



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

Monday, February 22, 2021

4:30 pm

Video Conference

	Pages
1. Adoption of Minutes	10 - 20
Mover Councillor L. Dufour Seconder Councillor M. Bruni Resolved that the Minutes of the Regular Council meeting of February 8, 2021 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 February 22, 2021 City Council meeting as presented be approved.	
5. Proclamations / Delegations	
5.1. Ontario Finnish Resthome 50th Anniversary	21 - 21
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 February 22, 2021 – Agenda item	

6 – Consent Agenda be approved as recommended.

- 6.1. Sault Ste. Marie Innovation Centre – GIS Agreement** 22 - 23
- A report of the Manager of Purchasing is attached for the consideration of Council.
- The relevant By-law 2021-48 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.2. Factory Rebuild of Trackless Municipal Tractor** 24 - 26
- 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 February 22, 2021 be received and that the quotation submitted by Work Equipment Ltd. in the amount of \$147,750 plus HST for the factory rebuild of a City-owned trackless municipal tractor plus attachments for use by Public Works be accepted on a sole-source basis.
- 6.3. Canada Healthy Communities Initiative Grant – Pointe Des Chenes Park** 27 - 30
- 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 February 22, 2021 concerning Canada Healthy Communities Initiative Grant for investment in Pointe des Chenes Park be received and that staff be authorized to proceed with an application for funding.
- 6.4. Rural Economic Development Program Application Submission** 31 - 33
- A report of the Director of Tourism and Community Development Services is attached for the consideration of Council.
- Mover Councillor L. Dufour
Seconder Councillor M. Bruni
Resolved that the report of the Director of Tourism and Community Development Services dated February 22, 2021 concerning Rural Economic Development Program application submission be received and that staff be authorized to proceed with an application for funding.
- 6.5. Cost Analysis of Purchasing Electric Vehicles** 34 - 53

A report of the Climate Change Coordinator is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Climate Change Coordinator dated February 22, 2021 concerning cost analysis of purchasing electric vehicles be received as information.

6.6. Sault Cycling Club – Land Use Agreement – Finn Hill 54 - 56

A report of the Solicitor/Prosecutor is attached for the consideration of Council.

The relevant By-law 2021-044 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.7. Property Declared Surplus – 352 Northland Road 57 - 59

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

The relevant By-law 2021-47 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.8. Lane Assumption, Closing and Conveyance – Eldridge Subdivision Abutting 721 Wellington Street East 60 - 62

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

The relevant By-laws 2021-45 and 2021-46 are 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

7.5. Fire Services

7.6. Legal

7.7. Planning

7.7.1. Removal of the Site Plan Control Designation for Civic Addresses 81, 85, 89, 93, 97 & 101 Ruth Street 63 - 65

A report of the Senior Planning Technician is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Senior Planning Technician dated February 22, 2021 concerning civic addresses 81, 85, 89, 93, 97 and 101 Ruth Street be received and that the site plan control designation from the semi-detached lots at 81, 85, 89, 93, 97 and 101 Ruth Street be removed;

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

7.7.2. A-3-21-Z 510 Second Line East (Trimount Construction Group Inc.) 66 - 76

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Senior Planner dated February 22, 2021 concerning rezoning application A-3-21-Z be received and that the application to rezone the subject property from Medium Industrial Zone (M2) to Medium Industrial Zone (M2.S) with a special exception to permit a contractor's yard supporting heavy and civil engineering construction, in addition to the uses currently permitted in an M2 Zone be approved subject to the following special provision:

1. That there be no outdoor storage permitted upon the subject property except storage within accessory buildings or accessory use freight containers.

And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

7.8. Boards and Committees

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

8.1. Pointe des Chenes Transit

Mover Councillor M. Shoemaker

Seconder Councillor C. Gardi

Whereas Pointe des Chenes beach is the only public beach in the Sault Ste. Marie City limits; and

Whereas for years families have gathered at Pointe des Chenes beach as a community gathering place; and

Whereas it is important that City services in all corners of the City be accessible to the entire community; and

Whereas in the summer months, some in the community may not be able to access the Pointe des Chenes beach due to its distance from the City's core and lack of services to get to the beach;

Now Therefore Be It Resolved that staff be requested to report to Council on options for an additional bus route that would run on weekends in the summer (from late June to Labour Day) to bring residents from one or both of the transit transfer hubs to the Pointe des Chenes beach.

8.2. Interest / Penalties on Late Payment of Taxes

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Whereas in 2020 the Council of the City of Sault Ste. Marie waived interest and penalties on late payment of the tax installments that came due after the March 2020 lockdown measures; and

Whereas the province and the global economy remain gripped by the coronavirus pandemic, with expected vaccines providing hope that we be able to emerge from the ongoing lockdowns that businesses and residents have faced in 2020 and into 2021; and

Whereas as of yet, it is unclear at what point in 2021 the great majority of the population may be vaccinated, and therefore it is unclear when economic conditions may return to a normal, or new normal, in the community;

Now Therefore Be It Resolved that Council waive interest and penalties on late payment of taxes in the 2021 calendar year, with the waiver of interest and penalties expiring on December 31, 2021.

8.3. Ontario Wastewater Surveillance Initiative

Mover Councillor C. Gardi

Seconder Councillor P. Christian

Whereas wastewater-based epidemiology has been used in recent years to monitor for the presence of drugs or disease agents in communities. Across Canada and the globe, researchers are finding signs of the SARS-CoV-2 virus in community wastewater samples. These results can augment clinical testing of individuals by public health authorities and potentially serve as an early warning for a subsequent wave of illness; and

Whereas Ontario researchers, laboratories, wastewater utilities and public health authorities are now participating in this important research effort known as the Ontario Wastewater Surveillance Initiative; and

Whereas the practice of wastewater sampling can help local Public Health Units, like Algoma Public Health, identify “hot spots” for the virus, which can inform decisions on where and how to mobilize resources in response; and

Whereas advantages to participation can also include helping to optimize and allocate resources for clinical testing, target areas with defined, higher-risk or vulnerable populations within the sewershed where early action may be most beneficial, identifying transmission trends and informing predictive modelling, and, ultimately protecting capacity of Public Health Ontario, hospitals and private laboratories; and

Whereas the community of Sault Ste. Marie should pursue every effort to keep our community safe from COVID-19 and other variants of concern by being as informed as possible and working to stay one step ahead of these viruses;

Now Therefore Be it Resolved that City staff approach the Public Utilities Commission and Algoma Public Health to explore their interest in partnering with the City of Sault Ste. Marie to join the Ontario Wastewater Surveillance Initiative and if Algoma Public Health, the PUC and City staff believe it is a viable and worthy initiative to participate in, they work towards joining the initiative as soon as possible.

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. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date February 22, 2021 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 2021-43 (Streets) Official Street Names

77 - 90

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that By-law 2021-43 being a by-law to re-adopt Official Street Names List be passed in open Council this 22nd day of February, 2021.

11.1.2. By-law 2021-44 (Agreement) Finn Hill Cycling

91 - 99

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that By-law 2021-44 being a by-law to authorize the execution of the Agreement between the City and The Sault Cycling Club, a non-share capital corporation incorporated under the *Corporations Act* of Ontario for the creation, maintenance, and use of City property known as Finn Hill for mountain biking be passed in open Council this 22nd day of February, 2021.

11.1.3. By-law 2021-45 (Lane Assumption) Lane Abutting 721 Wellington Street East, Eldridge Subdivision 100 - 101

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that By-law 2021-45 being a by-law to assume for public use and establish as a public lane, the lane more particularly described as PIN 31541-0311 (LT) LANE BLK C PL 1043 ST. MARY'S EXCEPT PT 1 1R12005; CITY OF SAULT STE. MARIE, Eldridge Subdivision be passed in open Council this 22nd day of February, 2021.

11.1.4. By-law 2021-47 (Property) Surplus 352 Northland Road 102 - 103

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that By-law 2021-47 being a by-law to declare the City owned property legally described as PIN 31572-0139 (LT) LT 87 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249; PT 14 1R5203; S/T T234595; SAULT STE. MARIE, being civic 352 Northland Road, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 22nd day of February, 2021.

11.1.5. By-law 2021-48 (Agreement) SSMIC GIS Contract 104 - 111

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that By-law 2021-48 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Innovation Centre for GIS Services commencing January 1, 2021 and ending December 31, 2023 (including an option to extend to December 31, 2025) at their proposed monthly fees be passed in open Council this 22nd day of February, 2021.

11.1.6. By-law 2021-49 (Agreement) STEM Central Ave Farwell Terrace Aqueduct 112 - 129

Repairs

Council report was passed by Council resolution on February 8, 2021.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that By-law 2021-49 being a by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for engineering services for repairs to the secondary aqueduct for Central Avenue and Farwell Terrace be passed in open Council this 22nd day of February, 2021.

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

11.2.1. By-law 2021-46 (Lane Closing & Conveyance) Abutting 721 Wellington Street East, Eldridge Subdivision 130 - 131

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that By-law 2021-46 being a by-law to stop up, close and authorize the conveyance of a lane in the Eldridge Subdivision, Plan 1043 be read a FIRST and SECOND time in open Council this 22nd day of February, 2021.

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 S. Hollingsworth

Seconder Councillor M. Bruni

Resolved that this Council move into closed session to discuss one item concerning the disposition of land; and one labour relations item

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.

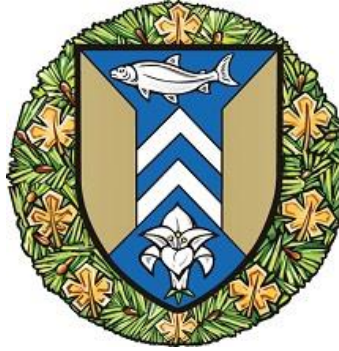
Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality; and section 239 2 (d) labour relations or employee negotiations

14. Adjournment

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, February 8, 2021

4:30 pm

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, K. Fields, S. Schell, P. Johnson, D. Elliott, S. Hamilton Beach, B. Lamming, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, T. Reid

1. Adoption of Minutes

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular Council meeting of January 25, 2021 be approved.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the Agenda for February 8, 2021 City Council meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 2020 Heritage Award

Guy Traficante (Algoma Conservatory of Music) – 75 Huron Street and Tony Porco (Machine Shop) – 83 Huron Street

5.2 National Heritage Week

5.3 Citizens Helping Addicts and Alcoholics Get Treatment

Dr. Paul Hergott, Lisa Foggia, Connie Raynor and Rhonda Lee were in attendance.

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date February 8, 2021 – Agenda item 6 – Consent Agenda save and except Agenda item 6.6 be approved as recommended.

Carried

6.1 Prince Township Municipal Boundary Petition

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the CAO dated February 8, 2021 concerning Prince Township Municipal Boundary Petition be received as information.

Carried

6.2 Outside Agency Grant Agreements 2021

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

The relevant By-laws 2021-30, 2021-31, 2021-32, 2021-33, 2021-34, and 2021-35 are listed under item 11 of the Minutes.

6.3 Rural Economic Development Agreement Extension – ECNHS

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

The relevant By-law 2021-41 is listed under item 11 of the Minutes.

6.4 Miscellaneous Aqueduct Repairs – Consultant Selection

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated February 8, 2021 concerning Miscellaneous Aqueduct Repairs – Consultant Selection be received and that Council authorize entering into an agreement for engineering services with STEM Engineering.

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

Carried

6.5 Case Road Culvert Replacement – Consultant Selection

The report of the Municipal Services Engineer was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Municipal Services Engineer dated February 8, 2021 concerning Case Road Culvert Replacement – Consultant Selection be received and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.

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

Carried

6.7 Declare 328 Queen Street East Surplus

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

The relevant By-law 2021-36 is listed under item 11 of the Minutes.

6.6 Pointe des Chenes Campground – 2021 Season

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Director of Public Works dated February 8, 2021 concerning Pointe des Chenes Campground – 2021 Season be received and that the campground closure

based on the capital improvements necessary to comply with the Technical Standards and Safety Authority and the ongoing operational challenges due to the pandemic as well as ongoing water quality issues be approved.

	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	8	3	0

Carried

- 7. Reports of City Departments, Boards and Committees**
- 7.1 Administration**
- 7.2 Corporate Services**
- 7.3 Community Development and Enterprise Services**
- 7.4 Public Works and Engineering Services**
- 7.5 Fire Services**
- 7.6 Legal**
- 7.7 Planning**
- 7.8 Boards and Committees**

7.8.1 Environmental Sustainability Committee

The Boards and Committees Nominating Committee met on January 29, 2021 to consider applications to one position on the Environmental Sustainability Committee.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that Pedro Antunes be appointed to the Environmental Sustainability Committee from February 8, 2021 to December 31, 2022.

Carried

7.8.2 Algoma University Nomination

Councillor M. Scott was nominated to the Algoma University Board of Governors on January 11, 2021. As Councillor Scott sits on the Sault College Board of Directors in his personal capacity, a different nominee to the Algoma University Board of Directors is required.

Councillor C. Gardi indicated an interest in the nomination.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that Councillor C. Gardi be nominated to the Algoma University Board of Governors from February 8, 2021 to December 31, 2022

Carried

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

8.1 Small Business in COVID

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Whereas the City of Sault Ste. Marie endorses the proposal of the City of Thunder Bay to take a regional approach to allowing small businesses to open in areas of the province less severely affected by COVID-19; and

Whereas the City of Sault Ste Marie endorses the following resolution which was also passed by the City of Thunder Bay:

Be It Resolved that the provincial government be requested to revise the Rules for Areas in Stage 1 under Ontario Regulation 82/20 ("lockdown") to address the inequity created between small businesses required to close and businesses permitted to open and continue sales; to

avoid unfair competitive advantage between businesses; and to provide consistency with continued effective health risk management in consultation with Public Health;

Further Be It Resolved that the provincial government be requested to revise the physical distancing protocols to require capacity limits based on a per square metre basis for all businesses, including restaurants, which are currently subject to a hard-capped occupancy limit regardless of business size or capacity based on the current provincial re-opening framework subject to consultation on Public Health best practices; and

That the City of Sault Ste. Marie calls on the Province to partner with municipalities to pilot unique/additional parameters and programs with our local business community that may be key to offering a safe consumer and employee experience so that businesses can remain open and viable while recognizing the unique makeup of local communities; and

That a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Prabmeet Singh Sarkaria, Associate Minister of Small Business and Red Tape Reduction, the Honourable Peter Bethlenfalvy, Minister of Finance, the Honourable Ross Romano, Minister of Colleges and Universities and MPP for Sault Ste. Marie, Association of Municipalities of Ontario (AMO), and Northern Ontario Large Urban Mayors(NOLUM).

	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	10	1	0

Carried

- 9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
- 10. Adoption of Report of the Committee of the Whole**
- 11. Consideration and Passing of By-laws**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date February 8, 2021 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 2021-30 (Agreement) Algoma University Funding

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-30 being a by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000) Dollars for activities undertaken to attract international students to Sault Ste. Marie be passed in open Council this 8th day of February, 2021.

Carried

11.1.2 By-law 2021-31 (Agreement) Soo Pee Wee Arena Funding

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-31 being a by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full be passed in open Council this 8th day of February, 2021.

Carried

11.1.3 By-law 2021-32 (Agreement) Art Gallery Funding

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolve that By-law 2021-32 being a by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785) Dollars to assist with the

provision of art and culture to the residents of Sault Ste. Marie and other visitors be passed in open Council this 8th day of February, 2021.

Carried

11.1.4 By-law 2021-33 (Agreement) The Ontario Bushplane Centre Heritage Funding

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-33 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Education Centre o/a The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred and Seventy Five Thousand (\$175,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 8th day of February, 2021.

Carried

11.1.5 By-law 2021-34 (Agreement) Crime Stoppers Funding

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-34 being a by-law to authorize the execution of the Agreement between the City and Crime Stoppers of Sault Ste. Marie and Algoma District Inc. for a grant up to Twenty Five Thousand (\$25,000) Dollars to assist with reducing the cost of policing and paying rewards be passed in open Council this 8th day of February, 2021.

Carried

11.1.6 By-law 2021-35 (Agreement) Museum 49th Field Regiment Agreement

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-35 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Forty Six Thousand Ninety One (\$246,091) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area be passed in open Council this 8th day of February, 2021.

Carried

11.1.7 By-law 2021-36 (Property) 328 Queen Street East Declared Surplus

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-36 being a by-law to declare the City owned property legally described as PIN 31542-0034 LT 13 PL 327 ST. MARY'S S/T INTEREST IN T338585; SAULT STE. MARIE, being civic 328 Queen Street East, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 8th day of February, 2021.

Carried

11.1.8 By-law 2021-37 (Official Plan Amendment) 567 and 571 Second Line West (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-37 being a by-law to adopt Amendment No. 230 to the Official Plan for the City of Sault Ste. Marie (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli – 561 and 571 Second Line West) be passed in open Council this 8th day of February, 2021.

Carried

11.1.9 By-law 2021-38 (Zoning) 567 and 571 Second Line West (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-38 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 561 and 571 Second Line West (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli) be passed in open Council this 8th day of February, 2021.

Carried

11.1.10 By-law 2021-39 (Development Control) 567 and 571 Second Line West (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-39 being a by-law to designate the lands located at 561 AND 571 Second Line West an area of site plan control (2779594 Ontario Inc. c/o David Toppan and Benjamin Cicchelli) be passed in open Council this 8th day of February, 2021.

Carried

11.1.11 By-law 2021-40 (Zoning) 134, 136, 138 John Street (Jason Naccarato)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-40 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 134, 136, 138 John Street (Jason Naccarato) be passed in open Council this 8th day of February, 2021.

Carried

11.1.12 By-law 2021-41 (Agreement) Rural Economic Development Amendment (RED)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-41 being a by-law to authorize the execution of the Amending Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs to extend the existing Rural Economic Development Program until March 30, 2022 be passed in open Council this 8th day of February, 2021.

Carried

11.1.13 By-law 2021-42 (Agreement) General Insurance Frank Cowan Company

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2021-42 being a by-law to authorize the execution of the Agreement between the City and Frank Cowan Company Limited for general insurance services from February 28, 2021 to February 28, 2024 be passed in open Council this 8th day of February, 2021.

Carried

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

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

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

13. Closed Session

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that this Council move into closed session to discuss one item concerning the disposition of land; and one item subject to third party confidentiality

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 R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality; and section 239 2 (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization

Carried

14. Adjournment

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS 2021 marks the 50th Anniversary of the Ontario Finnish Resthome. The Association was formed in 1971 and quickly grew from the original purchase of land in 1973 next to the Fort Creek Conservation area; and

WHEREAS First built was Suomi Eesti Maja, consisting of 134 independent living apartments opening in 1976. A few short years later, in 1982, Kotitalo opens, offering 111 units of assisted living apartments; and

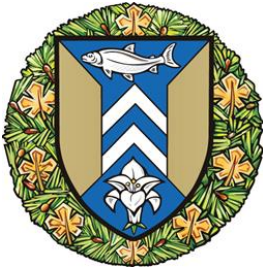
WHEREAS The Ontario Finnish Resthome continued to expand and meet the needs of the community and carry on in the tradition of the Finnish culture. Mauno Kaihla Koti opened in 1991, offering 63 beds with long term care housing. Uusi Koti built in 2016 offering another 85 independent living apartments; and

WHEREAS The Ontario Finnish Resthome is home to approximately 440 residents, Board members and association members, along with 178 staff members and 300 volunteers to help keep the organization strong:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim the year **2021 as the 50th Anniversary of the Ontario Finish Resthome Association** and encourage the citizens of Sault Ste. Marie to participate in the celebrations throughout the year.

Signed,

Christian Provenzano
MAYOR



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

COUNCIL REPORT

February 22, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Sault Ste. Marie Innovation Centre – GIS Contract Agreement

PURPOSE

This report has been prepared for Council's information and consideration concerning the establishment of a three-year Contract for the period commencing January 1, 2021 and ending December 31, 2023 (including an option to extend to December 31, 2025) with the Sault Ste. Marie Innovation Centre allowing for continued GIS Services. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

The Sault Ste. Marie Innovation Centre provides a GIS solution which is recognized as one of the most comprehensive GIS solutions in the world. The City has leveraged this expertise for its GIS requirements.

ANALYSIS

Due to the longstanding provision of these services, the Sault Ste. Marie Innovation Centre is able to provide the City with a capable GIS Solution uniquely reflecting and meeting our needs. PUC Services Inc. also utilizes these services and sharing of the results is needed on various infrastructure projects.

Approval of sole sourcing for provision of these services is requested by Council; on the basis, in accordance with the Purchasing By-law, when the standardization and compatibility of a procurement with existing services is a paramount consideration; and there is an absence of competition for technical reasons and these services can only be supplied by a particular Supplier.

