items listed under date 2020 06 29 – Agenda item 6 – Consent Agenda save and except Agenda item 6.9 be approved as recommended.

Carried

6.1 Finance Committee – 2021 Budget Schedule

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 06 29 concerning 2021 Budget be received and that the 2021 Budget Schedule be approved.

Carried

6.2 RFP – Engineering Services – Structural Inspections – GFL Memorial Gardens

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

The relevant By-law 2020-132 is listed under item 11 of the Minutes.

6.3 RFP – Credit Rating Services

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

The relevant By-law 2020-126 is listed under item 11 of the Minutes.

6.4 Pregnancy and Parental Leave for Members of Council

The report of the Director of Human Resources was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Human Resources dated 2020 06 29 concerning Pregnancy and Parental Leave for Members of Council be received and that the attached policy be adopted.

Carried

6.5 Delegated Authority for Economic Development and Tourism Activities

The relevant By-law 2020-118 is listed under item 11 of the Minutes.

6.6 Emergency Support Fund for Heritage Organizations – Museums Assistance Program

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Curator, Ermatinger Clergue National Historic Site dated 2020 06 29 be received and that Council authorize the application to the Canadian Heritage, Museums Assistance Program for the COVID 19 Emergency Support Fund.

Carried

6.7 Heritage Property Tax Rebate Program – 238 Queen Street East

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Recreation and Culture dated 2020 06 29 concerning Heritage Property Tax Rebate Program be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that 238 Queen Street East be enrolled in the Heritage Property Tax Rebate Program be approved.

Carried

6.8 Dennis Street Terminal Relocation

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Community Services dated 2020 06 29 concerning Dennis Street Terminal Relocation be received and that a consultant be retained to administer a public consultation once City facilities are reopened.

Should a public open house not occur by August 31, 2020 due to COVID-19 restrictions, staff may conduct consultation using a digital option following the Environmental Assessment process.

Carried

6.10 On Demand Transit Service Pilot Update

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

The relevant By-law 2020-124 is listed under item 11 of the Minutes.

6.11 ESDC Enabling Accessibility Fund – Grant Application 2020

The report of the Accessibility Coordinator was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Accessibility Coordinator dated 2020 06 29 concerning Enabling Accessibility Fund – Grant Application be received and that staff be authorized to apply to the Employment and Social Development Canada – Enabling Accessibility Fund to make the necessary improvements to the existing ramp which will remove this recognized barrier to access to the Civic Centre.

Carried

6.12 Municipal Law Enforcement Officers

The report of the Manager of Transit and Parking was received by Council.

The By-law relevant By-law 2020-127 is listed under item 11 of the Minutes.

6.13 Contract 2020-8E – Trunk Road Resurfacing

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

The relevant by-law authorizing execution of the contract is listed under item 11 of the Minutes.

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 06 29 concerning the resurfacing of Trunk Road be received and that scope of work be extended to include a total project limit from the east City limit to South Market Street through a non-competitive purchase of the additional amounts in the tender quantities under section 22(3)(f) of the procurement by-law; and that Contract 2020-8E be awarded to Pioneer Construction Incorporated.

Carried

6.14 Curb and Sidewalk Program – 2020

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Public Works dated 2020 06 29 concerning 2020 Curb and Sidewalk Program be received as information.

Carried

6.15 Steelton Seniors Centre – Sale of Property

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

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

The relevant By-laws 2020-130 and 2020-131 are listed under item 11 of the Minutes.

6.16 Huron Street – Machine Shop Hub Trail Spoke (Part 2)

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

The report of the Director of Planning and Enterprise Services was received by Council.

The relevant By-law 2020-128 is listed under item 11 of the Minutes.

6.9 Partnership with Sault YMCA for Day Camp Services

Councillor R. Niro declared a conflict on this item. (Daughter is employed by Sault YMCA.)

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Community Services dated 2020 06 29 concerning Partnership with Sault YMCA for Day Camp Services be received and that rental and labour fees in the amount of \$38,432 for the use of the Northern Community Centre and John Rhodes Centre by the YMCA be waived.

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	conflicted			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	0	Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.1.1 COVID-19 Update – Stage 2 Re-opening

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

The relevant By-laws 2020-135 and 2020-136 are listed under item 11 of the Minutes.

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 PUC Shareholder Meeting

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc. and PUC Services Inc.; and

Further Be It Resolved that City Council appoints Mayor Christian Provenzano as Council's proxy to vote on the resolutions of the shareholder of PUC Inc. and PUC Services Inc.

Carried

7.8.1.1 PUC Inc. and PUC Services Inc. Shareholder Resolutions

Resolution of the Shareholder of PUC Inc.

Financial Statements

Be It Resolved That the financial statements of PUC Inc. (the Corporation) for the fiscal year ended on December 31st, 2019, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

Be It Resolved That the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

Resolution of the Shareholder of PUC Services Inc.

Financial Statements

Be It Resolved That the financial statements of PUC Services Inc. (the Corporation) for the fiscal year ended on December 31st, 2019, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

Be It Resolved That the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

7.8.1.2 2019 Sustainability Report

7.8.1.3 2019 Financial Statements

7.8.2 Sault Ste. Marie Community Theatre Centre Board Appointments

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that Mike Butler, Norman Fera, and Brian Wilson be appointed to the Community Theatre Centre Board effective June 29, 2020 to June 17, 2022.

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

Carried

7.8.3 Fence Viewers Committee Appointment

The relevant By-law 2020-134 is listed under item 11 of the Minutes.

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 P. Christian

Seconded by: Councillor M. Scott

Resolved that all By-laws under item 11 of the Agenda under date 2020 06 29 save and except By-laws 2020-128 and 2020-131 be approved.

Carried

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

11.1.1 By-law 2020-118 (Agreements) Economic Development and Tourism Delegated Authority

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-118 being a by-law to approve the standard forms of Agreements; and further delegate to the Director of Tourism and Community Development and the Director of Economic Development, or her/his delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie be passed in open Council this 29th day of June, 2020.

Carried

11.1.2 By-law 2020-124 (Agreement) On Demand Transit Extension

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-124 being a by-law to authorize the execution of the Agreement between the City and Via Mobility LLC to continue with a two (2) year extension of service supported by the Agreement approved by Council on July 15, 2019 be passed in open Council this 29th day of June, 2020.

Carried

11.1.3 By-law 2020-125 (Street Assumption) 183 Chambers Avenue

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-125 being a by-law to assume for public use and establish as a public street the portion of Chambers Avenue described as PIN 31495-0170 (LT) 1 FT RESERVE PL H493 RANKIN LOCATION AS IN T62138 (FIRSTLY & SEVENTHLY) W OF SOUTH MARKET ST; SAULT STE. MARIE be passed in open Council this 29th day of June, 2020.

Carried

11.1.4 By-law 2020-126 (Agreement) S & P Global Canada Corp. Credit Rating Services

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-126 being a by-law to authorize the execution of the Engagement Letter Agreement between the City and S&P Global Canada Corp. for the provision of Credit Rating Services as required by the Finance Department-Corporate Services for the five (5)

year period commencing June 2020 (with the option for up to three (3) additional years by mutual agreement) be passed in open Council this 29th day of June, 2020.

Carried

11.1.5 By-law 2020-127 (Parking) Municipal By-law Officers

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-127 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 29th day of June, 2020.

Carried

11.1.7 By-law 2020-129 (Agreement) PUC Huron Street Welcome Sign

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-129 being a by-law to authorize the execution of the Agreement between the City and PUC Distribution Inc. for the use of property at the northeast corner of Huron Street and Queen Street West for a local community park area and welcome sign be passed in open Council this 29th day of June, 2020.

Carried

11.1.8 By-law 2020-130 (Property Sale) 272 Wellington Street West

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-130 being a by-law to declare the City owned property legally described as PIN 31572-0102(LT) LT 183-184 BLK 5 PL402 KORAH; SAULT STE. MARIE, being civic 272 Wellington Street West (Parking Lot) as surplus to the City's needs and to authorize the disposition of the said property to the District of Sault Ste. Marie Social Services Administration Board or as otherwise directed be passed in open Council this 29th day of June, 2020.

Carried

11.1.10 By-law 2020-132 (Agreement) GFL Memorial Gardens Structural Inspections

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-132 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for the provision of Structural Inspections and Rigging Reviews for the GFL Memorial Gardens and the Memorial Tower be passed in open Council this 29th day of June, 2020.

Carried

11.1.11 By-law 2020-133 (Agreement) Trunk Road Resurfacing

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-133 being a by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the Trunk Road Resurfacing (Contract 2020-8E) be passed in open Council this 29th day of June, 2020.

Carried

11.1.12 By-law 2020-134 (Appointment) Amend By-law 2019-12 Local Boards Committee

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-134 being a by-law to amend By-law 2019-12 a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be passed in open Council this 29th day of June, 2020.

Carried

11.1.13 By-law 2020-135 (Taxation) Waiving Interest on Municipal Accommodation Tax

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-135 being a by-law to amend the Municipal Accommodation Tax By-law 2018-218 by waiving the penalty and interest provisions for remittance of the Municipal Accommodation Tax until August 31, 2020 be passed in open Council this 29th day of June, 2020.

Carried

11.1.14 By-law 2020-136 (Finance) Waiving Interest on Accounts Receivable

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-136 being a by-law to amend User Fees By-law 2019-222 (Schedule "F") by waiving the interest on accounts receivable until August 31, 2020, be passed in open Council this 29th day of June, 2020.

Carried

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

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

11.3.1 By-law 2017-248 (Lane/Street Closing and Conveyance) Part Hudson Street

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2017-248 being a by-law to stop up, close and authorize the conveyance of a portion of a lane in the Hudson Bay Subdivision, PIN 31576-0010 (LT) PT LANE PL 4175 ST. MARY'S BEING PT 1 1R13643 SAULT STE. MARIE and part of Hudson Street, Town Plot of St. Mary's, PART PIN 31576-0329 (LT) PT HUDSON STREET PL TOWN PLOT OF ST. MARY'S BEING PART 2 1R13643; SAULT STE. MARIE be read a THIRD time in open Council and passed this 29th day of June, 2020.

Carried

11. Consideration and Passing of By-laws

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

11.1.6 By-law 2020-128 (Agreement) Huron Street Hub Trail Spoke

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-128 being a by-law to authorize the execution of the Agreement between the City and 1188004 Ontario Inc. (Tony Porco) to complete the Hub Trail spoke from Canal Drive to Huron Street be passed in open Council this 29th day of June, 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	conflicted		
Councillor M. Bruni	X		
Councillor R. Niro	X		

Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	0

Carried

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

11.1.1 By-law 2020-118 (Agreements) Economic Development and Tourism Delegated Authority

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-118 being a by-law to approve the standard forms of Agreements; and further delegate to the Director of Tourism and Community Development and the Director of Economic Development, or her/his delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie be passed in open Council this 29th day of June, 2020.

Carried

11.1.2 By-law 2020-124 (Agreement) On Demand Transit Extension

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-124 being a by-law to authorize the execution of the Agreement between the City and Via Mobility LLC to continue with a two (2) year extension of service supported by the Agreement approved by Council on July 15, 2019 be passed in open Council this 29th day of June, 2020.

Carried

11.1.3 By-law 2020-125 (Street Assumption) 183 Chambers Avenue

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-125 being a by-law to assume for public use and establish as a public street the portion of Chambers Avenue described as PIN 31495-0170 (LT) 1 FT RESERVE PL H493 RANKIN LOCATION AS IN T62138 (FIRSTLY & SEVENTHLY) W OF SOUTH MARKET ST; SAULT STE. MARIE be passed in open Council this 29th day of June, 2020.

Carried

11.1.4 By-law 2020-126 (Agreement) S & P Global Canada Corp. Credit Rating Services

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-126 being a by-law to authorize the execution of the Engagement Letter Agreement between the City and S&P Global Canada Corp. for the provision of Credit Rating Services as required by the Finance Department-Corporate Services for the five (5) year period commencing June 2020 (with the option for up to three (3) additional years by mutual agreement) be passed in open Council this 29th day of June, 2020.

Carried

11.1.5 By-law 2020-127 (Parking) Municipal By-law Officers

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-127 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 29th day of June, 2020.

Carried

11.1.7 By-law 2020-129 (Agreement) PUC Huron Street Welcome Sign

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-129 being a by-law to authorize the execution of the Agreement between the City and PUC Distribution Inc. for the use of property at the northeast corner of Huron Street and Queen Street West for a local community park area and welcome sign be passed in open Council this 29th day of June, 2020.

Carried

11.1.8 By-law 2020-130 (Property Sale) 272 Wellington Street West

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-130 being a by-law to declare the City owned property legally described as PIN 31572-0102(LT) LT 183-184 BLK 5 PL402 KORAH; SAULT STE. MARIE, being civic 272 Wellington Street West (Parking Lot) as surplus to the City's needs and to authorize the disposition of the said property to the District of Sault Ste. Marie Social Services Administration Board or as otherwise directed be passed in open Council this 29th day of June, 2020.

Carried

11.1.10 By-law 2020-132 (Agreement) GFL Memorial Gardens Structural Inspections

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-132 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for the provision of Structural Inspections and Rigging Reviews for the GFL Memorial Gardens and the Memorial Tower be passed in open Council this 29th day of June, 2020.

Carried

11.1.11 By-law 2020-133 (Agreement) Trunk Road Resurfacing

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-133 being a by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the Trunk Road Resurfacing (Contract 2020-8E) be passed in open Council this 29th day of June, 2020.

Carried

11.1.12 By-law 2020-134 (Appointment) Amend By-law 2019-12 Local Boards Committee

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-134 being a by-law to amend By-law 2019-12 a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be passed in open Council this 29th day of June, 2020.

Carried

11.1.13 By-law 2020-135 (Taxation) Waiving Interest on Municipal Accommodation Tax

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-135 being a by-law to amend the Municipal Accommodation Tax By-law 2018-218 by waiving the penalty and interest provisions for remittance of the Municipal Accommodation Tax until August 31, 2020 be passed in open Council this 29th day of June, 2020.

Carried

11.1.14 By-law 2020-136 (Finance) Waiving Interest on Accounts Receivable

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-136 being a by-law to amend User Fees By-law 2019-222 (Schedule "F") by waiving the interest on accounts receivable until August 31, 2020, be passed in open Council this 29th day of June, 2020.

Carried

11.1.9 By-law 2020-131 (Property Sale) 235 Wellington Street West

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that By-law 2020-131 being a by-law to authorize the sale of surplus property being civic 235 Wellington Street West, legally described in 31572-0051 (LT) to the District of Sault Ste. Marie Social Services Administration Board be passed in open Council this 29th day of June, 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	conflicted		
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 S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

**Ministry of Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17e étage
Toronto ON M7A 2J3
Tél.: 416 585-7000



234-2020-2680

July 8, 2020

Dear Head of Council:

The COVID-19 outbreak has touched everyone in the province, creating personal and financial hardship, and resulting in losses far greater than anyone could have imagined. We are making steady progress in the safe reopening of the province, and we acknowledge and celebrate those who went above and beyond through this crisis.

I am writing to inform you that on July 8, 2020, our government introduced the COVID-19 Economic Recovery Act, 2020, to help get Ontario back on track. Our proposed bill will address three critical needs Ontario faces: restarting jobs and development; strengthening communities; and creating opportunity for people.

Our government recognizes the key role that municipalities play in restarting the economy, and that their efficient functioning and economic sustainability is critical to Ontario's future success. We are also continuing to negotiate with our federal partners to ensure communities across Ontario receive the urgent financial support they need. We know that municipalities require fair and flexible investment to protect front line services and help restart the economy.

This bill includes proposals that will enable municipal councils and local boards to meet electronically on a permanent basis and allow municipal councils to decide if they wish to have proxy voting for their members. Our government also proposes to finalize the community benefits charges framework; enhance the Minister of Municipal Affairs and Housing's existing zoning order authority to provide more certainty when fast tracking the development of transit oriented communities; make it faster to update and harmonize the Building Code so that we can break down interprovincial trade barriers, and permanently establish the office of the Provincial Land and Development Facilitator to help solve complex land use issues. We are also working on optimizing provincial lands and other key provincial strategic development projects that will help facilitate economic recovery efforts.

My ministry will be hosting a technical information briefing on the proposed community benefits charges framework, including proposed changes to development charges and parkland dedication, so that municipal staff can gain a better understanding of the proposal. The technical briefing will take place in the near future and invitations from the Assistant Deputy Minister of Local Government and Planning Policy Division to municipal Chief Administrative Officers, Treasurers and Chief Planners will be forthcoming.

.../2

In addition to initiatives that I have outlined above from my ministry, there are several other proposals included in our proposed legislation that will support your communities. Changes proposed will modernize our outdated environmental assessment framework, provide more local say on future landfill sites, and ensure strong environmental oversight, while supporting faster build-out of vital transport and transit infrastructure projects to support our economy. Municipally-run courts will be able to use technology to deliver services remotely and we are also moving to fill justice of the peace vacancies faster and more transparently.

We will be extending the validity period of unused marriage licences and protecting the province's most vulnerable consumers who rely on payday loans, by proposing limits on related interest rates and fees.

Also proposed is the reduction of regulatory burdens on farming while preserving the environmental rules that will support this vital part of our economy. Businesses will be able to count on clear, focused and effective rules that do not compromise people's health, safety or the environment through our changes that continue to focus on cutting red tape. At the same time, our changes will allow health and safety standards to be updated more quickly to ensure worker safety in a changing economy.

As the province continues to reopen and the economy recovers, it's more critical than ever to position Ontario as a top-tier destination for investment, domestic growth, and job creation. A key measure to support this objective is the creation of a new investment attraction agency, Invest Ontario, that will promote the province as a key investment destination and work closely with regional partners to coordinate business development activities.

Our proposed changes will also help our communities respond in part to the challenges that this outbreak has brought to our education system. Changes proposed would allow school boards to select the best candidates for director of education for their respective communities. We will also reduce red tape that is preventing access to school for some First Nation students and by limiting unproductive suspensions for our very youngest students. Students with severe learning disabilities will have an opportunity to complete their studies in the upcoming school year and by broadening the mandates of TVO and TFO, our broadcasters will be able to support students' learning needs better during these challenging times.

Through this proposed legislation, we will take the first step towards a strong restart and recovery. More information on our proposals can be found on the Legislative Assembly of Ontario's [website](#).

Our greatest challenges lie ahead of us, and we know we cannot overcome them alone. It's time for everyone to play a role in rebuilding Ontario together. We will ensure no community or region is left behind. Every community must recover if all of Ontario is to grow and prosper again.

.../3

Head of Council
Page 3

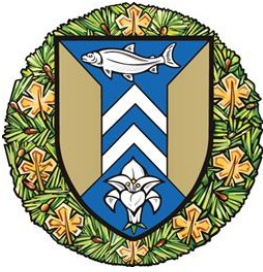
Municipalities are encouraged to continue to review our Government's Emergency Information webpage at: [Ontario.ca/alert](https://ontario.ca/alert). I thank you for your continued support and collaboration in these challenging times.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark". The signature is fluid and cursive, with the first name "Steve" and last name "Clark" clearly distinguishable.

Steve Clark
Minister of Municipal Affairs and Housing

c: Chief Administrative Officers
Municipal Clerks
Kate Manson-Smith, Deputy Minister of Municipal Affairs and Housing
Brian Rosborough, Executive Director, Association of Municipalities of Ontario



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

COUNCIL REPORT

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for LED Lighting Upgrades – GFL Memorial Gardens

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for LED Lighting Upgrades in the arena bowl at the GFL Memorial Gardens, as required by the Arenas Division of Community Development and Enterprise Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. Tenders closed on June 22, 2020.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, N-Sci Technologies Inc. (Robert Reid), and the Director of Community Services. Mr. Reid's report concerning the tenders received is attached for your reference.

FINANCIAL IMPLICATIONS

The low tendered price, meeting specifications and after applying value engineering measures, as recommended by the City's Consultant, is \$228,000; HST being fully rebatable. In addition, a rebate in the amount of 10% of the contract value is anticipated from the IESO saveONenergy Program.

Funding in the amount of \$200,000 for the Project was approved during 2020 Budget deliberations by City Council - \$125,000 from Green Committee Reserve and \$75,000 from the GFL Memorial Gardens Capital Reserve.

There remains sufficient funding in the Green Committee Reserve to cover the additional \$28,000 required.

STRATEGIC PLAN / POLICY IMPACT

Upgrades of Existing Infrastructure are included in the Infrastructure focus area of the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 07 13 be received and the recommendation that the tender for LED Lighting Upgrades in the arena bowl at the GFL Memorial Gardens be awarded to S & T Electrical Contractors Limited, at their low tendered price, meeting specifications, of \$228,000.00 plus HST, and that the City's Consultant be authorized to issue the needed Letter of Intent for the Project, be approved.

Further that Council approve an additional amount of up to \$28,000 from the Green Committee Reserve to fund this Project.

A By-law authorizing signature of the Contract for this project will appear on a future Council Agenda.

Respectfully submitted,



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

2 July 2020

Attn.: T. Gowans, Manager of Purchasing
CITY OF SAULT STE. MARIE
99 Foster Drive,
Sault Ste. Marie, ON P6A 5X6

by email: t.gowans@cityssm.on.ca

Re: 2020CDE-AR-04-T
LED Lighting Upgrade - GFL Memorial Gardens
Report – Summary of Tenders

Dear Tim:

The following outlines the Summary of Tenders report resulting from the responses to RFT 2020CCDE-AR-04-T.

GENERAL INFORMATION

This RFT was issued on May 12th, 2020 with an original submission date of June 10th, 2020. After multiple requests from potential bidders to extend the due date, primarily due to COVID-19 impacts on their ability to respond, the City of Sault Ste. Marie agreed to an extension to June 22nd, 2020.

The following Companies attended site visits during the tender period and were eligible to provide a response to the RFT:

1. Lighting U Up - Wednesday, May 27, 2020
2. S&T Group - Wednesday, May 27, 2020
3. Permanent Electric - Wednesday, May 27, 2020
4. First General/DT Electrical - Wednesday, May 27, 2020
5. Red Star Electric - Friday, June 5, 2020
6. Tombardi Electric - Friday, June 5, 2020

Three Addendums were provided during the RFT period:

- #1 - Announcing the extension to the due date
- #2 - Answers for questions submitted by potential bidders
- #3 - Further answers to questions submitted by potential bidders

The budget for this project was set at \$200,000 plus HST

RFT SUBMISSIONS

There was only one qualified submission received and opened by the City of Sault Ste. Marie on June 22nd, 2020.

The qualified tender response was submitted by S&T Group with a base bid and an alternative bid.

Item (all prices excluding HST)	Main Bid	Alternative Bid
Base Bid	\$309,084.00	\$228,384.00
Adder#1 – Full Lighting Controls Upgrade	\$100,626.00	\$100,626.00
Adder #2 – Alternative Lighting Controls Upgrade	\$14,060.00	\$14,060.00
Adder #3 – Colour Lights	\$61,773.00	\$61,773.00

All of the conditions of the tender response were satisfied by the S&T Group submission including bonding, site visit acknowledgment and addenda acknowledgement.

A meeting was held on June 30th, 2020 to discuss value engineering options to determine if the bid prices could be lowered to align with the City's budget for this project. The discussion focused on the Alternative Bid option and the Adder #2 – Controls.

On July 1st, S&T Group notified N-Sci Technologies that after consideration of the value engineering discussion they were prepared to provide the following revised price:

Item	Price
QMJHL Lighting Standard = Base Bid + Lighting Controls Adder #2	\$242,444.00
Price Reduction	<u>(\$14,444.00)</u>
Grand Total	\$228,000.00

DISCUSSION OF ALTERNATIVES

1. Base Bid – The Base Bid met the technical requirements outlined in the RFT. However, the pricing was 50% over the budgeted amount before considering any of the Adders so, this option was abandoned.
2. Alternative Bid – The Alternative Bid option provided a revised design that met the published QMJHL standards. This option removes lighting fixtures that would provide horizontal illumination and based on the seating arrangements and the lower mounting height of the facility, could provide glare to opposing seating. In all cases, this option will provide significantly improved light levels and user experiences over the system that is in place today.
3. OHL vs NHL vs QMJHL – During the development of this RFT numerous efforts were made to research the lighting standards of the NHL, CHL, OHL and QMJHL. While general standards are in place for each league only the QMJHL has a published standard. Therefore, the ability to provide

a good quality lighting level that is compatible with the various contemplated uses of the GFL Memorial Gardens was the main technical consideration used to review the tender response.

4. Other Venues – The following OHL venues are currently using the same lighting technology outlined in the Alternative Bid design:
 - a. Leon's Center - Kingston
 - b. WFCU Centre - Windsor
 - c. Meridian Center – St. Catherine's
 - d. Paramount Find Foods Centre - Mississauga

There is sufficient evidence from other arenas of similar size and usage that the Alternative Bid will provide excellent lighting and value for the contemplated uses at the GFL Memorial Gardens.

5. Adder #1 – Lighting Control Upgrades (Hard Wired): This option would require replacing all of the existing lighting panels with new panels that are compatible with the new LED lighting system. This level of replacement is not required at this time and represented a 50% adder to the project budget, so this was not considered a viable option.
6. Adder #2 – Lighting Control Upgrades (Wireless): The current lighting control system is not supported by the manufacturer and failure of the existing system would be a major operations issue as the lighting could not be switched. Therefore, the addition of a more advanced control system in conjunction with the new lighting retrofit should be considered. This Adder is approximately 6% of the project cost and will provide excellent benefits for a relatively minor increase in cost. This option will allow for further energy savings by dimming the lighting when full illuminance is not required (e.g. during minor hockey play).
7. Adder #3 – Colour Lights: After discussion with City staff it was determined that there as no need for this option at this time. This feature can always be added at a later date should funding become available.

ADDITIONAL BENEFITS

The IESO saveONenergy for Business program provides incentives to businesses to pursue energy management projects. In this case, converting to LED lighting will provide a significant energy reduction for the GFL Memorial Gardens.

The incentive calculation is still being completed for the alternative option but should be approximately 10% of the value of the contract. This is a one-time payment from the IESO. The saveONenergy Program is third-party administered by the IESO and is subject to change. Available incentives will be confirmed during the saveONenergy Pre-Approval process.

The energy savings calculation is still being completed for the alternative option but should be approximately 12% of the value of the contract. This is an annual savings and could be higher based on the actual use case of the facility.

The addition of the wireless controls package will provide a backup option to the existing lighting controls for the remainder of the building. The existing system is not supported by the manufacturer and should it fail the new LED system controls will be able to add the remainder of the building lighting for a minimal cost.

RECOMMENDATION

After reviewing the tender response and the revised pricing, it is the recommendation of N-Sci Technologies Inc. to proceed with the revised Alternative Bid option with a price of \$228,000.00.

CLOSING

Please let me know if the project is approved to move forward and we will prepare a Letter of Intent to allow the Contractor to mobilize for the project.

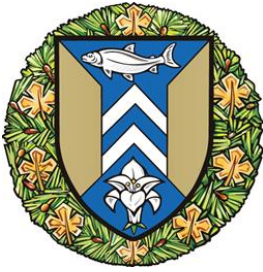
Please do not hesitate to contact me should you have any questions or require clarifications. I can be reached by telephone at (705) 949-1033 x.201 or by e-mail at rreid@nsci.ca.

Sincerely,

A handwritten signature in black ink that reads "Robert Reid". The signature is written in a cursive, slightly slanted style.

Robert W. Reid, P.Eng. MBA
President & CEO

CC: B. Lamming (SSM), Project File 104-4T



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

COUNCIL REPORT

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Three (3) Motor Graders

PURPOSE

Attached hereto for Council's information and consideration is a summary of the tenders received for the supply and delivery of Three (3) Graders c/w Snow Wings and Front Blades required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. The closing date for submission of tenders was June 30, 2020.

ANALYSIS

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

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

These three graders have historically been leased for an approximately 5-year period and funded through PWES' Operations Hired Equipment budget. However, analysis of the tenders has indicated that the purchase option is more beneficial to the City over the useful life of the assets both financially and operationally. The City presently owns two graders which remain in service after ten and eleven years. Use of purchased equipment is also not constrained by allowed hours under the terms of the lease. Unlimited hours available allows for use of the graders for maintenance of gravel roadways and other uses outside of the Winter Control Season.

FINANCIAL IMPLICATIONS

The total purchase price for three (3) motor graders including maintenance agreements and the nonrebatable portion of the HST will be approximately \$1,390,793.

This will be funded from an annual repayment from PWES' Operations Hired Equipment Operating account of \$185,000 for the next 7-1/2 years.

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 07 13 be received, and the recommendation that the tender for the Purchase of Three (3) Graders c/w Snow Wings and Front Blades, as required by Public Works and Engineering Services, be awarded to Brandt Tractor Ltd. at their tendered price including Maintenance Agreement of \$455,579.24 plus HST, per unit, be approved.

Further be it resolved that the purchase be funded from an annual repayment from PWES' Operations Hired Equipment Operating account of \$185,000 for the next 7-1/2 years.

Respectfully submitted,



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

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: June 30, 2020
File: 2020PWE-PWT-07-T (2)

SUMMARY OF TENDERS
THREE (3) MOTOR GRADERS c/w SNOW WING & FRONT BLADE

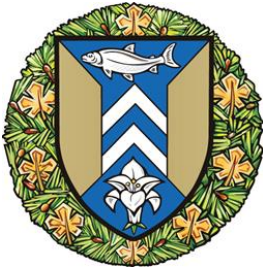
<u>Firm</u>	<u>Make & Model</u>	<u>Purchase Price</u> <u>per Unit</u> <u>(HST extra)</u>	<u>Maintenance</u> <u>Agreement</u> <u>5 year - per unit</u> <u>(HST extra)</u>	<u>Total Tender Price</u> <u>per Unit</u> <u>(HST extra)</u>	<u>Remarks</u>
Brandt Tractor Ltd. Lively, ON	2020 John Deere 772G (AWD)	\$422,500.00	\$33,079.24	\$455,579.24	Meets specifications
Toromont Cat Sault Ste. Marie, ON	2020 Caterpillar 140-13 AWD	\$413,559.23	\$30,700.00	\$444,259.23	Does not meet specifications

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

The actual cost to the City for 3 graders will be \$1,390,792.30 including the nonrebatale portion of the HST.

It is my recommendation that the tendered price, submitted by Brandt Tractor Ltd., be accepted.

Tim Gowans
Manager of Purchasing



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

COUNCIL REPORT

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Lease of Four (4) Loaders

PURPOSE

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

BACKGROUND

This procurement was tendered in late January of 2020, and multiple tenders were received prior to closing. Council approved award to the low bidder on a lease basis at its meeting of March 23, 2020.

ANALYSIS

In late May, Staff became aware that the low bidder had been notified by their leasing company that the tendered pricing would not be honoured. An internal review of the situation was conducted. On July 2, 2020, the low bidder sent an email to the City's Legal Department confirming that they would not be able to provide the loaders on the terms as tendered.

Purchasing then approached the second lowest bidder, Toromont CAT and asked if they would be able to honour their tender as submitted on February 20, 2020. An affirmative response was received on July 7, 2020.

Tendered pricing had been submitted by Toromont CAT for both leasing and purchase of this equipment. Finance and Public Works have reviewed the tender submitted and recommend the lease option for this procurement.

FINANCIAL IMPLICATIONS

In the 2020 operating budget, the Public Works Hired Equipment allocation is \$722,000.00. Of that amount, \$300,000.00 is allocated to street plowing.

The total lease costs for the initial winter season for four (4) Loaders will be \$124,029.16 including maintenance agreements and the non-refundable portion of HST; and can be accommodated within this budget allocation.

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

STRATEGIC PLAN / POLICY IMPACT

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

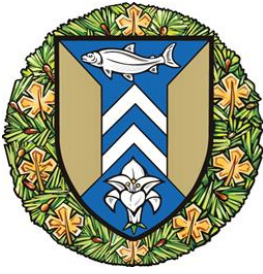
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 07 13 be received, and the recommendation that the tender for the lease of Four (4) Articulated Front End Wheel Loaders, as required by Public Works and Engineering Services, be awarded to Toromont CAT at their tendered price including Maintenance Agreement and Extended Warranty of \$5,078.50 plus HST, per unit, for each periodic payment, be approved.

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

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Destination Marketing Strategy

PURPOSE

This report has been prepared for Council's information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of a Destination Marketing Strategy for the City of Sault Ste. Marie, as required by Community Development and Enterprise Services. Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on June 26, 2020.

ANALYSIS

Approximately Forty (40) RFP documents were distributed. Proposals from Sixteen (16) Proponents were received prior to the closing date.

The proposals received have been evaluated by a committee comprised of the DCAO – CDES and staff from Community Development and Enterprise Services.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is Doug & Partners Inc. of Toronto, ON.

FINANCIAL IMPLICATIONS

Council has approved the allocation of a portion of the funds derived from the Municipal Transient Accommodation Tax (MAT) to a Tourism Development Fund. Doug & Partners. Inc.'s proposed fees of \$98,500.00 plus HST can be accommodated from within this allocation.

STRATEGIC PLAN / POLICY IMPACT

Undertaking this Project is aligned with the Quality of Life and Community Development Focus Areas of the Corporate Strategic Plan.

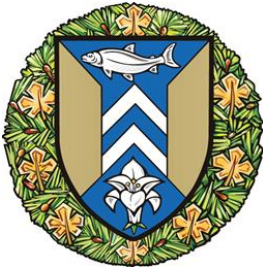
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 07 13 be received and the recommendation that acceptance of the Proposal submitted by Doug & Partners Inc. for the provision of a Destination Marketing Strategy, with fees of \$98,500.00 plus HST as outlined in their Proposal as submitted, as required by Community Development & Enterprise Services, be approved.

Respectfully submitted,

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

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



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

July 13, 2020

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

PURPOSE

Staff is seeking Council approval of property tax appeals as required pursuant to Sections 354 and 357 of the Municipal Act.

BACKGROUND

A listing of applications received for adjustment of realty taxes pursuant to Sections 354 and 357 of the Municipal Act is attached to this report.

ANALYSIS

The Municipal Property Assessment Corporation has recommended the amount of the assessment to be adjusted.

FINANCIAL IMPLICATIONS

There is an annual budget allocation for tax write-offs. The decreased revenue of \$38,413.40 can be accommodated within the existing budget allocation.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation dated 2020 07 13 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Sections 354 and 357 of the Municipal Act be approved.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lisa Petrocco".

Lisa Petrocco, CPA, CGA
Manager of Taxation
705.541.7065
l.petrocco@cityssm.on.ca

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

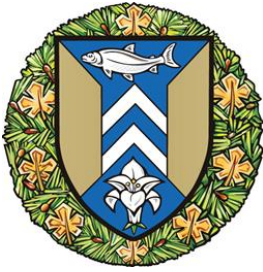
**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS**

DATE: 2020 07 13
PAGE: 1 of 1

	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
2018								
060-070-028-00	00185 Sunnyside Beach Rd	Shushkewich, Lynn Carol	RT	(F)	18-076	1,243.27	-	1,243.27
2019								
020-026-014-00	00373 McNabb St	Guzzo, Antonio	CT/RT	(D) (i)	19-074	1,023.68	-	1,023.68
020-042-118-00	00328 Queen St E	Sault Ste Marie City	E	C	19-075	737.23	-	737.23
040-026-024-00	00181 Andrew St	Sault Ste Marie City	E	C	19-076	141.88	-	141.88
060-027-105-00	00358 Dryden Ave	Sault Ste Marie City	E	C	19-077	46.67	-	46.67
060-045-011-07	00000 Third Line W	Sault Ste Marie City	E	C	19-078	5.95	-	5.95
060-070-028-00	00185 Sunnyside Beach Rd	Shushkewich, Lynn Carol	RT	(F)	19-079	Confirmed		
2020								
010-008-071-00	00087 Hugill St	MacKay, James Ronald	RT	(D) (i)	20-001	52.20	-	52.20
010-050-015-00	00743 Trunk Rd	Hryniewicz, Claudio	CT	(D) (ii)	20-002	Assessment updated prior to final billing		
020-026-014-00	00373 McNabb St	Guzzo, Antonio	CT/RT	(D) (i)	20-003	2,620.52	-	2,620.52
020-042-118-00	00328 Queen St E	Sault Ste Marie City	E	C	20-004	3,852.39	12.06	3,864.45
030-045-063-00	00040 Cameron Ave	Breen, Daniel Joseph	RT	(D) (i)	20-005	1,209.47	-	1,209.47
030-088-066-00	00998 Old Goulais Bay Rd	2123348 Ontario Inc.	CT/RT	(D) (i)	20-006	Assessment updated prior to final billing		
040-012-012-00	00412 North St	Bhullar, Manjot	RT	(A)	20-007	Assessment updated prior to final billing		
040-026-024-00	00181 Andrew St	Sault Ste Marie City	E	C	20-008	750.18	2.32	752.50
040-027-056-00	00047 Wellington St W	Habitat for Humanity Sault Ste Marie an	RT	(D) (i)	20-009	166.92	-	166.92
040-027-057-00	00045 Wellington St W	Habitat for Humanity Sault Ste Marie an	RT	(D) (i)	20-010	239.50	-	239.50
040-031-104-01	00000 Huron St	Sault Ste Marie City	E	C	20-011	25,587.18	78.28	25,665.46
060-027-105-00	00358 Dryden Ave	Sault Ste Marie City	E	C	20-012	574.11	1.61	575.72
060-045-011-07	00000 Third Line W	Sault Ste Marie City	E	C	20-013	67.77	0.21	67.98
060-070-028-00	00185 Sunnyside Beach Rd	Shushkewich, Lynn Carol	RT	(F)	20-014	Confirmed		
REPORT TOTAL						38,318.92	94.48	38,413.40

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

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



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

COUNCIL REPORT

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Niro, Director of Human Resources
DEPARTMENT: Corporate Services
RE: Carpenter's Constitutional Challenge

PURPOSE

Outlined for Council's information and consideration is a recommendation that Council approve an additional \$100,000 with continued sole sourcing for services from Mathews-Dinsdale in support of the City's defence of a grievance filed by the Carpenters Union. Staff is seeking Council approval of the report recommendation.

BACKGROUND

Approximately one year ago (July 2019) the Provincial Government amended the *Ontario Labour Relations Act* through the passing of Bill 66. As a result, the Corporation of the City of Sault Ste. Marie has been able to obtain the status of "non-construction employer" and therefore "open tender" construction projects, without consideration to the United Brotherhood of Carpenters & Joiners of America Union affiliation ("The Carpenters Union").

The Carpenters Union subsequently filed a grievance in July of 2019 challenging that and the grievance triggered the current Ontario Labour Relations Board ("the Board") proceedings. These proceedings have now reached a point that now requires additional funds beyond the approval limit of the Chief Administrative Officer, to continue with the City's defense in order to enjoy the intended benefits of being a non-construction employer.

ANALYSIS

The process to date has involved the Attorney General, The City of Sault Ste. Marie, The City of Hamilton and the Region of Waterloo appearing before the Ontario Labour Relations Board for three (3) case management hearings. We now expect that arbitration hearing dates will be set in early 2021. Once those dates are established and the hearings are completed it is expected that the unsuccessful party will proceed to have the decision of the Board judicially reviewed by way of application to the Superior Court of Justice, Divisional Court.

Funding is required to continue through the formal hearing and appeal stages. If further appeals are made to higher levels, i.e. if leave to appeal to the Court of

Appeal is sought, Council will be notified for approval of additional funds if required at that time.

Human Resources has submitted Purchase Requisition #54629 for services provided to address the Section 133 – Constitutional Challenge in relation to grievance referrals filed by the Carpenters. Human Resources is requesting approval to continue to engage Mathews, Dinsdale & Clark's legal services via the non-competitive procurement method and cite Section 22 (3) (c) of the Procurement Policy as the rationale. Due to the history this firm has in relation to the City's specific construction employer/non-construction employer issue and the extensive involvement they have had in past challenges over the last 30 years, they are specialized in the City's unique position and possess the requisite historical data to increase the chances of a positive outcome.

FINANCIAL IMPLICATIONS

Current year funding will be reviewed with the overall corporate position at year end and if additional funding is required a recommendation will be brought to Council for approval. Budget implications for 2021 will be estimated and included as an increase to the Labour Relations account.

This will provide until around early October to determine what may be required in 2021.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

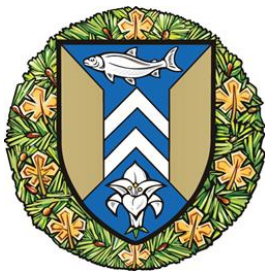
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Human Resources dated 2020 07 13 be received and the recommendation that an additional \$100,000 be approved to continue with the Constitutional Challenge (Carpenters). It is further recommended, that Mathews Dinsdale continue to represent the City in this process on a sole source basis.

Respectfully submitted,



Peter Niro
Director of Human Resources
705.759.5366
p.niro@cityssm.on.ca



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

COUNCIL REPORT

July 13, 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: Rainbow Crosswalk

PURPOSE

The purpose of the report is to seek Council approval to paint a rainbow crosswalk in Sault Ste. Marie located at the southern portion of the intersection of Bay Street and East Street.

BACKGROUND

On August 21, 2017 City Council authorized an investment of funds to go towards the implementation of the FutureSSM project. The FutureSSM project was based on extensive community consultation as part of the Adjustment Committee work and recommended the community utilize a four-pillar approach to community development. These four pillars are:

1. Economic Diversity and Growth
2. Cultural Vitality
3. Social Equity
4. Environmental Sustainability

The “Future State” defined for the Social Equity pillar stated, “Sault Ste. Marie will be a welcoming and inclusive community where everyone is valued and respected, has access to an acceptable standard of living, can fully engage and participate in all aspects of community life, and is able to realize their full potential.”

Further, a recommendation within the Social Equity pillar is that the community, “Increase the number of community members who feel that Sault Ste. Marie is a safe, welcoming and inclusive place that supports their wellbeing.”

One item that staff has been discussing is the establishment of a rainbow crosswalk in Sault Ste. Marie. There have been a number of suggestions received from citizens and numerous examples of communities across Canada (and around the world) that have established rainbow crosswalks as a sign of support for their

LGBTQ2S+ (Lesbian, Gay, Bisexual, Transgender, Queer, Two-Spirit) communities.

In addition, given the Covid-19 pandemic being experienced this year, a number of events have been cancelled and establishing a rainbow crosswalk in 2020 is another way to celebrate diversity in our community.

ANALYSIS

Staff undertook analysis to determine the costs and identify potential locations for a rainbow crosswalk in Sault Ste. Marie. The cost estimated to complete the painting of the rainbow crosswalk is \$13,300 plus HST.

Staff considered a number of different locations for the rainbow crosswalk. The goal was to find a location that was downtown and in a highly visible location. The location that staff is recommending is the southern portion of the intersection of Bay Street and East Street. This would represent a highly visible location given the number of visitors to the James L. McIntyre Centennial Library, Art Gallery of Algoma and Clergue Park.

As mentioned above, popularity of rainbow crosswalks has grown over time and support has been shown with many municipalities across Canada and worldwide participating in the installation of rainbow crosswalks. The installation of a rainbow crosswalk in Sault Ste. Marie would provide a visible sign of support for our LGBTQ2S+ communities, align with the goals of the Social Equity pillar of the FutureSSM strategy and demonstrate the City's commitment to diversity and inclusion.

FINANCIAL IMPLICATIONS

The cost of the installation of the rainbow crosswalk is estimated to be \$13,300 plus HST. The funding for this initiative will come from the uncommitted funding from the 2020 capital budget.

STRATEGIC PLAN / POLICY IMPACT

This project aligns with the goals and recommendations of the FutureSSM strategy and aligns with the Corporate Strategic Plan in supporting diversity and inclusion.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report dated July 13, 2020 on the installation of a rainbow crosswalk be received and that Council authorize staff to proceed with the painting of a rainbow crosswalk on the southern portion of the intersection of Bay Street and East Street for a cost of \$13,300 plus HST to come from the uncommitted funding from the 2020 capital budget.

Rainbow Crosswalk

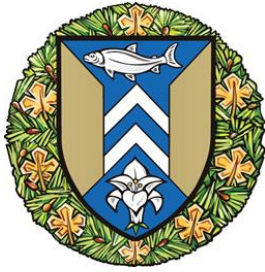
2020 07 13

Page 3.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Vair". The signature is written in a cursive style with a horizontal line extending to the left.

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



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

COUNCIL REPORT

July 13, 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: Norgoma Sale Agreement

PURPOSE

The purpose of the report is to seek City Council approval for the sale of the M.S. Norgoma to Tobermory Real Estate Investors Inc.

BACKGROUND

As Council is aware, there has been a long history with the M.S. Norgoma stretching back a number of decades. On March 18, 2019, Council passed the following resolution:

Resolved that the report of the Deputy CAO of Community Development and Enterprise Services dated 2019 03 18 concerning the M.S. Norgoma be received and staff be directed to notify the St. Mary's River Marine Heritage Centre that a temporary location has been secured for the M.S. Norgoma;

Further, that unless the St. Mary's River Marine Heritage Centre can secure a new location permitting the vessel to be moved by April 15th (or as soon as weather/ice conditions permit – whichever is sooner), the St. Mary's River Marine Heritage Centre should relocate the vessel to the location obtained by City staff behind Algoma Steel section of dock made available by Purvis Marine;

Further, that the cost and liability of this move shall be borne entirely by the St. Mary's River Marine Heritage Centre as the owner of the vessel;

Further, if the St. Mary's River Marine Heritage Centre is unable to relocate the vessel to the location obtained by City staff, that staff be authorized to arrange the relocation of the vessel at a cost not to exceed \$50,000 and be authorized to seek repaying of those costs from the St. Mary's River Marine Heritage Centre;

Further, that staff collaborate with the St. Mary's River Marine Heritage Centre to coordinate the removal of the Bondar Marina docks to permit the exit of the M.S. Norgoma.

On September 12, 2019 the City of Sault Ste. Marie and The St. Mary's River Marine Heritage Centre (SMRMHC) Board announced they reached a mutual understanding and the M.S. Norgoma was conveyed back to the City of Sault Ste. Marie. Artifacts and displays remained with the SMRMHC for exhibits in Sault Ste. Marie and in other communities visited by the M.S. Norgoma.

A public tender process was undertaken to sell the vessel however no bids were received by the closing date. Subsequent to that, three interested proponents emerged expressing interest in the vessel. On January 20, 2020 Council provided direction to staff in Closed Session to negotiate with proponents interested in obtaining ownership and relocating the M.S. Norgoma.

Staff was able to reach agreement on sale terms with Tobermory Real Estate Investors Inc. for the vessel. An Asset Purchase agreement was finalized between the City Legal department and counsel for Tobermory Real Estate Investors Inc. and this agreement is presented for City Council approval.

ANALYSIS

The Asset Purchase agreement represents the next step in finalizing the relocation of the M.S. Norgoma. With City Council approval, Tobermory Real Estate Investors Inc. will work to finalize and secure approval from the Municipality of Northern Bruce Peninsula to secure a berth for the M.S. Norgoma within the harbour in Tobermory, ON.

The City and Tobermory Real Estate Investors Inc. are aligned in the goal to relocate the vessel as soon as possible and are aiming to complete the relocation this shipping season. Tobermory Real Estate Investors Inc. will pay the City \$2,500.00 for the vessel under the terms of the Asset Purchase agreement and will be responsible for the relocation costs of the vessel. Tobermory Real Estate Investors Inc. has offered to cover half the rent should any delays be experienced beyond this season.

The relocation of the M.S. Norgoma to Tobermory, ON with Tobermory Real Estate Investors Inc. would be a positive outcome for the City. It delivers on Council's direction to find a new home for the vessel and also avoids the potential expense of decommissioning the vessel. Further, it provides an opportunity for the vessel to remain in one of the communities it previously served.

Should Tobermory Real Estate Investors Inc. not be able to conclude the Asset Purchase Agreement, staff will return and re-engage with the other proponents to determine their interest in proceeding to acquire the vessel.

Staff would like to acknowledge the SMRMHC volunteers for the numerous hours they have contributed towards the management and maintenance of the M.S. Norgoma. They should be commended for their years of hard work and service.

FINANCIAL IMPLICATIONS

The financial implications would be the receipt of \$2,500 for the vessel. The City will be required to pay the docking fee of \$40/day while the vessel continues to be located at the Purvis Marine location. Should the timing extend to the next shipping season, the City would be required to pay \$20 per day in partnership with Tobermory Real Estate Investors Inc. The City will avoid any additional costs related to the relocation of the vessel under this agreement.

STRATEGIC PLAN / POLICY IMPACT

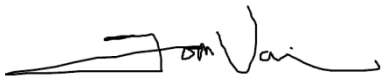
This is an operational matter not included in the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-Law 2020-140 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

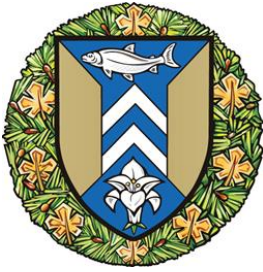
A handwritten signature in black ink, appearing to read 'Tom Vair', with a stylized flourish at the end.

Tom Vair

Deputy CAO of Community Development and Enterprise Services

705.759.5264

t.vair@cityssm.on.ca



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

COUNCIL REPORT

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: COVID-19 Community Services Agreements and Permits

PURPOSE

This report has been prepared for Council's approval to add language to agreements and permits that indemnifies the City of Sault Ste. Marie as it relates to COVID-19.

BACKGROUND

The Province recently announced that "businesses and organizations" now have permission to use specific sports and recreational indoor facilities "to train amateur or professional athletes". At present, there is no specific language in place that protects the corporation with respect to individuals contracting the COVID-19 virus while attending or participating an event at City indoor or outdoor recreational facilities or other City properties.

ANALYSIS

Community Services and Legal staff have been meeting to consider how to best mitigate any exposure that COVID-19 may present to the City and to inform the public as to the risks inherent utilizing the facilities under the current environment.

The following agreements are used by CDES with user groups of City recreational and sporting facilities:

- There are lease agreements with users (Ex. SSM Gymnastics Club);
- A Standard Terms and Conditions Agreement plus Facility Use Permit used by CDES for certain users of outdoor facilities (Ex. Sault Amateur Soccer Association)
- A Facility Use Permit that is used for certain users of City facilities (i.e. rental of fields, etc.)
- An Ice Rental Permit

- Event Agreements via By-Law 2019-74
- Occupancy Permits (Ex. Room Rentals)
- Licence to Occupy City Property

Through this process, the Legal team is recommending that applicable indemnity language be added to minimize the exposure to the Corporation and to advise the public with the risks associated while attending and participating at our indoor and outdoor recreational facilities.

None of the above agreements/permits contains language that protects the City from COVID Claims, nor does any of the above shift responsibility/require the user to implement necessary COVID Protocols in their use of City facilities. This was not contemplated before. As such, we recommend implementing the following amendments to all agreements/permits signed on a go forward basis to best answer any risk and assist the City in a lawsuit should someone contact COVID at or within a City facility. To address this/implement the changes, there are essentially three (3) tiers:

TIER 1 – LEASE AGREEMENTS/AGREEMENTS BETWEEN CITY AND USER FOR USE OF CITY FACILITIES THAT HAVE GONE TO CITY COUNCIL FOR EXECUTION

- These agreements need Council approval for formal amendment to add the COVID Clauses. At present, this would include but not limited to:
 - Superior Sports Training Incorporated
 - Sault Ste. Marie Gymnastics Club
 - Jody Wilson, Carrying On Business As Icebreakers Sports Bar and Grill
 - Soo Thunderbirds Hockey Club Incorporated
 - Soo Greyhounds Inc.
 - 882206 ONTARIO INC. o/a John Rhodes Pro Shop Ltd.
 - Soo Minor Baseball Association Inc.
 - Sault RC Car Club
 - Sault Ste. Marie Model Aircraft Radio Control Club
 - Algoma Sailing Club Inc.
 - Sault Amateur Soccer Association (Elizabeth Street office)
 - 1972703 Ontario Inc. (o/s Beavertails)
 - The Sault Ste. Marie & District Society For The Prevention of Cruelty To Animals
 - The Batters Edge Inc.
 - The Sault Ste. Marie And 49th Field Regiment R.C.A, Historical Society
 - Mill Market Sault Ste. Marie
 - Standard Terms and Conditions Use Template Agreement
 - Licence of Occupation for City Property and Event Agreements

TIER 2 – FACILITY USE PERMITS/ICE PERMITS/STANDARD TEMPLATE AGREEMENTS COUPLED WITH PERMITS

- Organizations under the Tier two (2) category will be required to agree to new COVID-19 conditions contained within the new Schedule A attached.
- There are essentially three types of users here that desire to book facilities:
 1. Highly Organized Competitive Organization (i.e. club affiliated under Gymnastics Ontario, Ontario Soccer or other club that has a higher umbrella organization it is governed by). These groups have required their affiliate clubs to have any participants sign waiver, etc.
 2. Registered User (Business/Organization) – may or may not have a waiver they are requesting people they train to sign – i.e. Yoga Business, Hockey Training, Businesses/organizations desiring to rent ice time

In both cases, the waivers (if any exist) likely only protect the umbrella organization/local organization, not the City. **Under Tier two (2) waivers will need to be collected by the Permit Holder and provided to the City** (See Appendix A – Tier 1 Waiver attached). The COVID-19 indemnity clause will also be added to the permit system in ActiveNet.

TIER 3 – UNORGANIZED SPORTS – USE OF WAIVERS

- This is relevant to use/entry of City Facility for unorganized events when they are ready to occur (i.e. pools for open swim, open skate, etc.)
- This is also relevant to the Ermatinger Clergue National Historic Site (Old Stone House) which is now open.

Under Tier three (3) a person signing for a child must be over 18 and be Parent/Guardian (see Appendix B – Tier 3 Waiver attached).

Staff will work together with the user groups to communicate why the changes are required and aim to have documentation completed in a timely manner. Some of the Users and or Tenants included are not permitted to participate/operate at present but we wanted to account for them when permitted use is available. Changes are recommended as presented.

FINANCIAL IMPLICATIONS

There will not be an impact to the Operating budget.

STRATEGIC PLAN / POLICY IMPACT

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

- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Additionally, this is linked to the Strategic Direction 2: Delivering Excellent Customer Services. The citizens of Sault Ste. Marie are the focus of our work and our existence. Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society. Dynamic citizen engagement is critical to our success.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-Law 2020-139 and supporting amending agreements appear elsewhere on the agenda for approval and delegates authority to the Assistant City Solicitor/Senior Litigation Counsel, to enter into an Amending Agreement with each Tier 1 User of City Facilities to add necessary COVID-19 language to the existing agreements between the parties. The Tier one (1) contracts noted below but not limited to be amended are as follows.

- Superior Sports Training Incorporated
- Sault Ste. Marie Gymnastics Club
- Jody Wilson, Carrying on Business as Icebreakers Sports Bar and Grill
- Soo Thunderbirds Hockey Club Incorporated
- Soo Greyhounds Inc.
- 882206 ONTARIO INC. o/a John Rhodes Pro Shop Ltd.
- Soo Minor Baseball Association Inc.
- Sault RC Car Club
- Sault Ste. Marie Model Aircraft Radio Control Club
- Algoma Sailing Club Inc.
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- The Batters Edge Inc.
- The Sault Ste. Marie and 49th Field Regiment R.C.A, Historical Society
- Mill Market Sault Ste. Marie
- Standard Terms and Conditions Use Template Agreement
- Licence of Occupation for City Property and Event Agreements

Tiers two (2) and three (3) will be completed by amending permits issued by the City and result in waivers also being required for use of City facilities under that framework.

A future report will be prepared for City Council to advise on all Agreements amended pursuant to this delegated authority.

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

SCHEDULE "A"

TIER 2 – ADDITION TO FACILITY USE PERMIT, ICE PERMIT

Section 22: COVID-19 Conditions

- (a) The Contract Holder acknowledges and agrees that use of the City Facility permitted herein may include possible exposure to and illness from infectious diseases including but not limited to COVID-19. The Contract Holder knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the City and acknowledges and agrees that the indemnity provision above in Section 15 extends and applies to any cause of action related to COVID-19 or any other infectious diseases resulting from the Contract Holder or any of the Contract Holder's invitees, guests or participants in relation to or in connection with the Contract Holder's use of the City Facility. Further, the Contract Holder for itself and on behalf of its invitees, guests and participants in relation to in connection with the Contract Holder's use of the City Facility hereby releases and holds harmless The Corporation of the City of Sault Ste. Marie its councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, losses, costs, charges and other proceedings (including without limitation those relating to any infectious disease including COVID-19, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the use of the City Facility permitted under this Permit.
- (b) The Contract Holder shall require any invitee, guest, spectator and participant to sign a waiver in the form provided by The Corporation of the City of Sault Ste. Marie prior to participating, spectating or otherwise being present at the City Facility during the Contract Holder's use of the City Facility permitted by this Permit. The Contract Holder shall keep the original waivers signed as required herein, and shall immediately produce same to the City upon demand.
- (c) The Contract Holder shall provide the City with information and any documentation supporting COVID-19 safeguards in place by the Contract Holder upon request by the City. The Contract Holder shall provide documentation satisfactory to the City that it is a permitted as an entity to use the City Facility in accordance with any applicable Provincial or other relevant legislation.
- (d) The Contract Holder acknowledges and agrees that while a City Facility is in use by the Contract Holder or any persons under the Contract Holder's care, the Contract Holder shall ensure any and all Public Health directives relating to COVID-19 are being strictly adhered to by the Contract Holder and all of the Contract Holder's invitees, guests, spectators and participants. The Contract Holder is responsible for to ensure all COVID-19 regulations, signage, requirements, rules and regulations are in place and adhered to, including any directives that may be issued from any entity that the Contract Holder may also report to (ie. a provincial or national organization if applicable).
- (e) The Contract Holder acknowledges and agrees that the City may at any time without notice amend or add additional requirements to this agreement, which includes immediate termination of this Permit on the basis of any Provincial Order that may impact the use of the City Facility. Upon receipt of any written notice, the Contract Holder shall forthwith comply with any and all newly amended and/or additional terms as required by the City. Upon discovery of non-compliance with any term of this provision or any provincial order shall result in immediate termination of this Permit and the Contract Holder's right to use the City Facility. The City shall not be responsible for any losses to the Contract Holder from any termination of this Permit.

APPENDIX A

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK/WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT

Please read this document (the "Waiver") carefully, as it affects your future legal rights. Please provide your initials on each page after reading. By signing below, you (on behalf of yourself or your minor child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood the Waiver and agreed to its terms. Each individual attending the City Facility below must complete and sign the Waiver. A parent/guardian of a minor Attendee must complete and sign the Waiver on behalf of the minor Attendee. This Waiver must be carefully read and signed in consideration of the opportunity of being a willing Attendee permitted to enter the Premises. As used herein, the term "**Releasees**" is defined to include the following: The Corporation of the City of Sault Ste. Marie, their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns.