FINANCIAL IMPLICATIONS

The Innovation Centre has proposed fees of \$35,579.99 plus HST per month for 2021; totalling \$434,474.40 including the non-rebatable portion of the HST. The cost is included in the approved 2021 Operating Budgets of Building Inspection fees (9% of cost), Sanitary Sewer fee revenue (36% of cost) and IT-GIS Services (55% of cost). Monthly fees of \$35,345.05 plus HST for 2022 and \$35,569.54 plus HST for 2023 have been proposed.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the Corporate Strategic Plan but may be linked to the Infrastructure Focus Area of the Plan.

RECOMMENDATION

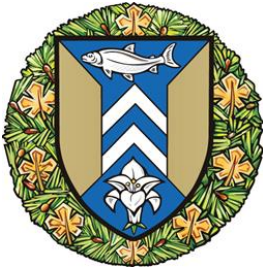
Resolved that the report of the Manager of Purchasing dated February 22, 2021 be received, and the recommendation that a three-year Contract for the provision of GIS Services commencing January 1, 2021 and ending December 31, 2023 (including an option to extend to December 31, 2025), at their proposed monthly fees, by the Sault Ste. Marie Innovation Centre be approved on a sole source basis.

By-law 2021-48 authorizing signature of the Contract appears elsewhere on the Council Agenda.

Respectfully submitted,



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



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

COUNCIL REPORT

February 22, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Factory Rebuild of Trackless Municipal Tractor

PURPOSE

Attached hereto for your information and consideration is a recommendation that Council approve sole sourcing of a complete factory rebuild of a City-owned Trackless municipal tractor presently in use by Public Works. Staff is seeking Council approval of the report recommendation.

BACKGROUND

Trackless equipment is used by Public Works for various purposes primarily associated with clearing snow, winter sanding, and sweeping of City sidewalks. Trackless are equipped with various readily changeable attachments for performance of these functions as well as other duties both inside and outside of the winter control season. Public Works updates one of the municipal tractors in its fleet annually to ensure that reliable service and continuity of its fleet are maintained. Council approved this rebuild as part of the 2021 budget.

ANALYSIS

The estimated purchase price of a new Trackless equipped with the usual attachments is approximately \$173,600 after trade-in allowances for the machine and attachments are applied, along with the non-rebatable portion of the HST. A factory rebuild will return an existing machine to like-new condition (with new attachments also to be ordered: snowblower, v-plow and sweeper), and is expected to realize a savings of approximately 13.5% over the useful life versus purchasing new. The most recent versions of Trackless equipment have had to meet emission targets; and the modifications to do so have significantly impacted the reliability and capability to do the intended job. It is expected that as technology advances, these issues will be addressed.

The machine which is to be rebuilt would be one from the City fleet, and is the one unit that would normally be traded in on the purchase of a new machine. Other factors such as the half-life point for this machine, reliability of operation, accessibility to parts and maintenance, and our confidence that this equipment has done well in the challenging municipal environment, were also considered by Public Works in their assessment. Based upon the analysis, Public Works recommends the rebuild option.

Work Equipment Ltd. is the factory authorized dealer who supplies the City with Trackless municipal tractors. Factory Rebuilds can only be secured through a Trackless Dealer. Sole Sourcing, in this instance, is in compliance with the Purchasing By-law as there is an absence of competition for technical reasons and the Service can only be supplied by a particular Supplier.

The rebuild will include replacement of the engine, cab, seat & controls; and rebuilding of the transmission, front & rear axles, & power take off (PTO) clutch. A new 1-year warranty on parts & labour, and a 2-year 2,000-hour warranty on the engine will be provided which is comparable to the warranty of a brand new unit. The rebuild process will take approximately 30-60 days to complete, subsequent to the 90 days engine supply lead-time.

FINANCIAL IMPLICATIONS

During the 2021 Budget deliberations, Council approved the allocation of \$1,383,000 for Public Works equipment including procurement of the rebuild for this particular piece of equipment.

A quotation of \$147,750 plus HST for the Factory Rebuild including shipping; plus snowblower, v-plow and sweeper attachments (less trade-in allowances for attachments) has been submitted by Work Equipment Ltd. This will result in a total expenditure of approximately \$150,350 including the non-rebatable portion of the HST. This amount can be accommodated from within the approved allocation for Public Works equipment for 2021.

STRATEGIC PLAN / POLICY IMPACT

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

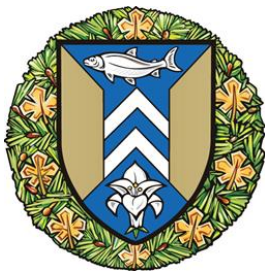
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2021 02 22 be received and the recommendation of the acceptance of the quotation submitted by Work Equipment Ltd. in the amount of \$147,750 plus HST for the Factory Rebuild of a City-Owned Trackless Municipal Tractor plus attachments for use by Public Works, on a sole source basis, be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Gowans', written in a cursive style.

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



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

COUNCIL REPORT

February 22, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Canada Healthy Communities Initiative Grant – Pointe Des Chenes Park

PURPOSE

To seek Council approval to apply for the Canada Healthy Communities Initiative Grant to make a multi faceted investment into infrastructure at Pointe Des Chenes Day Park.

BACKGROUND

On February 9, 2021 the Honourable Catherine McKenna, Minister of Infrastructure and Communities, and Andy Fillmore, Parliamentary Secretary to the Minister and Member of Parliament for Halifax, joined Andrea Dicks, President of Community Foundations of Canada and Mary W. Rowe, President and CEO of the Canadian Urban Institute, to launch the first application intake for projects under the Canada Healthy Communities Initiative. The funding totals \$31 Million made available from the Government of Canada. Municipalities can apply for support funding from \$5,000 to \$250,000 for eligible projects.

The Healthy Communities Initiative supports communities as they create and adapt public spaces, and programming and services for public spaces to respond to ongoing needs arising from COVID-19 over the next two years. The grant will fund small-scale infrastructure projects to create safer, more vibrant and inclusive communities. Community Foundations of Canada (CFC) and its network are working alongside the Canadian Urban Institute (CUI) and other partners to deliver the Healthy Communities Initiative locally.

<https://www.infrastructure.gc.ca/chci-iccs/index-eng.html>

The application period for the first round of funding will close on March 9, 2021.

ANALYSIS

Staff representing Community Services, Parks and Tourism have met to discuss the opportunity and are recommending an investment in Pointe Des Chenes Day Park that fits well under safe and vibrant public spaces category as detailed in the application guideline. The timeline is tight to ensure an application is submitted by the March 9, 2021 deadline.

The project would total \$105,000 of which \$80,000 would form the grant request broken down as follows.

Canada Healthy Communities Initiative Grant – Pointe Des Chenes Park		
Item	Amount	Funding Source
Shade Structure using existing Concrete Base	\$ 40,000	Grant
Playground Equipment - Relocate (see layout)	\$ 40,000	Grant
Total Grant Request	\$ 80,000	
		City Contribution
Disc Golf Course - Procurement and Installation	\$ 15,000	Parks Subdivider Reserve
4 Beach Volleyball Courts	\$ 5,000	In Kind Labour
Playground Installation	\$ 5,000	In Kind Labour
Total Project Cost	\$ 105,000	

Letters of support are anticipated from the Sault Disc Golf Club, the SSM Volleyball Association and Algoma Public Health, which staff would include with the application.

The investment into the park space will aid in amplifying this location as a destination site. The addition of the disc golf course will provide an another opportunity to lengthen overall patron stay and could facilitate local tournament play. With regards to the installation of beach volleyball courts Tourism would look to attract Regional tournaments to the site. A minimum of four (4) courts is required to host an event and that is being proposed as part of this project. The courts would be designed to meet required tournament specifications and the Parks department has advised there is access to high-grade quality sand to utilize for the construction.

The major benefits with the proposed investments are as follows.

1. Activates the space with the addition of disc golf, beach volleyball, shade structure and a newly relocated playground (Appendix A Proposed Layout).
2. Sufficient room to accommodate all indicated features which are complementary to the space.
3. Access to grant funding to cover approximately 76% of the proposed cost.
4. City share of funding available from the parks sub-divider reserve.
5. Increases ability to host additional events.
6. Provides for accessible outdoor opportunities in alignment with outdoor COVID-19 guidelines.

7. Commitment to long-term investment at the day park.

City staff is recommending applying for the grant as presented.

FINANCIAL IMPLICATIONS

The \$15,000 City cash contribution is proposed to be funded from the parks sub-divider reserve. The request is being recommended by the CFO and CAO in alignment with the Capital Asset Management policy. Installation can be completed with in kind services through the Parks Division.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2020-2023 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.
- Under Quality of Life area, the action promotes Quality of Life Advantages.
- Community Development & Partnerships, it creates Social and Economic Activity.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report dated February 22, 2021 from the Director, Community Services concerning the Canada Healthy Communities Initiative Grant for investment in Pointe Des Chenes Park be received, and the recommendation to apply for the Canada Healthy Communities Initiative Grant in support of investment as presented at Pointe Des Chenes Park be approved.”

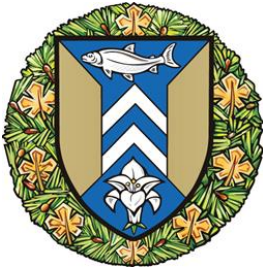
Respectfully submitted,



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

Appendix A Proposed Layout





The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

February 22, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Travis Anderson, Director Tourism & Community Development
DEPARTMENT: Community Development and Enterprise Services
RE: Rural Economic Development (RED Program Application Submission)

Purpose

The purpose of the report is to seek Council's approval to access funds from the Rural Economic Development (RED) Program to support the delivery of a Sault Ste. Marie Health Care Attraction and Retention Campaign. Should the City be successful in the grant application, funds received from the RED program will be used to market and promote health care careers where the community is experiencing acute shortages: Personal Support Workers, Psychiatrists, Licensed and Registered Practical Nurses and Physicians.

The proposed campaign will highlight Sault Ste. Marie's competitive advantages, including; low cost of living, a great work-life balance, access to natural amenities, low commute times and educational opportunities. The campaign will include targeted recruitment of skilled health care workers nationally and internationally through the use of video campaigns, digital and print advertising, geo-targeting, in-person outreach and promotion of our www.welcometossm.com website. These efforts will play a role in attracting individuals for hard to fill positions at organizations like Sault Area Hospital and several long-term health care facilities.

Background

In June 2019, the City of Sault Ste. Marie (SSM) in partnership with the Economic Development Corporation and Local Immigration Partnership was successful in its submission to be one of the host communities for the Rural and Northern Immigration Pilot (RNIP) program. The RNIP is a community-driven program. It is designed to spread the benefits of economic immigration to smaller communities by creating a path to permanent residency for skilled foreign workers who want to work and live in one of the participating communities.

Through the RNIP program, it was identified that Health Care was one sector that Sault Ste. Marie is experiencing substantial labour shortages currently and, it is projected, in the future. Like many northern and rural communities, we are facing critical shortages in the health care sector. In an Algoma Workforce Investment Corporation survey of health care facilities, 63% stated they had difficulty filling positions. 40% of health care employers did not think they had adequate resources with rates of overtime as high as 30%. Our median age is six years higher than the provincial average, and net migration has been negative for the City since 2001. At the same time, due to high rates of retirement there are significant employment opportunities.

To further compound this, 21% of the health care workforce is over 55 years old and 46% is over the age of 45 years old. With retirements imminent, this skills shortage will only get worse.

Page 2.

Several health care providers in Sault Ste. Marie have stated that if they had a larger, qualified workforce it would alleviate these shortages as well as creating more economic opportunities for Sault Ste. Marie. Staff have received support for this initiative from the Sault Area Hospital, Batchewana First Nation and Sault College. Staff has also been in consultation with Physician Recruitment and work in concert with them related to any efforts to attract of physicians to the community.

The Sault Ste. Marie Health Care Attraction and Retention Campaign will create awareness locally, regionally, nationally and internationally in a strategic, targeted way to build our labour force and enable business growth.

Analysis

The Rural Economic Development Fund: Economic Diversification and Competitiveness Stream: Attraction and retention of workers/immigrants/youth will allow us to assist a number of local health care employers who have expressed difficulty filling skilled positions. The development of a Sault Ste. Marie Health Care Attraction and Retention Campaign would provide support to market and promote the community to individuals outside of Sault Ste. Marie and would significantly contribute to not only healthcare, but allow for many businesses the ability to address their labour needs and expand accordingly.

Financial Implications

RED will provide 50% of eligible expenditures, to a maximum of \$150,000, over a 24-month period. Community Development Staff are proposing to use \$75,000 of the Marketing & Promotion budget for 2021 from the FutureSSM budget for the purpose of the grant application. If successful, we would receive \$75,000 from the RED program that would be utilized to support the marketing and promotion of the Sault Ste. Marie Health Care Attraction and Retention Campaign.

Strategic Plan / Policy Impact

The Corporate Strategic Plan contains numerous references to growing our community and meeting local employer demands by attracting skilled labour to the community. Furthermore, this matter would align with the FutureSSM pillar of Economic Growth and Diversification and the goal of inviting immigration, welcoming newcomers and building our labour force.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Tourism & Community Development Services dated February 22nd, 2021 concerning the RED application be received and Council authorize staff to proceed with an Application for funding

Respectfully submitted,

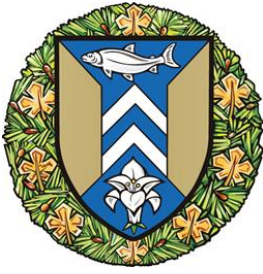


Travis Anderson
Director, Tourism & Community
Development
705.989.7915

RED Program application
February 22, 2021

Page 3.

t.anderson@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

February 22, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Travis Anderson, Director Tourism & Community Development
DEPARTMENT: Community Development and Enterprise Services
RE: Cost Analysis of Purchasing Electric Vehicles

PURPOSE

This report is intended to respond to Council's resolution from March 9, 2020, and considers vehicle cost, maintenance, financial incentives and additional benefits to incorporating zero emission vehicles (ZEVs), in particular battery electric vehicles (BEVs) into the City of Sault Ste. Marie (the City) fleet. It also reviews the opportunities associated with hydrogen fuel cell technology as a low carbon alternative fuel for transportation.

BACKGROUND

At the March 9, 2020 Council meeting, the following motion was approved:

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

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

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

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

ZEVs are "vehicles that have the potential to produce no [greenhouse gas] (GHG) emissions"¹. There are three types of zero-emission vehicles (ZEV) electric vehicles available on the market in Canada. They are:

¹ Transport Canada. (2020). Zero-emission vehicles. Retrieved from : <https://www.tc.gc.ca/en/services/road/innovative-technologies/zero-emission-vehicles.html#qsandas>

- **Battery electric vehicles (BEVs):** which are powered by electric motors that draw electricity from on-board storage batteries and are charged by plugging the vehicle into a plug-in to charge;
- **Plug-in-hybrid electric vehicles (PHEV):** which use both an on-board motor and a small internal combustion engine; and,
- **Hydrogen fuel cell electric vehicles (FCEV):** which use a fuel cell to create on-board electricity, generally using compressed hydrogen and oxygen from the air to power the vehicle.

All three types of vehicles can be used to reduce GHG emissions in fleets, and are being adopted by municipalities to replace both light class vehicles and buses. PHEVs will not be reviewed in this report as they do use some gasoline in their operating process and this report seeks to review ZEVs with the least amount of GHG emissions.

ZEVs, though currently more expensive than their internal combustion engine (ICE) vehicle counterparts, are much more fuel efficient and cost much less to operate. The purchase price of ZEVs can vary based on attributes such as vehicle class, fuel economy and range (how far they can travel on one charge). These factors can also impact the operating and maintenance costs of the vehicle, which represent the need to understand the total cost of ownership (TCO) when incorporating ZEVs into the vehicle purchasing decision-making process. In addition, ZEVs require different charging infrastructure which must also be considered as a capital cost as part of their adoption.

ANALYSIS

In order to understand anticipated upfront costs for purchasing a ZEV, a comparative analysis was conducted between a sample of six BEVs compared to six ICE vehicle counterparts, or best available similar models. The details pertaining to this analysis, including data methodology, notes, and assumptions are provided in Appendix A. Currently, the majority of market availability of BEVs is limited primarily to compact/sedans and crossovers/SUVs which has been reflected in this report. Though the price of BEVs has been gradually declining due to an increase in product availability and technological improvements, the sample analyzed in this report determined that the average manufacturer retail sale price (MRSP) of BEVs is estimated to be approximately 106% more expensive up front than ICE vehicle counterparts.

That being said, in order to have a true understanding of the lifecycle costs of BEVs in comparison to ICE vehicles it is important to review the TCO of the vehicle over its lifetime (10 years). The details of the TCO analysis, including GHG emissions, maintenance and insurance cost comparison for the six case studies in this report are available in Appendix B. Key findings in this sample determined that the TCO ownership of BEVs was 5.8% more than their ICE vehicle counterparts. In addition, insurance costs were on average 1% less in BEVs than ICE vehicles. Of particular note is that in this study, maintenance costs were 66% less in BEVs than ICE vehicles. BEVs require less maintenance than traditional ICE vehicles, as some maintenance tasks (e.g., oil changes) are no longer required². As well average fuel costs for BEVs were 63% less than ICE vehicles. Of most importance, in relation to the recently completed GHG emissions inventory, the vehicles

² Partners in Project Green, 2015. Charge Up Ontario: A Guide for Businesses to Invest in Electric Vehicle Charging Stations. Vaughan, ON, Canada: Partners in Project Green. Retrieved from: https://www.partnersinprojectgreen.com/wp-content/uploads/2017/01/PPG_Charge-Up-Ontario_EVSE-Report-UPDATED-MARCH_1_2017.pdf

sampled in the analysis for this report determined that BEVs produce 94% less GHGs than ICE vehicles. This report provides a general comparison of BEVs with ICE vehicles; however, financial feasibility should be considered on a vehicle-by-vehicle basis.

Fleet Replacement Possibilities

As previously mentioned in this report, the majority of BEVs currently available on the market are either compact/sedans and/or crossover/SUVs as well as buses. There are larger vehicles that are becoming available; however, they are still extremely limited in terms of product availability and competition.

Currently, the City has a fleet of 316 vehicles (see Appendix D for the full list). The majority (116 vehicles or 37%) of vehicles are light class units (e.g., passenger cars). Excluding police units, the next largest fleet segment is transit. The transit fleet, which includes buses, Para buses as well as a small group of regular vehicles, is exploring a multi-year replacement strategy set to begin in 2022 that will address electrification as well as supporting charging infrastructure. Both police and transit fleet segments are eligible for electric fleet replacement and should be considered in future purchases.

To illustrate a possible replacement opportunity, the City Engineering Fleet, which is comprised of 11 vehicles, was reviewed to understand current costs in comparison with BEV estimate replacements. Please see Appendix E for a detailed understanding of data assumptions, methodology and calculations. Based on estimates from the data sourced for costs associated to the City's engineering fleet, an average of \$35,802 is currently spent on fuel annually, resulting in approximately 3,204 grams of carbon dioxide per kilometer (gCO_2/km). If this group of vehicles were converted to electric vehicles, fuel costs could decrease by an estimate of 68% or \$24,488, and emissions by 94% or 2,994.28 gCO_2/km . It is important to understand that these numbers are just an estimate; however, they do highlight the potential for GHG emission reduction by converting ICE vehicles.

Charging Infrastructure³

In addition to the cost of ZEVs, it is important to consider that the charging infrastructure requirements are different than regular ICE vehicles. Adequate charging infrastructure is an essential component of electric vehicle maintenance. Costs vary depending on the type of infrastructure selected, as well as whether the infrastructure is stand alone or networked. Currently there are three types of charging stations which vary from a slow charge to a fast charge. Infrastructure stations can also be used both for a workplace, and as a public charging facility, that can also act as a source of fee collection. Please see Appendix C for an overview of the currently available charging infrastructure types and cost estimates.

Financial Incentives

A financial incentive is currently available in Canada for acquiring a ZEV. The Zero-Emission Vehicles (iZEV) Program offers incentives up to \$5,000 for acquiring battery electric, hydrogen fuel cell, and longer-range plug-in hybrid vehicles. Shorter range plug-

³ Insights obtained through a phone conversation between Emily Cormier, Climate Change Coordinator and Stephen Wickens, Account Manager at ChargePoint on March 24, 2020.

in hybrid electric vehicles are also eligible for an incentive of \$2,500. Alternatively, businesses that seek to purchase a ZEV, are eligible for 100-per-cent tax write-off⁴.

In addition, there is a federal funding program available that supports the development of ZEV charging infrastructure. Please see Appendix C for further details on the funding.

Hydrogen

BEVs offer operational and maintenance cost savings as well as GHG emissions reduction. Product prices are gradually coming down due to increased technological advancements and product availability. Competition from other ZEVs, such as hydrogen fuel cell electric vehicles (FCEV) are also having an impact on the market, as FCEVs are being adopted by fleets as part of their GHG emissions reduction strategy. Hydrogen FCEV are an attractive fuel alternative as when burned, hydrogen produces only water and is carbon neutral if it is produced with renewable electricity. A report by Deloitte and Ballard, states that: “in less than 10 years, it will become cheaper to run a FCEV than it is to run a BEV or an ICE vehicle”⁵. Hydrogen can be used to fuel transportation, incorporated into gas networks, used as an industrial feedstock and used to produce energy⁶. A core advantage of FCEVs is that they lose less range in colder weather than BEVs which could be advantageous in Northern Ontario. This was proven in a study by the Center for Transportation and the Environment (CTE) in Atlanta, Georgia which determined that “if a temperature drops from 10 to 15°C to 0 to 5°C, the range of battery-electric bus loss is up to 37.8% and for the hydrogen powered buses, only by 23.1%”⁷. Hydrogen fuel cells are also lighter and estimates say they can be refilled in about 15-20 minutes which is less than the fastest BEV charge which takes an average of 30 minutes. It is important to note that currently, there are no hydrogen refueling stations in Ontario and the current cost of converting appliances in a 100% scenario is very high⁸. Infrastructure Funding is available under Canada’s Zero Emission Vehicle Infrastructure Program (see Appendix C for more details).

With regards to FCEV availability, research for this report completed in March and April 2020 determined that there are currently two light class FCEVs that are being developed for market release in 2021 including the Toyota Mirai and Hyundai Nexo⁹. Their average MRSP price is \$73,435 and they can reach a full charge in 5 minutes. As well, their average range is 500 km which is 107 km more than the average BEV. Buses are another opportunity for the use of FCEVs fueled by hydrogen and trials are currently underway in

⁴ Transport Canada. (2020). *Zero-emissions vehicles*. Retrieved from: <https://www.tc.gc.ca/en/services/road/innovative-technologies/zero-emission-vehicles.html>

⁵ Ballard & Deloitte. (2020). *Fueling the Future of Mobility Hydrogen and fuel cell solutions for transportation*. Retrieved from: <https://info.ballard.com/hubfs/Other%20Reports/Deloitte%20Volume%201%20Powering%20the%20Future%20of%20Mobility.pdf?hsCtaTracking=5de5914f-7cb0-42a5-b9d0-8248b33f03ae%7Ccc91e1e5-d73e-4bea-b2a0-82c826394bf3>

⁶ KPMG. (2019). *Hydrogen Communities – Assessment for suitability of communities for conversion to hydrogen*. Retrieved from: <https://arena.gov.au/assets/2019/10/hydrogen-communities.pdf>

⁷ FuelCellsWorks. (2020). *Study by Center for Transportation and the Environment (CTE): Cold Weather Effects Range Loss in Winter and the Fuel Cell Beats the Battery*. Retrieved from: <https://fuelcellworks.com/news/study-by-cte-cold-weather-effects-range-loss-in-winter-fuel-cell-beats-battery/>

⁸ KPMG. (2019). *Hydrogen Communities – Assessment for suitability of communities for conversion to hydrogen*. Retrieved from: <https://arena.gov.au/assets/2019/10/hydrogen-communities.pdf>

⁹ Insights retrieved from manufacturer websites: Toyota. (2020). *Mirai*. Retrieved from: <https://www.toyota.ca/toyota/en/safety-innovation/hydrogen-fuel-cell-mirai#> and Hyundai. (2020). *Nexo*. Retrieved from <https://www.hyundaicanada.com/en/vehicles/2019-nexo>

Canada to encourage municipal adoption¹⁰. The range attributes of FCEVs make them attractive in comparison to BEVs; however, current product availability is extremely limited and is costly, with a TCO that is 30% more than BEVs¹¹. When considering hydrogen as a low emission fuel, a multifaceted usage function increases project viability (e.g., using it as a feedstock for industry and also a fuel for transportation)¹². As competition and infrastructure availability increase, FCEVs are another ZEV segment opportunity that can be considered in City fleet replacement.

Next Steps

ZEVs, in particular BEVs, are a low carbon option that should be considered when replacing a vehicle in the City fleet. Not only will they reduce emissions, but they also result in long term operations and maintenance cost savings.

In order to better understand current corporate operating and maintenance costs, it is advised that a thorough inventory of all fleet and equipment be completed to understand current vehicle class breakdown. In addition, the regular tracking of each vehicle's mileage, fuel, operation and maintenance costs would allow for more accurate comparison. The City completed a Green Fleet Plan in 2011, and in 2020, the Department of Public Works engaged a consultant to conduct a Fleet Services Review. The study will assess the integration of zero emission vehicles into their fleet, and these insights could be leveraged to other departments. Lastly, it is recommended that the current vehicle purchase procedure consider incorporating the comparative analysis of ZEVs including lifecycle cost, energy use costs and carbon emissions for new fleet purchases. The City's recently completed GHG Reduction Plan, also recommends the pursuit of transportation electrification opportunities (e.g., electric vehicles, alternative energy vehicles, and buses). Transit electrification aligns with the Federal Government mandate that all federally financed bus purchases will be zero emissions in 2023¹³.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report.

STRATEGIC PLAN / POLICY IMPACT

The City Corporate Strategic Plan outlines environmental stewardship as a value to ensure that we use resources wisely to maintain and create a sustainable city for future generations. The plan also identifies infrastructure and quality of life as strategic focus areas. Furthermore, the FutureSSM community development strategy also includes Environmental Sustainability as one of the four pillars of community development.

¹⁰ Canadian Urban Transit Research & Innovation Consortium. (n.d.). *Pan-Canadian Hydrogen Fuel Cell Electric Vehicle Demonstration & Integration Trial: Phase 1*. Retrieved from: <https://cutric-crituc.org/project/pan-canadian-hydrogen-fuel-cell-vehicle-demonstration-integration-trial/>

¹¹ Ballard & Deloitte. (2020). *Fueling the Future of Mobility Hydrogen and fuel cell solutions for transportation*. Retrieved from: <https://info.ballard.com/hubfs/Other%20Reports/Deloitte%20Volume%201%20Powering%20the%20Future%20of%20Mobility.pdf?hsCtaTracking=5de5914f-7cb0-42a5-b9d0-8248b33f03ae%7Ccc91e1e5-d73e-4bea-b2a0-82c826394bf3>

¹² Council of Australian Governments (COAG). 2019. *Australia's National Hydrogen Strategy*. Retrieved from: <https://www.industry.gov.au/sites/default/files/2019-11/australias-national-hydrogen-strategy.pdf>

¹³ Office of the Prime Minister. (2019). *Minister of Infrastructure and Communities Mandate Letter*. Retrieved from: <https://pm.gc.ca/en/mandate-letters/2019/12/13/minister-infrastructure-and-communities-mandate-letter>

In addition, the reduction of GHGs aligns with the recently approved *Sault Ste. Marie Community GHG reduction Plan: 2020 – 2030*, which recommends the pursuit of transportation electrification opportunities.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of Emily Cormier, Climate Change Coordinator dated February 22, 2021 titled Cost Analysis of Purchasing Electric Vehicles Report be received as information.

Respectfully submitted,



Travis Anderson
Director Tourism & Community
705.989.7915
t.anderson@cityssm.on.ca

Appendices: Cost Analysis of Purchasing Electric Vehicles

Prepared by: FutureSSM, Community Development & Enterprise Services

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List of Acronyms

BEV – Battery Electric Vehicle
CO₂ – carbon dioxide
CTE – Center for Transportation and the Environment
EV – Electric Vehicle
FCEV – fuel cell electric vehicle
FCEV = fuel cell electric vehicle
GHG – greenhouse gas
ICE – internal combustion engine
iZEV – Zero-Emission Vehicle Program
KG – kilogram of CO₂
KM – kilometre
kWh – kilowatt hour
MRSP – manufacturer retail sales price
NRCan – Natural Resources Canada
PHEV - Plug-in hybrid electric vehicle
SUV – sports utility vehicle
TCO – total cost of ownership
ZEV – Zero emission vehicle

Appendix A – Vehicle Comparison – Battery Electric Vehicle (BEV) and Conventional Internal Combustion Engine (ICE) Models

In May 2020, there were 35 battery electric vehicles (BEVs) for sale in Canada. Of these, 16 are eligible for the Federal Government Incentive for Zero-Emission Vehicles (iZEV) program which offers a rebate on specific zero-emission vehicles. For the purpose of this study, a sample of six BEVs and six of their internal combustion engine (ICE) vehicle counterparts were selected to determine what the upfront cost increase of EVs. The vehicles were selected based on whether they qualified for the iZEV subsidy and also 2020 availability with standard features. The table below highlights the BEV and ICE sample vehicles used in this analysis.

Table 1: Analysis Vehicles Sample List

BEV	ICE
Hyundai IONIQ Electric	Hyundai Elantra
Hyundai Kona EV	Hyundai Kona
Chevrolet Bolt	Chevrolet Trax
Kia Soul EV	Kia Soul ICE
Nissan Leaf	Nissan Sentra
Volkswagen E-Golf	Volkswagen Golf

The following six tables (Table 2 to Table 7) summarize the data sets of 6 case studies that compared costs and emissions associated to BEVs to their ICE vehicle equivalent. Comparative variables include: manufacturer retail sales price (MRSP), insurance costs, maintenance costs, fuel costs, grams of carbon dioxide per kilometer (CO₂/km) and Total cost of Ownership (TCO). For a more in-depth analysis of each of the case studies, please see Appendix B.

Table 2: BEV and ICE Vehicle MRSP¹ Comparison

EV	MRSP	ICE	MRSP
Hyundai IONIQ EV	\$41,499.00	Hyundai Elantra	\$17,149.00
Hyundai Kona EV	\$44,999.00	Hyundai Kona	\$21,249.00
Chevrolet Bolt	\$44,998.00	Chevrolet Trax	\$21,898.00
Kia Soul EV	\$42,595.00	Kia Soul	\$21,195.00
Nissan Leaf	\$44,298.00	Nissan Sentra	\$18,798.00
Volkswagen E-Golf	\$37,895.00	Volkswagen Golf	\$24,400.00
Average	\$42,714.00	Average	\$20,781.50

Insight: Based on the twelve vehicles in this analysis, the MRSP of BEVs is 106% more than ICE vehicles.

¹ Vehicle MRSP pricing information was obtained from each company's website in April 2020. Local dealers may provide alternate pricing for single or multiple vehicles purchases and could impact the results of this analysis.

Table 3: BEV and ICE Vehicle Insurance Cost² Comparison

EV	Annual Insurance Cost	ICE	Annual Insurance Cost
Hyundai IONIQ EV	\$2,218.14	Hyundai Elantra	\$2,239.34
Hyundai Kona EV	\$2,363.04	Hyundai Kona	\$2,037.73
Chevrolet Bolt	\$1,747.75	Chevrolet Trax	\$1,885.48
Kia Soul EV	\$1,916.73	Kia Soul	\$1,973.45
Nissan Leaf	\$1,896.71	Nissan Sentra	\$2,303.31
Volkswagen E-Golf	\$2,087.39	Volkswagen Golf	\$1,867.24
Average	\$2,038.29	Average	\$2,051.09

Insight: ICE vehicle insurance costs on average cost 1% more than BEVs used in this analysis.

Table 4: BEV and ICE Vehicle Maintenance Cost³ Comparison

EV	Annual Maintenance Costs	ICE	Annual Maintenance Costs
Hyundai IONIQ EV	\$777.80	Hyundai Elantra	\$1,176.16
Hyundai Kona EV	\$613.04	Hyundai Kona	\$1,233.81
Chevrolet Bolt	\$885.86	Chevrolet Trax	\$1,425.11
Kia Soul EV	\$626.04	Kia Soul	\$1,169.17
Nissan Leaf	\$638.82	Nissan Sentra	\$1,010.32
Volkswagen E-Golf	\$669.94	Volkswagen Golf	\$921.10
Average	\$701.92	Average	\$1,155.95

Insight: ICE vehicle average maintenance cost 39% more than BEVs based on the vehicles in this sample.

Table 5: BEV and ICE Fuel Cost⁴ Comparison

BEV Annual Fuel Cost Average		ICE Fuel Cost Average	
Kms/Yr	20,000	Kms/Yr	20,000
Cost / Km	\$0.03	Cost / km	\$0.09
Total Cost	\$600.00	Total Cost	\$1,747.20

Insight: Based on an average annual travelling distance of 20,000 km and an average rate of \$0.03 / km for BEVs and 8.4 fuel mileage (L/100km) with a fuel cost of \$1.04 per litre per 2021 budgeted fuel price per litre equating to \$0.09 for ICE vehicles, average annual BEVs cost 66% less for fuel than ICE vehicles.

² Annual insurance cost estimate obtained from CAA Car Costs Calculator: <https://carcosts.caa.ca/>.

³ Annual maintenance cost estimate obtained from CAA Car Costs Calculator: <https://carcosts.caa.ca/>.

⁴ BEV cost 2 to 3 cent/km (at 13 cent / kWh), compared to a typical 4-cylinder gasoline vehicle at 9 cent/km (at \$1.04/L). Retrieved from: <https://www.nrcan.gc.ca/energy/efficiency/energy-efficiency-transportation-and-alternative-fuels/choosing-right-vehicle/buying-electric-vehicle/21034>

Table 6: BEV and ICE GHGs⁵ Comparison

EV	Grams of Carbon Dioxide (gCO ₂) / km	ICE	Annual Kilograms (kg) of CO ₂
Hyundai IONIQ EV	233.6	Hyundai Elantra	4,185.6
Hyundai Kona EV	262.8	Hyundai Kona	4,231.6
Chevrolet Bolt	277.4	Chevrolet Trax	4,599.6
Kia Soul EV	277.4	Kia Soul	3,955.6
Nissan Leaf	291.8	Nissan Sentra	4,323.6
Volkswagen E-Golf	281.4	Volkswagen Golf	3,863.6
Average	270.73	Average	4,193.27

Insight: BEVs produce approximately 94% less emissions than ICE vehicles

Table 7: BEV and ICE Total Cost of Ownership Comparison

EV	TCO	ICE	TCO	Δ
Hyundai IONIQ EV	\$78,343.27	Hyundai Elantra	\$69,684.07	-11
Hyundai Kona EV	\$83,692.57	Hyundai Kona	\$74,767.37	-11
Chevrolet Bolt	\$77,479.84	Chevrolet Trax	\$73,908.24	-5
Kia Soul EV	\$75,897.15	Kia Soul	\$73,735.35	-3
Nissan Leaf	\$77,338.24	Nissan Sentra	\$72,525.34	-6
Volkswagen E-Golf	\$71,673.85	Volkswagen Golf	\$72,727.50	1
Average	\$77,404.15	Average	\$72,891.31	-5.8%

Insight: Based on the vehicles selected for this analysis, the TCO of ICE vehicles is 5.8% less than BEVs.

⁵ Government of Canada. (2020). Fuel consumption ratings search tool. Retrieved from: <https://fcr-ccc.nrcan-rncan.gc.ca/en>

Appendix B: Battery Electric Vehicle (BEV) and Conventional Internal Combustion Engine (ICE) Models Case Studies

The analysis in the six case studies below is based on a worksheet provided to author of this report by ChargePoint, an EV charging infrastructure company⁶. Data input assumptions and methodology details are outlined in the bullets below.

- Vehicle MRSP pricing information was obtained from each company's website. Local dealers may provide alternate pricing for single or multiple vehicles purchases and could impact the results of this analysis.
- Total cost of ownership calculations assumed that the City would own the vehicles for 10 years or more, so no resale price was included.
- BEV cost 2 to 3 cents / km (at 13 cents / kWh), compared to a typical 4-cylinder gasoline vehicle at 7 to 8 cent / km (at \$1.00/L). Retrieved from: <https://www.nrcan.gc.ca/energy/efficiency/energy-efficiency-transportation-and-alternative-fuels/choosing-right-vehicle/buying-electric-vehicle/21034>
- An average of 20,000 km per year driving over the 10-year life of the vehicle (200,000 km)
- Assumed vehicles would be paid for up front so estimate did not consider any borrowed financing amount, monthly interest rate, loan duration or intermediate and total interest cost.
- Insurance cost estimate obtained from CAA Car Costs Calculator: <https://carcosts.caa.ca/>. Cost is over the 10-year life of the vehicle.
- Maintenance cost estimate obtained from CAA Car Costs Calculator: <https://carcosts.caa.ca/>. Cost is over the 10-year life of the vehicle
- Standard subsidy for BEVs under Natural Resources Canada's (NRCans) incentive for zero emission vehicles (iZEV). Note businesses may be eligible for a tax write-off instead
- Fuel costs were calculated by multiplying total distance driven by fuel costs
- Total Cost of Ownership was calculated by adding: depreciation, total fuel cost, insurance cost, maintenance cost, sales tax less the subsidy.
- Grams of carbon dioxide per kilometre (gCO₂ / km) was sourced by vehicle was obtained from: Government of Canada. (2020). *Fuel consumption ratings search tool*. Retrieved from: <https://fcr-ccc.nrcan-rncan.gc.ca/en>

Case Study 1: Hyundai IONIQ Electric vs. Hyundai Elantra

	Hyundai IONIQ Electronic	Hyundai Elantra (ICE)
Inputs		
Purchase Price (MRSP)	\$41,499	\$17,149
Resale Price	\$0.00	\$0.00
Fuel Cost per unit of distance	\$0.03	\$0.08
Total distance driven (km)	200,000 km	200,000 km
Insurance Cost	\$22,381.80	\$22,712.30
Maintenance and Repair Costs	\$7,347.60	\$10,933.40

6 Electric Vehicle Total Cost of Ownership Analysis Worksheet - (c) Dr. Tom Lombardo.
Licensed for non-commercial use by Creative Commons BY-NC-SA license
<https://creativecommons.org/licenses/by-nc-sa/3.0/> Based on Jens Hagman, Sofia Ritzén, Jenny Janhager Stier, Yusak Susilo, Total cost of ownership and its potential implications for battery electric vehicle diffusion, In Research in Transportation Business & Management, Volume 18, 2016, Pages 11-17, ISSN 2210-5395, <https://doi.org/10.1016/j.rtbm.2016.01.003>.
(<http://www.sciencedirect.com/science/article/pii/S2210539516000043>)

Sales Tax	\$5,394.87	\$2,229.37
Subsidies	\$5,000	\$0
Calculations		
Depreciation	\$41,499.00	\$17,149.00
Total Fuel Cost	\$6,720.00	\$16,660.00
Total Cost of Ownership (TCO)	\$78,343.27	\$69,684.07
Insight		
The TCO of a Hyundai Elantra is 11% less than a Hyundai IONIQ EV.		-11%
GHG Emissions		
gCO ₂ / km (10-year lifecycle)	2,336.00	41,856.00
Annual gCO ₂ / km	233.60	4,185.60

Case Study 2: Hyundai Kona Electric vs. Hyundai Kona ICE

	Hyundai Kona Electronic	Hyundai Kona (ICE)
Inputs		
Purchase Price (MRSP)	\$44,999.00	\$21,249.00
Resale Price	\$0.00	\$0.00
Fuel Cost per unit of distance	\$0.03	\$0.08
Total distance driven (km)	200,000 km	200,000 km
Insurance Cost	\$24,340.90	\$21,184.40
Maintenance and Repair Costs	\$6,782.80	\$12,911.60
Sales Tax	\$5,849.87	\$2,762.37
Subsidies	\$5,000	\$0.00
Calculations		
Depreciation	\$44,499.00	\$21,249.00
Total Fuel Cost	\$6,720.00	\$16,660.00
Total Cost of Ownership (TCO)	\$78,343.27	\$69,684.07
Insight		
The TCO of a Hyundai Kona ICE is 11% less than a Hyundai iKona EV.		-11%
GHG Emissions		
gCO ₂ / km (10-year lifecycle)	2,628.00	42,316.00
Annual gCO ₂ / km	262.80	4,231.60

Case Study 3: Chevrolet Bolt EV vs. Chevrolet Trax ICE

	Chevrolet Bolt EV	Chevrolet Trax ICE
Inputs		
Purchase Price (MRSP)	\$44,998.00	\$21,898.00
Resale Price	\$0.00	\$0.00
Fuel Cost per unit of distance	\$0.03	\$0.08
Total distance driven (km)	200,000 km	200,000 km

Insurance Cost	\$19,428.70	\$19,658.50
Maintenance and Repair Costs	\$8,203.40	\$12,845.00
Sales Tax	\$5,849.74	\$2,846.74
Subsidies	\$5,000	\$0
Calculations		
Depreciation	\$44,998.00	\$21,898.00
Total Fuel Cost	\$4,000.00	\$16,660.00
Total Cost of Ownership (TCO)	\$77,479.84	\$73,908.24
Insight		
The TCO of a Chevrolet Trax is 5% less than a Chevrolet Bolt EV		-5%
GHG Emissions		
gCO ₂ / km (10-year lifecycle)	2,774	45,996
Annual gCO ₂ / km	277.40	4,599.60

Case Study 4: Kia Soul EV vs. Kia Soul ICE

	Kia Soul EV	Kia Soul (ICE)
Inputs		
Purchase Price (MRSP)	\$42,595.00	\$21,195.00
Resale Price	\$0.00	\$0.00
Fuel Cost per unit of distance	\$0.03	\$0.08
Total distance driven (km)	200,000 km	200,000 km
Insurance Cost	\$19,821.60	\$20,349.90
Maintenance and Repair Costs	\$6,223.20	\$12,775.10
Sales Tax	\$5,537.35	\$2,755.35
Subsidies	\$5,000	\$0
Calculations		
Depreciation	\$42,595.00	\$21,195.00
Total Fuel Cost	\$6,720.00	\$16,660.00
Total Cost of Ownership (TCO)	\$75,897.15	\$73,735.35
Insights		
The TCO of a Kia Soul ICE is 3% less than a Kia Soul EV.		-3%
GHG Emissions		
gCO ₂ / km (10-year lifecycle)	2,774	39,556
Annual gCO ₂ / km	277.40	3,955.60

Case Study 5: Nissan Leaf EV vs Nissan Sentra

	Nissan Leaf (EV)	Nissan Sentra
Inputs		
Purchase Price (MRSP)	\$44,298.00	\$18,798.00
Resale Price	\$0.00	\$0.00

Fuel Cost per unit of distance	\$0.03	\$0.08
Total distance driven	200,000	200,000
Insurance Cost	\$19,202.60	\$23,818.50
Maintenance and Repair Costs	\$6,358.90	\$10,805.10
Sales Tax	\$5,758.74	\$2,443.74
Subsidies	\$5,000	\$0
Calculations		
Depreciation	\$44,298.00	\$18,798.00
Total Fuel Cost	\$6,720.00	\$16,660.00
Total Cost of Ownership (TCO)	\$77,338.24	\$72,525.34
Insight		
The TCO of a Nissan Santra is 6% less than a Nissan Leaf EV.		-6%
GHG Emissions		
gCO ₂ / km (10-year lifecycle)	2,774	39,556
Annual gCO ₂ / km	277.40	3,955.60

Case Study 6: Volkswagen E-Golf vs. Volkswagen Golf

	Volkswagen E-Golf EV	Volkswagen Golf ICE
Inputs		
Purchase Price (MRSP)	\$37,895.00	\$24,400.00
Resale Price	\$0.00	\$0.00
Fuel Cost per unit of distance	\$0.03	\$0.08
Total distance driven (km)	200,000 km	200,000 km
Insurance Cost	\$21,258.50	\$19,430.90
Maintenance and Repair Costs	\$5,874.00	\$9,064.60
Sales Tax	\$4,926.35	\$3,172.00
Subsidies	\$5,000	\$0
Calculations		
Depreciation	\$37,895.00	\$24,400.00
Total Fuel Cost	\$6,720.00	\$16,660.00
Total Cost of Ownership (TCO)	\$71,673.85	\$72,727.50
Insight		
The TCO of a Volkswagen Golf (ICE) is 1% more than a Volkswagen E-Golf (EV).		1%
GHG Emissions		
gCO ₂ / km (10-year lifecycle)	2,774	39,556
Annual Grams of CO ₂ /km	277.40	3,955.60

Appendix C: Infrastructure Cost Estimate⁷

Currently there are three types of electric vehicle charging station infrastructure. They vary in time required to charge and cost and are outlined below.