BETWEEN:

_____ (INSERT NAME)

AND

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (CITY)

In consideration of _____ (INSERT NAME) being allowed to participate in _____ (INSERT CONTRACT HOLDER'S NAME) at the City Facility known as _____, Sault Ste. Marie, Ontario and related events and activities, under Permit _____ (INSERT PERMIT NUMBER) (hereinafter referred to as the "Activities") the undersigned acknowledges, appreciates and agrees as follows:

1. I expressly acknowledge and agree that my attendance at the City Facility and participation in the Activities may involve the risk of serious injury and/or death and/or property damage. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19.
2. I am fully aware of the risks and hazards inherent in my attendance at the City Facility and participation in the Activities and I voluntarily, knowingly and freely assume all risks associated with participating in the Activities at the City Facility, including but not limited to my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including but not limited to _____ (INSERT CONTRACT HOLDER'S NAME) or their staff and/or volunteers, falls, injuries, illnesses, infectious diseases including but not limited to COVID-19, death, and navigating any and all obstacles and any defects of the City Facility.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE **RELEASEES** or others, and assume full responsibility for my participation.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE **RELEASEES** WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF **RELEASEES** OR OTHERWISE, to the fullest extent permitted by law.

I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of the Releasees or, the inherent risks of participating in the Activities.

Attendee signature: _____ Printed Name: _____

Date: _____

PLEASE CHECK ONE: ___ I am at least 18 years old; or ___ I am younger than 18 years old and my Parent or Guardian has reviewed this Waiver and signed below.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF SIGNING) = This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the **RELEASEES** and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the **RELEASEES** for all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the extent provided by law. I HAVE LEGAL AUTHORITY TO ENTER THIS AGREEMENT ON BEHALF OF THE MINOR.

Name of Minor Attendee: _____

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____

Pursuant to Ontario's *Electronic Commerce Act, 2000*, this Waiver may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document.

Appendix B

USE OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE ("CITY") FACILITY COVID-19 ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY

1. I am fully aware of the risks and hazards with respect to COVID-19 inherent in my attendance at _____ ("City Facility") and in participating at the activities at the City Facility. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19.
2. I am fully aware of the risks and hazards inherent in my attendance at the City Facility and I voluntarily, knowingly and freely assume all risks associated with attending at and participating in activities at the City Facility, including but not limited to my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others, and any infectious diseases including but not limited to COVID-19.
3. I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, regardless of severity, that I (or my minor child/ward) may sustain as a result of my participation in the activities at the City Facility or attendance at the City Facility, howsoever arising, including, but not limited to, the negligence of the City.
4. **I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the City. I acknowledge that I am signing this waiver freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of the City or, the inherent risks of participating in the activities or while attending the premises as it relates to COVID-19.**

Attendee signature: _____ Printed Name: _____

Date: _____

PLEASE CHECK ONE: ___ I am at least 18 years old; or ___ I am younger than 18 years old and my Parent or Guardian has reviewed this Waiver and signed below.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF SIGNING) = This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the **RELEASEES** and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the **RELEASEES** for all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the extent provided by law. I HAVE LEGAL AUTHORITY TO ENTER THIS AGREEMENT ON BEHALF OF THE MINOR.

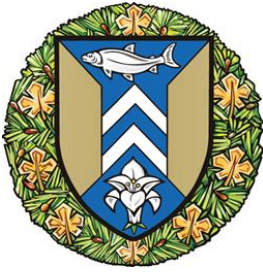
Name of Minor Attendee: _____

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____

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

COUNCIL REPORT

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Transit Route Optimization Update
Supporting the Northern Transfer Point

PURPOSE

This report has been prepared for Council's information regarding the route adjustments to support the Northern Transfer Point.

BACKGROUND

Transit Consulting Network was retained in 2017 to undertake a comprehensive operational review of Conventional Transit Services. The objectives of the study were to reverse the service and ridership decline in recent years, by looking at alternatives that can reduce average travel time and improve transit coverage to serve more residents. They also looked at reinstating late Sunday service and other measures to increase Transit ridership, while remaining within the existing 80,000 service hours.

At the Council meeting dated April 9, 2018 the following report of the Manager of Transit and Parking was approved by Council:

Transit Route Optimization Study

Resolved that the report of the Manager of Transit and Parking dated 2018 04 09 concerning Transit Route Optimization Study be received and that City Council proceed with the implementation of the Transit Route Optimization Plan beginning June 3, 2018 which will include:

- Return of late evening Sunday service;
- Addition of the Great Northern bus to connect the Great Northern Road area to the Downtown Business area;
- Moving forward with east-west connectors and route enhancements that reduce travel time and reduce the need to travel to the downtown terminal; and that staff be requested to develop a plan to maximize the City's share

of the Public Transit Infrastructure Funding over the next ten years and make Transit infrastructure a priority in order to leverage this funding opportunity.

At the meeting held April 27, 2020 the following resolution was passed.

Resolved that the report of the Director of Community Services dated 2020 04 27 concerning the Northern Transfer Point consultant selection be received, and that Council authorize extending KRESIN Engineering Corporation's fees on the Northern Avenue Improvements project by \$27,700 to include the Northern Transfer Point tendering and contract administration.

At a meeting held June 8, 2020 the following resolution was passed.

Resolved that By-law 2020-123 being a by-law to authorize the execution of the Contract between the City and Avery Construction Ltd. for the Northern Avenue Improvements (Contract 2020-5E) be passed in open Council this 8th day of June, 2020.

ANALYSIS

Transit services has implemented all of the recommended changes resulting from the approved route optimization plan except for the last key piece, which is to improve route service utilizing the Northern Transfer Point (NTP) that has been approved for construction.

The study recommended the feasibility of establishing a central northern transit mobility hub in proximity to Second Line and Great Northern and Sault College area (and cited the potential for a Sault College location). This was ultimately the preferred location and has been addressed to Council in previous reports.

The Northern Transfer Point will provide many benefits to improve service delivery, which were identified during the public consultation process and are noted as follows:

1. Student service - It will provide increased access for students, which are an increasingly important user group for Transit (Appendix A Sault College Route Ridership). There was record ridership of 68,012 in September 2019.
2. More frequent service - Five (5) routes providing service versus prior two (2) routes (Sault College and Riverside McNabb). Additional options will meet increased demand requirements for the highest growth area of the community.

3. More direct service - More service options without having to transfer downtown. It will also reduce the time needed to get from point A to point B (i.e. getting anywhere in the City by bus within 60 minutes).
4. Finally, this transfer point will provide service to more destinations.

The ultimate goal and challenge is to provide a transit service plan for the City of Sault Ste. Marie that meets community needs and priorities in a fiscally responsible manner.

Ridership has increased dramatically since the implementation of the route optimization plan (Appendix B Overall 3 Year Ridership Trend). Total ridership was up 378,000 rides in 2019 compared to 2018 and 103,000 for 2020 before the impact of COVID-19 began in March 2020.

This is a direct reflection of the users becoming more comfortable with the route changes. In addition, the partnership with the Social Services and international student growth has also contributed greatly to this success.

This next stage of the plan will see the following routes be tweaked to improve service utilizing the NTP:

- Great Northern Route #2
- Riverside/McNabb (RM) Route #5
- North Street Route #6
- Steelton/Second Line (SS) Route #7

Appendix C, NTP Route Changes, demonstrates how each of these routes will be impacted from both an inbound and outbound perspective. The changes provide improved coverage, reduced wait times and service options in alignment with prior comments.

As a reminder, throughout the route optimization process there was unprecedented public consultation.

Summary Community Engagement:

- 8 Transit Focus Groups
- 8 Public Open Houses
- 3 on-line surveys
- 1,208 responses to surveys
- 900+ comments

The first part of the evaluation was conducted as a Transit Report Card and Peer Review. Comparisons were made on how Sault Ste. Marie's Transit Services compared to its peer group. Sault Transit's performance in terms of efficiency and effectiveness was at par with its peer group. The second part of the

evaluation was done through community engagement and stakeholder consultations. The consultant and staff held eight stakeholder meetings with groups such as transit operators, Garden River First Nation, Senior Management, Union Taxi, the Accessibility Advisory Committee and others. The consultant also conducted public information sessions at various locations within the City. Two surveys were conducted to identify community-wide priorities to improve transit service. A general public survey for transit users and non-users was available on-line and at various locations within the city and an employer survey was conducted to discuss various options such as employer shift times and employer subsidized monthly transit passes. Algoma Steel also conducted their own survey and reported those results to the consultant.

The main items Transit Customers requested have been incorporated into the route adjustments being presented today supporting the NTP. The changes directly impact the bolded categories of request below.

- Longer service hours
- **More frequent service**
- Lower bus fares
- **More direct service**
- **Service to more destinations**
- Better buses

Through the consultation process 78% supported the route changes. There has since been further recent consultation on the route changes that will service the NTP through our drivers and Amalgamated Transit Union representatives. One third of Operators have driven the new routes in order to obtain feedback and support input into the suggested change process. This approach also allowed for training and familiarity before any implementation to identify points of operational concern. Input was then incorporated into the routes presented to support the NTP.

In addition, there was a public open house held on June 18, 2019 (Appendix D) from 3PM to 6PM at the Welcome Centre located on Sault College Campus.

Transit Services is always willing to receive any feedback from the public for any proposed changes. Comments and or concerns can be shared by calling 705-759-5438 or emailing transit@cityssm.on.ca.

Ongoing minor changes or “tweaks” are a part of ongoing operations and Transit works towards providing the best service to all our citizens. The Transit Division continues to research and explore new ways to ensure the most appropriate and timely service is being provided to the community.

FINANCIAL IMPLICATIONS

There will not be an impact to the Operating budget. Transit Services will remain within the annual allotment of 81,799 service hours provided (given that half hour summer service was approved by Council and reinstated).

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 Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- Linked to the Strategic Direction 2: Delivering Excellent Customer Services. The citizens of Sault Ste. Marie are the focus of our work and our existence. Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society. Dynamic citizen engagement is critical to our success.

RECOMMENDATION

It is therefore recommended that Council take the following action:

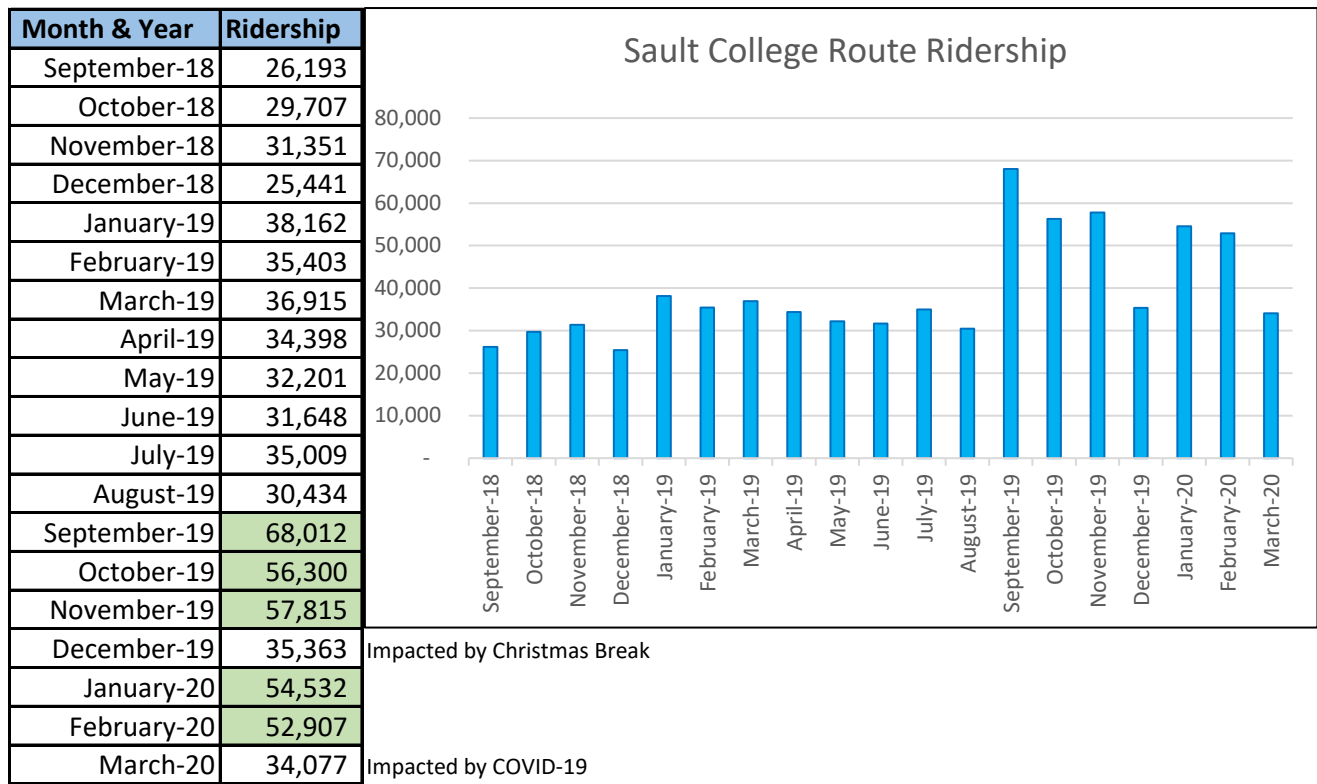
Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2020 07 13 be received as information.

Respectfully submitted,



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

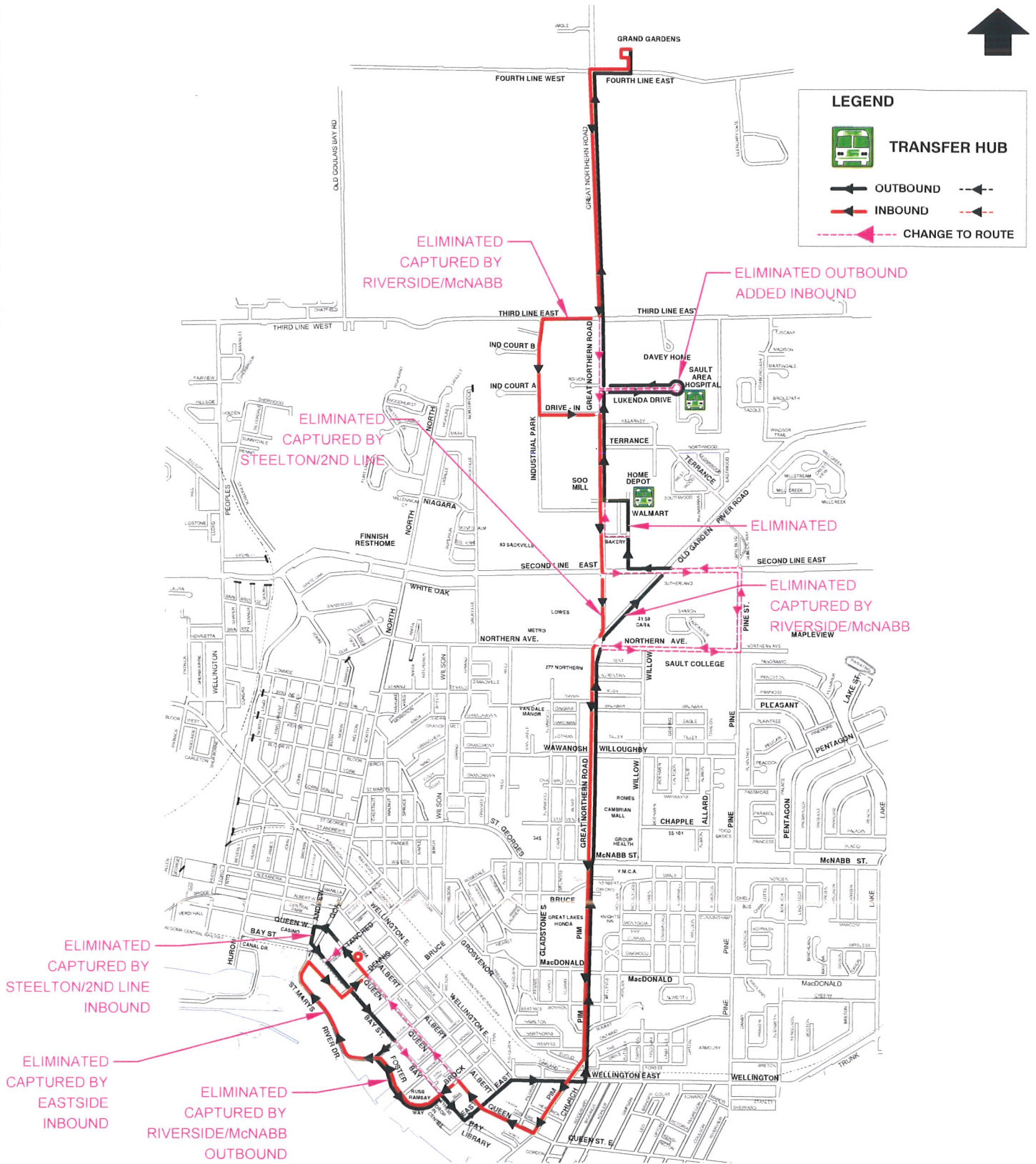
Appendix A Sault College Route Ridership



Appendix B SSM 3 Year Ridership Trend

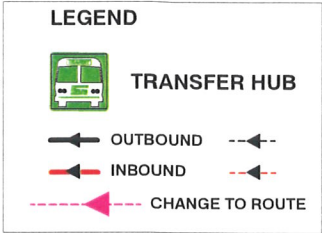
	2017	2018	2019	2020	Variance Per Month	
JANUARY	135,314	144,661	143,686	195,536	51,850	
FEBRUARY	136,909	137,936	133,457	184,832	51,375	
MARCH	154,991	155,120	161,946	133,610	-28,336	COVID-19 Impact
APRIL	135,255	145,963	150,636	31,957	-118,679	COVID-19 Impact
MAY	139,946	139,791	153,167	34,584	-118,583	COVID-19 Impact
JUNE	134,561	104,057	145,232			
JULY	122,974	93,964	145,184			
AUGUST	120,657	92,659	137,519			
SEPTEMBER	137,992	117,759	190,916			
OCTOBER	136,070	132,270	193,089			
NOVEMBER	142,818	138,072	190,522			
DECEMBER	129,802	114,762	149,257			
TOTAL	1,627,289	1,517,014	1,894,611	580,519	(162,373)	
Yr over Yr Growth			377,597			

GREAT NORTHERN ROUTE 2





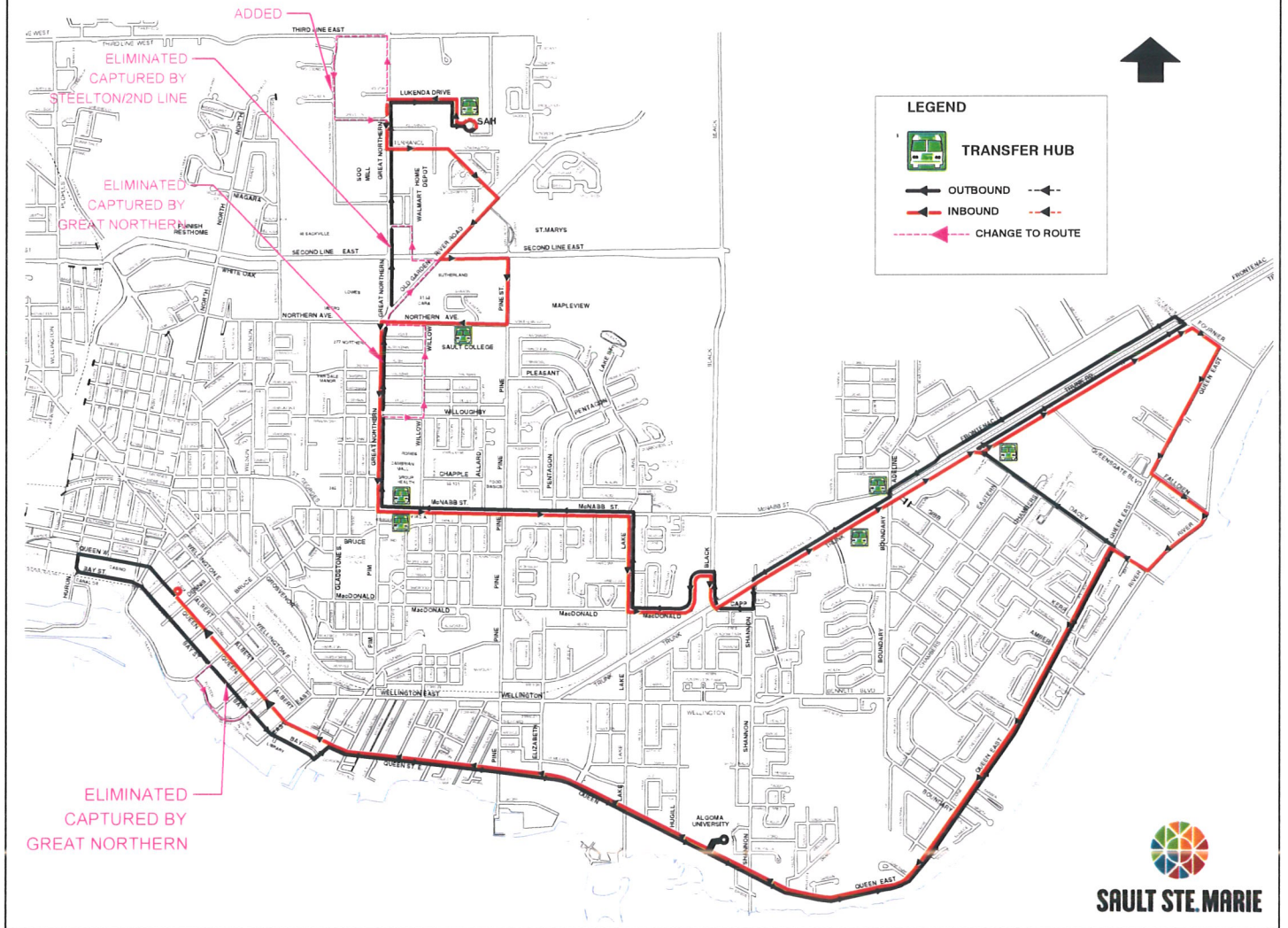
Page 73 of 203



**MONDAY TO FRIDAY WITH 1/2hr. SERVICE
EVENING AFTER 7PM/WEEKEND SERVICE**

**SAULT STE. MARIE**

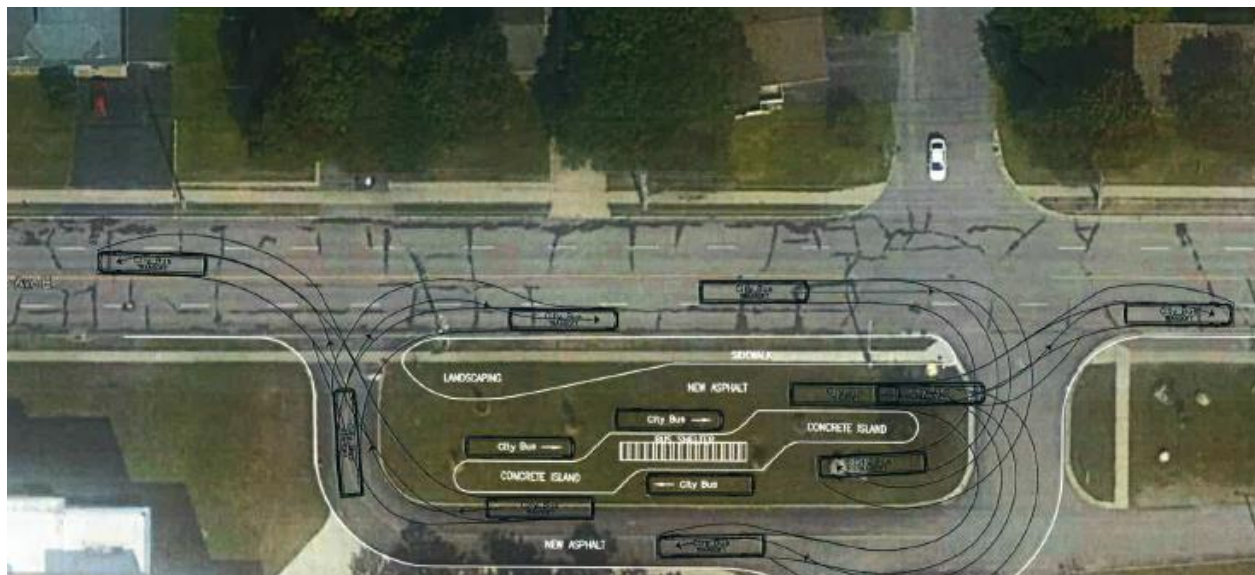
RIVERSIDE McNABB ROUTE 5





Notice of Public Information Session
Transit Northern Transfer Stop

The City is conducting a study regarding the use of land on the Sault College property located on Northern Avenue as a northern transfer stop for Sault Ste. Marie Transit. The 2018 Route Optimization Study recommended a route and schedule change to address options for the existing terminal located at Queen Street and Dennis Street, as well as the need for a northern bus transfer facility. A northern transfer facility will enable transit customers in both the east and west areas of the City to travel to destinations in the north area without having to go downtown to transfer. After a variety of options were considered, the study team determined that a Sault College transfer site would be ideal. The team also recognizes that as Sault College is attracting more students transit will be even more heavily utilized. Enhancing bus travel to this location will assist students as well as providing Sault Transit with additional revenue.



The option above is the preferred plan because there is a complete separation from Northern Avenue East traffic and the sidewalk. It also allows for a larger turning radius and maximizes landscaping opportunity and aesthetics. The public is invited to an information session anytime between the hours below to review and provide comment on the proposed study information. Items to be discussed include the purpose of the study, scope, existing traffic conditions, street conversion options and how options will be evaluated:

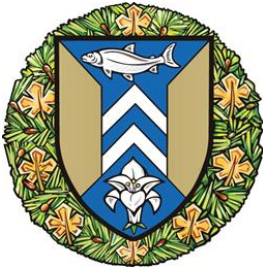
Date: Tuesday June 18, 2019
Time: 3 p.m. – 7 p.m.
Location: Welcome Centre, J-Wing, Sault College

The Study is being conducted as a Schedule A+ project in accordance with the province’s Municipal Class Environmental Assessment (Class EA) process. Members of the public are welcome to attend. City staff and the consultant will be available to answer questions. Parking is available at the Northern 4 entrance to Sault College in the J-North Parking Lot.

For further information on the study or the upcoming Public Information Centre, or to be included on the study contact list, please contact either:

Brent Lamming Director, Community Services Community Development and Enterprise Services City of Sault Ste. Marie Phone 705-759-5314 E-mail: b.lamming@cityssm.on.ca	Nicole Maione Manager, Transit and Parking Community Development and Enterprise Services City of Sault Ste. Marie Phone : 705-759-5434 Email : n.maione@cityssm.on.ca
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Respondents should note that information collected for this study will be subject to the Freedom of Information and Protection of Privacy Act. With the exception of personal information, all comments received will become part of the public record and may be included in the study documentation prepared for public review.



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

COUNCIL REPORT

July 13, 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: Seniors Community Grant Application

PURPOSE

The purpose of this report is to request Council's approval to apply for a grant announced by the Ministry for Seniors and Accessibility– Seniors Community Grant Program.

BACKGROUND

The Ministry for Seniors and Accessibility Action Plan for Seniors is committed to promoting the development of programs that acknowledge the contribution of seniors and focus on mental well-being, addressing social isolation, and helping older adults stay healthy, safe and engaged. This year, programming can be delivered remotely or virtually.

Ontario's Seniors Community Grant (SCG) Program was established in 2013 solely dedicated to helping seniors in a way that will encourage greater social inclusion, learning, volunteerism, and community engagement. This could include courses for seniors on financial and computer literacy, community events and physical and learning activities such as exercise and cooking classes.

Grants between \$1,000 and \$25,000 focused on grassroots initiatives at the local community level are available to unincorporated or incorporated non-profit organizations. The program requires a 20% contribution, which can be a combination of cash from applicant organization and/or in-kind contributions from the applicant or other sources.

ANALYSIS

The Seniors Community Grant Program will allow Seniors Services to expand and develop new programming to meet the needs of older adults in our community. We are proposing to apply for funding to update and offer more accessible options for those with vision, hearing and physical disabilities. This funding will also be

used towards offering more training and education opportunities for our volunteers and instructors, as we value their time and effort to bringing a variety of programs and classes to our 55+ population in the community. This will also include digital education for instructors/volunteers in order to offer these programs through our online programming via Zoom.

The funding would be to:

- Purchase 2 UbiDuo communication devices for those with hearing impairments and who are deaf.
- Book more interpreters for events and programs at both 55+ Active Living Centres
- Upgrade program materials and Bingo programs for those with hearing and vision disabilities – such as larger face playing cards for our many card programs, larger faced bingo cards etc.
- Train Volunteers/Instructors/Staff in a workshop called “Deaf Fit” teaching them how to interact with and instruct when someone who is deaf or hard of hearing is in their program/class
- Purchase Digital Media Captioning program to complement the Closed Captioning option on Zoom online programs that are now in place of face-to-face 55+ programming
- Host free First Aid/CPR training for our volunteers/instructors to keep them up to date with their certifications
- Offer education courses in technology so our participants can tune in via online and phone programs in order to reduce social isolation
- Purchase a digital bingo machine.

We will be asking for approximately \$25,000 in funding under Stream 1 – Local Initiatives.

FINANCIAL IMPLICATIONS

The City will be requesting approximately \$25,000 in funding and the City’s in-kind and operating contribution is estimated at \$6,000. There will be no incremental costs to the operating budget.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the Corporate Strategic Plan’s focus area: Service Delivery - Delivering Excellent Customer Services. The citizens of Sault Ste. Marie are the focus of our work and our existence. Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society. Dynamic citizen engagement is critical to our success.