- **Level 1:** (120v) are essentially a specialized power cord that uses a standard household outlet and cost around \$400 - \$1,250. They take the longest amount of time to charge, generally 8 hours.
- **Level 2:** (220v or 240v) cost around \$2,500 - \$4,000. These stations are commonly seen at public locations such as workplaces, parking lots and grocery stores. Typically, 4 hours to charge
- **Level 3 / DC Fast Charger:** cost around \$30,000 - \$50,000 and are currently the fastest form of EV charging available, providing a full charge in about 30 minutes. Mainly used in commercial applications

It is important to note that actual cost should be explored in more detail in line with the City's purchasing policies. As well, these costs do not take into consideration installation and maintenance costs.

Infrastructure Funding

Natural Resources Canada (NRCan) is in the process of reviewing Requests for Proposals (RFP) for third-party delivery of its Zero Emission Vehicle Infrastructure Program (ZEVIP). Under this program, NRCan will fund up "fifty percent of total project costs to a maximum of five million dollars per project" and "require a minimum of 20 chargers per application". For the RFP targeting third party delivery, the maximum contribution per project for Delivery Organizations is two million dollars. Applications from ultimate recipients to delivery organizations will be limited to less than \$100,000. NRCan will target having funding decisions by March 2021. The table below outlines the funding parameters⁸:

Table 8: Zero Emission Vehicle Infrastructure Program Funding Types

Type of Infrastructure	Output	Maximum Funding
Level 2 (208 / 240 V) connectors*	3.3kW to 19.2kW	Up to 50% of total project costs, to a maximum of \$5,000 per connector
Fast charger	20kW to 49kW	Up to 50% of total project costs, to a maximum of \$15,000 per connector
Fast charger	50kW and above	Up to 50% of total project costs, to a maximum of \$50,000 per connector
Hydrogen refuelling station	Dispensing at 700 bar minimum	Up to 50% of total project costs, to a maximum of \$1,000,000 per connector

⁷ Partners in Project Green, 2015. Charge Up Ontario: A Guide for Businesses to Invest in Electric Vehicle Charging Stations. Vaughan, ON, Canada: Partners in Project Green. Retrieved from: https://www.partnersinprojectgreen.com/wp-content/uploads/2017/01/PPG_Charge-Up-Ontario_EVSE-Report-UPDATED-MARCH_1_2017.pdf

⁸ Government of Canada. (2020). Zero Emission Vehicle Infrastructure Program. Retrieved from : <https://www.nrcan.gc.ca/energy-efficiency/energy-efficiency-transportation/zero-emission-vehicle-infrastructure-program/21876>

Appendix D: City of Sault Ste. Marie Vehicle Fleet⁹

Line No.	Year	Description	# of Vehicles
1	2011	Ambulances	12
2	2003	Fire Trucks	10
3	2011	Fire Department Units (Owned)	14
4	2008	Fire Department Units (Leased)	2
5	2007	Police Units (Owned)	8
6	2013	Police Units (Leased)	47
7	2008	Police Motorcycle (Leased)	1
8	2013	Police Motorcycles (Owned)	1
9	2009	Heavy Class Units (e.g. ¾ ton pickup)	12
10	2007	Light Class Units (e.g. private passenger car)	116
11	2009	Winter Road Maintenance Trucks	24
12	2010	Garbage Trucks	7
13	2002	ATV's	4
14	2009	Snowmobiles	2
15	2010	Para Bus Transit	16
16	2008	Transit Buses	32
17	2009	Sewer Flusher/Vacuum Trucks	5
18	2014	Street Cleaners	3
Avg Year.	2008	Total	316

⁹ Fleet composition does not include non-fuel powered units such as trailers.

Appendix E: Engineering Fleet Cost Review

Make and Model	Chevrolet Express 1500 Passenger Van	GMC Sierra V8 4.8L 4 wheel drive (extended cab)	Ford F150 V8, 4.8L, 2 wheel drive (extended cab)	Toyota Corolla 4dr SDN Auto LE	Chevrolet Cruze L5 Sedan Automatic	Dodge Charger, 4 door passenger	Ford F150 Club Cab XL 2 wheel drive	Ford E-450 Super Box Van	Chevy Express 2500 Passenger Van 3/4 ton	Toyota Corolla Sedan CE 4A	GMC Sierra 1500 Transfer	Average	Total
Year	2013	2011	2004	2008	2012	2010	2018	2006	2008	2012	2013		
Annual Kilometres (1)	23,065	45,865	45,573	23,371	22,787	32,427	27,753	45,865	47,326	22,787	40,315	34,285	411,417
Fuel Type	Gasoline	Gasoline	Gasoline	Gasoline	Gasoline	Gasoline	Gasoline	Gasoline	Gasoline	Gasoline	Gasoline	N/A	N/A
Fuel Economy (L/100 km)	18.6	17.7	17.6	9.1	9.1	12.8	10.8	17.6	18.1	8.6	16	14	N/A
Annual Fuel Consumption (L)	3,730.43	3,549.57	3,526.96	1,808.70	1,763.48	2,509.57	2,147.83	3,549.57	3,662.61	1,763.48	3,120.00	2,830	31,132.17
CO2 (g/km)	380	361	359	184	179	255	256	361	373	179	317	291	3,204.00
Annual Cost of Fuel	\$4,290	\$4,082	\$4,056	\$2,080	\$2,028	\$2,886	\$2,470	\$4,082	\$4,212	\$2,028	\$3,588	\$3,255	\$35,802
EV Alternative Estimates													
Annual Fuel Cost for EV Equivalent	\$692	\$1,376	\$1,367	\$701	\$684	\$973	\$ 833	\$1,376	\$1,420	\$684	\$1,209	\$1,029	\$11,314
Annual GHG Savings (grams / km of CO ₂)	22.8	21.7	21.5	11.0	10.7	15.3	15.4	21.7	22.4	10.7	19.0	17.5	209.7
Annual Fuel Savings	84%	66%	66%	66%	66%	66%	66%	66%	66%	66%	66%	68%	N/A

Insight: Based on estimates from the data sourced from Federal Fuel Consumption ratings from Natural Resources Canada, for costs associated to the City's engineering fleet, they currently spend approximately \$35,802 on fuel resulting in approximately 3,204 grams of CO₂ km. If they were to convert this fleet to electric vehicles, they could reduce their fuel costs by 68% (\$24,488) and emissions by 94% or (2,994.28 gCO₂/km).

The data for this cost analysis review was based on a variety of data input assumptions and estimates. The methodology details are outlined in the bullets below.

- Engineering fleet vehicle make and model were provided to the author of this report by Ron Caputo, Engineering Tech IV from the City of Sault Ste. Marie. This data was then input into the Natural Resources Canada Fuel Consumption Ratings Tool to

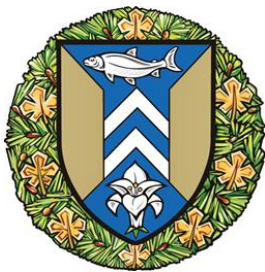
determine fuel economy, annual fuel costs and, GHG emissions which were used as the base to create further estimates and assumptions about this data for the purpose of this analysis in comparison to EVs¹⁰

- Annual kilometers were calculated by dividing annual cost of fuel by vehicle fuel economy and multiplying it by 100. Vehicle fuel economy was obtained from Natural Resources Canada Fuel Consumption Ratings Tool: <https://fcr-ccc.nrcan-rncan.gc.ca/en>
- Fuel economy (L/100 km), Annual Fuel Costs and CO₂ (grams / km) were retrieved from Natural Resources Canada. (2020). Fuel Consumption ratings search tool. Retrieved from: <https://fcr-ccc.nrcan-rncan.gc.ca/en>
- Annual fuel consumption was calculated by dividing annual fuel costs by \$1.15 (average cost of gasoline in Ontario in 2017).
- CO₂ (grams / km) for Current Vehicle was obtained from Natural Resources Canada Fuel Consumption Ratings Tool: <https://fcr-ccc.nrcan-rncan.gc.ca/en>
- Annual Cost of Fuel obtained from Natural Resources Canada Fuel Consumption Ratings Tool: <https://fcr-ccc.nrcan-rncan.gc.ca/en>

Electric Vehicle Comparison

- Annual fuel cost for EV equivalent was determined by multiplying annual kilometres by \$0.03 (BEV cost / km based on \$0.13/kWh).
<https://www.nrcan.gc.ca/energy/efficiency/energy-efficiency-transportation-and-alternative-fuels/choosing-right-vehicle/buying-electric-vehicle/21034>
- Annual GHG savings was determined by taking the current assets CO₂ and multiplying it by 94% (average GHG savings from an EV) and subtracting this was from the current CO₂.
- Annual fuel savings was determined by subtracting EV fuel costs from ICE vehicle costs and dividing them by ICE vehicle costs.

¹⁰ Source: Government of Canada. (2020). *Fuel consumption ratings search tool*. Retrieved from: <https://fcr-ccc.nrcan-rncan.gc.ca/en>



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

COUNCIL REPORT

February 22, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jeffrey King, Solicitor/Prosecutor
DEPARTMENT: Legal Department
RE: Sault Cycling Club – Land Use Agreement – Finn Hill

PURPOSE

The purpose of this report is to request City Council's approval to enter into an agreement with the Sault Cycling Club (hereinafter: the "Club") for the creation, maintenance, and use of City property know as Finn Hill for mountain biking.

BACKGROUND

On December 10, 2018, City Council passed the following resolution:

Whereas the Sault Cycling Club has developed a proposal for an Active Trail Network, a series of sustainable biking trails that connect to John Rowswell Hub Trail which trail system would largely be on City property; and

Whereas such a trail system would be a great addition to the John Rowswell Hub Trail Council, encourage activity and recreation within the community and be a tourism asset; and

Whereas Council requires an assessment of the costs relating to the development and maintenance of such a trail system before it can make a decision on proceeding with its development;

Now Therefore Be It Resolved that Council directs staff to consider the proposal developed by the Sault Cycling Club, assess the direct and indirect costs related thereto and report back to Council on said costs, project feasibility and any recommendations staff may have as to whether and how to proceed with the project.

Further to the above resolution, the Solicitor/Prosecutor provided an information report to Council that set out any direct and indirect costs to the City created by way of allowing the Club to pursue the proposal under a land use agreement. The report of the Solicitor/Prosecutor dated February 3, 2020 was received and city staff was directed to negotiate an agreement with the Sault Cycling Club to action the first stage of their proposal, being a three (3) kilometre natural surface trail on City Property located in the Fill Hill area, at nominal costs to the City.

ANALYSIS

Legal staff, with the assistance of Future SSM staff, started negotiations with the Club shortly after receiving the instructions from Council.

The backbone of the first draft agreement provided to the Club utilized a structure applied by the Municipality of Bracebridge, wherein a similar proposal came to fruition on lands used by a local cycling club and leased by the Municipality of Bracebridge.

Following the first draft prepared by city staff for the Club's consideration, it became apparent that much work would be needed before a meeting of the minds between the parties would occur. Discussions between city staff and the Club went back and forth, as did various draft agreements, this spanned mid-march until mid-summer of 2020, at which time an agreement in principle was reached.

In reaching agreeable terms, city staff conceded on various proposed aspects to make the agreement more palatable for the Club and to better align with the resources the Club can allocate to the proposal. Such items considered were:

- The amount of insurance to be provided, insurance acquisition and maintaining it in good order;
- Navigating the Club's concerns of personal exposure to members and volunteers;
- The Club's financial ability to complete the proposal;
- Managing winter closures/maintenance;
- The type of equipment to be used in constructing the trail and by whom; and,
- The Club providing the signage as oppose to arborist inspections and that the City add the arborist inspections to its already scheduled list. This consideration realized further cost savings to the City with the initial quote for the signage being \$12,000.00. It also allowed the Club to maintain consistent signage on current and future projects;

During acceptance and discussion of the above items, city staff ensured that the City would be protected from exposure if something were to occur by reason of the Club use of the City property. These safeguards are insurance requirements that support the high risk nature of the proposed use, favorable indemnity language for the City, and attention to details within the proposal to ensure that the Club and the City have a clear understanding of there respective responsibilities.

The Agreement can be summarized as:

- The construction of the trail system to be completed by the Club at its expense and in accordance with applicable standards and requirement set out in the agreement;
- The maintenance of the trail system to be done by the Club and at a minimum by which the applicable standards and agreement require. This includes proper record keeping and training for the volunteers;
- Setting out the appropriate uses for the land and those the Club is recognized for, including the continued rights of the City to the land; and,

- Detailed indemnity and insurance requirements that speak to the allocation of liability and are support by appropriate amounts.

The final piece of the puzzle and an important consideration in moving forward with the proposal and supporting agreement was to ensure that abutting land owners had the opportunity to express opinions regarding the proposal, but also to confirm acceptance that this use would take place in their backyards. The Club, despite Covid-19, was able to conduct a virtual open-house in November of 2020. We understand that the proposal did not receive objection by those in attendance.

The proposal represents the first time such a use would be sanctioned on City property in Sault Ste. Marie. City staff are pleased with the agreement created and it can easily be modified should the Club approach the City with a similar proposal for different City owned land in the future. The Club continues to raise funds and acquire resources to launch the three (3) kilometer Finn Hill proposal forward and hopes to break ground soon.

FINANCIAL IMPLICATIONS

No substantial financial impact is involved with the approval of the agreement. The City's exposure is mitigated by way of the language within the agreement. The arborist inspection costs will be minimal and within the current budget.

STRATEGIC PLAN / POLICY IMPACT

This agreement supports the Quality of Life element of the City's Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

This report be received as information and that the agreement between the City and the Sault Cycling Club be approved. By-law 2021-44 authorizing the execution of the agreement between the City and the Sault Ste. Marie Cycling Club appears elsewhere on the Agenda and is recommended for approval.

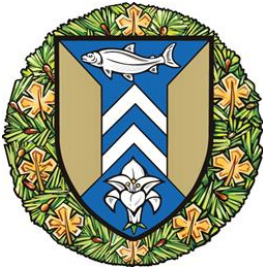
Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor
705.759.2662

j.king3@city.ssm.on.ca

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\SSM Cycling Club - Finn Hill Land Use Agreement OPEN.docx



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

COUNCIL REPORT

February 22, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Property Declared Surplus – 352 Northland Road

Purpose

The purpose of this report is to recommend to Council that the property described as PIN 31572-0139 (LT) LT 87 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249; PT 14 1R5203; S/T T234595; SAULT STE. MARIE, being civic 352 Northland Road be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

ATTACHMENT

Attached as Schedule "A" is a map of the Subject Property.

Background

The Legal Department received a request from the Public Works and Engineering Services Department to ascertain if 352 Northland Road would be declared surplus. The request was circulated to various City Departments, the District of Sault Ste. Marie Social Services Administration Board ("DSSMSSAB"), and the Sault Ste. Marie Conservation Authority ("SSMRCA") for comment.

The Public Works & Engineering Services Department strongly supports the sale of this property.

The Engineering Department has no objections.

The Planning Department supports the sale but notes that rezoning may be necessary depending on use of property.

The Building Department has no objections.

The SSMRCA noted that any development will require a site plan review and may require a permit.

The Community Development & Enterprise Services Department had no comments.

The DSSMSSAB notes that this could have potential for affordable homes.

Analysis

If Council declares the property surplus, the property will be advertised once in the Sault Star and also appear on the City's web page.

Financial Implications

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the property it may be assessable depending upon its ultimate use.

Strategic Plan / Policy Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

Authorize that the City owned property described as PIN 31572-0139 (LT) LT 87 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249; PT 14 1R5203; S/T T234595; SAULT STE. MARIE, being civic 352 Northland Road be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land.

By-law 2021-47 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



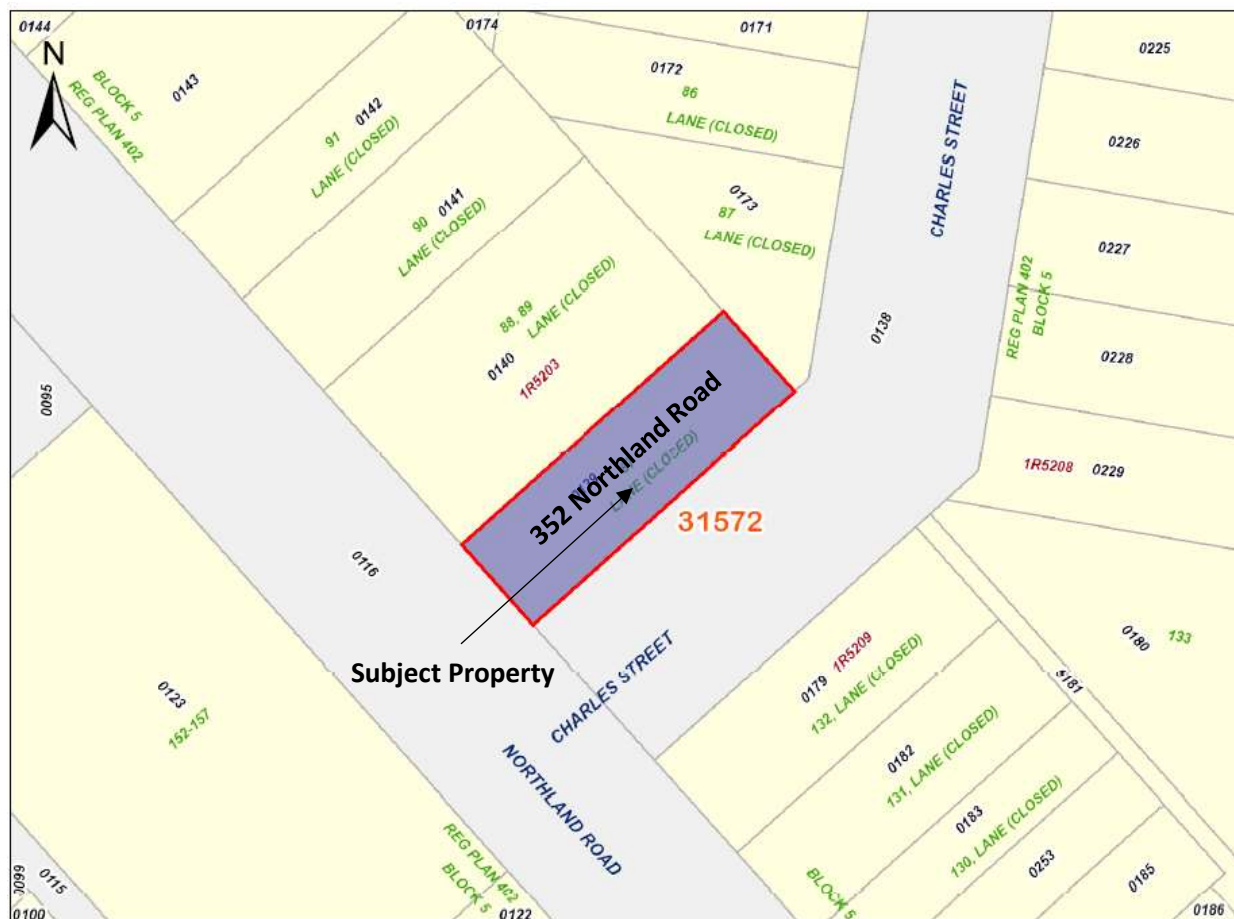
Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

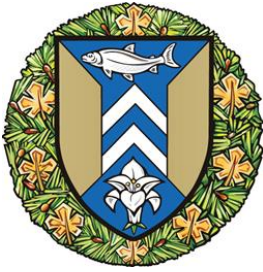
MBS/tj

Enclosure

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Schedule "A"





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

COUNCIL REPORT

February 22, 2021

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Lane Assumption, Closing & Conveyance – Eldridge
Subdivision Abutting 721 Wellington Street East

Purpose

The purpose of this report is to seek Council's approval to assume, close and convey a laneway in the Eldridge Subdivision, Plan 1043.