RECOMMENDATION

It is therefore recommended that Council take the following action:

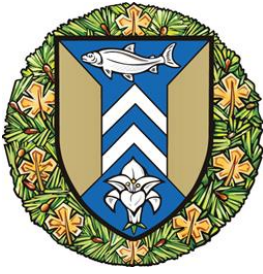
That the report of the Manager of Recreation and Culture dated 2020 07 13 concerning the Seniors Community Grant Application be received and the

recommendation that staff be authorized to apply to Ministry for Seniors and Accessibility – Seniors Community Grant Program be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'V McLeod', with a stylized, cursive script.

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



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

COUNCIL REPORT

July 13, 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: Seniors Community Grant Application 2020.docx

PURPOSE

The purpose of this report is to request Council's approval to apply for a grant announced by the Ministry for Seniors and Accessibility– Seniors Community Grant Program.

BACKGROUND

The Ministry for Seniors and Accessibility Action Plan for Seniors is committed to promoting the development of programs that acknowledge the contribution of seniors and focus on mental well-being, addressing social isolation, and helping older adults stay healthy, safe and engaged. This year, programming can be delivered remotely or virtually.

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Grants between \$1,000 and \$25,000 focused on grassroots initiatives at the local community level are available to unincorporated or incorporated non-profit organizations. The program requires a 20% contribution, which can be a combination of cash from applicant organization and/or in-kind contributions from the applicant or other sources.

ANALYSIS

The Seniors Community Grant Program will allow Seniors Services to expand and develop new programming to meet the needs of older adults in our community. We are proposing to apply for funding to update and offer more accessible options for those with vision, hearing and physical disabilities. This funding will be used

towards offering more training and education opportunities for our volunteers and instructors, as we value their time and effort to bringing a variety of programs and classes to our 55+ population in the community. This will also include digital education for instructors/volunteers in order to offer these programs through our online programming via Zoom.

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- Host free First Aid/CPR training for our volunteers/instructors to keep them up to date with their certifications
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- Purchase a digital bingo machine.

We will be asking for approximately \$25,000 in funding under Stream 1 – Local Initiatives.

FINANCIAL IMPLICATIONS

The City will be requesting approximately \$25,000 in funding and the City’s in-kind and operating contribution is estimated at \$6,000. There will be no incremental costs to the operating budget.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the Corporate Strategic Plan’s focus area: Service Delivery - Delivering Excellent Customer Services. The citizens of Sault Ste. Marie are the focus of our work and our existence. Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society. Dynamic citizen engagement is critical to our success.

RECOMMENDATION

It is therefore recommended that Council take the following action:

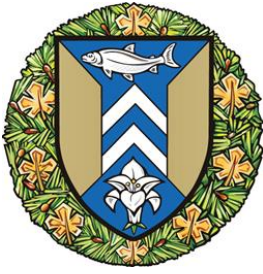
That the report of the Manager of Recreation and Culture dated 2020 07 13 concerning the Seniors Community Grant Application be received and the

recommendation that staff be authorized to apply to Ministry for Seniors and Accessibility – Seniors Community Grant Program be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'V McLeod', with a stylized, cursive script.

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



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

COUNCIL REPORT

July 13, 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: Rental Housing Incentive Program Extension to 2022

PURPOSE

The purpose of this report is to recommend that public notice be given for an extension of the City's Rental Housing Incentive Program for an additional two years.

BACKGROUND

In 2013, City Council approved a Rental Housing Community Improvement Plan under Section 28 of the Planning Act and Section 365 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects.

The Rental Housing Community Improvement Program provides for tax rebates on a declining basis over a three-year period with an additional incentive for facilities which support assisted-living programs or where additional barrier free units are constructed.

In summary, the existing program provides for a tax rebate of up to 75% of the municipal taxes resulting from an increase in the assessed value of the property in the first year. This declines to 50% in year two and 25% in year three.

The development of additional rental units is important to provide for a range of housing types to match residents' needs; to ensure the overall supply of affordable housing is maintained; and to provide good short-term housing options for persons wishing to move to Sault Ste. Marie.

In 2018, City Council approved a two-year extension to the program which will expire on September 9, 2020.

ANALYSIS

This program has been very successful.

To date, a total of 393 units had been approved under this program. The estimated total construction value of these units is approximately \$50 million. Several other rental housing projects are planned and staff expect to receive additional applications.

As shown on the attached table, ten projects totaling 176 units have been completed on are currently in the rebate program. These projects have resulted in an assessment increase of more than \$35 million. The total tax rebate paid for these projects is \$833,821.

Population and employment analysis for the City's new Official Plan indicates that a significant number of new workers will be required to replace those persons who are expected to retire in the near future. Approximately 25% – 30% of future housing demand is projected to be for rental units.

The local development industry is supportive of the program. Staff are recommending that the program be extended for an additional two years. Terms of the program are being reviewed but are not expected to change substantially.

Given that appropriate public notice is required to extend the program timeframe, staff is requesting that City Council authorize notice that this matter will be heard at City Council's August 10 meeting.

FINANCIAL IMPLICATIONS

The tax rebate will result in a levy increase, which will negate the assessment growth during the first three years. The tax rebate results in the deferral of the incremental tax increase resulting from the project until after the rebate period.

STRATEGIC PLAN / POLICY IMPACT

The extension of this incentive program is consistent with the Community Development and Partnerships focus area of the Corporate Strategic Plan. Specifically, this program creates economic activity, develops partnerships with key stakeholders and maximizes economic development and investment.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2020 07 13 concerning an extension of the Rental Housing Incentive Program be received and that Council authorize public notice for this matter to be heard on August 10, 2020

Respectfully submitted,



Donald B. McConnell, MCIP RPP

Director of Planning

705.759.5375

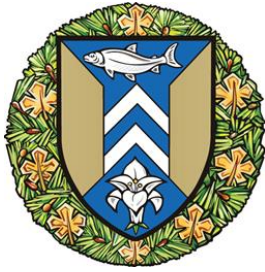
d.mcconnell@cityssm.on.ca

Rental Housing Municipal Tax Increment Program

Property	Years Paid	Prior Assessment	2020 Assessment	Assessment Increase	Total CIP Paid
COMPLETED					
181 Greenfield Dr	2015-2017	70,000	3,080,000	3,010,000	76,364.27
199 Breton Rd	2017-2019	38,500	686,000	647,000	11,844.08
384 Dovercourt Rd	2016-2018	59,560	647,000	587,440	11,273.66
496 Second Line West	2016-2018	97,000	1,315,000	1,218,000	30,242.60
606 Connaught Ave	2016-2018	10,900	3,204,000	3,193,100	47,714.79
676 Bay St	2016-2018	94,500	3,923,000	3,828,500	78,560.21
CURRENT					
346 John St	2019	379,500	1,311,000	931,500	3,022.87
69 Elmwood St	2017-2019	14,825	1,065,000	1,050,175	9,280.25
721 North St	2017-2019	15,511,425	26,000,000	10,488,575	266,019.50
969 Queen St	2017-2019	142,750	10,920,000	10,777,250	299,498.32
				35,731,540	\$ 833,821

PENDING

309 East Balfour St
 46 Melrose Ave
 531 Trunk Rd
 100 James St
 100 Estelle St
 188 Kohler St
 537 Trunk Rd



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

COUNCIL REPORT

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: DCIP – Financial Incentive Grant Applications – July 2020

PURPOSE

As part of the City's Downtown Community Improvement Plan (DCIP), a series of financial incentive grant programs have been implemented. The purpose of this report is to recommend a number of grant applications for Council's approval.

BACKGROUND

In November 2016, City Council approved a Downtown Strategy that included 46 specific recommendations focused on preserving and enhancing the Downtown, with the objective of encouraging the re-use of under-utilized downtown spaces, fostering residential development, and focusing on aesthetic improvements and place-making initiatives.

In support of this strategy, City Council, in May 2017, approved a Community Improvement Plan (legislated under section 28 of the Planning Act) to allow for various building improvement grants for smaller businesses and commercial buildings, and tax rebates for major new development in the Downtown.

To facilitate the provision of these grants, the City was successful in receiving \$600,000 from NOHFC, which matched the City's budget allocation for the implementation of the DCIP.

There are five grant programs within the DCIP:

- Tax Increment Equivalent Grant
- Façade Improvement Grant
- Building Activation Grant for Vacant Spaces
- Upper Floor Residential Conversion Grant
- Patio Conversion Grant

Other than the Tax Increment Equivalent Grant, all other grants are administered on a matching basis (i.e. matching private sector investment is necessary to be eligible for a grant). In addition, projects must demonstrate a comprehensive improvement, and not simply a series of selected maintenance or piece-meal

upgrades. To incentivize the best possible design for projects, pre-application design fees are considered as an eligible project cost. A description of each program is outlined below:

Tax Increment Equivalent Grant: The Tax Increment Equivalent Grant (TIEG) is a financial incentive program that provides the opportunity to redevelop buildings or lands. Redevelopment typically increases the assessed value of a property. To offset the increase in municipal property tax, eligible property owners may receive grants in instalments over a maximum four-year period. Before the issuance of a grant, all work associated with redevelopment or remediation must be completed, and completed work must result in an increase in the assessed value of the property (and associated property taxes). To be eligible for this program, projects must be able to demonstrate an investment of at least \$500,000 in the development or redevelopment of a commercially zoned property in the Downtown Community Improvement Project Area (CIPA).

Façade Improvement Grant: The Façade Improvement Grant (FIG) incentivizes property and business owners to address external design projects, which are often not prioritized. External façades of buildings play a critical role, both in attracting customers to a business, but also adds to a more visually appealing Downtown commercial area. To be eligible, projects must have a significant impact on the public realm by adding visual interest and a high level of aesthetic to the streetscape, all while respecting the character of the street and historical features of the building. A conceptual drawing from a registered design professional demonstrating colours, materials, signage, lighting, windows, doors, etc. must be submitted. Grants are administered on a matching funds basis, to a maximum of \$20,000.

Building Activation Grant for Vacant Spaces: Although there has been an improvement over the last number of years, the prevalence of vacant spaces is a major issue affecting the Downtown. The Building Activation Grant for Vacant Spaces provides developers and property owners with financial support to convert and/or rehabilitate vacant commercial properties into viable commercial uses (or residential, where permitted). Properties must be commercially zoned, vacant, and located in the CIPA. The focus of this grant is to transform interior spaces to attract long term tenants. Cosmetic and other minor improvements will only be eligible if they are part of a major renovation. The grant is administered on a matching funds basis, to a maximum of \$20,000.

Upper Floor Residential Conversion Grant: New residents are key to a successful Downtown, providing a constant market for the goods and services that are provided in this area. To encourage opportunities to create livable spaces in the Downtown, the Upper Floor Residential Conversion Grant assists property owners with the cost of improvements related to the conversion of vacant, upper-floor

commercial space to residential dwelling units. The grant is administered on a matching funds basis, to a maximum of \$15,000.

Patio Conversion Grant: Downtown is a place to gather and socialize. As demonstrated both locally and in other cities, patios associated with restaurants and bars attract people to an area. To foster the creation of these gathering spaces, the Patio Conversion Grant encourages businesses to capitalize on underutilized privately owned space by establishing permanent patio infrastructure. The grant is allocated on a matching funds basis of up to \$5,000.

ANALYSIS

The grant programs are a proven tool in attracting private sector investment into the Downtown. Included in this report is a summary of five property owners requesting a number of different grants. These projects, when completed, will contribute approximately \$1,580,000 of private sector investment into the Downtown, facilitating new façade upgrades, repurposing vacant commercial spaces, and establishing a new patio.

Address; Applicant	Grant Requested/Grant Amount Total Investment; Description of Work
302 Queen Street East; Pharlaw Investments Inc.	Façade Improvement Grant; Building Activation Grant: \$40,000; The grants will be utilized to repurpose the former “Davis Block” for a new IDA Pharmacy. In addition to the pharmacy, the newly activated space will also have a walk-in clinic, Sweet Greetings Gift Shop (complete with a coffee bar), a cosmetics section and groceries. It is anticipated that the revitalization of this building will result in 5 full time positions and 15-part time positions. The work will also include significant upgrades to the façade of the building which are in keeping with the overall heritage of the Downtown.
405 Queen Street East; Joe Ruscio and Romina Ruscio	Façade Improvement Grant: \$20,000; The project will address the exterior of 405 Queen Street East, the former Hoogovens building. Treatments will include a more modern canopy along the lower façade, updated lighting and

	banners. Painting is also proposed around the windows, to establish a more modern aesthetic. The proposed improvements are being done to accommodate Joe Ruscio Professional Corporation to locate in the building, along with other IT businesses. The project helps to maintain the Downtown as a viable administrative centre. With this project, 22 jobs will be relocating to the Downtown, and it is anticipated that 4 new jobs will be created.
76 East Street; East Street Pizza Co.	Patio Conversion Grant: \$5,000 East Street Pizza Co. is a flourishing Downtown business, offering a unique dining experience and range of high quality food. East Street was established in 2019, and as part of their opening, invested significantly on the interior and exterior of the building. Largely a take out restaurant, a permanent patio will allow East Street to house more dine-in customers. In addition, the patio will help foster a sense of vibrancy within the Downtown. The patio improvements include permanent furnishings, such as an awning, as well as lighting upgrading and seating. Once complete, the patio will be able to accommodate a minimum of 5 tables, with approximately 20 seats.

FINANCIAL IMPLICATIONS

The total budget to implement the Downtown Community Improvement Plan is \$1,300,000. NOHFC and the City are both contributing \$600,000, while \$90,000 is being provided through the Ontario Main Street Revitalization Initiative. The Downtown Association is also contributing \$10,000. The funding allocation for the financial incentive programs is \$600,000. The amount of grants from the applications outlined in this report will total \$65,000. If these grant applications are approved, \$385,000 of the total \$600,000 will have been committed to grants.

STRATEGIC PLAN / POLICY IMPACT

Approval of these grants is consistent with the City's Corporate Strategic Plan which specifically identifies Vibrant Downtown Areas as a key strategic direction within the Quality of Life focus.

SUMMARY

The applications received to date are a positive indication of the determination of downtown property owners to reinvest in their buildings to support businesses and to attract people to this important area of the community. Applications recommended for approval in this report represent approximately \$1,580,000 in new investment in the downtown.

Staff will continue to receive applications during the course of the DCIP. Applications will be accepted until the budget allocation for the financial incentive programs has been exhausted. With respect to the administration of approved applications, grant applicants must complete the work and pay all contractors, consultants, labourers, materials, etc. in full. Projects must be completed prior to the issuance of the grant (i.e. a new façade, a leasable commercial space, new residential unit ready to be rented, or a new patio ready for service). As well, for all construction related projects, building permits must be obtained to ensure work is done in accordance with the standards prescribed by the Ontario Building Code. Once the work is completed, paid for, and inspected, the grants are then provided to the applicant. If there are any outstanding work orders, fire code violations, or zoning or other municipal by-law infractions, staff will not issue the grants.

RECOMMENDATION

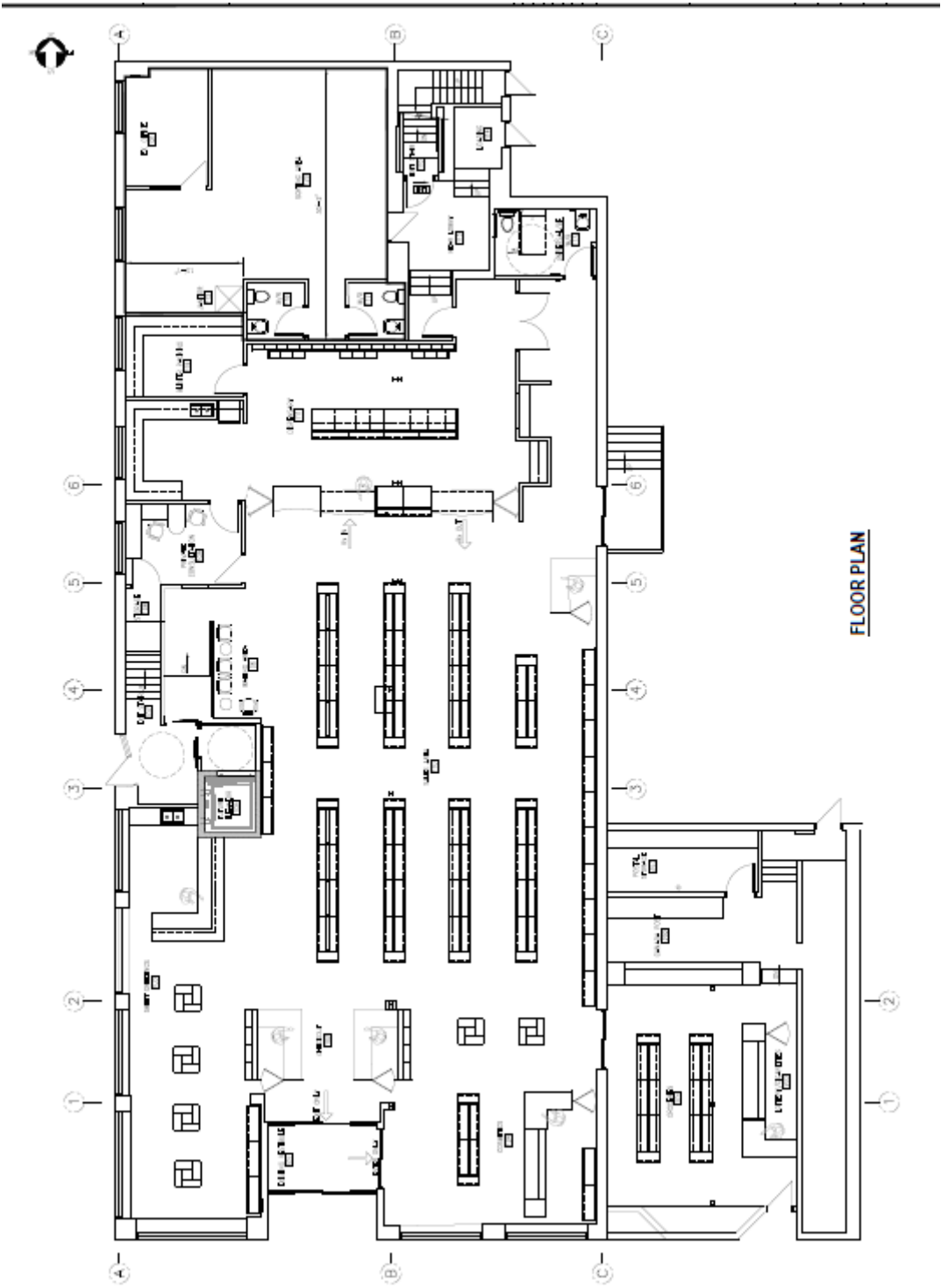
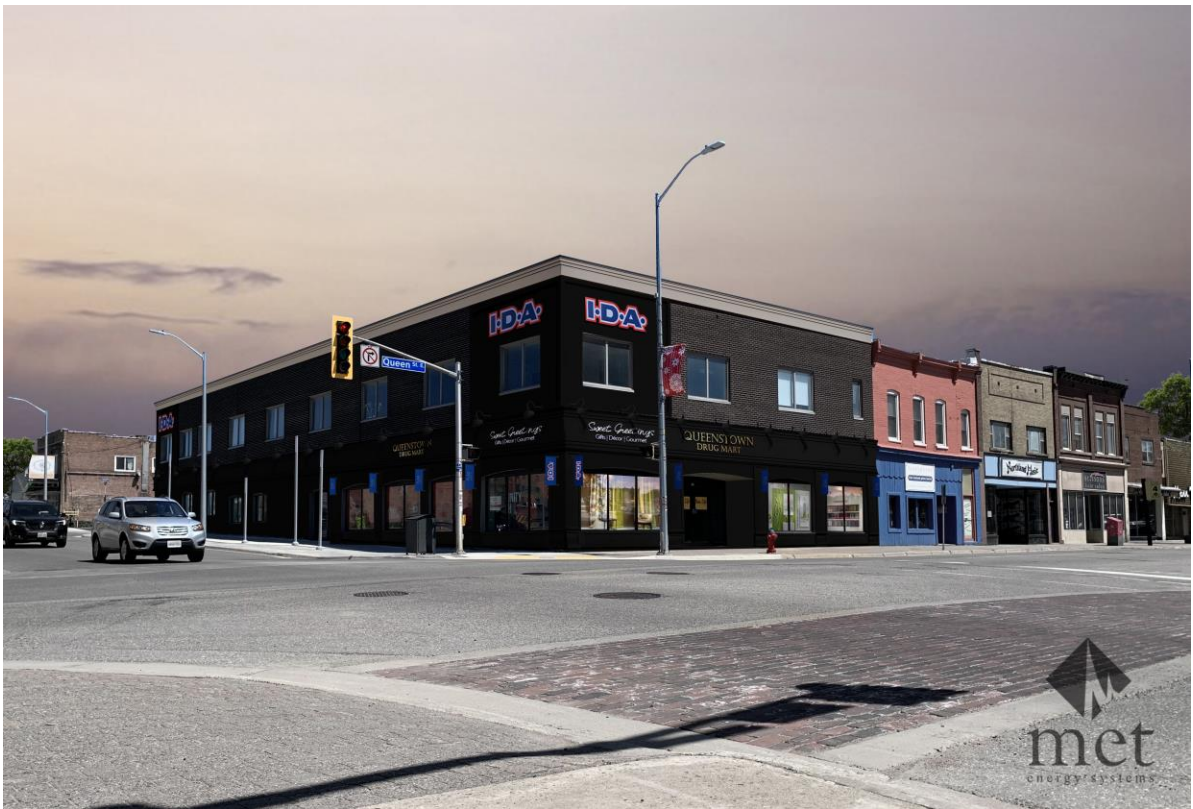
It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2020 07 23, concerning the Downtown Community Improvement Plan Financial Incentive applications be received, and that the grant applications identified in this report be approved.

Respectfully submitted,



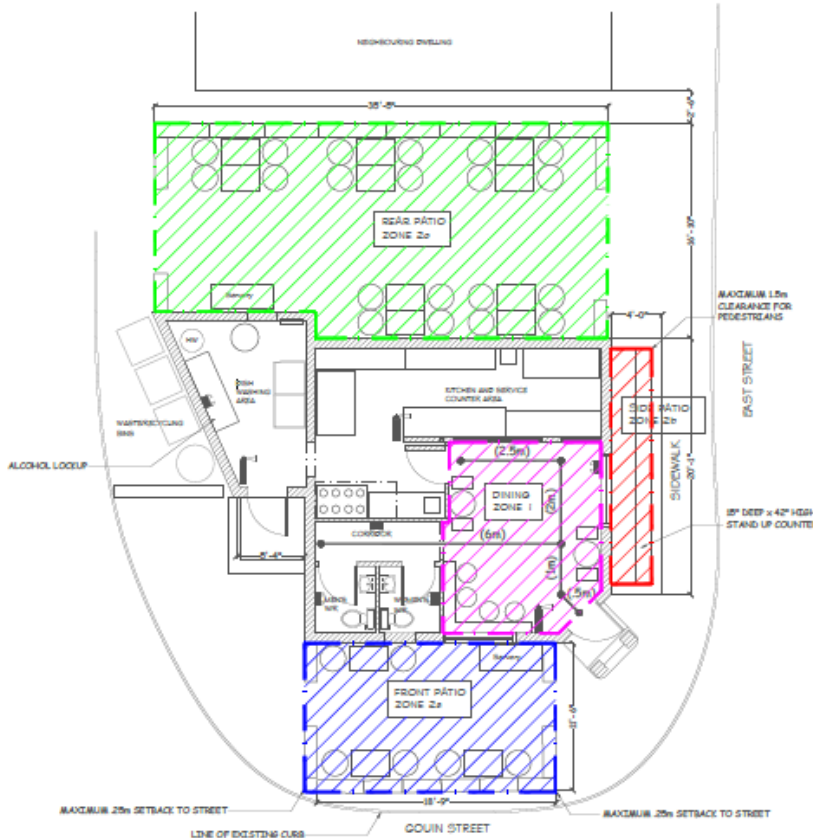
Stephen Turco, RPP
Senior Planner
705.759.5279
s.turco@cityssm.on.ca

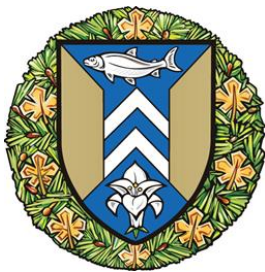


302 Queen Street East



405 Queen Street East





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

COUNCIL REPORT

July 13, 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: Economic Growth Incentive Program

New Agawa Canyon Tour Train Building

PURPOSE

The purpose of this report is to recommend approval of the new Agawa Canyon Tour Train building for the municipal tax increment rebate program.

BACKGROUND

In July 2018, City Council approved an Economic Growth Community Improvement Plan.

This plan limited incentives to only export oriented businesses as identified as emerging technologies in the Growth Plan for Northern Ontario and the Community Adjustment Committee's "People Place Prosperity" documents.

The program goals and objectives are:

- To attract significant investment and employment to Sault Ste. Marie.
- To further diversify the local economy.
- To increase the municipality's tax base.

This program allows City Council to approve a one-time grant of up to \$100,000 or a grant of up to 100% of the incremental increase in the municipal portion of the property taxes for a maximum of three years resulting from the development, rehabilitation and reassessment of lands and buildings.

The application currently before Council is for approval under the municipal property taxes increment rebate program.

ANALYSIS

The former St. Mary's Paper site has undergone a significant transformation since the closure of the paper mill facilities. Now known as the Paper Mill District, this area includes the repurposing of one of the largest heritage buildings on-site into a dining and entertainment centre.

Last year, the property owner reached an agreement with CN Rail to relocate the Agawa Canyon Tour Train to this site in a new and much larger station that is currently under construction.

The main tenant of the building will be the Agawa Canyon Tour Train depot which includes the departure lounge, exhibit area, expanded gift shop, ticket office and related mechanical and storage areas. The building will also include a 2000 ft.² Group of Seven exhibit space and a new microbrewery and pub.

However due to the current Covid-19 pandemic, the Agawa Canyon Tour Train will not operate this year.

Approval of an application under the municipal property taxes increment rebate program is subject to three criteria.

Criteria #1 limits eligible projects to those which are primarily export based and bring significant new money into the community. Tourism is one of the targeted industry sectors identified by the program. The Agawa Canyon Tour Train is the most significant tourist attraction in the Sault Ste. Marie area. Therefore, the project meets Criteria #1.

Criteria #2 limits eligible projects to those which include a significant investment in either land or building related activities, resulting in an increase in assessment. In total, the site development and infrastructure work, environmental remediation, building construction, professional fees and new exhibits are estimated to cost in excess of \$10 million. This will result in a significant increase in assessment and therefore meets Criteria #2.

Criteria #3 requires a significant economic impact to the community. One-time impacts due to the construction of the development are estimated to exceed \$10 million. Annual impacts will result from the tour train and other site programming activities which provide numerous opportunities for the private sector, including increased attendance at other local attractions, hotel accommodation, dining and shopping. This project also complements the \$12 million investment by the federal government in the Sault Ste. Marie Canal National Historic Site currently underway.

An estimated total of 67 direct jobs will be created in the community of which more than 40 will be on-site. Equally important, a large number of existing tourism-based jobs will be maintained. One-time construction employment will be between 60 and 75 person-years. Significant new taxes will be realized for all three levels of government. Therefore this project meets Criteria #3.

Given that this project meets all three criteria, staff are recommending a 100% municipal property tax increment rebate for the three year maximum.

FINANCIAL IMPLICATIONS

This tax rebate will result in a levy increase, which will negate the assessment growth during the first three years. The tax rebate results in the deferral of the incremental tax increase resulting from the project until after the rebate period ends.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application under the Economic Growth Community Improvement Plan is consistent with the Community Development and Partnerships focus area of the Corporate Strategic Plan. Specifically, this approval contributes to creating economic activity, developing partnerships with key stakeholders and maximizing economic development and investment.

RECOMMENDATION

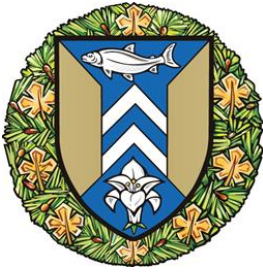
It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated 2020 07 13 concerning the Economic Growth Incentive Program be received and that Council approve a 100% municipal property tax increment rebate for the new Agawa Canyon Tour Train station project for three years.

Respectfully submitted,

A handwritten signature in black ink that reads "D.B. McConnell". The signature is written in a cursive, flowing style.

Donald B. McConnell, MCIP RPP
Director of Planning & Enterprise
Services
705.759.5375
d.mcconnell@cityssm.on.ca



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

COUNCIL REPORT

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Single Sourcing – Cycling Lanes Line Painting and
Pavement Symbols Contract

PURPOSE

The purpose of this report is to obtain Council approval to single source line painting and pavement marking services for the implementation of 9 priority cycling routes, which were outlined in staff's report, dated February 24, 2020. As well, staff is recommending additional parking prohibitions to Traffic By-law 77-200, which are required for the implementation of the planned cycling routes.

BACKGROUND

In 2019, Council approved the implementation of four (4) of the nine (9) priority cycling routes. These include:

Pine Street – from Northern Avenue to Queen Street
Willow Avenue – from Northern Avenue to McNabb Street
Wawanosh Avenue/Willoughby Street – from Grand Crescent to Pine Street
Queen Street East – from the Sault Golf and Country Club property to Dacey Road

On February 24, 2020, Council endorsed the implementation of the remaining 5 priority cycling routes, specifically:

Lake Street – from Village Court to Queen Street
MacDonald Avenue – from Pine Street to Black Road
North Street – from Mary Avenue to Wellington Street
Korah Road – from Henry Street to Lyons Avenue
Goulais Avenue – from Second Line to Bonney Street

At the May 25, 2020 meeting, Council approved a resolution to not hold public information sessions, due to the COVID-19 pandemic. In lieu of a public information session, staff has sent out notices to approximately 650 properties directly fronting streets with planned cycling facilities. Notice was sent on June 25,

2020. To date, comments were received from 12 residents, mostly concerned about the loss of on-street parking.

ANALYSIS

In May of 2020, staff issued a Tender for Line Painting and Pavement Markings, however, no bids were received (the Tender closed on June 16, 2020). Subsequent to receiving no bids, staff discussed options on how to advance the line painting and pavement symbols.

After discussing options, it was determined to approach a local asphalt contractor, with the capabilities to conduct the required line and pavement symbols painting. Superior Asphalt was contacted, and staff received a reasonable quote to conduct the work.

Given the lack of bids received for the specific line painting and pavement symbols, and the timing of the City's funding agreement to implement the recommended cycling routes, staff is now recommending that the work be single sourced to Superior Asphalt.

In accordance with the Procurement Policies and Procedures By-law, section 22(3), Single sourcing is warranted when:

- there is an absence of competition for technical reasons and the Goods, Services and/or Construction can only be supplied by a particular Supplier
- no bids were received in response to a Bid Solicitation or Quotation Procedure

As indicated, there were no bids received from the original tender. In addition, the number of contractors providing line painting services is limited, as evidenced by only one bid received to conduct the City's annual line painting contract.

It should also be noted that the implementation of the recommended cycling routes will require changes to the Traffic By-law, prohibiting on-street parking on those sections of streets where painted cycling lanes are planned. A summary of the changes is attached to this report.

FINANCIAL IMPLICATIONS

The City has received \$580,000 in provincial funding, by agreeing to contribute \$145,000, based on an 80/20 cost share agreement (Council has approved \$145,000 as part previous budgets). This has resulted in a total implementation budget of \$725,000. OMCC funding must be spent by then end of 2020.

The quotation received to complete the line painting and pavement symbols work from Superior Asphalt is \$116,319.70 (plus HST). Implementing the recommended cycling routes will also require the installation of identification and regulatory signage. The purchase and installation of the signage will be brought back to Council at a later date.

STRATEGIC PLAN / POLICY IMPACT

Implementing the recommended AT Strategy aligns with several strategic directions advanced by Council: Enhancing or investing in new AT infrastructure will foster the development of public spaces and support the City's global competitiveness; Expanding active transportation opportunities will support Council's goal of creating a vibrant and attractive downtown, one that contributes to the vitality and resiliency of our City; Investing in multi-use path networks, particularly towards the James Street neighbourhood, supports the revitalization of public spaces which creates opportunity for economic growth, diversity and social interaction; And working with local stakeholders on the implementation of AT aligns with Council's objective of collaborating with community partners, which is essential to the City's overall success.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of Senior Planner, dated 2020 07 23, concerning Single Sourcing – Cycling Lanes Line Painting and Pavement Symbols Contract be received, and that line painting and pavement marking services be awarded to Superior Asphalt, be approved, and further, that Council authorize the Legal Department to prepare an amendment to Traffic By-law 77-200, as outlined in the document attached to this report.

Respectfully submitted,



Stephen Turco, RPP

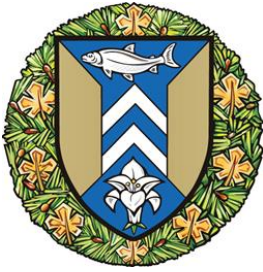
Senior Planner

705.759.5279

s.turco@cityssm.on.ca

Proposed Changes: Parking Prohibitions
By-law 77-200

	STREET	SIDE	FROM	TO	PROHIBITED TIMES OR DAYS
DELETE:	Goulais Avenue	west	Wallace Terrace	Second Line Road	0600 hrs. to 0900 hrs. 1230 hrs. to 1700 hrs.
	Goulais Avenue	east	Wallace Terrace	Second Line Road	1500 hrs. to 1800 hrs.
ADD:	Goulais Avenue	both	Wallace Terrace	Second Line Road	any time
DELETE:	Korah Road	east	Devon Road	91 m south of Devon Rd.	any time
	Korah Road	east	Douglas Street	125 m north of Douglas St.	any time
	Korah Road	west	Second Line Road	30 m south of Connaught Ave.	any time
	Korah Road	west	Douglas Street	40 m north of Douglas Street	any time
ADD:	Korah Road	east	Douglas Street	Cheshire Road	any time
	Korah Road	west	Douglas Street	Henry Street	any time
DELETE:	North Street	east	Bainbridge Street	Second Line Road	1130 hrs. to 1200 hrs. 130 hrs. to 1530 hrs.
	North Street	east	Cathcart Street	Northern Avenue	Saturdays, Sundays and holidays excepted.
	North Street	east	Second Line	Niagara Drive	any time
	North Street	west	Second Line	north limit of Kiewedin School	any time
	North Street	west	St. Andrews Terrace	49 m north of St. George's Ave.	any time
	North Street	west	Walnut Street	Strand Avenue	any time
	North Street	west	south limit of Civic 571	north limit of Civic 571	any time
ADD:	North Street	east	St. George's Avenue	Niagara Drive	any time
	North Street	west	St. George's Avenue	Millennium Court	any time
	North Street	east	Cathcart Street	St. George's Avenue	any time
	North Street	west	St. Andrews Terrace	St. George's Avenue	any time
DELETE:	Lake Street	east	69 m north of C. P. R. property	south limit of MacDonald Ave.	any time
	Lake Street	east	46 m north of Wellington St.	15 m south of Wellington St.	any time
	Lake Street	west	Creery Avenue	Trunk Road	Nov. 1st to Apr. 30th
	Lake Street	west	MacDonald Avenue	Creery Avenue	any time
ADD:	Lake Street	both	Wellington Street	McNabb Street	
	Lake Street	east	Wellington Street	15 m south of Wellington St.	any time
ADD	MacDonald	both	Pine Street	Lake Street	any time



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

COUNCIL REPORT

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Fleet Management Services Review – FCM Asset
Management Funding

PURPOSE

The purpose of this report is to seek Council approval of a submission to FCM for grant funding to complete the Public Works Fleet Management Services Review.

BACKGROUND

Public Works working with the Finance Department, has compiled a comprehensive inventory of our equipment and have requested additional capital funding for this area. During the 2020 budget session, Council requested the completion of this study in conjunction with the additional funds provided for the upgrade of the Public Works fleet.

ANALYSIS

The Federation of Canadian Municipalities (FCM) has announced a funding opportunity whereby they are offering grants to help strengthen municipality's asset management practices. One of the overall goals is to help equip cities with the plans to be able to continue providing the community with reliable services and a high quality of life. The program is focused on small or medium-sized communities. As our Fleet Management Service Review was planned for 2020, this may be an excellent opportunity to offset a significant amount of the cost to taxpayers.

FINANCIAL IMPLICATIONS

It is understood that the municipality would be eligible for 80% of total eligible project costs, to a maximum of \$50,000 for individual applications given our population and the criteria. Public Works has estimated and budgeted \$55,000 for this study.

STRATEGIC PLAN / POLICY IMPACT

This project supports the Focus Area: Infrastructure – Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated 2020 07 13, be received and the recommendation that staff be authorized to apply for a grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program for the Fleet Management Services Review, be approved.

Further that the Municipality commits to conducting the activities in its proposed project submitted to the Federation of Canadian Municipalities' Municipal Asset Management Program to advance our asset management program: Complete a Fleet Management Services Review.

Further that the Municipality commits up to \$55,000 from its 2020 capital allocation for equipment through the Public Works Equipment Reserve toward the costs of this initiative.

Respectfully submitted,

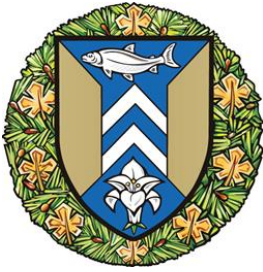
A handwritten signature in blue ink, appearing to read 'Susan Beach', is positioned above the printed name.

Susan Hamilton Beach, P. Eng.

Director – Public Works

705.759.5207

s.hamiltonbeach@cityssm.on.ca



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

COUNCIL REPORT

July 13, 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: Miscellaneous Paving – Contract 2020-9E

PURPOSE

The purpose of this report is to obtain approval to award Contract 2020-9E. The work generally consists of supplying all materials, labour and equipment necessary for the resurfacing of Grosvenor from Bruce Street to Trelawne Avenue, Grand Boulevard from St. Georges Avenue to Northern Avenue, Penno Road from Peoples Road to St. Patrick Street, Korah Road from Rossmore Road to Moss Road, Cooper Street to Second Line to 200m north, Andrew/Albert Street intersection improvements and Surface Treatment of various locations within the Municipality of Sault Ste. Marie and Prince Township.

BACKGROUND

Tenders received via email for Contract 2020-9E were opened Thursday, June 25, 2020 at the Civic Centre. Present at the opening was Deputy Clerk Madison Zuppa as well as City staff. Results were posted on the City website immediately after.

ANALYSIS

Two (2) tenders were received and were found to be complete and free of errors. The low tender of \$1,827,106.20 (excluding HST) was received from Ellwood Robinson Incorporated.

FINANCIAL IMPLICATIONS

In the 2020 miscellaneous construction budget, \$516,000 was available for resurfacing and \$200,000 for bridge rehabilitation. Further, at the 2020 05 11 meeting, Council approved that \$1M of capital underruns on 2020 tenders be allocated to Miscellaneous Paving for a total budget of \$1,716,000.

When the Prince Township costs are removed and an allowance for non-recoverable HST is added, the City's cost to complete this project is projected to be \$1,690,280. This is below the revised total allocation in the 2020 capital budget of \$1,716,000.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

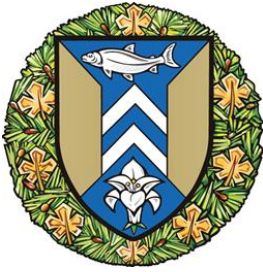
Resolved that the report of the Manager of Design and Transportation Engineering, dated 2020 07 13, concerning the Miscellaneous Paving Contract, be received and the recommendation that Contract 2020-9E be awarded to Ellwood Robinson Incorporated be approved.

By-law 2020-138 authorizing execution of Contract 2020-9E appears elsewhere on the Agenda and is recommended for approval.

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

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Catherine Taddo, P. Eng., Land Development and
Environmental Engineer
DEPARTMENT: Public Works and Engineering Services
RE: West End Sewage Treatment Plant Dechlorination System
Retrofit

PURPOSE

The purpose of this report is to request by-law approval for the Engineering Agreement with AECOM Canada Ltd. for the West End Sewage Treatment Plant Dechlorination System Retrofit work.

BACKGROUND

In 2019, the treatment plant operators reported issues with the existing dechlorination system located at the West End Sewage Treatment Plant. AECOM Canada Ltd. was retained to prepare a memo outlining alternative options, and a recommended solution was proposed. The recommended solution includes dechlorinating near the outlet chamber using a heated, insulated, and secured mobile unit.

ANALYSIS

Preliminary estimates indicate that the conceptual level budget estimate is approximately \$200,000, including both engineering and construction. The capital costs will be further defined during the preliminary and detailed design phases. When recoverable HST is removed, the City's cost for engineering services is estimated to be approximately \$42,000. The engineering fees and single sourcing are within the staff approval levels as authorized in the Purchasing By-law. The engineering and construction can be funded from the approved 2020 wastewater treatment plant capital maintenance budget.

FINANCIAL IMPLICATIONS

When recoverable HST is removed, the City's cost for engineering services is estimated to be approximately \$42,000 to be funded from the 2020 wastewater treatment plant capital maintenance budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

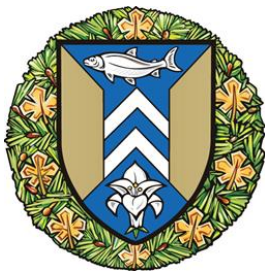
It is therefore recommended that Council take the following action:

The relevant by-law 2020-137 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Catherine Taddo, P. Eng.
Land Development and Environmental Engineer
705.759.5380
c.taddo@cityssm.on.ca



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

COUNCIL REPORT

July 13, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: By-Law Enforcement Task Force

PURPOSE

The purpose of this report is to address the following resolution from the June 3, 2019 meeting of Council:

Whereas at its 2019 01 28 meeting, Council accepted as information a report concerning property standards and yard maintenance by-law enforcement which outlined various means of reducing the amount of time for properties to reach compliance; and

Whereas the 2019 budget included increased funding for a second By-Law Enforcement Inspector to increase compliance; and,

Whereas there is a need to increase enforcement efforts related to the sewer use by-law and drainage agreements; and,

Whereas there continues to be a strong direction by Council to improve the effectiveness of property standards, yard maintenance, sewer use and drainage by-law enforcement efforts across the City;

Now Therefore Be It Resolved that a task force including Councilors Dufour, Niro and Vezeau-Allen as well as representatives from Legal, Public Works and Engineering and Building Division Staff be formed to review the property standards, yard maintenance, sewer use by-laws, and drainage agreements and compare with best practices on order to obtain improved and timely compliance, and report back to Council with recommendations.

BACKGROUND

The By-Law Enforcement Task Force was formed by Council to develop a coordinated approach among Council, City departments and other agencies in expediting enforcement and to foster better communication related to enforcement. It was an effort to partner together to meet common goals and to

help close the disconnect between front line and governance. Property standards enforcement is clearly a priority of Council.

Communication during enforcement needs improvement; protocols, processes and timelines must be clearly outlined and available to property owners, tenants, Council, other agencies and staff. It is also clear that time lines to compliance need to be shortened as much as practical, and as much as legislation and due process will allow.

ANALYSIS

Since September, the Task Force has met three times. In addition to Councillors Niro, Dufour and Vezeau-Allen, staff from Legal, Public Works, Engineering and Building Divisions, representatives from DSSAB, Police and Fire Services participated and provided valuable input. DSSAB has initiated an Affordable Home Ownership Pilot Program that will benefit significantly from the recommendations of this Task Force. The sooner properties can be made available for the program, the less likely they will reach the point where they are not salvageable.

The bulk of discussions fell under three broad categories: Enforcement, Resources, and Communications. The overall intent of the Task Force was to improve the service level to the community. The recommendations of the Task Force are provided below in italics, each of which is followed by brief commentary for context:

Enforcement - A Coordinated Approach:

- *Building Division will map processes with anticipated timelines and communicate protocols to front-line staff for derelict properties. Process map(s) will include enforcement processes related to 1. Property Standards, 2. Yard Maintenance, 3. Sewer-Use, and 4. Drainage Agreements on title. All agencies (City Engineering and Building Divisions, Police and Fire Services, and DSSAB) to review and agree on processes.*

Good process mapping will accurately inform anyone interested in becoming familiar with the processes. Preparation of this mapping is underway. The Task Force agrees that all efforts should be made to improve/expedite the process yet still meet statutory timelines for property owner response. These process maps may be edited as required in the future.

- *Strike an ongoing task force comprised of two members of Council, representation of City departments and agency staff to meet regularly to address repeat problems and regularly review processes for continuous*

improvement in expediting enforcement. The task force will consider implementing an IMET (Integrated Municipal Enforcement Team) which is a model successfully used in other communities. An ongoing mandate would include responsibility for assembling an inventory of potential units for the DSSAB Affordable Home Ownership Pilot Program. Task force to meet at least semi-annually.

Enforcement staff will compile a list of problem properties. The mandate of the task force is to ensure the process addresses long-term problem properties and reduces/eliminates repeat complaints. The Task Force agreed that the intention is for the Building Division to be pro-active in enforcement thereby reducing the burden of the community having to report properties repeatedly. The Task Force will be comprised of two members of City Council, and Building, Engineering, Legal and DSSAB staff with assistance from Police and Fire Services when required.

- *Amend Procurement by-law 2016-143 to expedite cleanups and demolitions. The current \$2,500 threshold for low value purchases should be raised to at least \$5,000, and the current \$15,000 threshold for informal quotations should be raised to \$30,000. Develop vendor-of-record lists for ease of procurement for single sourcing the securing, cleanup, demolition and hazardous material reviews of properties, and award assignments to vendors on a rotational basis.*

Staff can only act expeditiously under the current procurement by-law for amounts up to \$2,500. The Task Force agreed that the current methods can be too time consuming for amounts greater than \$2,500 and every effort must be made to expedite this component of enforcement. These thresholds need to be raised as they will benefit procurement in all City Departments.

- *Amend the City's Property Standards By-Law 2012-09 for enhanced regulation of vacant buildings.*

Vacant building by-laws have been implemented in several municipalities as a means to mitigate problems associated with vacant buildings. They typically include the requirement to register the vacant building and pay a fee, comply with property use by-laws, regulations and statutes, and posting a sign with the owner's name and contact information. This can be achieved by amending Part 7 of the City's Property Standards By-Law and strengthening provisions to require higher standards of maintenance of vacant lands and buildings to prevent deterioration.

Resources – Full and Effective Use

- *Based on an internal operations review of the Building Division, it is recommended that the Building Division continue operating with five building inspectors and two by-law enforcement officers but submit an operating increase request in the 2021 budget for a part-time by-law enforcement officer.*

The addition of a second By-law Enforcement Officer has been very effective. Full effects are still under review. An internal review of operations suggests the existing fulltime complement is almost sufficient. There is a need for a part-time by-law enforcement officer, and during peak times additional administrative support. Division leadership request that an allowance be provided in the 2021 budget for the hiring of a part-time by-law enforcement officer. It is felt that additional administrative support can be provided during peak times by administrative staff in the Engineering Division and the existing summer student complement.

- *Meet with the Innovation Centre to develop GIS applications for mapping and monitoring trends in the geographical components of enforcement.*

Staff have met with the Innovation Centre and IT with a view to develop GIS features to aid in enforcement and to allow staff and Council to monitor progress on individual properties. These initiatives would build on the success of the Complaint Tracking System currently in use.

- *Develop performance indicators to track successes and identify areas for improvement.*

Some performance indicators are already being tracked by the Building Division. More can be developed and tracked. Consider a financial review of current situation and monitor costs going forward including issuing a quarterly statistical account of the number of complaints, actions, cost of contracted services (boarding up/demolition etc.), and actual recovery rates from taxes.

Communications – Enhance and Increase

- *Internal: Enhance Complaint Tracking System so that updates can be entered by the Legal Department as well as the Building Division to improve communications for all parties. Formalize communications and educate front-*

line staff on communication protocols. Add drainage complaint process into the complaint tracking system.

The complaint tracking system is intended to carry the bulk of communications. Staff and Council need it to be reliable and up-to-date. Management staff are emphasizing that field staff log all communications and site visits promptly. The system has already been revised so that when the Legal Department is involved, Legal staff now has the ability to update the complaint log with all information related to court proceedings and timelines. Staff will also work towards adding drainage complaints into the system, which will require that engineering staff also be permitted to add comments and append attachments.

- *External: Publish all process maps on City web page. Building Division to provide periodic enforcement reports to Council. Consider publishing fines. Standardize all outgoing correspondence.*

Once process maps are finalized, they will be published on the City web page. Another option is to consider publishing fines.

FINANCIAL IMPLICATIONS

There will be a request for an operating increase of \$50,000 in the 2021 budget for part-time by-law enforcement which would be an increase to the levy. There may be some modest cost associated with GIS work. It is noted that if there is a significant portion of sewer use by-law enforcement duties related to sanitary sewers, then it is permissible to use sanitary sewer revenue for that portion.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report are primarily linked to the Service Delivery component of the Strategic Plan. The recommendations include amendments to the Property Standards and Procurement by-laws.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering on behalf of the By-Law Enforcement Task Force dated 2020 07 13 be received and the recommendations that staff proceed to:

- Map processes with anticipated timelines for: 1. Property Standards, 2. Yard Maintenance, 3. Sewer-Use, and 4. Drainage Agreements on title;
- Strike an ongoing task force (comprised of two members of City Council, Building, Engineering, Legal and DSSAB staff with assistance from Police and Fire Services when required) to meet regularly to address repeat problems and regularly review processes for continuous improvement in expediting

enforcement, and assemble an inventory of potential units for the DSSAB Affordable Home Ownership Pilot Program. (Task force to meet at least semi-annually);

- Amend Procurement by-law 2016-143 by raising the current \$2,500 threshold for low value purchases to \$5,000, and the current \$15,000 threshold for informal quotations to \$30,000 (amended by-law to follow at a future Council meeting for approval);
- Amend Property Standards By-law 2012-09 to enhance the regulation of vacant lands and buildings (amended by-law to follow at a future Council meeting for approval);
- Request an operating increase in the 2021 budget for a part-time by-law enforcement officer;
- Develop GIS applications for mapping and monitoring trends in the geographical components of enforcement;
- Develop more performance indicators to track successes and identify areas for improvement;
- Enhance Complaint Tracking System so that updates can be entered by the Legal Department as well as the Building Division to improve internal communications for all parties; and,
- Publish all process maps on City web page to enhance external communications, be approved.

Respectfully submitted,



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



**SAULT
STE. MARIE**

By-Law Enforcement Task Force

July 13, 2020

Background

- Task Force was formed to develop recommendations for a coordinated approach among all agencies in expediting enforcement and to partner together to meet common goals

Analysis

- Task Force Councillors Niro, Dufour and Vezeau-Allen, staff from Legal, Public Works, Engineering and Building Divisions, representatives from DSSAB, Police and Fire Services
- Discussions and final recommendations developed under three broad categories:
 1. Enforcement,
 2. Resources, and
 3. Communications

Enforcement – A Coordinated Approach

- **Map processes with anticipated timelines for enforcement**
- **Strike an ongoing task force (Councillors, City / agency staff) to address repeat problems and assemble an inventory of potential units for the DSSAB Affordable Home Ownership Pilot Program**
- **Amend Procurement by-law to expedite cleanups and demolitions**
- **Amend Property Standards by-law for enhanced regulation of vacant buildings**

Resources – Full and Effective Use

- **Request an operating increase in the 2021 budget for a part-time by-law enforcement officer**
- **Develop GIS applications**
- **Develop more performance indicators**

Communications – Enhance and Increase

- **Enhance Complaint Tracking System to improve internal communications for all parties**
- **Publish all process maps on City web page to enhance external communications**



**SAULT
STE. MARIE**

**Thank you
Questions?**

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

June 27, 2020

Mr. Charlie Smith
69 Drake Street
Sault Ste. Marie, Ontario
P6A 5A8

Dear Charlie,

I have your letter regarding Finn Hill.

First off, please accept my appreciation for demonstrating that you care about our community. It is important to care about the community that you live in. It is also important to try and improve the community you live in. Your letter is a great example of both.

With specific respect to Finn Hill, after receiving your letter I asked city staff to provide me with a briefing on the history of the City's involvement with the hill. City Council has, from time to time, considered investing in the hill and the type of infrastructure that you have suggested; however, previous Councils have never made the decision to spend the money that would be required to make that investment. Other priorities and city facilities, many of which require significant upkeep and resources, have come first.

I do think you have made a very good point and that the matter is worth considering again. I have provided your letter to Virginia McLeod who works in our Community Development department and with our Parks and Recreation Committee. I would suggest to you that you should raise the issue with your ward Councillors and see if either of them have any interest in considering the project. If they do, they would be able to assist you in moving it forward.

Thank you for taking the time to write to me Charlie. You are important to your community and you can make a difference. I appreciate your effort and I am confident that you will make Sault Ste. Marie a better place.

Sincerely,

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

Dear, Mr. provenzano

I love Finhill but I think it
needs a little upgrade. It's fun but
the walk up takes a lot of energy.
Maybe a way to get up the hill
without walking. That will make it so you don't have
to leave as soon. like a conveyor belt, a toe
Rope and a chair lift. bye. please write
back.

P.S. thanks for the pin.

from, Charlie L. Smith

69 drake street

OFFICE OF THE MAYOR



CORPORATION OF THE
CITY OF SAULT STE. MARIE

July 6, 2020

The Right Honourable Justin Trudeau, Prime Minister of Canada
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

The Honourable Chrystia Freeland, Deputy Prime Minister
House of Commons
Ottawa, ON K1A 0A6

Dear Prime Minister Trudeau & Deputy Prime Minister Freeland,

RE: Canada/US Border

I am writing to you as a Mayor of one of Ontario's border cities and after consultations and discussions with many of my colleagues. Specifically, I have spoken with and I am writing to you at the direction of the Mayors that I have copied on this correspondence.

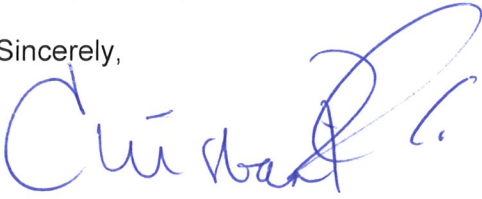
I can confirm that we appreciate and support the leadership your government has shown and the decisions it has made with respect to the Canada/US border closure. We have asked all of our citizens to make sacrifices that minimize the risk of COVID – 19 spreading and, together, we have made substantial progress in flattening the curve. In the context of those sacrifices and that progress, we have a continuing responsibility to minimize any risk that we can through good public policy decisions.

I can confirm that my colleagues and I agree that the Canada/US border should remain closed until such time that the COVID – 19 risk of travel between the two countries is minimal. However, we recognize that there will be ongoing discussions between Canada and the United States about when the border should be opened, how it should be opened and what metrics should be considered in coming to those decisions. Considering that our communities will be most immediately affected and, arguably, at the highest risk of COVID – 19 exposure, we would appreciate the opportunity to have a discussion with your government in order that we may have a better understanding of your government's decision making process and you may have the benefit of our input prior to any decision about the border's re-opening.

I appreciated the opportunity to speak with Deputy Prime Minister Freeland in early April about these same matters and I would be glad to arrange and host a videoconference with her and the Mayors identified herein at her convenience. If the Deputy Prime Minister is agreeable to participate in a video-conference, I ask that she confirm that with my office along with a time (or times) agreeable to her and we will make the necessary arrangements.

In closing, I thank you for the leadership you have both shown during this challenging time and I await your response.

Sincerely,



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

Cc: Premier Doug Ford
Terry Sheehan, MP Sault Ste. Marie
Minister Ross Romano, MPP Sault Ste. Marie
Mayor Mike Bradley, Sarnia
Mayor Jim Diodati, Niagara Falls
Mayor Wayne Redekop, Town of Fort Erie
Mayor Bev Hand, Village of Point Edward
Mayor Bernadette Clement, Cornwall
Mayor, Brett Todd, Prescott
Mayor Deborah Ewald, Rainy River
Mayor June Caul, Fort Frances
Mayor Betty Disero, Niagara on the Lake
Mayor Ted Lojko, Town of Gananoque



Mayor Christian Provenzano
99 Foster Drive
SAULT STE. MARIE, ON
P6A 5X6

Dear Mayor Provenzano:

INTERNATIONAL BORDER OPENING

It is with grave concern and worry that we have learned from various news outlets that the City of Sault Ste. Marie is contemplating a discussion item on the city agenda of opening up the international border to our neighbors from the United States.

I wish to be absolutely clear that Garden River First Nation does not support the opening up the border until such time the COVID-19 pandemic is held and managed in a manner that it is safe for all people to cross the international border. I am sure you will agree with me that the risks are too high at this time. Any premature effort to recommend the opening up of the border without clear consultation from Garden River will not have our consent. In fact this is NOT a decision for the city to make alone without the inclusion of everyone who will be impacted. This is a matter of jurisdiction of which we must be part and includes our voice in the decision-making.

COVID-19 as we have all come to learn is a deadly virus and it can spread now in various ways. Opening up the border at this time will cause panic and anger from all sectors of society because of its uncertain movement. To compound this is the surge currently happening in the United States and the amount of lives it has taken in Ontario, Canada, United States and the world.

Garden River First Nation does recommend the establishment of a Task Force composed of representation of all levels of government to participate and be informed when the border should be opened.

I trust the city will be wise and prudent in your discussions and keep the safety and wellbeing of all. The price of our people especially our Elders and those who have compromised and weak immune systems is our highest priority.

Respectfully,

Chief Andy Rickard, Sturgeon Clan
Garden River First Nation

c.c. Chief Dean Sayers, Batchewana First Nation
Mr. Terry Sheehan, Member of Parliament
Minister Ross Romano, MPP



BATCHEWANA FIRST NATION OF OJIBWAYS

RANKIN RESERVE 15D
GOULAIS BAY RESERVE 15A
OBADJIWAN RESERVE 15E
WHITEFISH ISLAND 15

Administration Office 236 Frontenac Street
Rankin Reserve 15D
Batchewana First Nation, Ontario P6A 6Z1
Ph. (705) 759-0914 / C&C Fax (705) 759-8213
www.batchewana.ca

July 9, 2020

Mayor Christian Provenzano
Sault Ste. Marie, ON
Via email: l.bell@cityssm.on.ca

Dear Mayor Provenzano

On behalf of Batchewana Chief and Council, I send you and City Council greetings.

In the spirit of working together I am reaching out to you in regards to an issue that was brought to our attention via Sootoday that your Council will be discussing a position with respect to the re-opening of the International border on Monday July 13, 2020.

Batchewana First Nation leadership has an obligation to protect our People through whatever means necessary to ensure and maintain a high quality of life for our members. We acknowledge that our neighbours in Sault Ste Marie and Garden River have the same obligations and it is our hope that we can all work in cooperation with respect and understanding for one another as we navigate through these difficult times.