ATTACHMENT

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

Background

The Legal Department received a petition to close and convey the public lane described as:

PIN 31541-0311 LANE BLK C PL 1043 ST. MARY'S EXCEPT PT 1
1R12005; CITY OF SAULT STE. MARIE

The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comments.

We have been advised by the Sault Ste. Marie Region Conservation Authority that the Subject Property is not in an area under their jurisdiction.

The Building Department, Planning Department, Engineering Department and Public Works had no objections. An easement will be required for a storm sewer and sanitary sewer.

Analysis

Not applicable.

Financial Implications

There is no significant financial impact associated with this matter.

Lane Assumption, Closing & Conveyance – Eldridge Subdivision Abutting 721
Wellington Street East
February 22, 2021
Page 2.

Strategic Plan / Policy Impact

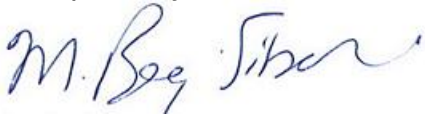
Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

By-law 2021-45 being a by-law to assume the lane for public use and establish it as a public lane and By-law 2021-46 being a by-law to stop up, close and convey the lane appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



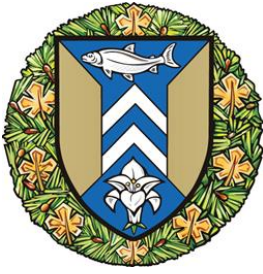
Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

MBS/tj
Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\721 Wellington Street East Lane Closing OPEN.docx

Schedule "A"





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

COUNCIL REPORT

February 22, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Toni-Marie Fera, Senior Planning Technician
DEPARTMENT: Community Development and Enterprise Services
RE: Removal of the Site Plan Control Designation for Civic
Addresses 81, 85, 89, 93, 97 & 101 Ruth Street

Purpose

The purpose of this report is to remove the site plan control designation from civic lots 81, 85, 89, 93, 97, & 101 Ruth Street.

Background

In 2018, the former St. Theresa's school site at 100 Estelle Street was rezoned from Institutional to R3.S (low density residential with a special exception) to allow the conversion of the existing building into a 25 dwelling unit apartment building. As a condition of approval, the entire property was designated as an area of site plan control.

In 2019, the Committee of Adjustment approved severances to create 6 semi detached lots fronting on Ruth Street.

Analysis

Site Plan Control was used as intended for the construction of the multi-unit development on 100 Estelle Street.

However, for smaller residential developments, primarily consisting of 1 unit per lot, the City's practice has been to not use site plan control agreements unless a significant issue needs to be resolved. As no significant issues were presented during the re-zoning and severance approvals, site plan control agreements are not necessary.

Staff had waived the need for site plan control agreements on the semi-detached buildings which are currently under construction. However, staff is recommending repealing the designating by-law from these properties to avoid future confusion.

Financial Implications

There are no financial implications from the removal of the site plan control designation.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

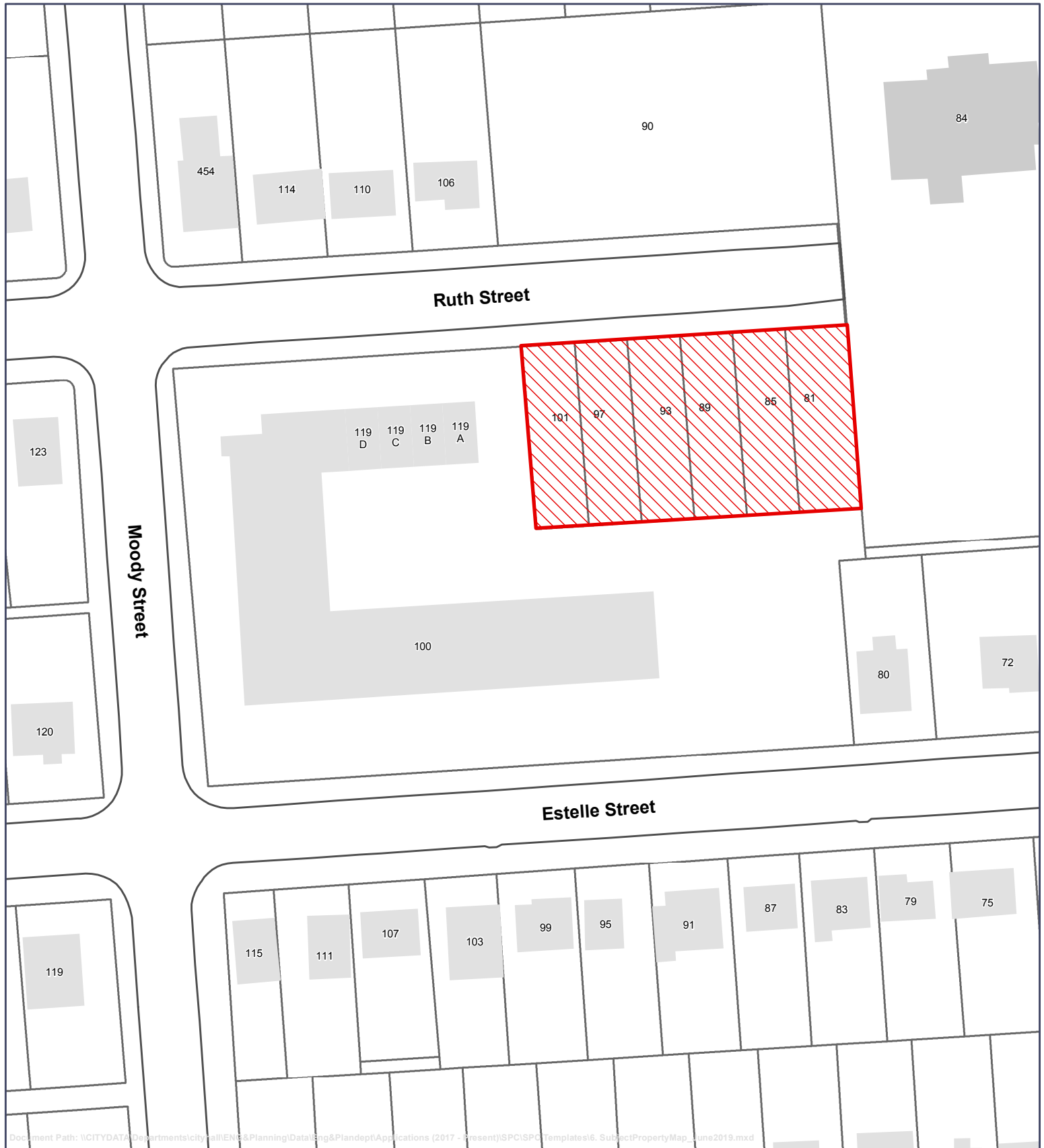
Resolved that the report of the Senior Planning Technician dated February 22, 2021 be received and that Council remove the site plan control designation from the semi-detached lots at 81, 85, 89, 93, 97 and 101 Ruth Street.

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Toni fera".

Toni-Marie Fera
Senior Planning Technician
705.759.5444
t.fera@cityssm.on.ca



Document Path: \\CITY\\DATA\\Departments\\city hall\\ENR&Planning\\Data\\Eng&Plan\\dept\\Applications (2017 - Present)\\SPC\\SPC Templates\\6. SubjectPropertyMap_June2019.mxd

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

Property Information

 Civic Address: 81, 85, 89, 93, 97, 101 Ruth Street
 Map No.: 56 1-72
 Date Created: 02/11/2021

Legend

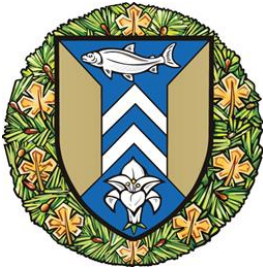
 Subject Properties: 81, 85, 89, 93, 97, 101 Ruth Street
 Parcel Fabric

Page 65 of 131

City of Sault Ste. Marie

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

This map is for general reference only
 Orthophoto: None
 Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983



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

COUNCIL REPORT

February 22, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-3-21-Z 510 Second Line East (Trimount Construction Group Inc.)

PURPOSE

The applicant, Trimount Construction Group Inc., wishes to rezone the subject property to permit Trimount Construction Group Inc. to operate from the site.

PROPOSED CHANGE

The applicant is seeking Council's approval to rezone the subject property from Medium Industrial Zone (M2) to Heavy Industrial Zone (M3), to permit a Contractor's Yard Supporting Heavy and Civil Engineering Construction.

Subject Property:

- Location: located on the north side of Second Line East, approximately 290m east of its intersection with Sackville Road.
- Approximate Size: 97m frontage and 97m depth (318' x 318') totalling 0.938ha (2.32 acres).
- Present Use: Real estate office and personal storage facility
- Owner: Robert Ronald Berto

BACKGROUND

There have been no previous rezoning applications upon the subject property.

ANALYSIS

Conformity with Official Plan

The subject property is designated 'Industrial' on Land Use Schedule C of the Official Plan. The applicant's request conforms to permit a Contractor's Yard Supporting Heavy and Civil Engineering Construction conforms to the Industrial Policies of the OP.

There are also a number of Urban Design Policies that apply to this application:

- D.6 A high standard of site design in strategic or prominent locations such as the downtown, along major arteries, at street intersections and at entrances to the City shall be promoted.
- D.7 The visual quality of visitor access corridors should be enhanced. High sign standards shall be applied. Front yard landscaping and landscaped buffers should be provided to separate and visually screen parking areas from the street and abutting properties.

As further discussed in this report and noted on the attached site plan, there will be no outdoor storage beyond a winter sand shed and a number of Accessory Use Freight Containers (C-cans) which will be located behind the existing building. These items will not be visible from the street and will have minimal visibility from abutting properties.

Upon further discussions, the applicant is also agreeable to maintaining the existing Medium Industrial (M2) Zoning upon the property and permitting the proposed use by way of a special exception to the existing M2 Zoning. The requested Heavy Industrial (M3) Zoning contains a number of permitted uses that might not be appropriate for this area.

Therefore, it is Planning Staff's opinion that this application adheres to the Official Plan.

Conformity with Provincial Policy Statement 2020 & the Growth Plan for Northern Ontario 2011

Approval of this application conforms with Provincial Policy and does not conflict with the Growth Plan for Northern Ontario.

COMMENTS

The subject property formerly housed the PUC headquarters, which included a 'heavy contracting' component. In 2006 Zoning By-law 2005-150 was amended to include '*Contractors Yards Supporting Heavy and Civil Engineering*' as a new use, permitted in the Heavy Industrial (M3) Zone with the following definition:

'Establishments primarily engaged in activities needed in the construction of large-scale projects, including but not limited to the construction of roads, utilities and any other large scale construction projects.'

Prior to this amendment all '*Contractor's Yards*' fell under one use definition.

In reviewing this application, aesthetics are a major concern, given the potential for unsightly outdoor storage associated with the use and the subject property's location on Second Line, a major arterial gateway. The subject property is located in the middle of a predominantly medium industrially zoned area between

Sackville Road and Great Northern Road. While it is recognized there are heavier industrial uses to the west with significant outdoor storage, the immediate area surrounding the subject property has been developed with higher quality landscaping and minimal outdoor storage, which is generally located in rear yards where it is screened from the street. The PUC headquarters abuts the subject property to the west and Roofmart abuts to the east. Both sites have incorporated appropriate landscaping. The current owner of the subject property has also constructed additional front yard landscaping. The Donald Doucet Youth Centre, operated by the Ministry of Children and Youth is located across the street, with ample, high quality landscaping. Suffice to say, the aesthetics along this portion of Second Line have significantly improved over the past decade and it is critical to ensure that this proposal continues this character.

As per the attached site plan and additional discussions with the applicant, there are no intentions to store equipment or materials outside, beyond a salted sand shed and accessory use freight containers (C-Cans), located behind the building along the rear lot line. This location is not visible from the road. The applicant has indicated that there is ample room in the garage area at the rear of the building to store equipment and materials. With this in mind, it is recommended that approval include a condition that there be no outdoor storage of equipment and materials upon the subject property. This would not include any storage located within accessory buildings or structures.

CONSULTATION

The attached public notice was mailed to all neighbouring properties within 120m (400') of the subject property on January 28th, 2021. The notice was also advertised on the City website and in the Sault Star on January 30, 2021.

Public Comments

Up to the drafting of this report, no public comments have been received.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. The following departments/agencies commented on this application: Engineering Services.

Correspondence from Engineering Services notes there is a Municipal sanitary sewer easement along the east property line. It is also noted that the property is subject to site plan control and it is understood that any future changes should be submitted for site plan approval. At this point there is no site plan agreement in place for this particular property.

Engineering also notes that a recent traffic study for the Great Northern Road Second Line intersection identifies a road connection from Industrial Park Crescent to Second Line, adjacent to the subject property. This Environmental Assessment is currently underway and it is premature to determine what impacts, this might have on the subject property or if this ROW will be identified as the

preferred option. It is noted that the east wall of the existing building on the subject property is approximately 8m from the east lot line, and the nearest wall on the adjacent property is approximately 25m away from the common lot line, therefore approximately 33m is available to locate a 20m ROW.

The Manager, Design & Transportation Engineering has no concerns with the proposed use, which will have minimal traffic impact and is consistent with other properties along this corridor.

Although PUC Services has no objections or concerns related to this proposal, it is noted there are PUC easements along the east and west lot lines of the subject property. Furthermore, there is a drinking water reservoir directly behind the subject property, in close proximity to the proposed sand shed and accessory use freight containers. Staff has had follow up discussions with PUC and there are no concerns.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any significant incremental changes to Municipal Finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not linked to any policies within the Corporate Strategic Plan.

SUMMARY

The applicant's request to rezone the property to permit Trimount Construction Group Inc. to operate a Contractor's Yard Supporting Heavy and Civil Engineering Construction represents an appropriate re-use of the former PUC building, which previously operated a very similar use. Given the nature of the use and location of the subject property, it is recommended that approval specifically include a provision that limits outdoor storage to be located within an accessory building (including freight containers), located in the rear yard behind the building, to ensure that such storage is screened from the roadway.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated 2021 02 22 concerning Rezoning Application A-3-21-Z be received and that Council approve the application and rezone the Subject Property from Medium Industrial Zone (M2) to Medium Industrial Zone (M2.S) with a special exception to permit a Contractor's Yard Supporting Heavy and Civil Engineering Construction, in addition to the uses currently permitted in an M2 Zone, subject to the following special provision:

1. That there be no outdoor storage permitted upon the subject property, except storage within accessory buildings or accessory use freight containers.

And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "P. Tonazzo". The signature is stylized with a large initial "P" and a cursive "Tonazzo".

Peter Tonazzo, RPP

Senior Planner

705.759.2780

p.tonazzo@cityssm.on.ca



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



**Public Works &
Engineering Services**

2021 01 26

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-3-21-Z
510 Second Line East
Trimount Construction Group Inc.

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

- There is a municipal sanitary sewer and easement along the east property line.
- It is understood that this property is subject to Site Plan Control. Any new changes should be submitted for site plan approval to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.
- A recommendation from a recent traffic study for the Great Northern Road and Second Line intersection was to provide a road connection from Industrial Park Crescent to Second Line. This property is adjacent to one of the alternative road connections. An Environmental Assessment study of this area is currently underway.

Below are the comments from the Manager, Design & Transportation Engineering:

- The engineering division would view a contractor yard as having a minimal traffic impact and is consistent with other properties along this corridor. No comments.

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

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

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

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

**SUBJECT
PROPERTY**



Document Path: G:\Application (2016 - Present)\Rezoning\2021\A-3-21-2_510 Second Line East (Trimount)\GIS_Maps\A-3-21-2_AerialMap_Jan2021_8x11_V1.mxd

Application Map Series

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

Property Information

Civic Address: 510 Second Line East
 Roll No.: 030062007200000
 Map No.: 84/1-94
 Application No.: A-3-21-Z
 Date Created: January 13, 2021

Legal Department Reference

Legend

- Subject Property: 510 Second Line East
 Parcel Fabric

Page 73 of 131



**SAULT
STE. MARIE**

Planning and Enterprise Services

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

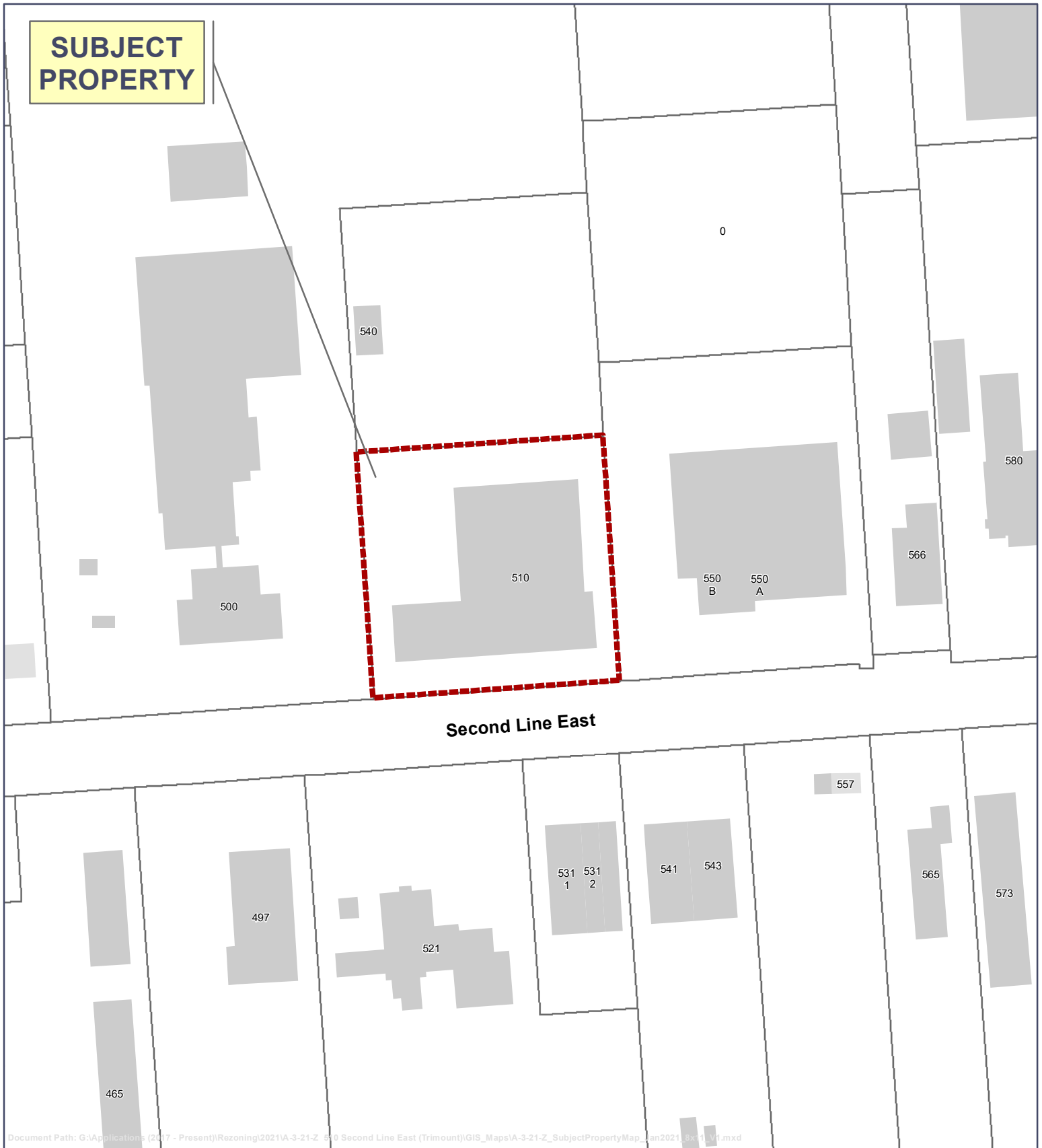
*This map is for general reference only
 Orthophoto: 2016 20cm Colour*