This correspondence will serve as notice that Batchewana does not condone or support opening the border at this time. Batchewana leadership is concerned with the lack of preparedness, as well as consideration to the impending second wave of COVID-19. These issues will seriously compromise the incident rates of COVID 19 that we have been working so diligently to minimize.

We recognize that our First Nation population is far too fragile and vulnerable to take any unnecessary risks and we implore you and your council to take this into consideration with your upcoming deliberations.

Sincerely

Chief Dean Sayers

CDS:sk

cc

Chief Andy Rickard, GRFN
Ms. C. Syrette, IFC
BFN Council



His Worship Christian Provenzano, Mayor and City Councilors

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

June 1, 2020

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

Re: Covid-19 Unprecedented Times Unprecedented Measures Required

Dear: Mayor Provenzano and Councilors

We would first like to extend our gratitude to you, Council and the staff of the City for the work and dedication they have, and continue to have, in prioritizing the health, wellbeing and future of our community.

Municipalities across the province will be face with unprecedented challenges in the coming weeks, months and years as they seek ways to adjust to the new parameters of conducting government, financing a municipality and representing their constituents.

Your Sault Ste. Marie Chamber of Commerce has been very active at the provincial level of government and within its own chamber network advancing its call for the review and modernization of the property tax system. This will be a very important and strategic element of the recovery of our community and ability of our Municipality to create a competitive environment for economic recovery, as it will be for all municipalities across the province. We continue to support property tax policy that avoids any unnecessary burden to be borne by any tax class(es) while stimulating recovery and achieving tax fairness. This means that there must be a new paradigm developed that addresses the key concerns of revenue generation for the municipality, future value of properties and the ability of tax classes to pay.

As the City of Sault Ste. Marie hears from councilors and community stakeholders for recovery ideas the Chamber would like Council to consider supporting the attached resolution submitted to the Ontario Chamber of Commerce for consideration and review by the network. While the formal resolution process has been put on hold this resolution has secured and garnered support throughout many chambers in the province.

We would hope that you as Mayor and City Council would be open to discussing how Council could demonstrate its support for this resolution and potentially review this with your Municipal colleagues and municipal associations.

Respectfully,

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

Carlo Spadafora, President

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

Rory Ring, CEO

ACHIEVING PROPERTY TAX FAIRNESS ACROSS ONTARIO

Submitted by the Sault Ste. Marie Chamber of Commerce and Co-sponsored by the Burlington Chamber of Commerce

ISSUE

Commercial and industrial payers contribute significantly to Ontario's property tax base, which is the primary source of revenue for municipal government. However, real concerns about the benefits received by businesses versus residential taxpayers, and the rationale for the notable disparity in property tax treatment between residential and non-residential ratepayers, continue to persist. Put plainly, the proportion of property value and the resulting tax contributions made by these two distinct groups of property owners relative to the overall tax revenue collected by municipalities for services provided and consumed are vastly different and inequitable. This trend adversely affects commercial and industrial enterprises of all sizes and across all sectors and is pervasive in communities across the province, with very exceptions.

BACKGROUND

Ontario's Property Tax system has not been fully reviewed since the new Ontario Fair Assessment System (OFAS) was first introduced by the former Harris government approximately 25 years ago.

Since that time, significant changes have occurred across Ontario's economic landscape influencing global and local competitiveness and fundamentally altering traditional economic paradigms. This trend has been further compounded by increasing demands placed on municipalities as they are confronted with new and evolving challenges, such as: social housing, the opioid crisis, climate change, rapidly evolving technology, and the growing infrastructure deficit. This list goes on.

While municipalities are alive to such concerns, as pressure on the property tax increases, the municipality community is faced with the daunting task of attempting to balance their fiscal realities against growing and competing demands for local and regional services. This situation is compounded by the limited revenue tools available to municipalities to meet their financial obligations and an antiquated system of property tax mitigation programs and relief mechanisms to achieve locally sensitive tax policy priorities that has not been comprehensively revisited or reformed since the mid-1990's.

It is also important to note that property tax bills in Ontario include a substantial portion of the total levy that is directed to the Province to fund our education system. In many cases, this share of the property tax bill (known as the provincial education tax) exceeds the amount collected for municipal purposes. The disparity in terms of property tax rate treatment between non-residential and residential property owners for municipal purposes is even more extreme when the education tax rate is considered, further exacerbating the disproportionate property tax burden shouldered by commercial and industrial property owners and their tenants.

When property tax is unfavourably biased against the business community, the province's economic competitiveness, its ability to attract and retain talent and investment, create jobs, and to position Ontario for growth and prosperity are undermined.

In acknowledging the shortcomings of Ontario's current property tax system, the Province made a promise in its 2019 Spring Budget to develop an action plan to *Respect Ontario Property Taxpayers* underpinned by a comprehensive review to explore opportunities to:

- Enhance the accuracy and stability of property assessments;
- Support a competitive business environment;
- Provide relief to residents; and
- Strengthen the governance and accountability of the Municipal Property Assessment Corporation (MPAC) to ensure better representation for Ontario property taxpayers.

To support a meaningful and informed review process, the government committed to seeking input on these issues through consultation with residents, businesses, municipalities and other stakeholders. Thus far, no plan has been revealed to fulfil this promise.

COVID-19 CRISIS IMPACTS

While 2020 was scheduled to coincide with the Municipal Property Assessment (Corporation) MPAC's next comprehensive province-wide reassessment (revaluation) of all property to provide the basis for property taxation in 2021 through 2024, the Province wisely announced in its Spring Economic Update to postpone this exercise indefinitely in response to the COVID-19 crisis. The Government of Ontario should be applauded for this swift and decisive action.

Because of the uncertainty that currently exists about the full scope and magnitude of the economic impacts of the pandemic, this pause on reassessment as a relief mechanism is both warranted and helpful for the following reasons:

- It avoids the reassessment related property tax shifts that would inevitably occur, that might bear no relationship whatsoever to the *current* market value of property, if the proposed valuation date of January 1, 2019 was implemented;
- The longer term impact of the current economic crisis on the value of property that would serve as the basis for Ontario's property tax system is not yet known; real estate markets should be allowed to stabilize in order to inform the next comprehensive market value update to mitigate unnecessary volatility; and
- The ability of property owners/tenants to absorb changes in property tax burden and even pay current obligations is significantly impacted by the COVID related economic downturn.

In order to address pandemic-related economic impacts and respond to longstanding concerns about the need for holistic reform, a thorough and thoughtful review of Ontario's property tax system, with a focus on modernization to ensure competitiveness, is now more than ever crucial to inform transparent, stable and equitable property tax treatment into the future.

In short, the COVID-19 crisis has compounded the systemic challenges experienced by both taxpayers and taxing authorities arising from the current regime and has amplified the urgency of a comprehensive review and reform of Ontario's property tax system.

RECOMMENDATIONS

The Ontario Chamber of Commerce urges the Government of Ontario to:

1. Honour its 2019 Budget Commitment to ensure a modern and competitive property tax system and to develop an action plan to respect Ontario's property taxpayers based on meaningful and thoughtful consultation and collaboration with affected stakeholders including: residents, business, industry, municipalities, and subject matter experts.
2. Consider providing new revenue and/or property tax mitigation tools and flexibility to municipalities in order to manage property tax burdens in a fair and equitable manner, address new economic paradigms, and to target relief to business property owners/tenants in response to local tax policy priorities and objectives.
3. Address the significant disparity between residential and non-residential property tax rates for education tax purposes.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-137

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated July 13, 2020, between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for

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 13th day of July.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

2017

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

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

WEST END WASTEWATER TREATMENT PLANT
DECLORINATION SYSTEM RETROFIT

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 13TH day of JULY, 2020

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

AECOM CANADA LTD.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client requires consulting engineering services for the retrofit of the dechlorination system at the West End Wastewater Treatment Plant.

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

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

DEFINITIONS

1. **Engineer**

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

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

3. **RFP**

4. **Addenda**

5. **Order of Precedence:**

- i. Addendums (if any)
- ii. Request for Proposal issued
- iii. Proposal submission document

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

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

1.2 Compensation

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

1.3 Staff and Methods

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

1.4 Drawings and Documents

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

1.5 Intellectual Property

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

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

1.6 Records and Audit

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

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

1.7 Changes and Alterations and Additional Services

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

1.8 Delays

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

1.9 Suspension or Termination

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

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

1.10 Indemnification

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

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

1.11 Insurance

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

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability and \$2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000.00 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

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

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

1.12 **Force Majeure**

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

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

1.13 **Contracting for Construction**

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

1.14 **Assignment**

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

1.15 **Previous Agreements**

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

1.16 **Approval by Other Authorities**

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

1.17 **Sub-Consultants**

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

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

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

1.19 **Publication**

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

1.20 **Confidential Data**

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

1.21 **Dispute Resolution**

1) Negotiation

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

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

- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

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

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

1.22 **Time**

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

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

1.23 **Estimates, Schedules and Staff List**

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

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

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

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

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

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

1.23.3 Monthly Reporting of Progress

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

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1.24 **Additional Conditions**

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

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services to be provided by AECOM as detailed in the Engineer's Proposal dated May 20, 2020 re:
Consulting Engineering Fees West End WWTP Dechlorination System Retrofit.
- 2.02 Services to be provided by Client as detailed in the Engineer's Proposal dated May 20, 2020 re:
Consulting Engineering Fees West End WWTP Dechlorination System Retrofit.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

a) Cost of the Work:

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

b) Site:

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

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

~~3.2.1 Fees Calculated on a Percentage of Cost Basis~~

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

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

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

Classification	Billing Rate (\$/hour)
Senior Engineer/Director	\$160 - \$220/hr.
Project Manager	\$150 - \$210/hr.
Design Engineer	\$120 - \$190/hr.
Senior Technician/Designer	\$100 - \$130/hr.
Junior Technician	\$70 - \$100/hr.
Senior Inspector	\$90 - \$120/hr.
Junior Inspector	\$70 - \$90/hr.
Support Staff	\$70 - \$90/hr.

~~Grade:_____~~ Hourly Rate:

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

3.2.2.2 Time Expended

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

3.2.3 Lump Sum Fee

~~3.2.3.1 Lump Sum Fee Basis~~

- ~~a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.~~
- ~~b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 12% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.~~

- ~~e) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.~~
- ~~d) HST will be added to the Lump Sum Price.~~

3.2.4 Reimbursable Expenses

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

3.2.5 Upset Cost Limit

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of **\$41,000.00** plus applicable taxes made up as follows:
 - (i) **\$ 37,200.00** plus applicable taxes for Core Services as described in Schedule A; and,
 - (ii) **\$ 3,800.00** plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

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

3.3.2 Fees Calculated on a Percentage of Cost Basis

- ~~a) Monthly Payment~~

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

~~b) — On Award of Contract~~

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

~~c) — Delay of Award of Contract~~

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

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

~~d) — On Completion of the Work~~

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

3.3.3 Terms of Payment

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

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM CANADA LTD.

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

This ____ Day of _____, 20____

Signature	
Name	Rick Talvitie, P. Eng.
Title	Manager, Northern Ontario

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

This 13th Day of July, 2020

Signature		Signature	
Name	Christian Provenzano	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

ARTICLE 5 – ATTACHMENTS

1. AECOM Proposal dated dated May 20, 2020 re: Consulting Engineering Fees West End WWTP Dechlorination System Retrofit.

Supplementary Conditions

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

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

“

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

“

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

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

“

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

“

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

Delete second paragraph.

4) Article 1, General Conditions, Clause 1.11 – Insurance

Add:

The insurance coverage will include \$5,000,000 Pollution Liability.

5) Article 3 – Fees and Disbursements, Clause 3.2 – Basis of Payment, Sub-Clause 3.2.5 – Upset Cost Limit, (b)

Amend this clause by the addition of the following paragraph:

“A communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.”

SCHEDULE "A"

FEE ESTIMATE

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

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
West End WWTP Declorination System Retrofit	As per Agreement	\$41,000 ⁽ⁱ⁾		

Note:

- (i) Fees excludes taxes.

May 20, 2020

Catherine Taddo, P.Eng.
Land Development and
Environmental Engineer
Public Works and Engineering
Services
City of Sault Ste. Marie
99 Foster Drive,
Sault Ste. Marie, ON P6A 5X6

Dear Ms. Taddo:

Regarding: Consulting Engineering Fees – West End WWTP – Dechlorination System Retrofit

Please accept this letter in response to your request for an engineering proposal for the retrofit of the dechlorination system at the West End Wastewater Treatment Plant (WWTP). A previous technical memorandum "Sault Ste. Marie West End WWTP – Dechlorination Options Review" dated March 4, 2020 discussed the various options for dechlorinating the treated effluent before discharge to the environment. The memo recommended providing a mobile dechlorination unit for the operators to transport to the site during the disinfection season. The estimated cost for this approach, including the costs for site preparation, decommissioning, and relocating equipment is approximately \$140,000 excluding engineering fees.

Our proposed work plan includes:

- 1- Complete Preliminary and Final designs of the upgrades including:
 - a. Sizing a mobile unit to be retrofitted to a chemical dosing mobile enclosure;
 - b. Designing the relocation of the existing Metcon dosing system;
 - c. Reviewing and designing the electrical and controls for the upgrade;
 - d. Designing of an access road and fencing system.
- 2- Review packages with the City;
- 3- Administer the tender for the upgrades; and
- 4- Construction support including contract administration and periodic inspections.

A breakdown of the fees is presented in **Table 1** and the time/task breakdown is appended. Please note that given that our work program includes preliminary and detail design and there are some unknowns related to the scope of the services we have included a 10% contingency in our fee estimate.

Table 1: Fees Estimate

Task	Cost (\$CAD)
Project Management, Administration and Quality Control	\$ 2,600
Design Work & Tendering	\$ 22,800
Construction Support	\$ 11,800
Subtotal	<u>\$ 37,200</u>
Contingency (10%)	\$ 3,800
TOTAL ⁽¹⁾	<u>\$ 41,000</u>

(1) Costs do not include HST

The proposed schedule assuming a June 1st start is presented in **Table 2**.

Table 2: Proposed Schedule

Task	Dates
Draft Design Package	July 3, 2020
Project Meeting #1: Draft Package Review	July 10, 2020
Final Design Package	July 31, 2020
Project Meeting #2: Tender Package Review	Aug 14, 2020
Tendering & Contract Award Support	Sep 11, 2020

We would like to thank the City for the opportunity to provide a quotation for this work. Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Sincerely,
AECOM Canada Ltd.



Bander Abou Taka, P.Eng.
Design Delivery Lead
AECOM Canada Ltd.
T: (519) 963-5930
E: bander.abouataka@aecom.com



Rick Talvitie
Manager, Northern Ontario
AECOM Canada Ltd.
T: (705) 942-2612
M: (705) 971-2612
E: Rick.Talvitie@aecom.com

Time-Task Matrix



City of Sault Ste. Marie
West End WWTP Dechlorination Upgrades

	Project Manager	Client Advocate	Design Delivery Lead	Electrical Engineer	I&C	CADD Design	EIT	Construction Admin	Field	Port	Support	Total Hours	Subtotal	AECOM Disbursements	TOTAL FEES
Hourly Rate															
Task 1: Project Management, Administration and Quality Control															
General Project Management and Administration	2	1									2	5	\$784	\$250	\$1,034
Monthly Progress Reports	2	1										3	\$620		\$620
AECOM Quality Control and Health & Safety Requirements	1	1	1				2				2	7	\$899		\$899
Subtotal	5	3	1	0	0	0	2		0	0	4	15	\$2,303	\$250	\$2,553
Task 2:Preliminary Design Package															
DRAFT Design Package	1	1	16	8	16	8	16			24	2	92	\$11,894	\$150	\$12,044
Project Meeting #1: Preliminary Design Workshop	1	1	2				4					8	\$1,060		\$1,060
Subtotal	2	2	18	8	16	8	20		0	24	2	100	\$12,954	\$150	\$13,104
Task 3: Tender Design Package															
Finalize Design	1	1	8	8	8	4	4			8		42	\$5,690		\$5,690
Project Meeting #2: Tender package review	1	1	2				2					6	\$870		\$870
Tendering and Contract Award Support	1	1	8	1	1	2	8				2	24	\$3,024	\$100	\$3,124
Subtotal	3	3	18	9	9	6	14		0	8	2	72	\$9,584	\$100	\$9,684
Task 4: Construction Support															
Construction Support & Inspections	1	1	2	2	2	2	4	16	32			62	\$8,410	\$200	\$8,610
Asbuilt Drawings Update			1	1	1	2		2	2	8		17	\$2,110	\$100	\$2,210
Post Construction Inspection and Warranty		1						2	4			7	\$1,005		\$1,005
Subtotal	1	2	3	3	3	4	4	20	38	8	0	86	\$11,525	\$300	\$11,825
Base Scope Total	11	10	40	20	28	18	40	20	38	40	8	273	\$36,366	\$800	\$37,166
Total Cost	\$2,310.00	\$2,000.00	\$5,400.00	\$2,000.00	\$5,600.00	\$2,790.00	\$3,800.00	\$3,250.00	\$4,560.00	\$4,000.00	\$656.00				
% of Hours (to nearest 0.1%)	4.0%	3.7%	14.7%	7.3%	10.3%	6.6%	14.7%	7.3%	13.9%	14.7%	2.9%				
Contingency	10%														\$3,800
TOTAL															\$41,000

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-138

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for the Miscellaneous Paving Contract (Contract 2020-9E).

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 Contract dated July 13, 2020 between the City and Ellwood Robinson Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the Miscellaneous Paving Contract (Contract 2020-9E).

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 13th day of July, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"
CORPORATION OF THE CITY OF SAULT STE. MARIE
CONTRACT 2020-9E
FORM OF AGREEMENT

This Agreement made (in triplicate) this 13th day of July in the year 2020 by and between

Ellwood Robinson Inc. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

MISCELLANEOUS CONTRUCTION/PAVING
CONTRACT 2020-9E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Don Elliott, P. Eng. Director of Engineering acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason

or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

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

THE CONTRACTOR: Ellwood Robinson Inc.
2075 Great Northern Road
Sault Ste. Marie, ON P6A 5K7

THE OWNER: Mr. Don Elliott, P. Eng.
Director of Engineering
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Facsimile 705-541-7165

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

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR - CHRISTIAN PROVENZANO

(seal)

CITY CLERK – RACHEL TYZINSKI

THE CONTRACTOR

ELLWOOD ROBINSON INC.

(seal)

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-139

AGREEMENTS AND SIGNING AUTHORITY: A by-law to approve the standard form Amending Agreement for Tier 1 Users of City Facilities and the Licence to Occupy City Property Agreement and delegate to the Assistant City Solicitor/Senior Litigation Council or his/her delegate signing authority to execute same on behalf of the City of Sault Ste. Marie ("City"); to approve the standard form Standard Terms and Conditions City of Sault Ste. Marie Outdoor Facility Contract and delegate to the Manager of Recreation & Culture or his/her delegate signing authority to execute same on behalf of the City; to approve the standard form Facility Use Agreement and delegate to the Director of Community Services or his/her delegate signing authority to execute same on behalf of the City; and to approve the standard form Licence to Occupy City Property Agreement (Community Events) and delegate to the Deputy CAO – Community Development & Enterprise Services or his/her delegate signing authority to execute same on behalf of the City, all for the purpose of adding necessary COVID-19 language to each agreement.

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

1. **FORM OF AMENDING AGREEMENT APPROVED**

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

2. **AMENDING AGREEMENT POWERS DELEGATED**

- (i) The Council hereby delegates to the Assistant City Solicitor/Senior Litigation Council or his/her delegate, signing authority to execute the Amending Agreement substantially in the form of Schedule "A" on behalf of the City of Sault Ste. Marie to amend the following agreements:
 - (a) Lease Agreement between The Corporation of the City of Sault Ste. Marie and Superior Sports Training Inc. made the 6th day of May, 2019 and authorized by City By-law 2019-102;
 - (b) Agreement between The Corporation of the City of Sault Ste. Marie and Sault Ste. Marie Gymnastic Club made the 31st day of December 2019 and authorized by City By-law 2019-233;
 - (c) Amending Lease between The Corporation of the City of Sault Ste. Marie and Jody Wilson, carrying on business as Icebreakers Sports Bar and Grill

made the 24th day of September 2018 and authorized by City By-law 2018-193;

- (d) Agreement between The Corporation of the City of Sault Ste. Marie and Soo Greyhounds Inc. made the 1st day of May, 2006 and authorized by City By-law 2006-124;
- (e) Agreement between The Corporation of the City of Sault Ste. Marie and Soo Thunderbirds Hockey Club Incorporation made the 24th day of May, 2017 and authorized by City By-law 2017-123 and Letter Confirming Term of Agreement Renewal dated March 25, 2020;
- (f) Agreement between The Corporation of the City of Sault Ste. Marie and 882206 Ontario Inc. made the 6th day of January, 2020 and authorized by City By-law 2020-6;
- (g) Agreement between The Corporation of the City of Sault Ste. Marie and Algoma Sailing Club Inc. made the 1st day of October 2011 and authorized by City By-law 2012-64;
- (h) Agreement between The Corporation of the City of Sault Ste. Marie and 1972703 Ontario Inc. made the 18th day of March, 2019 and authorized by City By-law 2019-53;
- (i) Agreement between The Corporation of the City of Sault Ste. Marie and The Sault Ste. Marie & District Society for The Prevention of Cruelty to Animals made the 1st day of January, 2019 and authorized by City By-law 2018-217;
- (j) Licence between The Corporation of the City of Sault Ste. Marie and The Batters Edge Inc. made the 1st day of January, 2010 and authorized by City By-law 2010-78;
- (k) Agreement between The Corporation of the City of Sault Ste. Marie and The Sault Ste. Marie and 49th Field Regiment R.C.A., Historical Society made the 13th day of August, 2018 and authorized by City By-law 2018-175;
- (l) Lease Agreement between The Corporation of the City of Sault Ste. Marie and Mill Market Sault Ste. Marie made the 15th day of July 2019 and authorized by City By-law 2019-147;

- (m) Agreement between The Corporation of the City of Sault Ste. Marie and Sault Amateur Soccer Association made the 1st day of December 1990 and authorized by City By-law 91-15; and
- (n) Licence to Occupy City Property Agreement between The Corporation of the City of Sault Ste. Marie and Sault RC Car Club made the 19th day of March, 2018 and authorized by City By-law 2018-47;
- (o) Any other Agreement between the City and another entity whereby the Assistant City Solicitor/Senior Litigation Council or his/her delegate recommends the addition of COVID-19 Language as set out in the Amending Agreement in the form of Schedule “A” given the ongoing use of City Property,

on the terms and conditions therein set forth.

- (ii) The Assistant City Solicitor/Senior Litigation Council or his/her delegate is further authorized to make minor variations from this standard form agreement to suit the particular needs of the user and circumstances regarding the amendment required.

3. **FORM OF STANDARD TERMS AND CONDITIONS CITY OF SAULT STE. MARIE OUTDOOR FACILITY CONTRACT APPROVED**

The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form Standard Terms and Conditions City of Sault Ste. Marie Outdoor Facility Contract as set out in Schedule “B” hereto.

4. **STANDARD TERM AND CONDITIONS CITY OF SAULT STE. MARIE OUTDOOR FACILITY CONTRACT POWERS DELEGATED**

- (i) The Council hereby delegates to the Manager of Recreation & Culture, Community Development & Enterprise Services or his/her delegate, signing authority to execute the Standard Terms and Conditions City of Sault Ste. Marie Outdoor Facility Contract substantially in the form of Schedule “B” on behalf of the City of Sault Ste. Marie for use of outdoor City facilities on the terms and conditions therein set forth.
- (ii) The Manager of Recreation & Culture, Community Development & Enterprise Services or his/her delegate is further authorized to make minor variations from this standard form agreement to suit the needs of the particular user and circumstances regarding the use of outdoor City facility.

5. **FORM OF FACILITY USE AGREEMENT APPROVED**

The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form Facility Use Agreement as set out in Schedule “C” hereto

6. **FACILITY USE AGREEMENT POWERS DELEGATED**

- (i) The Council hereby delegates to the Director of Community Services or his/her delegate, signing authority to execute the Facility Use Agreement substantially in the form of Schedule “C” on behalf of the City of Sault Ste. Marie for use of City facilities including but not limited to City arenas on the terms and conditions therein set forth.
- (ii) The Director of Community Services or his/her delegate is further authorized to make minor variations from this standard form agreement to suit the needs of the particular user.
- (iii) Where the potential user of the City facility is not satisfied with the position of the Director of Community Services, or his/her delegate, the potential user of the City facility may require the matter to be referred to City Council.

7. **FORM OF LICENCE TO OCCUPY CITY PROPERTY AGREEMENT (COMMUNITY EVENTS) APPROVED**

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

8. **LICENCE TO OCCUPY CITY PROPERTY AGREEMENT (COMMUNITY EVENTS) POWERS DELEGATED**

- (i) The Council hereby delegates to the Deputy CAO – Community Development & Enterprise Services, or his/her delegate, signing authority to execute the Licence to Occupy City Property Agreement for Community Events substantially in the form of Schedule “D” on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth.
- (ii) The Deputy CAO – Community Development & Enterprise Services, or his/her delegate is further authorized to make minor variations from this standard form agreement to suit the needs of the particular user.

9. **FORM OF LICENCE TO OCCUPY CITY PROPERTY AGREEMENT APPROVED**

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

10. **LICENCE TO OCCUPY CITY PROPERTY AGREEMENT POWERS DELEGATED**

- (i) The Council hereby delegates to the Assistant City Solicitor/Senior Litigation Counsel, or his/her delegate, signing authority to execute the Licence to Occupy City Property Agreement substantially in the form of Schedule “E” on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth.
- (ii) The Assistant City Solicitor/Senior Litigation Counsel or his/her delegate is further authorized to make minor variations from this standard form agreement to suit the needs of the particular user and circumstances of use of City Property.

11. **SCHEDULES “A”, “B”, “C”, “D” AND “E”**

Schedules “A”, “B”, “C”, “D” and “E” forms part of this By-law.

12. **REPEAL OF BY-LAWS 2019-210, 2018-100, 2019-74 AND 2014-46**

By-laws 2019-210, 2018-100, 2019-74 and 2014-46 are hereby repealed.

13. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of July, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

AMENDING _____ (NAME OF DOCUMENT)

THIS AMENDING _____ (NAME OF DOCUMENT) made in duplicate this ____ day of ____, 20__.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

_____ (hereinafter referred to as "____")

WHEREAS the City and _____ entered into a _____ (*Name of Document*) dated the ____ day of _____, as approved by City Council pursuant to By-law _____;

WHEREAS pursuant to _____ (*Name of Document*), _____ has permission to use the specific property of the City as set out in the _____ (*Name of Document*) and on the terms and conditions set out therein;

WHEREAS given the current COVID-19 pandemic, the _____ (*Name of Document*) shall be amended to include necessary COVID-19 language for continued use of the specific property of the City (hereinafter referred to as the "City Facility") as set out in the _____ (*Name of Document*), once same is permitted pursuant to any applicable legislation and upon notice by the City;

NOW THEREFORE in consideration of the mutual covenants set forth and other valuable consideration, the parties agree as follows:

1. The parties agree to the terms and conditions set out in Schedule "A" attached hereto. Schedule "A" shall form part of the agreement between the parties.
2. All other terms and conditions as set out in the _____ (*Name of Document*) shall remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Per:

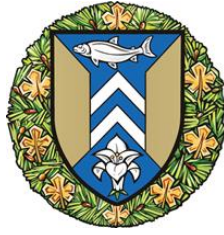
NAME:

TITLE:

I have the authority to bind the corporation.

SCHEDULE "A"
COVID-19 REQUIREMENTS

- (a) _____ acknowledges and agrees that use of the City Facility permitted herein may include possible exposure to and illness from infectious diseases including but not limited to COVID-19. _____ knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the City. Further, _____ for itself and on behalf of its _____ (***insert as applicable – ie. invitees, guests, spectators, participants, etc. to the entity***) in relation to and in connection with the use of the City Facility permitted pursuant to _____ (***Name of Document***) hereby releases and holds harmless The Corporation of the City of Sault Ste. Marie its councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, losses, costs, charges and other proceedings (including without limitation those relating to any infectious disease including COVID-19, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the use of the City Facility permitted under _____ (***Name of Document***).
- (b) If applicable and required by the City, _____ shall require any _____ (***insert as applicable – ie. invitee, guest, spectator, participant, etc. to the entity***) to sign a waiver in the form provided by The Corporation of the City of Sault Ste. Marie prior to _____ (***insert as applicable – ie. participating, spectating or otherwise being present, etc.***) at the City Facility during _____'s use of the City Facility permitted by _____ (***Name of Document***). If applicable and required by the City, _____ shall keep the original waivers signed as required herein, and shall immediately produce same to the City upon demand.
- (c) _____ shall provide the City with information and any documentation supporting COVID-19 safeguards in place by _____ upon request by the City. _____ shall provide documentation satisfactory to the City that it is permitted as an entity to use the City Facility in accordance with any applicable Provincial or other relevant legislation, if so requested by the City.
- (d) _____ acknowledges and agrees that while a City Facility is in use by _____ or any of its _____ (***insert as applicable – ie. invitees, guests, spectators, participants, etc. to the entity***), that _____ shall ensure any and all Public Health directives relating to COVID-19 are being strictly adhered to by _____ and _____ (***insert as applicable – ie. invitees, guests, spectators, participants, etc. to the entity***). _____ is responsible to ensure all COVID-19 regulations, signage, requirements, rules and regulations are in place and adhered to, including any directives that may be issued from any entity that _____ may also report to (ie. a provincial or national organization if applicable).
- (e) _____ acknowledges and agrees that the City may at any time with written notice amend or add additional requirements to _____ (***Name of Document***), which includes immediate suspension of the use of the City Facility on the basis of any Provincial Order and/or Public Health Directives relating to COVID-19 that may impact the use of the City Facility. Upon receipt of any written notice, the Contract Holder shall forthwith comply with any and all newly amended and/or additional terms as required by the City. Upon discovery of non-compliance with any term of this provision or any provincial order, _____ acknowledges that the City may immediately terminate or suspend _____'s right to use the City Facility and the _____ (***Name of Document***). The City shall not be responsible for any losses to _____ from any termination or suspension of the _____ (***Name of Document***).



THIS STANDARD TERMS AND CONDITIONS CITY OF SAULT STE. MARIE OUTDOOR FACILITY CONTRACT, dated the () day of March, 2020.

BETWEEN

(League)

(hereinafter called the "Contract Holder")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "City")

WHEREAS the Contract Holder has applied to the City for permission to utilize the City owned property(ies) which is appended hereto as Schedule "A" to this Standard Terms and Conditions City of Sault Ste. Marie Outdoor Facility Contract ("Contract");

AND WHEREAS the City is prepared to grant the said application,

NOW THEREFORE this Contract witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

- 1. CONDITIONS OF USE:** The Contract Holder acknowledges and agrees that it is permitted to use the City owned property(ies) as described in Schedule "A" of the Contract (the "City Facility") for only the period(s) of time and for the sole purpose(s) as set out in the Permit. The City will provide the Contract Holder with a Rental Permit following receipt of the league schedule, for each City Facility to confirm the Conditions of Use for each City Facility.
- 2. PERMIT AMENDMENTS AND MAXIMUM TERM OF USAGE:** The parties further acknowledge and agree that the Contract Holder may request permission to utilize additional City owned property(ies) and/or may request permission for additional time period(s) for use of the City Facility. In the event that the City is prepared to grant such application(s), the parties hereto acknowledge and agree that the Permit shall be amended in writing to set out the additional conditions of use and the amendments shall be signed by both parties. The Contract Holder further acknowledges that the City Facility is only available for use from Victoria Day through to Labour Day ("Maximum Term of Usage"). The Contract Holder acknowledges that it is the responsibility of the Contract Holder to ensure that its scheduling adheres to the Maximum Term of Usage of the City Facility as set out herein.

3. **OBSERVANCE OF RULES:** The Contract Holder agrees to comply with any by-laws, policies, codes of behaviour and regulations imposed by the City governing the use of the City Facility, and to comply with all applicable Federal and Provincial statutes and regulations.
4. **LIMITED LIABILITY AND RELEASE:** The Contract Holder hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the Contract Holder further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Contract Holder or to anyone for whom the Contract Holder may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Contract Holder or any of the Contract Holder's permitted invitees, guests or participants in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract except where the action, claim, demand, cost, loss or expense was caused or contributed to by an intentional act or independent negligence of the City.
5. **INDEMNITY:** The Contract Holder shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City.
6. **LIABILITY INSURANCE:** The Contract Holder shall maintain at its sole expense, general liability insurance for each City Facility listed in the Permit to the inclusive limit of not less than Five Million (\$5,000,000.00 CDN) CANADIAN Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Contract Holder's use of each City Facility listed in the Permit for the period(s) of time the Contract Holder is using the City Facility as set out in the Permit, or any other matters under this Contract, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City, but not including intentional acts or independent negligence of the City. Each insurance policy shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance in the City's standard form for each City Facility listed in the Permit, confirming the coverage is in effect for the period(s) of time the Contract Holder is using the City Facility as set out in the Permit shall be provided to the City prior to using the City Facility. The taking out of insurance shall not limit the Contract Holder's liability under this Contract. The Contract Holder acknowledges and understands that liability insurance coverage responds only for the use of the City Facility for the purpose(s) as specified in this Contract, Schedule "A", and the Facility Permit. The Contract Holder shall provide evidence of alternate insurance coverage for any use of the City Facility for a non-sanctioned event.

- 7. CANCELLATIONS:** From Victoria Day to Labour Day, Contract Holders will be permitted to cancel field time with seven (7) days written notice; When the Contract Holder is not able to utilize the fields due to inclement weather, the Contract Holder shall notify the City by the end of the calendar month of the unused field time; and When the City does not intend to prepare the fields due to inclement weather, the Contract Holder will be notified within three (3) hours prior to the booking start time that the premises are unplayable.
- 8. GENERAL:** Rental of the field is based on organization field allocation. It is recommended that all field users wear full CSA approved equipment as it applies to your specific sport; The Contract Holder shall be responsible, at their own cost and expense, for (a) the set up; (b) ensuring that the City Facility is left clean upon departure; (c) ensuring that no damage/vandalism occurs; and (d) the supply of all rented or privately owned property and equipment necessary for their use of the City Facility, including but not limited to extension cords, and additional tables and chairs; Event hosts must consult with the City's Building Division to secure appropriate permits and inspections regarding tents, Algoma Public Health for Temporary Food Permit, bounce-about, etc.; and The City is not responsible for any lost or stolen items.
- 9. AS IS WHERE IS:** The Contract Holder hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the City Facility of any part thereof, including any ancillary equipment or facility and any field or playing surface, ("Facility Infrastructure") for use by the Contract Holder. The Contract Holder acknowledges that it will carry out an inspection of the City Facility and the City Facility Infrastructure to satisfy itself concerning the suitability of same for its proposed use. In the event that the aforesaid inspection by the Contract Holder generates any concern as to the suitability of the City Facility for its use, the Contract Holder shall not use the City Facility and shall report such concern(s) to the City immediately. Further, the Contract Holder acknowledges that it is using the City Facility and City Facility Infrastructure on an "as is where is" basis.
- 10. WASTE AND NUISANCE:** The Contract Holder agrees not to do or cause to be done, any action which would damage, waste, disfigure, or injure the City Facility or any part thereof, or otherwise cause a nuisance. Any such action to the City Facility by the Contract Holder, or any of the Contract Holder's invitees, guests or participants in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract, shall be the financial responsibility of the Contract Holder to repair. The Contract Holder agrees that the City will immediately undertake all work that the City, in its sole view, deems necessary to repair the City Facility. Any costs incurred by the City to repair the City Facility for such waste and nuisance as set out in this paragraph shall be payable by the Contract Holder immediately upon demand by the City.
- 11. USE OF PREMISES:** The Contract Holder agrees to use the City Facility only for the uses set out in the Permit and/or this Contract. Any breach of the terms or conditions of the Permit and/or Contract and provision of false or incorrect information by the Contract Holder to the City in seeking the Permit and/or Contract will result in the immediate suspension and/or termination of this Permit and/or Contract. All monies paid by the Contract Holder to the City may be retained by the City and applied towards any losses or damages incurred by the City as a result of the suspension and/or termination of this Permit and/or Contract.

- 12. ALCOHOLIC BEVERAGES:** If alcohol is being served, sold and/or auctioned, a Special Occasions Permit under the *Liquor Licence Act* is required to be procured by the Contract Holder at its sole cost and expense. The Contract Holder agrees to adhere to the conditions in all municipal by-laws, including fee bylaws, policies and regulations and the provisions of the *Liquor Licence Act* and regulations made thereunder. Without limiting the generality of the forgoing, the Contract Holder shall abide by all requirements in the City's Municipal Alcohol Policy. In the event of any inconsistency, the more onerous provision shall apply.
- 13. CONCUSSION MANAGEMENT:** The Contract Holder agrees to implement a standard league concussion policy that ensures participant and league member's safety.
- 14. PAYMENT:** The Contract Holder shall pay the required fees at the times as specified in the Permit, plus taxes if applicable. Cash, interact, credit card or cheque payable to the City of Sault Ste. Marie will be accepted as payment.
- 15. ADDITIONAL CHARGES:** Any charges for extra clean up required after the use of a City Facility, in the sole view of the City, are payable by the Contract Holder immediately upon demand by the City.
- 16. TERMINATION/EXPIRY:** The City may forthwith and without notice terminate this Contract in the event of any breach or default by the Contract Holder in the performance of any terms or conditions contained in this Contract, including without limitation, failure by the Contract Holder to pay the required fees and amounts in accordance with the payment terms hereof, and the City shall be entitled to recover, and the Contract Holder shall be liable for all damages and losses incurred by the City arising directly or indirectly or as a consequence of or in relation to the breach or default by the Contract Holder. The Contract Holder shall be responsible for payment of all suspended/cancelled facility rentals unless the facility time is resold. The Contract Holder shall be responsible for vacating the City Facility and the removal of all rented or privately owned property and personal effects at the end of this Contract or upon earlier termination of this Contract. In the event that the Contract Holder fails to promptly remove all rented or privately owned property and personal effects from the City Facility as set out herein, the Contract Holder acknowledges and agrees that the City may remove same and all charges for such removal shall be payable by the Contract Holder immediately upon demand by the City. The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.
- 17. TRANSFER OF FACILITY TIME:** The Contract Holder may not transfer its rights under this Contract or otherwise authorize another group or user to use the City Facility.
- 18. PRE-EMPTION - CITY:** This Contract may be pre-empted and terminated at any time in order that the City may use the City Facility for a specific purpose, without liability to the City. Whenever possible, every effort will be made to give reasonable advance notice of pre-emption and termination.
- 19. By-law 2019-200 (Smoking) Regulation:** The Contract Holder hereby acknowledges that the City may notify Algoma Public Health enforcement staff of all permitted events for the purposes of monitoring compliance. The Contract Holder shall be solely responsible for compliance with this by-law to regulate the smoking and consumption of tobacco, cannabis and electronic cigarettes in public places, enclosed workplaces and City Buildings in the City of Sault Ste. Marie. No person shall smoke and/or vape the Prohibited Products and Substances in any Sporting Area in the City, the spectator areas adjacent to the Sporting Area, any food and beverage concessions at a Sporting

Area and all public areas within 20 metres of any point on the perimeter of a Sporting Area or a spectator area adjacent to a Sporting Area in the City.

- 20. SUPERVISION:** The Contract Holder shall be responsible for the conduct and supervision of all persons attending or participating in the permitted use and shall ensure that all regulations are observed. Vandalism, littering, abusive language, smoking, use of alcohol, or any other illegal activity, shall be deemed as just cause to cancel the Contract or reject future facility permit applications. Activities must be restricted to the permitted area and the permitted use. Supervision is required for minors until the last participant has vacated the facility.
- 21. KEYS:** Where a key is provided to the Contract Holder to access the City Facility, after the holding of the event, the Contract Holder shall ensure the City Facility is locked as required and shall return the key the next day that the City is open for business. Any required key deposits will be refunded to the Contract Holder when the key is returned to the City.
- 22. LOST OR STOLEN ITEMS:** The City of Sault Ste. Marie is not responsible for loss or theft of clothing, equipment, personal belongings or vehicles of the Contract Holder or any of the Contract Holder's invitees, guests or participants in relation to or in connection with the Contract Holder's use of the City Facility or any other matters under this Contract.
- 23. FOOD:** The City shall have the sole and exclusive right to the distribution of all food and beverages unless otherwise approved, which may include fees as per the fee bylaw.
- 24. LOTTERY LICENSE:** If an event organizer wishes to hold any type of lottery scheme such as a raffle they are required to obtain a lottery licence.
- A raffle is a lottery scheme where tickets are sold for a chance to win a prize in a draw. The different types of raffle schemes are usually identified by the method of determining the winner. Raffle prizes may consist of merchandise or cash, or a combination of the two.
- There are two levels of government that will issue a lottery licence -, Municipalities and the Provincial.
- 25. RATE INCREASE:** The Contract Holder agrees that any City Council approved fee increase during the term of the Contract shall be paid upon notice.
- 26. AMENDMENTS:** The parties hereby acknowledge and agree that any future amendments to this Contract or Schedules to this Contract must be made in writing and signed by both parties.
- 27. ENTIRE AGREEMENTS:** The Contract Holder acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Contract other than as set out in this Contract which constitutes the entire agreement between the parties concerning the facility and which may be modified only as set out in paragraph 25 above.
- 28. NOTICE:** Any notice pursuant to any of the provisions of this Contract shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed: in the case of notice to the Landlord to:

Manager of Recreation & Culture
Community Services Department
99 Foster Drive, P.O. Box 580

Sault Ste. Marie, Ontario P6A 5X6

in the case of notice to the Contract Holder to:

League Name
Address
Sault Ste. Marie, ON
P6A xxx

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

29. SUCCESSORS: The provisions of this Contract shall be binding upon, and endure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

30. GOVERNING LAW: The parties hereto acknowledge and agree that this Contract is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

31. [Add the following if applicable] COVID 19 REQUIREMENTS: The Contract Holder acknowledges and agrees that the following COVID 19 Requirements shall apply to the use of the City Facility:

- 1) The Contract Holder acknowledges and agrees that the use of the City Facility permitted herein may include possible exposure to and illness from infectious diseases including but not limited to COVID-19. The Contract Holder knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the City. Further, the Contract Holder for itself and on behalf of its invitees, guests, spectators and participants in relation to and in connection with the use of the City Facility permitted under this Contract hereby releases and holds harmless The Corporation of the City of Sault Ste. Marie its councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, losses, costs, charges and other proceedings (including without limitation those relating to any infectious disease including COVID-19, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the use of the City Facility permitted under this Contract.
- 2) The Contract Holder shall require any invitee, guest, spectator and participant to sign a waiver in the form provided by The Corporation of the City of Sault Ste. Marie prior to participating, spectating or otherwise being present at the City Facility. The Contract Holder shall keep the original waivers signed as required herein, and shall immediately produce same to the City upon demand.
- 3) The Contract Holder shall provide the City with information and any documentation supporting COVID-19 safeguards in place by the Contract Holder at the City Facility and for all components of use of the City Facility permitted by this Contract. The Contract Holder shall provide documentation satisfactory to the City that it is permitted as an entity to use the City Facility in accordance with any applicable Provincial or other relevant legislation, if so requested by the City.

- 4) The Contract Holder acknowledges and agrees that while the City Facility is being occupied/used by the Contract Holder or any of its invitees, guests, spectators and participants, the Contract Holder shall ensure that any and all Public Health directives relating to COVID-19 are being strictly adhered to by the Contract Holder and its invitees, guests, spectators and participants as it relates to use of City Facility permitted by this Contract. The Contract Holder is responsible to ensure all COVID-19 regulations, signage, requirements, rules and regulations are in place and adhered to, including any directives that may be issued from any entity that the Contract Holder may also report to (ie. a provincial or national organization if applicable).
- 5) The Contract Holder acknowledges and agrees that the City may at any time with written notice amend or add additional requirements to this Contract, including the immediate suspension of the use of the City Facility on the basis of any Provincial Order and/or Public Health Directives relating to COVID-19 that may impact the use of the City Facility. Upon receipt of any written notice, the Contract Holder shall forthwith comply with any and all newly amended and/or additional terms as required by the City. Upon discovery of non-compliance with any term of this provision or any provincial order, the Contract Holder acknowledges that the City may immediately terminate or suspend the Contract Holder's right to use the City Facility pursuant to this Contract. The City shall not be responsible for any losses to the Contract Holder from any termination or suspension of this Contract.

I have read the Contract and the Schedules attached hereto, all of which form part of this Contract. I understand same and I accept same on behalf of myself and the members of the Contract Organization, and agree to comply with same and ensure compliance by the members/participants in the permitted use. I acknowledge and agree that any breach of the terms may result in the termination of the Contract and a loss of entitlement to future usage.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

-----, President

Signature:

Virginia McLeod
Manager, Recreation & Culture Division
Community Services Department

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



Schedule "C"

Signing Authorized by BY-LAW 2020-139

THIS AGREEMENT made in duplicate the ____ day of _____, 20__

B E T W E E N:

**The Corporation of the City of Sault Ste. Marie hereinafter
called the "City"**

- and -

hereinafter called the "User Group"

**for the purpose of _____
hereinafter called the "Event"**

WHEREAS the City and the User Group have come to an agreement in respect to the use by the User Group of the _____, located at _____, Sault Ste. Marie, ON;

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

General

1. The City, in consideration of the fees and covenants hereinafter expressed, hereby grants a Permit to the User Group for the use of the _____ (**"Venue"**) for the Term commencing at: _____ and terminating at: _____.
2. The City's Director of Community Services (**"Director"**) is authorized to give and receive all notices on behalf of the City. Notice to the User Group may be given by mailing to its address as shown herein, or to the agent herein designated:
3. User Group's/Agent's Address: _____
c/o Name
Address
City, State/Province
Zip Code/Postal Code
4. The User Group hereby agrees to make no changes in the building or grounds of the Venue without the prior consent of the City.
5. The User Group agrees to take all precautions to protect the floor of the Venue, and to plank same for heavy weights, if in the opinion of the City's Manager of Community Arenas it is necessary, and to supply earth, sawdust, or any other material necessary and to remove same and restore the Venue to a condition satisfactory to the Manager of Community Arenas, all at the expense of the User Group.

6. During the period above-mentioned, the User Group shall have the use of the said Venue and such use and occupation shall not be sole and exclusive but subject to the use by the City to provide the necessary services connected with the heating and safety of the Venue as well as to traffic to and from offices during normal business hours, provided, however, that such other use(s) do not unreasonably interfere with User Group's Event.
7. The User Group shall take out and keep in force during the term hereof property damage and personal injury insurance in the amount of **Five Million (\$5,000,000.00) Dollars** to cover potential liability arising from the User Group's use of the Venue. The said policy shall list the Corporation of the City of Sault Ste. Marie and its respective employees as additional insured with respect to the liabilities assumed herein by the User Group. A copy of this insurance certificate shall be deposited with the Manager of Community Arenas prior to the rental period.
8. The User Group shall fully indemnify and save harmless the City and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, and all persons from whom it is in law responsible from any and all actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, workplace safety and insurance compensation and occupational health and safety matters, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the Event, occurring in or on the Venue or any part thereof during the Term and/or arising in any way directly or indirectly as a result of this Agreement.
9. The User Group hereby acknowledges and agrees that the City shall retain counsel of its own choice to defend any such any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings as set out herein, and that the City shall have full control over the City's defence and/or response to such proceedings, and further, that all costs incurred by the City in the defence and/or response to such proceedings (including solicitor/client costs on a substantial indemnity scale basis), shall be paid by the User Group immediately upon demand by the City as incurred by the City.
10. Each party shall further release the other party from all loss, claims, suits and demands arising out of the cancellation or alleged nonperformance or breach of this Agreement due to or arising out of fire, riot, act of God, strike action, or any other cause or circumstances beyond a party's control or unforeseen by a party at the time this Agreement was entered into.
11. The User Group agrees that the Venue shall be used for the following purpose and no other purpose whatsoever: _____
12. The User Group shall furnish and instruct at its own expense, as its employees and agent, special police, if required to properly handle and govern the conduct of persons in attendance at the Event.
13. If the City's employees are used by the User Group or if the City has to perform duties of User Group herein, the City shall be reimbursed therefore for expenses incurred.

14. Amounts and contents of the User Group's display advertising materials at the Venue shall be at the reasonable discretion of the City.
15. The Venue shall be accepted by the User Group as it is and there shall be no rearrangement of existing equipment and fixtures without the prior consent of the City and any costs associated therewith shall be the responsibility of the User Group. Notwithstanding anything contained in this Agreement, the Venue will be provided in a good state of repair and in compliance with all applicable laws, regulations and health and safety concerns and other applicable codes and regulations, and City will obtain all building related permits required to operate the Venue.
16. No decorations shall be placed in or on the Venue, nor shall any devices or signs be supported by any means on walls or woodwork without the prior consent of the City - sets, scenery or other stage properties shall be of flame proof material and confirm with the regulations of the Sault Ste. Marie Fire Service.
17. The City shall furnish heat, light and general cleanup after each activity. The City reserves the right to assess the User Group extra charges for cleanup for those activities, which in the reasonable opinion of the City, involve greater cleanup than would normally be required. Any such extra charges shall be assessed by the City in its sole discretion and be payable by the User Group forthwith upon demand.
18. The User Group shall, on request of the City, discharge from the Venue or promptly remedy any problems with any of its agents or employees and cease any activity which is detrimental to the Venue or not in the best interests of the Corporation of the City of Sault Ste. Marie.
19. The User Group shall make all arrangements with the Union business agents of all trades to be employed by it.
20. The User Group shall not assign, transfer or sublet this Permit or its rights, title or interest therein to any other without the City's prior written consent.
21. The User Group shall not interfere with the use of the Venue by other User Groups or lessees of the City, provided that reasonable use by the User Group of the Venue, pursuant to the terms of this Agreement, shall not be deemed to be such interference.
22. The policy of the City is to serve the public in the best possible manner and the User Group agrees that it, its employees and agents shall, at all times, cooperate to this end.
23. The User Group acknowledges that the City has not made nor caused to be made any representations or agreements of any nature concerning this Permit of the User Group's occupancy except as herein stated.
24. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and successors.

Entertainment Tariffs

25. The City is licensed to collect and submit music tariffs for SOCAN. The User Group shall pay all other

entertainment tariffs directly to the applicable group or agency and upon request provide the City with proof of that it has done so. The User Group shall accept complete responsibility for any performance of copyright music and that the City will be in no way responsible for any infringement of copyright which may occur at the Venue during the Event.

Rent, Expenses, and Settlement

26. The User Group does hire the arena for the above-mentioned term and covenants to pay to the City for rent of the arena for the term as follows: _____, plus HST and expenses, which include but are not limited to advertising, event staff and staging as agreed to in advance by User Group. **(See Appendix A for full particulars)**
27. The User Group shall pay the sum of _____ of which shall be paid as a deposit at the signing of this Agreement. The deposit shall be a guarantee to City of the User Group's occupancy of the Venue and shall be non-refundable.
28. The User Group agrees to pay to the City the balance of rental and costs immediately upon termination of the said Term, or at settlement on the night of the Event.
29. The balance owing to the User Group at settlement will be paid by cheque. The cheque will be prepared the next business day and forwarded by mail or upon request by courier to the User Group.
30. Cash or Cheque advances prior to settlement will not be made prior to the day of the Event. Should the User Group request an advance to be delivered on Event Day, the amount must be mutually agreed upon and the request made no later than 3 business days prior to the Event.

Box Office

31. The City shall have control of distribution of all ticket sales upon direction of the User Group and shall not be required to account to the User Group for the proceeds until settlement of the performance. The City shall be entitled to deduct from such proceeds all rent and other amounts payable up to the amount due by the User Group to the City.
32. It is provided herein that the tickets for certain events held at the Venue shall be subject to a surcharge of _____ per spectator ticket. The surcharge is to be paid to the City. In addition, the price on the printed tickets shall include the surcharge plus any applicable taxes.
33. All tickets and ticket staff shall be administered by the City. All tickets, ticket sellers, ushers, police, ticket-takers and any extras that may be required in connection with the Event shall be paid by the User Group, over and above the rental fee.
34. The City shall receive up to _____ complimentary tickets for each performance for customer service issues and relocates at no cost to the City. The selection of these tickets shall be arranged with the User Group.
35. The User Group agrees to pay all taxes and obtain all licenses in connection with the Event and agrees to hold the City harmless from claims of its employees and from payment of any Federal, Provincial, or local taxes incurred by the User Group or resulting from its occupancy.

36. The City will deduct from ticket sales and remit applicable taxes due, such as but not limited to HST. If the User Group will remit taxes a HST number and a signed indemnity form is to be provided. **(See Appendix B)**

37. Ticket Pricing Details see Appendix A.

Food and Beverage, Novelty and other Retail Sales

38. All program and other concessions are reserved to the City.

39. The City shall be paid the following percentage of program, novelty and souvenir sales: ____ of gross sales after deduction of all applicable taxes, credit card commissions and bootleg security, if requested, if the User Group handles sales; or ____ or gross sales after deduction of all applicable taxes, credit card commissions and bootleg security, if requested if the City handles such sales.

40. The sale of alcoholic beverages shall be reserved to the City. The City indemnifies the User Group from any claim, loss, damage etc. that is a result of serving alcoholic beverages.

41. The City retains the right to operate the concessions and refreshment stand and the User Group shall not furnish or sell liquid refreshments, food or other concessions in any part of the Venue except upon prior approval and consent of the City.

42. LOTTERY LICENSE - If an event organizer wishes to hold any type of lottery scheme such as a raffle they are required to obtain a lottery license. A raffle is a lottery scheme where tickets are sold for a chance to win a prize in a draw. The different types of raffle schemes are usually identified by the method of determining the winner. Raffle prizes may consist of merchandise or cash, or a combination of the two. Please refer to the City of Sault Ste. Marie Alcohol Risk Management Policy - Section C Lottery Licenses for additional details.

43. Release of information:

- 1) Any release of information received by the City in relation to this agreement shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- 2) The User Group, not the City, shall be responsible for the release of any information regarding the distribution and sale of tickets.

COVID 19 Requirements

44. **[Add the following if applicable]** The User Group acknowledges and agrees that the following COVID 19 Requirements shall apply to the use of the Venue and this Event.

- 1) The User Group acknowledges and agrees that the use of the Venue and the Event permitted herein may include possible exposure to and illness from infectious diseases including but not limited to COVID-19. The User Group knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the City. Further, the User Group for itself and on behalf of its invitees, guests, spectators and participants in relation to and in connection with the use of the Event and Venue permitted by this Agreement hereby releases and holds harmless The Corporation of the City of Sault Ste. Marie its councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, and assigns, or any of them, from any actions, causes of action,

claims, demands, interest, damages, expenses, losses, costs, charges and other proceedings (including without limitation those relating to any infectious disease including COVID-19, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the use of the Venue and the Event permitted under this Agreement.

- 2) The User Group shall require any invitee, guest, spectator and participant to sign a waiver in the form provided by The Corporation of the City of Sault Ste. Marie prior to participating, spectating or otherwise being present at the Venue and the Event or as permitted under this Agreement. If applicable and required by the City, the User Group shall keep the original waivers signed as required herein, and shall immediately produce same to the City upon demand.
 - 3) The User Group shall provide the City with information and any documentation supporting COVID-19 safeguards in place by the User Group at the Venue and for all components of the Event upon request by the City. The User Group shall provide documentation satisfactory to the City that it is permitted as an entity to use the Venue in accordance with any applicable Provincial or other relevant legislation, if so requested by the City.
 - 4) The User Group acknowledges and agrees that while the Venue is being occupied/used by the User Group or any of its invitees, guests, spectators and participants, the User Group shall ensure that any and all Public Health directives relating to COVID-19 are being strictly adhered to by the User Group and its invitees, guests, spectators and participants as it relates to the Event and use of the Venue. The User Group is responsible to ensure all COVID-19 regulations, signage, requirements, rules and regulations are in place and adhered to, including any directives that may be issued from any entity that the User Group may also report to (ie. a provincial or national organization if applicable).
 - 5) The User Group acknowledges and agrees that the City may at any time with written notice amend or add additional requirements to this Agreement, including the immediate suspension of the use of the Venue on the basis of any Provincial Order and/or Public Health Directives relating to COVID-19 that may impact the use of the Venue. Upon receipt of any written notice, the User Group shall forthwith comply with any and all newly amended and/or additional terms as required by the City. Upon discovery of non-compliance with any term of this provision or any provincial order, the User Group acknowledges that the City may immediately terminate or suspend the User Group's right to use the Venue pursuant to this Agreement. The City shall not be responsible for any losses to the User Group from any termination or suspension of this Agreement.
45. The parties agree that this Agreement and Schedules "A" and "B" constitute the entire agreement between the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of) **THE CORPORATION OF THE CITY OF**
) **SAULT STE. MARIE**
)
) **PER: _____**

)
) **Print Name:** _____
)
)
) _____
)
) **PER:** _____
)
) **Print Name:** _____

SCHEDULE “A”

TERMS TO BE INSERTED BY CITY

APPENDIX B

HST Indemnity

TO: The Corporation of the City of Sault Ste. Marie ("City")

RE: **Name of User Group**
Event Name – Date of Event

Insert Name of User Group hereby certifies that:

1. **Insert Name of User Group** is registered under Subdivision (d) of Division V of PIX of the Excise Tax Act for the collection and remittance of the Harmonized Sales Tax ("HST") and its registration number is

2. **Insert Name of User Group** undertakes to remit the HST in connection to the ticket sales for the above noted event as collected by the City for said ticket sales.
3. **Insert Name of User Group** shall indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against the City as a result of any failure by **Insert Name of User Group** to comply with the provisions of this Indemnity.

I/We have the authority to bind the **Insert Name of User Group**:

Per: _____ Date: _____

Name/Title

Per: _____ Date: _____

Name/Title

Schedule "D"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this * day of *, 20**.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the “City”)

- and -

COMPANY NAME

(herein referred to as the "Licencee")

The City grants to the Licencee(s) the right to occupy the property of the City ("City Property") identified as a section of **Street Name**, Sault Ste. Marie, Ontario, not including any City Boulevard, Parking Bay, Sidewalk, and/or Laneway that is subject to a Licence to Occupy City Property Agreement between the City and respective Property Owner under the City's Outdoor Patio Program, and specifically as shown and identified on Schedule "A" attached to this Licence.

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

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

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

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

SIGNED, SEALED AND DELIVERED

)

ORGANIZATION NAME

)

Date: _____

)

)

Name:

)

Position:

)

I HAVE THE AUTHORITY TO BIND THE CORPORATION

)

)

Date: _____

)

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

)

)

Name:

)

Position:

)

I HAVE THE AUTHORITY TO BIND THE CORPORATION

,

SCHEDULE “A” TO LICENCE TO OCCUPY CITY PROPERTY

City Property

The following structures and programming are permitted to be set up and/or conducted at the following locations on City Property on **Date of Event**:

The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the layouts represented in **“Appendix 1”**, as provided by the Licencee(s). The City and Licencee(s) acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1.