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

0 10 20 40 Meters
 1:2,000

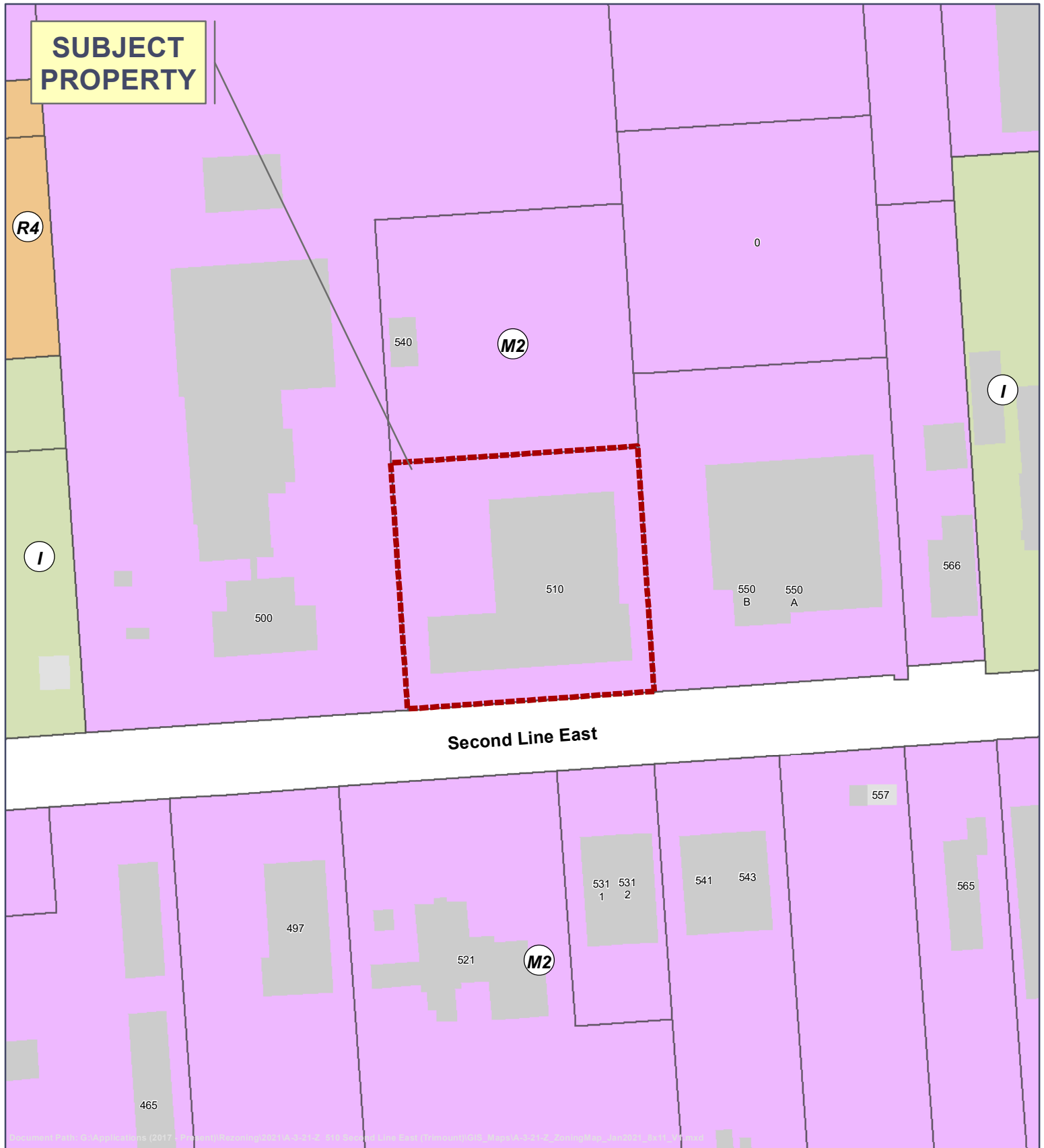


**SUBJECT
PROPERTY**



Document Path: G:\Applications (2017 - Present)\Rezoning\2021\A-3-21-Z_510 Second Line East (Trimount)\GIS_Maps\A-3-21-Z_SubjectPropertyMap_Jan2021_8x11_V1.mxd

Application Map Series ☒ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment	Legal Department Reference	 SAULT STE.MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca <i>This map is for general reference only</i> Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983 0 10 20 40 Meters 1:2,000 
Property Information Civic Address: 510 Second Line East Roll No.: 030062007200000 Map No.: 84/1-94 Application No.: A-3-21-Z Date Created: January 13, 2021	Legend  Subject Property: 510 Second Line East  Parcel Fabric Page 74 of 131	



Application Map Series

☐ Subject Property ☐ Official Plan Landuse

☒ Existing Zoning ☐ Aerial Image

☐ Official Plan Amendment

Property Information

Civic Address: 510 Second Line East

Roll No.: 030062007200000

Map No.: 84/1-94

Application No.: A-3-21-Z

Date Created: January 13, 2021

Legend

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

Parcel Fabric
Subject Property

SAULT STE. MARIE

Planning and Enterprise Services

Community Development and Enterprise Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6

saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only

Orthophoto: None

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

0 10 20 40 Meters
1:2,000

Page 75 of 131



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

NOTICE OF APPLICATION & PUBLIC MEETING

510 Second Line East

Application No.: A-3-21-Z

Applicant: Trimount Construction Group Inc.

Date: February 22, 2021
Time: 5:30 PM

Location: City of Sault Ste. Marie
Civic Centre, Council Chambers
99 Foster Drive

PURPOSE

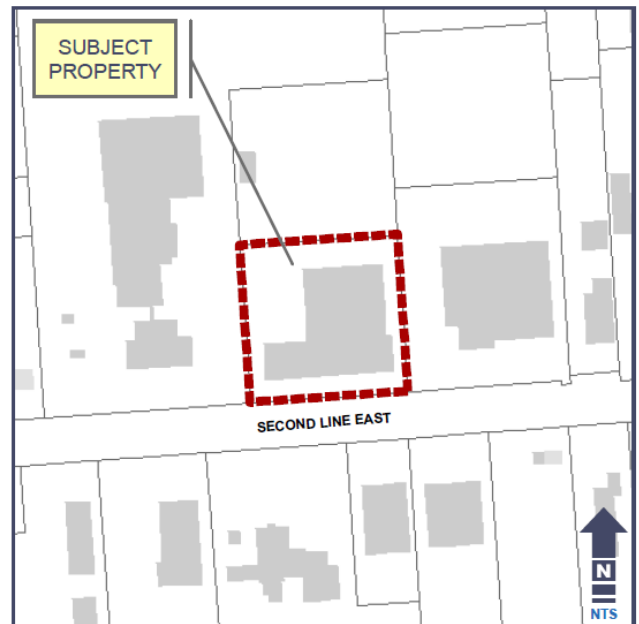
To rezone the subject property to permit Trimount Construction Group Inc. to operate from the site

PROPOSED CHANGE

The applicant, Trimount Construction Group Inc., wishes to rezone the subject property from Medium Industrial Zone (M2) to Heavy Industrial Zone (M3), to permit a Contractor's Yard Supporting Heavy and Civil Engineering Construction.

HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.



TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, February 22, 2021 at 5:30 p.m. to consider a proposed amendment to Zoning By-Law No. 2005-150 under Section 34 of The Planning Act, Chap. P.13, R.S.O.1990, as amended. This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting must contact the City Clerk at cityclerk@cityssm.on.ca or 705-759-5388 to register as a presenter. Any written submissions received in advance of the meeting will be included with Council's Agenda. Registered presenters will be provided with instructions as to how to join the meeting in advance. Only those individuals who wish to make a presentation need to register with the City Clerk.

MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, February 19, 2021 as part of City Council's Agenda. Please contact Peter Tonazzo at 705.759.2780 or p.tonazzo@cityssm.on.ca to request a digital copy. Please refer to the application file number.

WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Peter Tonazzo, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to p.tonazzo@cityssm.on.ca with your name, address and application file number on or before **Monday, February 22, 2021**.

If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-43

STREETS: A by-law to re-adopt Official Street Names List.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 2021-43**

Schedule "A" to this by-law is the Official List of Street Names for The Corporation of the City of Sault Ste. Marie.

2. **BY-LAW 2019-29 REPEALED**

By-law 2019-29 is hereby repealed.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of February, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

OFFICIAL STREET NAMES LIST

SCHEDULE "A" to BY-LAW 2021-43

LAST REVISED: February 01, 2021

DATE PRINTED: February 01, 2021

Official Street Name	Map Location Index
A	
Abbott Street	M7
Adelaide Street	L6
Adeline Avenue	P6
Admiral Drive	J5
Adrian Drive	P7
Airport Road	E7
Alagash Drive	F10
Albert Street East	M7
Albert Street West	L7
Alberta Avenue	M7
Albion Street	N7
Alden Road	J5
Alexandra Street	L7
Alfred Street	K5
Algoma Avenue	M7
Allard Street	N6
Allen Street	L7
Allen's Side Road	I5
Alpine Street	J5
Alworth Place	N7
Amber Street	P7
Amherst Street	J5
Amy Avenue	P6
Anderson Road	I5
Andrew Street	L7
Angelina Avenue	O7
Anich Road	J3
Anita Boulevard	M6
Anna Street	P6
Appaloosa Avenue	I5
Arabian Court	I5
Arbor Drive	J5
Arcade Street	J5
Arden Street	J5
Argyle Road	N8
Arizona Avenue	O7
Aronson Drive	L3
Arthur Street	O8
Ascot Avenue	J5
Ashgrove Avenue	P7
Asquith Street	J6
Assunta Drive	J5
Atlantic Street	M7
Atlas Street	O8
Atwater Street	J5
Aubin Road	I3
Autumn Drive	P7
Avery Road	I4
Avon Avenue	J5
B	
Backcountry Court	N3
Bainbridge Street	L6
Balsam Lane	L4
Barber Boulevard	P8
Barrett Street	L5
Barton Street	G8
Base Line	J6
Base Line A	H7
Bay Road	Q7
Bay Street	M8
Bay Street West	L7
Beatrice Street	M7
Beaumont Avenue	L4
Beech Street	M6
Bell Avenue	M8
Bellevue Avenue	M7

Bennett Boulevard	O8
Beverley Street	L7
Biggings Avenue	M8
Bingham Street	M7
Birch Street	M7
Birchland Court	N7
Birchwood Street	P8
Birkshire Place	N4
Bishop's Court	N8
Bitonti Crescent	L5
Black Road	O7
Blake Avenue	M7
Bloor Street West	L6
Blucher Street	L7
Blue Jay Court	N6
Bluffs Drive East	K3
Bluffs Drive West	K3
Boehmer Boulevard	N6
Bonney Street	K6
Borden Avenue	J6
Borron Avenue	M7
Boston Avenue	N7
Boundary Road	P7
Bowker Street	P7
Boydell Place	L6
Breton Road	N7
Bridlepath Court	N5
Brien Avenue	N7
Bristol Place	P7
Broad Street	P7
Broadview Drive	J5
Brock Street	M7
Brookfield Avenue	J6
Broos Road	I5
Brown Street	L7
Bruce Street	M7
Brule Road	K3
Brunswick Avenue	K5
Burton Road	O7
Bush Street	L6
Byrne Avenue	L6
C	
Cabot Crescent	M5
Caddy Avenue	O8
Caesar Road	O7
Caledon Street	N6
Cambridge Place	O7
Cameron Avenue	M7
Cameron Lane	M8
Campbell Avenue	N7
Canal Drive	L7
Capp Avenue	O7
Carlbert Street	P8
Carleton Avenue	L6
Carmel Road	O7
Carmen's Way	L6
Carol Court	P7
Carpin Beach Road	G6
Cartier Street	N7
Carufel Avenue	K6
Case Road	P3
Cathcart Street	L7
Cedar Street	M7
Cedarwood Drive	N5
Celene Court	P7
Centennial Avenue	P8
Central Creek Drive	K5
Central Creek Drive South	K5
Central Park Avenue	L7
Central Street	K6
Centre Street	P7
Chambers Avenue	P7
Champlain Street	M6

Channelview Lane	E10
Chapple Avenue	N6
Charles Street	L6
Charlotte Drive	N7
Chartwell Drive	P7
Chatfield Drive	L5
Chelton Avenue	K5
Cheshire Road	K5
Chestnut Street South	M7
Chestnut Street	M7
Chicora Crescent	P7
Chippewa Street	J5
Chlebus Street	N7
Church Street	M8
Churchill Avenue	L5
Churchill Boulevard	N8
Clement Street	O7
Clergue Street	M6
Cody Point Court	L6
Collins Avenue	O8
Conmee Avenue	L6
Connaught Avenue	K6
Connor Road	P2
Cooper Street	K5
Copernicus Drive	P7
Corey Avenue	P6
Cornwall Street	L6
Coronation Street	L3
Cottage Lane	G8
Coulson Avenue	N8
Country Club Place	O8
Courtney Crescent	P7
Crawford Avenue	N7
Creek Road	G4
Creery Avenue	N7
Crestview Court	N5
Crestwood Avenue	P8
Crimson Ridge Drive	K3
Cumberland Avenue	K6
Cunningham Road	N7
Curran Drive	N7

D	
D'Youville Road	M8
Dablon Street	N6
Dacey Road	Q7
Dalgleish Road	F10
Danby Road	N8
Dauphin Drive	P7
Dawson Avenue	L5
Dell Avenue	P8
Dennis Street	L7
Denwood Drive	P7
Des Chenes Drive	E10
Devon Road	K6
Diane Street	L5
Digby Crescent	J5
DiTommaso Court	N2
Doncaster Road	K5
Donna Drive	K5
Douglas Street	K6
Dovercourt Road	K6
Drake Street	O8
Drive In Road	M5
Dryden Avenue	J6
Dufferin Street	M7
Dundas Street	L6
Durban Road	J5
Dyment Street	K6
E	
Eagle Drive	N6
East Balfour Street	J6
East Braemar Bay	L4
East Champagne Drive	P8
East Dunrobin Bay	L4
East Perth Bay	L4
East Street	M8
Eastern Avenue	P7
Eastwood Street	N5
Eden Square	J6
Edinburgh Street	L7
Edison Avenue	K5
Edmonds Avenue	K5
Edward Street	N8
Elaine Court	P7
Elgin Street	M7
Elizabeth Street	N7
Elliott Road	L5
Ellis Road	I6
Elm Avenue	M6
Elmwood Avenue	M6
Erie Street	G8
Essex Lane	P8
Estelle Street	L6
Euclid Road	M7
Everett Street	L5
F	
Fairmount Drive	O7
Fairview Avenue	L5
Falldien Road	Q7
Farquhar Street	P7
Farwell Terrace	L6
Fauquier Avenue	M7
Ferguson Avenue	N7
Ferris Avenue	M7
Ficmar Drive	L4
Fields Square	O7
Fifth Avenue	K6
Fifth Line East	O3
Fifth Line West	L3
Findlay Drive	N7
First Avenue	K6
Fish Hatchery Road	O3
Florwin Drive	O8
Foothill Road	J4

Ford Street	O8
Forest Avenue	N7
Fort Creek Drive	M5
Foster Drive	M8
Fournier Road	Q6
Fourth Avenue	K6
Fourth Line East	M4
Fourth Line West	K3
Foxborough Trail	N5
Francis Street	M7
Franklin Street	L6
Front Street	M8
Frontenac Street	Q6

G	
Gagnon Road South	D7
Garden Avenue	O8
Garrison Way	N7
Garth Street	G8
Gehrig Drive	N6
George Lane	L7
George Street North	L7
George Street South	L7
Georgina Street	O8
Gibbs Street	P7
Gillies Street	L6
Gladstone Avenue	M7
Gladwyn Road	M6
Glasgow Avenue	J6
Glen Avenue	P8
Glengary Gate Crescent	N4
Glenholme Drive	O8
Glenwood Avenue	P7
Gloucester Street	L7
Goetz Street	K6
Golf Range Crescent	O8
Gordon Avenue	M8
Gore Street	L7
Gouin Street	M8
Goulais Avenue	J6
Grace Street	M7
Grand Boulevard	M6
Grandhaven Crescent	M6
Grandmont Crescent	M6
Grandriver Crescent	M6
Grandview Avenue	M6
Grandville Crescent	M6
Grandy Road	M6
Grangemill Road	M6
Granite Street	M6
Gravelle Street	O8
Great Northern Road	M4
Greene Street	P6
Greenfield Drive	L4
Greenview Court	P8
Greenview Lane	P8
Griffon Street	P7
Grosvenor Avenue	M7
H	
Hadley Park	N8
Hamilton Avenue	M7
Hampton Road	K5
Hardiman Avenue	M6
Hardwood Street	P7
Hare Avenue	J6
Hargreaves Avenue	M6
Harriet Street	F10
Harris Street	L3
Harry Street	M6
Harten Street	N8
Haviland Crescent	N7
Hawthorne Avenue	M7
Headway Street	P8
Healy Street	O8
Hearst Street	M7
Heath Road	P8
Heavenor Street	N8
Henrietta Avenue	L6
Henry Street	K5
Herbert Street	M7
Herkimer Street	G7
Herrick Street	M8
Hess Street	G8
Highcrest Street	M5
Highland Court	M5
Hill Street	L5
Hillside Drive	L5

Hocking Avenue	K6
Holden Street	L5
Hood Street	J4
Hudson Street	L7
Hughes Street	M7
Hugill Street	O8
Huntington Park	O8
Huron Street	L7
Hussey Street	O8
Hynes Street	M8
Idaho Drive	O7
Illinois Avenue	O7
Indiana Drive	O7
Industrial Court A	M5
Industrial Court B	M5
Industrial Park Crescent	M5
Irwin Avenue	O7

J	
James Street	L7
Jean Avenue	P6
Jemmette Street	P7
Joel Court	P7
John Street	L7
Johnson Avenue	L5
Joseph Street	P7
K	
Kehoe Avenue	L6
Ken Danby Way	L8
Kensington Terrace	N8
Kent Avenue	N6
Kent Crescent	L4
Kerr Drive	P7
Keys Street	K5
Killarney Road	N5
King Street	M7
Kingsford Road	K5
Kingsmount Boulevard	O7
Kitchener Road	M6
Knox Avenue	M6
Kohler Street	M8
Konkin Avenue	L4
Koprash Court	N7
Korah Road	K5
L	
LaBelle Avenue	N7
Laird Street	M7
Lake Street	O7
Lang Court	M5
Lamming Avenue	K5
Lamvil Court	I5
Landslide Road	P4
Langdon Crescent	M6
Langdon Road	K5
Lansdowne Avenue	M7
LaRonde Avenue	N7
LaSalle Court	M5
Laura Street	L6
Laurentian Drive	N6
Laurier Avenue	J6
Laurier Place	M6
Lawson Avenue	P6
Leigh's Bay Road	H5
Lennox Avenue	L6
Leo Avenue	N8
Leslie Street	N6
Letcher Street	K6
Lethbridge Street	L4
Lewis Road	O7
Lidstone Street	L5
Linstedt Street	N7
Lloyd Street	L5
London Street	M7
Lorna Drive	P8
Lorraine Avenue	O7
Lothian Avenue	M6
Louise Avenue	P8
Lucy Terrace	M8
Lynn Road	M7
Lyons Avenue	L6
M	
MacDonald Avenue	N7
MacMurray Avenue	P7
Macnamara Drive	M5
Madeleine Street	O8
Madison Avenue	N5
Maki Road	I4
Malabar Drive	N6
Manilla Terrace	L7
Manitou Drive	P6
Manor Road	N8

Maple Street	M7
March Street	M7
Marconi Street	N7
Maretta Street	L6
Margaret Street	O8
Mark Street	O8
Market Street	P7
Marsh Street	L6
Martingale Court	N5
Marwayne Avenue	N6
Mary Avenue	M5
Mayfair Avenue	L4
McAllen Street	J7
McCrea Street	N8
McCulloch Street	K5
McDougald Street	M7
McFadden Avenue	K6
McGregor Avenue	N8
McKenzie Avenue	K6
McLean Court	L6
McMeeken Street	N8
McNabb Street	O7
McNeice Street	P8
McPhail Avenue	N8
McQueen Road	J4
Meadow Lane	O7
Meadow Park Crescent	O7
Megginson Drive	P7
Melrose Avenue	M7
Melville Road	P7
Metzger Street	K6
Millcreek Drive	N5
Millstream Drive	N5
Millennium Court	L5
Millwood Street	P8
Moluch Street	N7
Montcalm Road	M5
Montgomery Avenue	N7
Moody Street	P7
Morin Street	L6
Morgan Court	K5
Morrison Avenue	M6
Moss Road	K4
Mount Pleasant Court	I4
Muriel Drive	Q7
Murphy Street	Q7
Murray Street	P7
Murton Avenue	K6
N	
Nelson Street	L6
Nettleton Street	L3
Newcastle Drive	J5
Niagara Drive	M5
Nichol Avenue	K5
Nicolas Avenue	O7
Nino Drive	M6
Nixon Road	I6
Nokomis Beach Road	C9
Norden Crescent	N7
North Eden	J6
North Street	M6
Northern Avenue East	M6
Northern Avenue West	M6
Northland Road	L6
Northridge Road	M5
Northwood Street	N5
O	
Oak Park Crescent	P8
Oakbine Avenue	M6
Oakland Avenue	M7
Oakwood Drive	N7
Ohio Drive	O7
Old Garden River Road	N5

Old Goulais Bay Road	L4
Old Highway 17 North	N2
Ontario Avenue	N7
Oregon Road	O7
Oriole Street	J4
Orion Street	N7
Oryme Avenue	M6
Oxford Street	M7
P	
Pageant Drive	N7
Palace Drive	N6
Paladin Avenue	N7
Palomino Drive	I5
Panoramic Drive	N6
Par Avenue	P8
Paradise Avenue	N7
Parasol Crescent	N6
Pardee Avenue	M7
Park Place Court	N6
Park Place Drive	N6
Park Street	P7
Parkdale Drive	O8
Parkelane Court	E7
Parker Avenue	N7
Parkewood Drive	F7
Parkinworth Place	Q7
Parkland Crescent	Q7
Parkshore Court	P8
Parkshore Drive	P8
Parkview Court	N6
Parliament Street	L6
Partridge Court	O6
Passmore Road	N6
Patricia Avenue	K6
Patrick Street	L6
Peach Drive	N6
Peacock Crescent	N6
Peer Street	Q6
Pelican Drive	N6
Penno Road	L5
Pentagon Boulevard	N7
Peoples Road	L5
Pilgrim Street	M8
Pim Street	M7
Pine Shore Drive	F9
Pine Street	N7
Pinemore Boulevard	N6
Pinto Drive	I5
Pittsburgh Avenue	J6
Placid Avenue	N7
Plaintree Drive	N6
Pleasant Drive	N6
Plummer Court	O6
Pointe Aux Pins Drive	F10
Pointe Des Chenes Crescent	E10
Pointe Louise Drive	F10
Pond Street	K5
Poplar Avenue	N7
Portage Lane	L7
Powley Road	N3
Pozzebon Crescent	L5
Prentice Avenue	K6
Pretoria Hill	J5
Primrose Drive	N6
Prince Charles Crescent	O6
Princess Crescent	N7
Princeton Drive	N6
Promenade Drive	N7
Putney Road	N7
Q	
Queen Street East	P8
Queen Street West	L7
Queensgate Boulevard	Q7

R	
Railroad Avenue	M7
Ranger Street	J4
Rankin Road	P7
Ransome Drive	I6
Ravina Street	N7
Raymond Street	K6
Red Pine Drive	F9
Red Rock Road	G1
Reid Street	M6
Retta Street	O8
Rex Avenue	I6
Richmond Place	J5
River Road	Q7
Riverin Avenue	P6
Riverside Drive	O8
Riverview Avenue	N8
Ro Von Court	M5
Robin Street	P7
Rockport Road	J5
Ron Francis Way	M8
Roosevelt Avenue	J6
Rosedale Place	M7
Rosita Street	I6
Ross Street	P7
Rossmore Road	K5
Rotary Parkway	N8
Routledge Avenue	N7
Rowell Avenue	J6
Royal Road	J5
Royal York Boulevard	Q7
Royce Avenue	I6
Ruscio Crescent	Q6
Rush Avenue	N6
Rushmere Drive	J5
Russ Ramsay Way	M8
Ruth Street	L6
S	
Sackville Road	M6
Salisbury Avenue	M7
Sand Road	F9
Schultz Side Road	N2
Second Avenue	K6
Second Line East	N5
Second Line West	K5
Selby Road	K5
Selkirk Road	M5
Seventh Avenue	K6
Seventh Line East	N1
Shafer Avenue	L6
Shannon Road	O8
Sharon Crescent	N6
Shatruck Drive	C7
Sheppard Street	N8
Sherbourne Street	L6
Sherbrook Drive	L5
Sherwood Parkway	L5
Shingwauk Street	O8
Shingwauk Drive	O8
Shore Drive	N8
Shoreview Court	Q7
Short Street	L6
Silver Birch Drive	O7
Silverdale Avenue	L5
Simcoe Street	G8
Simon Avenue	P8
Simpson Street	N7
Sinclair Drive	P6
Sinclair Street	L7
Sisson Street	N7
Sixth Avenue	K6
Sixth Line East	O2
Sixth Line West	G2

Smale Avenue	N7
Snowden Crescent	K5
Snowden Street	K5
Softwood Drive	Q7
South Eden	J6
South Gladstone Avenue	M7
South Market Street	P7
Southwood Drive	N5
Spadina Avenue	J6
Spring Street	M7
Spruce Street	M7
St. Andrew's Terrace	L6
St. Basil's Drive	J5
St. George's Avenue East	M7
St. George's Avenue West	L6
St. James Street	L7
St. Mary's Avenue	M6
St. Mary's River Drive	L7
St. Michael's Square	J5
St. Patrick Street	L6
St. Thomas Street	M8
Stanley Street	N8
State Street	O7
Stevens Street	M6
Strand Avenue	M6
Summit Avenue	M7
Sunlea Street	J5
Sunnydale Road	L5
Sunnyside Beach Road	C8
Sunset Court	I6
Sunset Drive	I6
Sunset Road	I6
Superior Drive	M5
Sussex Road	K5
Sutton Place	P7
Swartz Street	L6
Sydenham Road	K5
T	
Taber Street	O8
Tadcaster Place	N6
Tallack Boulevard	L4
Talon Avenue	Q6
Talwood Drive	N6
Tamarack Avenue	Q6
Tancred Street	L7
Taskar Drive	P8
Teal Avenue	Q7
Terrance Avenue	N5
Terry Fox Place	P7
Texas Avenue	O7
The Crescent	M7
The Drive	N7
Third Avenue	K6
Third Line East	L4
Third Line West	J4
Thorneloe Crescent	O8
Tilley Road	N6
Toronto Street	L7
Towers Street	M8
Town Line Road	G6
Trelawne Avenue	M7
Trunk Road	O7
Tuckett Street	O7
Turner Avenue	K6
U	
Upton Road	N7
V	
Val Street	P8
Valhalla Place	O8
Van Daele Street	M6
Varsity Avenue	P8
Venn Street	J4
Vera Avenue	P6

Victor Emmanuel Avenue	K6
Victoria Avenue	N8
Victoria Street	G8
Village Court	N6
Vivian Avenue	K6
W	
Wallace Terrace	K6
Walls Side Road	C6
Walnut Street	M6
Walters Street	K5
Wardell Road	J4
Warren Avenue	I6
Wayne Court	P7
Weeks Street	P7
Welcome Avenue	O8
Weldon Avenue	N7
Wellington Street East	M7
Wellington Street West	L6
Wemyss Street	M7
Wentworth Street	G8
West Balfour Street	J6
West Braemar Bay	L4
West Dunrobin Bay	L4
West Perth Bay	L4
West Street	L7
Westchester Drive	J5
Westgate Drive	J5
Westridge Road	M5
Westwood Crescent	N5
White Pine Court	N3
White Oak Drive East	M6
White Oak Drive West	M6
Whitney Avenue	J6
Wiber Street	P6
Wigle Street	M4
Wilcox Avenue	M7
Wilderness Court	N3
Wilding Avenue	K6
Wildwood Avenue	K5
Wilks Street	I5
Williams Street	Q7
Willoughby Street	N6
Willow Avenue	N6
Willowdale Street	Q7
Wilson Street	M7
Windsor Street	N7
Windsor Trail	N5
Winfield Drive	J5
Winston Avenue	K5
Wishart Park Road	N4
Wireless Avenue	N7
Woodcroft Avenue	K6
Woodhurst Drive	M5
Woodlawn Avenue	Q7
Wood Park Court	I7
Woodward Avenue	M8
Wright Street	K6
Y	
Yates Avenue	J6
York Street	L6
Young Street	K6

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-44

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Sault Cycling Club, a non-share capital corporation incorporated under the *Corporations Act* of Ontario for the creation, maintenance, and use of City property known as Finn Hill for mountain biking.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and The Sault Cycling Club, a non-share capital corporation incorporated under the *Corporations Act* of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for the creation, maintenance, and use of City property known as Finn Hill for mountain biking.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of February, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

The Corporation of the City of Sault Ste. Marie

Trail Maintenance Agreement

THIS AGREEMENT made as of the ____ day of _____, 2020.

between

The Corporation of the City of Sault Ste. Marie

herein called the "City"

and

The Sault Cycling Club, a non-share capital
corporation incorporated under the *Corporations
Act of Ontario*

herein called the "Club"

WHEREAS Section 8 of the Municipal Act, S.O. 2001 (hereinafter referred to as the "*Municipal Act*") provides that the powers of a municipality under the *Municipal Act* or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

AND WHEREAS the City is the owner of property legally described as PCL 12046 SEC AWS; PT LT 1 CON 4 ST. MARY'S; PT LT 2 CON 4 ST. MARY'S PT 4, 5 1R7736; S/T LT177298; SAULT STE. MARIE (being all of PIN Parcel Register 31515-0295(LT)) as shown outlined in green on the Block Map attached as Schedule "A" hereto (the "Lands");

AND WHEREAS on December 10, 2018 Council of The Corporation of the City of Sault Ste. Marie (hereinafter: "Council") moved that the Club has developed a proposal for an active trail network, a series of sustainable biking trails that connect to John Rowswell Hub Trail (hereinafter: "Hub Trail") which trail system would largely be on City property, and that such a trail system would be a great addition to the Hub Trail to encourage activity and recreation within the community and be a tourism asset, and that a cost assessment be conducted;

AND WHEREAS city staff returned before Council with a recommendation on February 3, 2020 that an agreement would best address and mitigate any direct or indirect costs in association with such a trail system on the Lands;

AND WHEREAS Council resolved that staff negotiate an agreement with the Club to action the first stage of the Club's proposal, known as the Pilot Project, being a three (3) kilometer natural surface trail on the Lands;

AND WHEREAS the Club wishes to develop, construct, and maintain a trail network on the Lands primarily for use by citizens of the City and visitors to the City for mountain bikes, in addition to walking and trail running, but to exclude any motorized vehicles or horses;

AND WHEREAS the Club's vision is to continue to construct and maintain mountain bike trails on City owned property in the future pending the success of the proposed Pilot project on the Lands;

NOW THEREFORE to implement the foregoing, in consideration of the premises and the covenants hereinafter set forth and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties mutually agree to the following:

The Corporation of the City of Sault Ste. Marie

Trail Maintenance Agreement

1. CONSTRUCTION

- 1.1. The trail, including all pathways, structures and installations, will be constructed and maintained by the Club or by qualified donors or qualified volunteers under the supervision of the Club at the Club's sole expense in accordance with all International Mountain Bike Association (IMBA) guidelines, and in accordance with all recommendation by the trail designer retained by the Club.
- 1.2. The Club shall provide the City with a letter from the trail designer indicating that the trails constructed conform to the IMBA trail guidelines as in existence at the present time and in as set out in the proposed Schedule "A" hereto. This means that only a trail as marked within the Schedule's is created and governed by this Agreement. All additional or spoke trails would require City approval and need to form part of this Agreement by way of an amendment.
- 1.3. If the City requires access to the Lands for any purpose such as but not limited to access to the trails, including all pathways, structures and installations, the City is hereby permitted the access it as required and the City shall not be responsible for restoring the Lands to its condition prior to access by the City. However, the City shall leave the Lands in as neat and tidy a condition as possible and notify the Club of any such access.
- 1.4. The Club 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 trails, including all pathways, structures and installations.
- 1.5. The construction of the trail, including all pathways, structures and installations by the Club shall in no way whatsoever be interpreted as providing any right to the Lands themselves, save for as stated in this Agreement.
- 1.6. The City acknowledges that during the initial construction phase of the trail, the Club will need to operate equipment that exceeds a hand tool as described in section 2 directly below. Any machinery, be it an excavator or any other type of similar machine, must be operated by an entity that is included on the City's Contractor Preapproval List.

2. MAINTENANCE

- 2.1. The Club undertakes to develop, construct, and maintain the trail in accordance with the IMBA guidelines and any and all applicable by-laws, policies and procedures that may be in effect from time to time.
- 2.2. A training/education process will be conducted by the Club annually for all Club volunteers in order to ensure proper trail care and maintenance.
 - 2.2.1. Any Club volunteer engaged in maintenance of the trail shall only be authorized to use hand tools, being, shoves, leave blowers, hammers, and similar devices, in the completion of trail maintenance work. In exceptional circumstances a chain saw may be used by a Club volunteer to only remove deadfall from trail surfaces provided that the following requirements are adhered to:
 - (a) The Club volunteer undertaking in the use of a chain saw on the Lands is qualified with respect to the operation of and use of a chain saw;
 - (b) The Club volunteer undertaking the use of the chain saw on the Lands if fully outfitted in all safety equipment required during the prudent operation of a chain saw including safety boots, ear protection, face protection, gloves and leg and arm protection;

The Corporation of the City of Sault Ste. Marie

Trail Maintenance Agreement

-
- (c) The City is notified by the Club prior to any Club volunteer entering onto the Lands with a chain saw of the particulars of the deadfall to be removed and document it along with the name, any applicable training documentation and qualifications of the person performing this work.
 - 2.2.2. The City shall monitor at its sole cost and expense any standing trees and properly tend to any tree that appear to be of ill health and in imminent risk of falling on the trail as part of its regular Hub Trail maintenance. Should the Club notice any standing trees that cause concern, said tree should be reported to the Department of Public Works Arborist Division immediately upon discovery.
 - 2.3. In addition to section 2.2 above, the Club or volunteers under its supervision, will carry out maintenance functions relating to the trails in accordance with IMBA guidelines, this should include a minimum:
 - 2.3.1. Regular inspections, (Spring, Summer and Fall as a minimum) using a trail maintenance checklist, will occur on the Lands to identify any hazards or potential hazards in order to keep the trail safe. Any hazards or potential hazards will be corrected immediately.
 - 2.3.2. A log book will be maintained where trail maintenance checklists are filed and available for review by the City.
 - 2.4. An inventory of the current and any future mutually agreed to trails will be maintained by the Club including applicable mapping. In addition, a list of fixtures, amenities, and improvements that may require maintenance shall be maintained by the Club, including any and all signage at the Club's sole expense.
 - 2.5. A registry of volunteers will be maintained which includes their names, addresses, phone numbers, their responsibilities, and training and qualifications.
 - 2.6. All trail accidents that the Club becomes aware of, and any claims against the Club will be fully documented and promptly reported to the City.
 - 2.7. The Club shall develop and install warning signage at the trailheads of and where deemed required in the following fashion:

Signs shall be posted by the Club, at its sole expense, at all trail access points to notify users of:

 - (a) This is a recreational trail;
 - (b) the types of uses that are permitted on the trails;
 - (c) the types of uses that are prohibited on the trails;
 - (d) the rules and regulations pertaining to the trails;
 - (e) the risk associated with using the trails, including, without limitation, high visible, bold lettering stating "IMPORTANT – MUST READ BEFORE ENTERING TRAIL", and other language as may be required by the City or its insurer from time to time; and
 - (f) that the trail is unsupervised and is to be used solely at the user's own risk.
 - (g) that the City shall not assume any liability in respect of the use by any person of the trail.

Any and all additional signage shall be provided for by the Club at its sole expense.

- 2.8. The Club shall at all times, at its expense, keep all trails, pathways, structures and installations, including all signage in a good state of repair and free of garbage and debris.

The Corporation of the City of Sault Ste. Marie

Trail Maintenance Agreement

- 2.9. For the term of this Agreement the City has no obligation to make any improvements or provide any maintenance to the Lands. These obligations are the Club's.
- 2.10. The discovery of any non-sanctioned trail on the Lands by the Club, being a trail that is not governed by this agreement, shall be reported to the City for appropriate action to be taken.

3. USE OF THE LANDS

- 3.1. The Club acknowledges that the use of the trail developed, constructed, and maintained by it are for the use of all authorized users of the Lands, including, without limitation to hikers, walkers, runners, and cyclists, save for motorized vehicles or horses, and that the Club is not granted exclusive rights to the Lands or the trail thereon.
- 3.2. The City reserves the right to close the trail and prevent access and use by the permitted users as listed above in section 3.1, or not, for any reason whatsoever. The trails shall be closed during the winter months in conjunction with the scheduled closure of the Hub Trail.
- 3.3. Should any conflict arise between the primary user group under this Agreement, being cyclists, and any secondary user, the Club and City shall revisit the proposed users and reach a mutual agreement as to who can access the trail. Any costs incurred in doing so shall be borne by the Club.

4. SPECIAL EVENTS

- 4.1. The Club acknowledge that use of the Lands by the general public is strictly limited to the permitted uses as set out in this Agreement, including, without limitation, mountain biking. The Club hereby covenants that there will be no special or organized events hosted on the Lands, including, without limitation, races, tournaments, and/or competitions, without the express prior written consent by the City. Such events may require additional licensing and consideration.

5. INSURANCE & INDEMNITY

- 5.1. Save for in the exceptional circumstance set out in section 5.2 below, the Club, at its expense, will maintain throughout the term the insurance described below. The Club will cause such insurance policy to (i) be primary, non-contributing with, and not excess of, any other insurance available to the City, (ii) contain a prohibition against cancellation or material change that reduces or restricts the insurance, (iii) contain (where the City is an insured) a waiver in respect of the interests of the City of any provision in any such insurance policies with respect to any breach or violation of any warranties, representations, declarations or conditions in such policies, and (iv) be in a form satisfactory to the City and its insurer. Upon request from the City or upon the placement, renewal, amendment or extension of all or any part of the insurance, the Club will immediately deliver to the City certificates of insurance signed by the Club's insurers evidencing the required insurance or, if required by the City, evidence in the form of certified copies of the policies. The insurance shall include: (i) Five Million Dollars (\$5,000,000.00) inclusive limits occurrence form commercial general liability insurance, with a general aggregate limit of \$10,000,000.00, which will name the City as additional insured, and will include, without limitation, personal injury coverage; (ii) One Million Dollar (\$1,000,000.00) Directors & Officers Insurance for the directors and officers of the Club; and (iii) any other form of insurance and with whatever higher limits that the City requires from time to time.
- 5.2. The Club agrees that, if the Club fails to obtain or maintain any such insurance referred to in Section 5.1 due to financial hardship, the City has the right, without assuming any

The Corporation of the City of Sault Ste. Marie

Trail Maintenance Agreement

obligation in connection therewith and without prejudice to any other rights and remedies of the City herein, to effect any such insurance for a period not to exceed two years at the City's sole expense.

Additionally, should any such insurance not be approved by the City and should the Club not commence diligently to rectify (and thereafter proceed diligently to rectify) the situation within forty-eight (48) hours after written notice by the City to the Club (stating if the City does not approve of such insurance, the reasons therefor), the City has the right, without assuming any obligation in connection therewith and without prejudice to any other rights and remedies of the City herein, to effect any such insurance at the sole cost of the Club and all outlays by the City, plus an administration fee of five percent (5%) thereof, shall be immediately paid by the Club to the City on the first day of the next month following such payment by the City.