List temporary structures and programming here.

[Add the following for Licenced Areas and/or Patios]:

A. “Alcohol Service Provider(s)”:

In this Licence, **(list all parties to the agreement who will be operating a licenced area/serving alcohol)** are collectively referred to as the “Alcohol Service Providers”. In this Licence, a reference to an “Alcohol Service Provider” means each of **(list all parties to the agreement who will be operating a licenced area/serving alcohol)** as it relates to their respective establishment.

“Extended Patio Area”:

In this Licence, Extended Patio Area refers to a licensed area operated by an Alcohol Service Provider that is assembled adjacent and directly in front of an existing establishment and place of business operated by that Alcohol Service Provider.

“Pop Up Patio”:

In this Licence, Pop Up Patio refers to a licensed area operated by an Alcohol Service Provider that is not assembled adjacent to an existing establishment and is located on the City’s roadway.

The above is collectively referred to as the “Programming” in this Licence Agreement.

SCHEDULE “B” TO LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

Use of City Property

1. The City hereby grants permission to the Licencee(s) to set up and conduct the Programming specifically enumerated in Schedule “A” to this Licence Agreement on **Date of Event** as part of the Programming on **Street Name**, Sault Ste. Marie, as identified in Schedule “A” to this Licence Agreement (the “City Property”), and subject to the following schedule for **Date of Event**:
 - a. Between the hours of **Time of Event**, the Licencee(s) may setup matters in Schedule “A” to this Licence Agreement;
 - b. Between the hours of **Time of Event**, the Programming may carry on;
 - c. **[Add the following for Licenced Areas and/or Patios]:** Between the hours of **Time of Event** the Licencee(s) may serve alcoholic beverages on the Pop Up Patio and/or Extended Patio Area, in accordance with their Temporary Liquor Licence Extension acquired from the Alcohol and Gaming Commission of Ontario (“AGCO”); and
 - d. By the hour of **End Time of Event** on **Date of Event**, the Licencee(s) shall have completed the removal of barricades, signage, and all other matters related directly or indirectly to the Programming from City Property at their sole cost, liability and expense.

The above is collectively referred to as the “Event” in this Licence Agreement.

2. **[Add the following if a Temporary Street Closure is requested]** The Licencee(s) warrants that in carrying out the Programming described in Schedule “A” to this Licence Agreement that it will comply with the following conditions regarding the temporary street closure of the City’s streets as identified in the Street Closure Application:
 - a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements; and
 - b. Signage and barricades shall be placed in accordance with the Road Closure Plan designed by the City’s Public Works & Engineering Services Department as set forth in **“Appendix 2”** to this Licence Agreement and comply with any amendments made by the City’s Public Works & Engineering Services Department and attached thereto.
3. **[Add the following for Tents and/or inflatable structures]** The tent structure(s) and/or inflatable structures described in Schedule “A” to this Licence are to comply with the following conditions:
 - a. The tent structure(s) must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
 - b. The tent structure(s) must be at ground level and must not be raised in any way;
 - c. The tent structure(s) and Programming must provide for access and clear passage by persons using mobility aides and strollers; and

- d. The tent structure(s), inflatable bounce castle and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4.
4. The Licencee(s) warrants that in carrying out the Programming described in Schedule “A” to this Licence, the Licencee(s) shall comply with the following conditions:
 - a. The Licencee(s) shall ensure that pedestrian traffic on the City’s sidewalks will not be impeded by any aspect of the Programming;
 - b. The Licencee(s) shall ensure that exterior paths of travel meet the requirements of Part IV.1: Design of Public Spaces Standards of O. Reg. 191/11: Integrated Accessibility Standards under the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11; and
 - c. The Licencee(s) shall undertake to erect temporary ramps in areas with no existing curb ramp in order to allow access to those using mobility devices.
5. The Licencee(s) agrees to comply with all City and AGCO (if applicable) regulations including placement of barricades to the satisfaction of the City and fire safety.
6. [Add the following if food is being served]: The Licencee(s) represents and warrants that prior to the commencement of the Event, the Licencee(s) has obtained any and all required permits and has complied with any and all necessary regulations as it relates to Algoma Public Health with respect to the Programming.
7. [Add the following if food is being served]: Prior to the commencement of the Event, the Licencee(s) shall provide the City with written confirmation by facsimile or email from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the event that such confirmation of permits obtained has not been received by the City, to the satisfaction of the Deputy CAO – Community Development and Enterprise Services, or his/her designate, by **Due Date**, the Licencee(s) acknowledge and agree that the Programming shall not proceed on **Date of Event** as it relates to the food vending component(s) not so confirmed and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

CITY:

Deputy COA – Community Development and Enterprise Services
 Corporation of the City of Sault Ste. Marie
 99 Foster Drive
 Sault Ste. Marie, ON P6A 5N1
 Tel: (705)759-5310
 Fax: (705)759-6605

8. [Add the following for Licenced Areas and/or Patios]: The Licencee(s) represents and warrants that they have submitted to the AGCO the appropriate applications required to operate a Pop Up Patio and/or Extended Patio Area. The Licencee(s) further represents and warrants that they have submitted a written form of notification of their Pop Up Patio and/or Extended Patio Area Programming for the Event to the AGCO, Algoma Public Health, the City

Fire Department, the City Police Department and the City Building Department as required under Ontario Regulation 719, made under the *Liquor Licence Act*, R.S.O 1990, c. L. 19.

9. [Add the following for Licenced Areas and/or Patios]: The Licencee(s) acknowledges and agrees that they shall provide and serve alcohol for the Event at their Pop Up Patio and/or Extended Patio Area only if their Pop Up Patio and/or Extended Patio Area Programming is approved by the AGCO and the requirements set out in Section 9 below are satisfied. [Add the following if the Downtown Association or another organization is sponsoring]: The Downtown Association represents and warrants that it is the sponsor of the Pop Up Patios and/or Extended Patio and all other Programming related to the Event, including the Event itself.
10. [Add the following for Licenced Areas and/or Patios]: Prior to the commencement of the Event, the Licencee(s) shall provide the City, by facsimile or email, written confirmation from the AGCO that they have received approval for their Pop Up Patio and/or Extended Patio Area Programming for the Event. In the event that such confirmation of approval has not been received by the City by Time Due on Due Date, the Licencee(s) acknowledge and agree that the Event Programming shall not proceed on Date of Event with respect to the Pop Up Patio and/or Extended Patio Area component not so confirmed as required herein, and this Licence is hereby terminated as it pertains to the Pop Up Patio and/or Extended Patio Area not so confirmed as required herein. Such written confirmation shall be sent as follows:

CITY:

Deputy COA – Community Development and Enterprise Services
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5310
Fax: (705)759-6605

11. [Add the following for Licenced Areas and/or Patios]: The Licencee(s) shall have full responsibility to ensure that they have satisfied all liquor licence requirements for the Pop Up Patio and/or Extended Patio Area. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Pop Up Patio and/or Extended Patio Area. The Alcohol Service Providers and the Licencee(s) 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 Alcohol Service Provider(s) and/or the Licencee(s) of such liquor licence requirements and/or approvals.
12. The Licencee(s) shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencee(s) shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.

Liability and Insurance

13. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of **Street Name**, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencee(s) shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.
14. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any matters related to the Programming and/or the Event. The Licencee(s) shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of all matters related directly or indirectly to the Programming and/or the Event located on City Property. The Licencee(s) shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the tent structures and Programming.
15. All matters related to the Event are the responsibility of the Licencee(s). At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Licencee(s) acknowledge and agree that they shall each indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.
16. The Licencee(s) 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 Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.
17. The Licencee(s) shall keep in force during the Term, property damage insurance and general liability insurance including claims for bodily injury, death or property damage occurring on the Subject Property in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the City Community Development & Enterprise Services Department on or before **Due Date**. Should the Licencee(s) cancel the said insurance policy for any reason, the Licencee(s) must give the City thirty (30) days' written notice prior to cancellation.

Compliance with Laws

18. The Licencee(s) shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee(s) with such Laws, By-Laws, Rules and Regulations.

Taxes

19. The Licencee(s) shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Programming.

No Assignment

20. The Licencee(s) shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.

Termination

21. This Licence Agreement shall terminate at **End Time of Event** on **Event Date**. The provisions of Paragraphs **2-19, 21 and 22 (if 22 is applicable)** of this Licence shall survive the termination of this Licence.

[Add the following if applicable] COVID Requirements

22. The Licencee(s) acknowledge and agree that the use of the City Property and Programming permitted herein may include possible exposure to and illness from infectious diseases including but not limited to COVID-19. The Licencee(s) knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the City. Further, the Licencee for itself and on behalf of its invitees, guests, spectators and participants in relation to and in connection with the use of the City Property and Programming permitted under this Licence hereby releases and holds harmless The Corporation of the City of Sault Ste. Marie its councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, losses, costs, charges and other proceedings (including without limitation those relating to any infectious disease including COVID-19, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the use of the City Property and Programming permitted under this Licence.
23. **[Add the following if applicable]** The Licencee(s) shall require any invitee, guest, spectator and participant to sign a waiver in the form provided by The Corporation of the City of Sault Ste. Marie prior to participating, spectating or otherwise being present at the Event and/or Programming on City Property as permitted under this Licence. If applicable and required by the City, the Licencee(s) shall keep the original waivers signed as required herein, and shall immediately produce same to the City upon demand.
24. The Licencee(s) shall provide the City with information and any documentation supporting COVID-19 safeguards in place by the Licencee(s) for all components of the Event and Programming upon request by the City. The Licencee(s) shall provide documentation

satisfactory to the City that it is a permitted as an entity to use the City Property in accordance with any applicable Provincial or other relevant legislation, if so requested by the City.

25. The Licencee(s) acknowledge and agree that while the City Property is being occupied/used by the Licencee(s) or any of their invitees, guests, spectators and participants, the Licencee(s) shall ensure that any and all Public Health directives relating to COVID-19 are being strictly adhered to by the Licencee and its invitees, guests, spectators and participants as it relates to the Event, Programming and use of City Property. The Licencee(s) are responsible to ensure all COVID-19 regulations, signage, requirements, rules and regulations are in place and adhered to, including any directives that may be issued from any entity that the Licencee(s) may also report to (ie. a provincial or national organization if applicable).
26. The Licencee(s) acknowledge and agree that the City may at any time with written notice amend or add additional requirements to this Licence, including the immediate suspension of the use of the City Property on the basis of any Provincial Order and/or Public Health Directives relating to COVID-19 that may impact the use of the City Property. Upon receipt of any written notice, the Licencee shall forthwith comply with any and all newly amended and/or additional terms as required by the City. Upon discovery of non-compliance with any term of this provision or any provincial order, the Licencee(s) acknowledge(s) that the City may immediately terminate or suspend the Licencee's(s') right to use the City Property pursuant to this Licence. The City shall not be responsible for any losses to the Licencee(s) from any termination or suspension of this Licence.

LICENCE TO OCCUPY CITY PROPERTY

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

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

(hereinafter referred to as the "Licencee")

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

[illegible]

Print Name:

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

ASSISTANT CITY SOLICITOR/SENIOR LITIGATION COUNSEL

SCHEDULE "B"

This Licence is subject to the following conditions:

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

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

The City or the Licencee may cancel this Licence on giving thirty (30) days' written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and address to the party for whom intended at such party's address herein specified.

CITY

Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

LICENCEE

4. This Licence may not be assigned without the prior written permission of the City.
5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Licencee's _____ covered under this Licence, the intent being that the City shall be at no risk or expense to which it would not have been put had the Licencee's _____ not been so installed, used, maintained, occupied or been removed by the Licencee.
6. The Licencee will not use or permit the use of the City Property for any purpose other than the purpose herein set out. No buildings or structures will be erected on the City Property.
7. The Licencee 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 of Page 19 of 203 any person or property of third parties,

with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.

8. (IF APPLICABLE) The Licencees acknowledge that there is City infrastructure, specifically _____ ("Infrastructure") located on and/or under the City Property and agrees not to impede access to this Infrastructure by the City (IF APPLICABLE LIST UTILITIES).
9. If the City (AND IF APPLICABLE LIST UTILITIES) requires access to the City Property for any purpose such as but not limited to access to the Infrastructure, the City (AND IF APPLICABLE LIST UTILITIES) is hereby permitted the access it so acquires and further, the City (AND IF APPLICABLE LIST UTILITIES) shall not be responsible for restoring the City Property to its condition prior to access by the City (AND IF APPLICABLE LIST UTILITIES). However, the City (AND IF APPLICABLE LIST UTILITIES) shall leave the City Property in as neat and tidy a condition as possible.
10. The Licencee shall be responsible for all costs and expenses related to the installation, maintenance, use, occupation and/or removal of the _____ and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.
11. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the installation, maintenance, use, occupation and/or removal of the _____ and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.
12. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the presence of the _____.
13. On termination of this Licence, the Licencee shall forthwith remove the _____ from the City Property at the Licencee's sole risk and expense and leave the City Property in a condition satisfactory to the City; provided that if the Licencees' _____ is not removed by the Licencee within a period of thirty (30) days from the date of such termination, then the City may remove it at the expense and risk of the Licencee.
14. The Licencee consents to the registration of this Licence on title to both the City Property and the Licencee's lands benefiting from the Licence. The Licencee shall be responsible for the costs of the said registration of this Licence.
15. (IF APPLICABLE) The Licencee covenants and agrees to pay the Corporation on the signing of this Licence and annually thereafter the sum of _____ (\$) Dollars for the Licence hereby granted.
16. (IF APPLICABLE/CLAUSES AS APPLICABLE) COVID-19 REQUIREMENTS: The Licencee hereby acknowledges, covenants and agrees as follows:
 - (a) that the use of the City Property permitted herein may include possible exposure to and illness from infectious diseases including but not limited to COVID-19. The Licencee knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the City. Further, the Licencee for itself and on behalf of its _____ (*insert as applicable*

– ie. invitees, guests, spectators, participants, etc. as relevant to the Licencee) in relation to and in connection with the use of the City Property permitted under this Licence hereby releases and holds harmless The Corporation of the City of Sault Ste. Marie its councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, losses, costs, charges and other proceedings (including without limitation those relating to any infectious disease including COVID-19, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the use of the City Property permitted under this Licence.

- (b) that the Licencee shall require any _____ (***insert as applicable – ie. invitee, guest, spectator, participant, etc. as relevant to the Licencee***) to sign a waiver in the form provided by The Corporation of the City of Sault Ste. Marie prior to _____ (***insert as applicable – ie. participating, spectating or otherwise being present, etc.***) at the City Property during the currency of this Licence. If applicable and required by the City, the Licencee shall keep the original waivers signed as required herein, and shall immediately produce same to the City upon demand.
- (c) that the Licencee shall provide the City with information and any documentation supporting COVID-19 safeguards in place by the Licencee upon request by the City. The Licencee shall provide documentation satisfactory to the City that it is permitted as an entity to use the City Property in accordance with any applicable Provincial or other relevant legislation, if so requested by the City.
- (d) that while the City Property is being occupied/used by the Licencee or any of its _____ (***insert as applicable – ie. invitees, guests, spectators, participants, etc. as relevant to the Licencee***), that the Licencee shall ensure that any and all Public Health directives relating to COVID-19 are being strictly adhered to by the Licencee and _____ (***insert as applicable – ie. invitees, guests, spectators, participants, etc. to the entity***). The Licencee is responsible to ensure all COVID-19 regulations, signage, requirements, rules and regulations are in place and adhered to, including any directives that may be issued from any entity that the Licencee may also report to (ie. a provincial or national organization if applicable).
- (e) that the City may at any time with written notice amend or add additional requirements to this Licence, including the immediate suspension of the use of the City Property on the basis of any Provincial Order and/or Public Health Directives relating to COVID-19 that may impact the use of the City Property. Upon receipt of any written notice, the Licencee shall forthwith comply with any and all newly amended and/or additional terms as required by the City. Upon discovery of non-compliance with any term of this provision or any provincial order, the Licencee acknowledges that the City may immediately terminate or suspend the Licencee's right to use the City Property pursuant to this Licence. The City shall not be responsible for any losses to the Licencee from any termination or suspension of this Licence.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-140

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Tobermory Real Estate Investors Inc. for the sale of the M.S. Norgoma to Tobermory Real Estate Investors Inc. of Tobermory, ON.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated July 13, 2020 between the City and Tobermory Real Estate Investors Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the sale of the M.S. Norgoma to Tobermory Real Estate Investors Inc. of Tobermory, ON.

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 13th day of July, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of the 13th day of July, 2020

AMONG:

The Corporation of the City of Sault Ste. Marie

(hereinafter referred to as the "Vendor")

OF THE FIRST PART

– and –

TOBERMORY REAL ESTATE INVESTORS INC., a
corporation under the laws of Canada

(hereinafter referred to as the "Purchaser")

OF THE SECOND PART

WHEREAS the Purchaser has agreed to purchase from the Vendor all of the Vendor's right, title and interest in the Vessel listed in Schedule "A" (the "Vessel"), on an "as is", "where is" basis;

THIS AGREEMENT WITNESSETH that in consideration of the covenants, agreements, warranties and payments herein set out and provided for, the parties hereto hereby respectively covenant and agree as follows:

1. Purchased Asset

(1) Subject to the terms and conditions hereof, the Vendor covenants and agrees to sell, assign, and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from the Vendor the Vessel.

2. Purchase Price and Payment

(1) The aggregate purchase price payable by the Purchaser to the Vendor for the Vessel will be TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00) (the "Purchase Price") plus any applicable Harmonized Sales Tax (HST).

(2) The Purchase Price shall be payable and paid as follows:

- a) A deposit of TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00) on account of the Purchase Price (the "Deposit"), which at the time of this Agreement is being held in trust by the Vendor's lawyer pending the completion of this transaction. The parties acknowledge that no interest shall be earned, received or paid on the Deposit.
- b) On the Closing Date, the Purchaser shall deliver to the Vendor by way of certified cheque or bank draft the balance of the Purchase Price.

(3) If the Purchaser fails to complete this transaction by reason of the non-fulfilment of any of the conditions set forth in Section 9, the Vendor is not entitled to the Deposit and it shall be released to the Purchaser pursuant to the terms of Section 9. Any sums not returned pursuant to the foregoing shall be a debt owed to the Purchaser by the Vendor.

3. Closing Arrangements

(1) The completion of the transactions contemplated by this agreement shall take place no later than one hundred and twenty (120) days after the Purchaser delivers written notice that the Purchaser is ready to close but no later than three (3) months following the Purchaser reaching an acceptable written long term dockage agreement with the Municipality of Northern Bruce Peninsula in a location acceptable to the Purchaser within Little Tub Harbour Tobermory, or at such other date(s) as the parties hereto may agree (the "Closing Date"), by electronic exchange of documents (including by fax and/or e-mailed PDF) between the Vendor's solicitors and the Purchaser's solicitors, which documents shall be held in escrow by the receiving law firm, pending notification by each party that such documents can be released to the counterparty, on the Closing Date or such other date as the parties may agree upon.

(2) The Purchaser shall have sixty (60) days following the Closing Date to remove the Vessel from its current location in Sault Ste. Marie. Notwithstanding the foregoing, the Purchaser shall not be required to move the Vessel from its current location during any months when the waterways between Sault Ste. Marie, Ontario and Tobermory, Ontario are impassable due to ice.

(3) If the Vessel cannot be moved from its current location during any months when the waterways between Sault Ste. Marie, Ontario and Tobermory, Ontario are impassable due to ice, the Vendor and Purchaser agree to pay any dock rental fees equally between the two parties. Currently, the dockage fees are \$40.00 per day and \$1,200.00 per month. The Vendor shall not authorize an increase in dockage fees without the prior written consent of the Purchaser. If the Purchaser does not consent to an increase in dockage fees, the Purchaser shall only be responsible for fees up to \$20.00 per day or \$600.00 per month.

4. Representations and Warranties of the Vendor

(1) The Vendor covenants, represents and warrants as follows as of the date hereof and it acknowledges that the Purchaser is relying upon such covenants, representations and warranties in connection with the purchase by the Purchaser of the Vessel:

- a) No person, firm or corporation has any agreement or option or any right (whether by law, pre-emptive or contractual and including convertible securities, warrants or convertible obligations of any nature) for the purchase of the Vessel.
- b) The entering into of this agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of the constating documents or by-laws of the Vendor or of any indenture or other agreement, written or oral, to which

the Vendor may be a party.

- c) This agreement has been duly executed and delivered by the Vendor and is a valid and binding obligation of the Vendor enforceable in accordance with its terms.
- d) The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act*.
- e) There are no existing lawsuits or proceedings before any court, administrative tribunal or government which have not been disclosed to the Purchaser or threatened legal actions or claims involving the Vessel.
- f) There are no liens, charges or encumbrances of any kind whatsoever on the Vessel. None of the assets, and specifically equipment, will be leased or encumbered as at the Closing Date.
- g) The Vendor certifies that no notice of non-compliance has been issued by the municipal, provincial, federal or other authorities in respect to the Vessel.
- h) The Vendor certifies that the Vessel and all other things being purchased shall be and remain until completion at the risk of the Vendor.
- i) The Vessel is being sold “as is” and makes no representations or warranties as to the state of the Vessel save for those explicitly contained in this Agreement.

(2) The Vendor covenants that it will indemnify and save harmless the Purchaser from and in connection with claims relating to any representation or warranty made by the Vendor above and shall indemnify and save harmless the Purchaser from and in connection with any claims relating the Vessel in any way which existed before the Closing Date.

5. Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Vendor as follows:

- a) The Purchaser is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by, or under which any default would occur as a result of the execution and delivery by it of this agreement or the consummation of the transactions contemplated herein, except as disclosed in this agreement.
- b) This agreement has been duly executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser enforceable in accordance with its terms.

6. Survival of Representations and Warranties

(1) The representations and warranties of the Vendor and Purchaser contained in this agreement and contained in any document or certificate given pursuant hereto shall survive the closing of the purchase and sale of the Vessel herein provided for, for a period of two (2) years from the

Closing Date, except for any representations and warranties relating to taxes, which shall survive the closing for a period of three (3) years.

7. Covenants of the Vendor

(1) The Vendor shall at all times until closing make available to the Purchaser and its representatives and advisers for examination all material or other knowledge in its possession or under its control, including, without limitation, environmental, health and safety, and other reports concerning the Vessel.

(2) The Vendor shall provide the Purchaser or its agents with access to the Vessel for the purpose of conducting a property condition, environmental, building code or other similar inspection upon forty-eight (48) hours' notice by the Purchaser. The Parties agree to attempt to schedule any inspection so as to minimize any disruption caused by them.

(3) The Vendor shall deliver to the Purchaser any and all information pertaining to the Vessel in its possession including but not limited to any contacts, operating expense statements, vessel inspections, marine surveys, insurance documents, environmental reports and any other reports or information in the Vendor's possession. All reports shall be delivered to the Purchaser within fifteen (15) days of executing this agreement.

(4) The Vendor shall identify and disclose any hazardous materials on the Vessel within its knowledge.

(5) The Vendor shall execute any documents necessary to transfer the registration of the Vessel to the Purchaser after the Closing Date.

(6) The Vendor has been advised that the Purchaser intends to relocate the Vessel to Tobermory, Ontario and operate the Vessel as a location within which commercial establishments will offer goods and services to residents and visitors to Tobermory, Ontario and the surrounding area. As part of such use, the Purchaser plans to establish an exhibit or exhibits highlighting the history of the Vessel and its marine heritage. The Vendor shall cooperate with the Purchaser where possible to secure all regulatory, building, land use, environmental or other permits necessary for the relocation of the Vessel and operation of the Purchaser's planned use of the Vessel.

(7) The Vendor shall hold all insurance policies, if any, and the net proceeds thereof in trust for the Purchaser as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.

8. Purchaser's Covenants

(1) The Purchaser shall file any required application(s) with the required permitting agencies for any necessary approvals within ninety (90) days of executing this agreement, or such other date as the Parties hereto may agree.

(2) The Purchaser shall be responsible for any and all environmental obligations related to the Vessel at the Closing Date including any required clean up and/or remediation as the Purchaser

may deem necessary.

(3) The Purchaser shall provide proof of insurance covering any personal injuries sustained by the Purchaser or its agents completing any inspections of the Vessel pursuant to section 7 (2) above.

9. Purchaser's Conditions

(1) The obligation of the Purchaser to complete the transactions contemplated by this Agreement shall be subject to the satisfaction of, or compliance with, at or before the Closing Date, each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part):

a) The Purchaser receiving copies of the documents set forth in Section 9.

(2) The obligation of the Purchaser to complete the transactions contemplated by this Agreement shall be subject to the satisfaction of, or compliance with, within ninety (90) days of signing this Agreement (the "Conditional Period"), each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part):

a) The Purchaser receiving all final, unappealable and commercially acceptable permits necessary to permit the relocation of the Vessel and operation of the Purchaser's planned use as set out in section 7 (6) above from all municipal, county, provincial, and federal governments or any other authority as may be required.

b) The Purchaser receiving and reviewing all of the Vendor's information and reports disclosed under section 7 above.

c) The Purchaser at its sole discretion may elect to have additional testing, analysis, condition, insurance or other reports completed on the Vessel at the Purchaser's sole expense.

i) The Purchaser shall provide the Vendor with notice of any such tests and provide the Vendor with any insurance certificates, licences or other related information reasonably deemed necessary by the Vendor in advance of any such work contemplated in section 9 (2) (c).

d) The Conditional Period shall be extended in the event that any testing or reports deemed necessary by the Purchaser cannot be completed prior to the expiry of the Conditional Period. Where a report or testing cannot be completed within the Conditional Period, the Conditional Period shall be extended until ten (10) days after the report or testing is completed and received by the Purchaser.

e) The Conditional Period shall be extended if the Purchaser has not received any required approvals or permits from any authority by the expiration of the original Conditional Period provided that the delay is caused by the approval authority or by the appeal of any approval or permit and is not the result of inaction by the Purchaser. The

Conditional Period shall toll by one day for each day that the approval or permit is delayed.

f) The Purchaser may at any time during the Conditional Period, at the Purchaser's sole discretion terminate the Agreement by providing the Vendor with written notice of the termination to the Vendor and the Vendor's solicitor. The deposit shall be returned to the Purchaser within ten (10) business days following the Purchaser's termination of the Agreement.

10. Deliveries by the Vendor

(1) On the Closing Date, the Vendor shall deliver or cause to be delivered to the Purchaser the following:

- a) All keys, and access codes for the Vessel;
- b) All necessary licences with respect to the Vessel;
- c) All books and records of the Vessel; and
- d) A certificate confirming that the representations and warranties of the Vendor made in or pursuant to this Agreement shall be true and accurate at the Closing Date.

10. Purchaser's Deliveries

(1) On the Closing Date, the Purchaser shall deliver or cause to be delivered to the Vendor the following:

- a) The payment of the balance of the Purchase Price in accordance with Section 2(2)(b) herein;
- b) a copy of the resolutions of the board of directors of the Purchaser approving the transfer of the Vessel to the Purchaser, if applicable.

11. Assignment

This Agreement may be assigned by the Purchaser to Tobermory Sweets Inc. without the prior written consent of the other Vendor.

12. Notices

(1) Any notice, direction or other instrument required or permitted to be given to the Vendor hereunder shall be in writing and may be given by mailing the same postage prepaid or delivering the same addressed to the Vendor at:

City of Sault Ste. Marie
Attention: Tom Vair, Deputy CAO
99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5X6

with a copy that shall not constitute notice to:

(2) Any notice, direction or other instrument required or permitted to be given to the Purchaser or the Corporation hereunder shall be in writing and may be given by mailing the same postage prepaid or delivering the same addressed to the Purchaser or the Corporation at:

Tobermory Real Estate Investors Inc.
18 Bay Street South
Box 248
Tobermory, N0H 2R0

Attn: Michael Goman

with a copy that shall not constitute notice to:

Middlebro & Stevens LLP
Barristers & Solicitors
1030 2nd Avenue East, PO Box 100
Owen Sound, Ontario

Attention: Nicholas A.G. Lovell

Any notice, direction or other instrument aforesaid if delivered, shall be deemed to have been given or made on the date on which it was delivered or if mailed, shall be deemed to have been given or made on the fifth business day following the day on which it was mailed.

13. Costs

(1) Except as otherwise set out herein, each of the parties hereto shall pay its own legal, accounting and other costs and expenses associated with this transaction and this agreement.

14. Entire Agreement

(1) This agreement constitutes the entire agreement between the parties hereto. There are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties hereto and this agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

15. Counterparts and Electronic Execution

(1) This Agreement may be executed in any number of counterparts each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and each of the parties may rely on such electronic execution as though it were an original handwritten signature.

16. Proper Law of Contract

(1) This agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario. Each of the parties hereto hereby irrevocably submits and attorns to the jurisdiction of the courts of the Province of Ontario.

17. Benefit and Binding Nature of the Agreement

(1) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

18. Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto effective the day and year first mentioned above.

TOBERMORMY REAL ESTATE
INVESTORS INC.

Per: _____
Michael Goman, President
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

I have authority to bind the Corporation

SCHEDULE "A"

Vessel:

Name: M.S. Norgoma

Manufacturer: Canadian Shipbuilding & Engineering Ltd.

Official Number: 190429

Registry date: 1950-04-29

Additional equipment agreed to:

All fixtures, chattels and equipment on or enclosed within the vessel.

All of the foregoing together with all equipment and accessories appurtenant thereto collectively referred to as the "Vessel".