- 5.3. The Club agrees that the City shall not be liable or responsible in any way to the Club or any other person for (a) any injury arising from or out of any occurrence in, upon, at or relating to the Lands or any part thereof from any cause whatsoever, whether or not any such injury, loss or damage results from any fault, default, negligence, act or omission of the City, or its agents, servants, employees or any other person for whom the City is in law responsible; (b) any injury, loss or damage insured against or required to be insured against by the Club under this Section; and (c) any injury or damages not specified above to the person or property of the Club, its agents, servants, or employees, or any other person entering upon the Lands under express or implied invitation of the Club.
- 5.4. Notwithstanding any other terms, covenants, and conditions contained in this Agreement, the Club shall promptly defend, protect, indemnify and hold completely free and harmless the City from and against any and all claims in connection with any injury or any loss or damage to property arising from or out of this Agreement, or any occurrence in, upon or at the Lands, or the occupancy or use by the Club of the Lands, or any part thereof, or occasioned wholly or in part by any fault, default, negligence, act, or omission of the Club or by any person permitted to be on the Lands by the Club. If the City shall be made a party to any litigation commenced by or against the Club, the Club shall promptly indemnify and hold completely free and harmless the City and shall pay to the City all costs and expenses, including, without limitation, any professional, consultant and legal fees on a complete indemnity basis that may be incurred or paid by or on behalf of the City in connection with such litigation on demand. The City may, at its option and at the Club's expense, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing or any other matter for which the Club is required to indemnify the City under this Agreement. Alternatively, the Club agrees that the City may require the Club at the Club's expense to assume carriage of and responsibility for all or any part of such litigation or discussions, subject to the Club at all times keeping the City up to date in writing as to the status thereof. Without limiting the generality of the foregoing, the Club shall also pay to the City on demand all costs and expenses, including, without limitation, any professional, consultant and legal fees on a complete indemnity basis that may be incurred or pay by or on behalf of the City in enforcing the terms, covenants, and conditions in this Agreement. This indemnity of the Club shall not be prejudiced by, and shall survive the termination of, this Agreement.

6. TERM AND TERMINATION

- 6.1. The term of this Agreement shall commence on the date first written above and continue until terminated in accordance with this section of the Agreement.

The Corporation of the City of Sault Ste. Marie

Trail Maintenance Agreement

- 6.2. This Agreement shall terminate immediately upon any form of disposition of the Lands by the City. The City shall provide the Club with a first right of refusal to the Lands.
- 6.3. It is understood that the Club's intention is to provide maintenance as per this Agreement for the term of the Agreement. Upon termination of this Agreement for any reason whatsoever (including failure to perform the duties outlined in this Agreement), the City is under no obligation to continue with the Agreement and may terminate it at the City's sole discretion.
- 6.4. Either party upon six (6) months' written notice may terminate this Agreement. Should the Club elect to terminate this Agreement, it will be the sole responsibility of the Club at its sole expense to restore the Lands to a natural vegetative state and complete an appropriate trail closure as recommend by a trail designer.
- 6.5. Failure by the Club to adhere or fulfill the terms of this Agreement will result in the immediate cancellation of this Agreement and such cancellation will be at the sole discretion of the City.

7. NOTICES

- 7.1. Any notice required to be given to the Club under the terms of this agreement shall be sufficiently given if mailed by prepaid regular mail addressed to it at Sault Cycling Club c/o YMCA, 235 McNabb Street, Sault Ste. Marie, ON P6B 1Y3 or at such address as the Club may in writing direct. If mailed, any such notice shall be deemed to have been received by the Club four (4) days after the date of mailing.
- 7.2. Any notice required to be given to the City under the terms of this agreement shall be sufficiently given if delivered to the City or mailed by prepaid regular mail addressed to the City Solicitor at 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6 or at such address as the City may in writing direct. If mailed, any such notice shall be deemed to have been received by the City four (4) days after the date of mailing.

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The Corporation of the City of Sault Ste. Marie

Trail Maintenance Agreement

8. WHOLE OF AGREEMENT

- 8.1. This Agreement, and the schedules hereto, comprises the whole of the understanding between the parties and is not subject to or in addition to any other agreements, representations or warranties, whether written, oral or implied.
- 8.2. This Agreement may be amended from time to time if made in writing and executed by both parties. Specifically further City property to be used by the Club for development of the trail systems shall form a schedule to this Agreement.
- 8.3. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile or other electronic forms of transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused to be affixed their corporate seals under the hands of their authorized officers on their behalf.

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

Date: _____

Christian Provenzano, Mayor

Date: _____

Rachel Tyczinski, City Clerk

**I/We have the authority to
bind the Corporation**

Sault Cycling Club



Date: July 26, 2020

Mark Santana, President

**I/We have the authority to
bind the Corporation**

Schedule "A"

Lands Subject to Trails Maintenance Agreement



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-45

LANE ASSUMPTION: A by-law to assume for public use and establish as a public lane, the lane more particularly described as PIN 31541-0311 (LT) LANE BLK C PL 1043 ST. MARY'S EXCEPT PT 1 1R12005; CITY OF SAULT STE. MARIE, Eldridge Subdivision.

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

1. **LANE ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public lane, the lane more particularly described as PIN 31541-0311 (LT) LANE BLK C PL 1043 ST. MARY'S EXCEPT PT 1 1R12005; CITY OF SAULT STE. MARIE, Eldridge Subdivision.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of February, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2021\\2021-45 Lane Assumption Abutting 721 Wellington St. E..docx

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-47

PROPERTY: A by-law to declare the City owned property legally described as PIN 31572-0139 (LT) LT 87 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249; PT 14 1R5203; S/T T234595; SAULT STE. MARIE, being civic 352 Northland Road, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of February, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-48

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Innovation Centre for GIS Services commencing January 1, 2021 and ending December 31, 2023 (including an option to extend to December 31, 2025) at their proposed monthly fees.

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 January 1, 2021, between the City and the Sault Ste. Marie Innovation Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for GIS Services commencing January 1, 2021 and ending December 31, 2023 (including an option to extend to December 31, 2025) at their proposed monthly fees.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of February, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

Schedule "A"

THIS AGREEMENT made the 1st day of January, 2021

BETWEEN:

SAULT STE. MARIE INNOVATION CENTRE

(hereinafter referred to as the “Consultant”)

OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF

SAULT STE. MARIE

(together hereinafter referred to as the “Client”)

OF THE SECOND PART

WHEREAS

- A)** The Consultant is in the business of providing geomatics services; and
- B)** The Client wishes to retain the Consultant to provide geomatics services and maintain the geomatics solution currently in place.

IN CONSIDERATION of the premises and the mutual covenants and agreements contained herein the parties hereto agree as follows:

1. SERVICES

- 1.1.** The Client hereby retains the Consultant to provide and maintain a geographic information system (the “Services”), the description, stages, terms and conditions of which are set forth in Schedule A which forms an integral part of this agreement.
- 1.2.** Schedule A to this Agreement will continue to be modified after this Agreement is signed, over time and in accordance with the project, schedule and milestones referred to in Schedule A. The parties acknowledge that the Schedule and the milestones therein may have to be adjusted from time to time based on experience. Schedule A shows the state of development of the planning to date and all additions and changes to Schedule A are intended to be incorporated into and form part of this Agreement as they are made. Notwithstanding the foregoing the parties agree that no changes to Schedule A will be effective without the prior written consent of both parties.

2. APPLICABLE CHARGES

- 2.1.** Schedule A sets forth the fees payable by the client for the services.
- 2.2.** All sales taxes, Goods and Services Taxes and other taxes applicable to the Services shall be in addition to the fees.
- 2.3.** The Consultant will submit invoices of all applicable charges incurred by it in respect to the Services on a monthly basis and any invoice submitted shall be due and payable within 30 days of receipt by the Client.

3. TERM

- 3.1.** The term of this agreement shall be for three years from January 1st, 2021 to and including December 31st, 2023 with an option to extend the terms of this agreement until December 31, 2025, unless terminated earlier pursuant to section 4 of this agreement.
- 3.2.** If this agreement is not renewed or extended at the expiration of the term, the Consultant shall deliver to the Client all data and source code for the customized applications and data models developed pursuant to this Agreement. All costs associated with the relocation of the geographic information system shall be the responsibility of the Client.

4. TERMINATION

- 4.1.** If either party (the "Defaulting Party") shall at any time neglect, fail or refuse to perform under any of the provisions of this Agreement, then the other party may serve upon the Defaulting Party, notice of intention to terminate this Agreement, which notice shall specify the alleged neglect, failure or refusal and shall be served by registered mail, and, if within thirty (30) days after the date of service of this notice, the Defaulting Party shall not have fully cured all the defaults indicted in the notice, or presented a plan acceptable to the other party to cure these defaults, then upon expiration of the thirty (30) days, the other party may, at its option, elect to terminate this Agreement.
- 4.2. Termination for Convenience**
 - 4.2.1.** The Client may terminate this contract at any time by giving 4 months (120 days) written notice to the other party.
 - 4.2.2.** Upon the termination of this contract under clause 1.1 the Client and Consultant shall negotiate reasonable termination costs identified by the Consultant. The Client will reimburse the Consultant for all documented costs, including reasonable actual cancellation and demobilization or transition charges
- 4.3.** If the Client fails to pay the Consultant as set forth in this Agreement, the Consultant may immediately suspend all activity related to this Agreement upon delivery of written notice to the Client and may, in addition to any other rights it may have under this Agreement or otherwise under law, pursue termination pursuant to 4.1 above.
- 4.4.** The right of either party to terminate this Agreement hereunder shall not be affected by its failure to take action with respect to any previous default.

- 4.5. In the event of termination, as set forth in this clause, the Consultant shall be paid on a pro rata basis for all Services performed up to the date of termination.

5. ACCEPTANCE OF DELIVERABLES

- 5.1. The Client will tell the Consultant in writing within five (5) days of receipt of a paper deliverable and within 90 days of receipt of a data set deliverable whether it accepts or rejects such deliverable. The Client may reject any deliverable which does not comply with the description of work and/or with the Client's standards. If the Client fails to notify the Consultant within the specified time, the Client will accept the deliverable. If the Client rejects it, the Client shall allow the Consultant five days to revise a paper deliverable and 30 days to revise a data set deliverable to render such deliverable acceptable to the Client.
- 5.2. Special customization projects beyond the allotted customization days in the contract will be administered through the Clients Information Technology Division.

6. STATUS REPORTING

- 6.1. Information with respect to the status of the work and issues of accomplishments and difficulties shall be addressed at Status Committee meetings and Steering Committee meetings between representatives of the parties. Status reporting procedures shall be further detailed in Schedule A. The Consultant shall provide to the Client an agenda for Steering Committee meetings not less than five working days prior to such meeting and shall provide to the Client sufficient copies of all agendas and reports for delivery to all members of the Steering Committee.

7. WARRANTY

- 7.1. The Consultant warrants that the Services will be performed consistent with mutually acceptable industry standards. With respect to software applications this warranty shall be for the duration of the Contract and for software applications delivered within the last six months of the Contract this warranty shall extend to such applications for a period of six months after the date of delivery. This warranty is exclusive and in lieu of all other warranties, whether express or implied. For any breach of this warranty, the Client's exclusive remedy, and the Consultant's entire liability, shall be the re-performance of the Services. If the Consultant is unable to re-perform the Services as warranted, the Client shall be entitled to recover the fees paid to the Consultant for the deficient Services.

8. LIMITATION OF LIABILITY

- 8.1.** In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether or not such damages are foreseeable or whether or not the other party or any other person has been advised of the possibility of such damages.

9. CLIENT OBLIGATIONS

- 9.1.** The Client shall be responsible for the timeliness, accuracy and completeness of any data supplied to the Consultant. If such data is incorrect or incomplete, the Client shall have the option to either correct, complete or otherwise prepare such data or to request in writing that the Consultant correct, complete or otherwise prepare such data at such additional cost as the parties may agree in writing.
- 9.2.** The cost of the fiber connection from the Client to the GIS data warehouse will be funded by the Client.
- 9.3.** The Client shall be responsible to maintain under its care adequate backup materials that will enable the regeneration of files and other data in the event of loss, damage or destruction thereof. The Consultant shall be responsible to back up the GIS Enterprise Geodatabase using Disk to Disk to Disk retaining daily backups for 6 days, weekly for 14 weeks and 4 months. The consultant will also do hourly log backups of the GIS Enterprise Geodatabase between the hours of 6am to 6pm daily (Mon-Fri) on top of the daily backup to allow a more granular recovery point or the ability to data mine the Enterprise Geodatabase.
- 9.4.** The Client shall be responsible for re-engineering work flows resulting from the introduction of the geographic information system and the Consultant will provide such consultation and support as required to assist the Client in this regard.
- 9.5.** The Client shall ensure that the users of the system attend the training sessions provided by the Consultant.
- 9.6.** The Client shall appoint data custodians to ensure all data is kept updated on the system.

10. CLIENT PREMISES

- 10.1.** The Consultant agrees that access to any of the Client's premises by any of the Consultant's employees which is necessary for the performance of the Services shall only be granted by the Client during the normal hours of the Client's premises in question unless otherwise previously authorized by the Client. The Consultant also agrees to observe all of the Client's security requirements and measures in effect at any of the Client's premises to which access is granted by this Agreement.

11. CHANGES IN SCOPE OF WORK

- 11.1. Changes in the scope of work will only be made in strict compliance with the "change request" procedure set forth in Schedule A.

12. CONSULTANT, STAFFING AND TRAINING

- 12.1. The consulting and professional personnel provided by the Consultant shall have appropriate technical and application skills to enable them to perform their duties. The Consultant shall supply the necessary instruction and training to enable the Client to utilize the Services contracted for hereunder. All instructions shall be given by qualified personnel.

13. PROPERTY RIGHTS TO DATA, CONFIDENTIALITY AND SECURITY

- 13.1. The Consultant hereby acknowledges that all data provided by the Client is proprietary to the Client and constitutes valuable, confidential information. The Consultant agrees that it shall keep confidential all such data and shall not disclose or divulge or use any of such data otherwise without the prior written consent of the Client. The Consultant shall maintain reasonable security relating to the data belonging to the Client held at the premises of the Consultant or stored on any computer storage media under the care, custody and control of the Consultant or its agents.
- 13.2. The Consultant agrees that all Client information including: records, files, input materials, forms and other data received, computed, created, used or stored pursuant to this Agreement are the exclusive property of the Client.

14. INTELLECTUAL PROPERTY RIGHTS TO DEVELOPED MODELS AND TOOLS

- 14.1. All developed database models, software tools, training materials are the intellectual property of the Consultant during this Agreement and after any termination of this Agreement.
- 14.2. The Client has full access to the use of all developed database models, software tools, training materials during this Agreement. If this Agreement expires or is terminated, the Client will be supplied with a onetime export of all raw Client owned data and Client pertinent source code for software tools.

15. RELATIONSHIP BETWEEN THE PARTIES

- 15.1.** The Consultant is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

16.0. GOVERNING LAW

- 16.1.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the Province of Ontario.

17.0. NOTICES

- 17.1.** All notices, demands or other communications including notices of address changes required or permitted to be sent hereunder shall be in writing, and sent either by personal delivery, overnight courier or facsimile or e-mail transmission to the respective address of the parties. Any notice, demand or communication delivered in person or by overnight courier shall be deemed to have been received on the day of its delivery and if sent by facsimile transmission or e-mail, on the first business day following its transmission.

18.0. SEVERABILITY

- 18.1.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

19.0. WAIVER

- 19.1.** No term or provision of this Agreement shall be deemed waived by either party, and no breach excused by either party, unless the waiver or consent shall be in writing signed by the party granting such waiver or consent.

20.0. ENTIRE AGREEMENT

20.1. Schedule A together with the terms of this Agreement represents the entire Agreement of the parties and supersedes all previous agreements, proposals or representations written or oral with respect to the Services specified in this Agreement and Schedule A. Modification to Schedule A or this Agreement shall be valid only when made in writing and signed by both parties.

21.0. SUCCESSORS AND ASSIGNS

21.1. Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by either party except with the prior written consent of the other party.

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized representatives as of the reference date.

THE PARTIES AGREE that a facsimile copy signature shall be deemed as effective as an original signature for purposes under this agreement.

SAULT STE. MARIE INNOVATION CENTRE

Per: _____

Per: _____

I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

Per: _____

I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-49

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for engineering services for repairs to the secondary aqueduct for Central Avenue and Farwell Terrace.

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 February 22, 2021 between the City and STEM Engineering Group Incorporated, a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for repairs to the secondary aqueduct for Central Avenue and Farwell Terrace.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of February, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

M.E.A. / C.E.O.
CLIENT / ENGINEER AGREEMENT
FOR
Professional Consulting Services
2021
AGREEMENT CONTENTS

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 22nd day of February A. D. 2021

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to carry out repairs to the secondary Aqueducts on both Central Avenue and Farwell Terrace and whereas these repairs will require engineering details outlining the nature and extent of the repairs. The client intends to have these repair details engineered, drafted as well as the construction work reviewed by the Engineer. This work will involve complete replacement of segments of the aqueducts which have been identified as in need of replacement so they will be able to continue to carryout their function of conveying stormwater during extreme events, and also be safe for the general public that will be utilizing the space at ground level above these aqueducts.

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

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

DEFINITIONS

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

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

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

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

1.2 Compensation

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

1.3 Staff and Methods

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

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

1.4 Drawings and Documents

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

1.5 Intellectual Property

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

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

1.6 **Records and Audit**

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

1.7 **Changes and Alterations and Additional Services**

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

1.8 **Delays**

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

1.9 **Suspension or Termination**

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

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

1.10 **Indemnification**

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

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

1.11 **Insurance**

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

a) Comprehensive General Liability and Automobile Insurance

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

b) Professional Liability Insurance

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

1.12 **Force Majeure**

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer'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 engineers; 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 Engineer to perform its services in an orderly and efficient manner, the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
- i. The Client and the Engineer 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 expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

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

1.23 **Estimates, Schedules and Staff List**

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

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

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

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

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

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

1.23.3 Monthly Reporting of Progress

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

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services provided by the Engineer will include preparation of Engineering Drawings, specifications, contract administration, review and reporting.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

a) Cost of the Work:

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

b) Site:

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

3.2 Basis of Payment

3.2.1 Not applicable

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

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

Job Classifications:

Senior Engineer	\$160.00
Engineer 4	\$140.00
Designer	\$95.00
Clerical	\$60.00

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

3.2.2.2 Time Expended

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

3.2.3 Not applicable

3.2.4 Reimbursable Expenses

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

3.2.5 Upset Cost Limit

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees paid by the Client to the Engineer for the Services shall not exceed the total upset limit of \$95,570.00 plus applicable taxes.
 - (i) **Not applicable**
 - (ii) **Not applicable**

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

3.3 **Payment**

3.3.1 **Fees Calculated on a Time Basis**

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

3.3.2 **Not applicable**

3.3.3 **Terms of Payment**

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

3.4 **Fee Estimate**

Our fee is contained in Schedule A.

Our Engineering fee for this 2021 work, under STEM Project No. 20219, is **\$95,570.00 (+HST)**.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: STEM ENGINEERING GROUP INCORPORATED

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

This 22nd Day of February, 2021

Signature	
Name	MARK COLEMAN, P. Eng.
Title	PRINCIPAL

THE CORPORATION OF CITY OF SAULT STE. MARIE

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

This 22nd Day of February, 2021

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

ARTICLE 5 – ATTACHMENTS – N/A

SCHEDULE "A"

Estimate Sheets

ENGINEERING ESTIMATE

Project: **Central/Farwell Aqueduct Repairs 2021**

Project No. **20219**

Description: **Engineering and Contract Administration**

Date: **January 15, 2021**

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	Allow (MPC)	8	\$160.00	\$1,280.00
	Allow (DM)	3	\$140.00	\$420.00
	Allow (DB)	2	\$95.00	\$190.00
Survey	N/R			
Drafting	Farwell Drawing Updates (MB)	40	\$95.00	\$3,800.00
	Central Civil dwgs (allow for 4 dwgs) (MB)	80	\$95.00	\$7,600.00
	Central Struct Dwgs (allow for 6 dwgs) (KS)	80	\$95.00	\$7,600.00
Engineering	Engineering design & review (DM)	60	\$140.00	\$8,400.00
	Peer review (MPC)	20	\$160.00	\$3,200.00
Checking	All civil and structural dwgs (DM)	60	\$140.00	\$8,400.00
Internal design mtgs	Assume 3 mtgs (incl. kick off and final) 4 x 2hrs x 3 mtgs	24	\$120.00	\$2,880.00
Tendering	Tendering and dwg review and support - allow (DB)	100	\$95.00	\$9,500.00
Supervision	Allow (MPC)	20	\$160.00	\$3,200.00
Site Review	Allow (DB) (18 wks @ 20 hrs/wk)	360	\$95.00	\$34,200.00
Site mtgs, etc	Visits allow (DM)	12	\$140.00	\$1,680.00
	Shop dwgs, etc. (DM)	12	\$140.00	\$1,680.00
Clerical	Allow (JD)	25	\$60.00	\$1,500.00
SUBTOTAL		906		\$ 95,530.00
13% HST				\$12,418.90
TOTAL				\$107,948.90

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2021-46

LANE CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a lane in the Eldridge Subdivision, Plan 1043.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2021-45;

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

1. **LANE CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The lane more particularly described as PIN 31541-0311 (LT) LANE BLK C PL 1043 ST. MARY'S EXCEPT PT 1 1R12005; CITY OF SAULT STE. MARIE, Eldridge Subdivision, Plan 1043, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. **EXECUTION OF DOCUMENTS**

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

3. **EASEMENTS TO BE RETAINED**

The lane is subject to the retention of easements if required.

4. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 22nd day of February, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.

