



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

Monday, May 31, 2021

4:30 pm

Video Conference

	Pages
1. Adoption of Minutes	19 - 37
Mover Councillor R. Niro Seconder Councillor D. Hilsinger Resolved that the Minutes of the Regular Council meeting of May 10, 2021 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
3.1. Councillor M. Shoemaker - By-law 2021-99 (Street Assumptions)	
Party is a client of law firm.	
3.2. Councillor M. Shoemaker - By-law 2021-114 (OP) 249 Old Garden River Road and 260 Millcreek Drive (1544158 Ontario – Carlo China)	
Client of law firm.	
3.3. Councillor M. Shoemaker - By-law 2021-115 (Zoning) 249 Old Garden River Road and 260 Millcreek Drive (1544158 Ontario Inc. – Carlo China)	
Client of law firm	
4. Approve Agenda as Presented	
Mover Councillor R. Niro Seconder Councillor M. Shoemaker	

Resolved that the Agenda for May 31, 2021 and Addenda #1 and #2 City Council meeting as presented be approved.

5. Proclamations/Delegations

5.1. Spina Bifida and Hydrocephalus Awareness Month 38 - 38

5.2. Parks and Recreation Month 39 - 39

5.3. Memorial Wall

Connie Raynor Elliott and Stephanie Poitras

5.4. *Additional Delegation*

Hon. Laurie Scott, Minister of Infrastructure

Hon. Ross Romano, Minister of Training, Colleges and Universities

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that all the items listed under date May 31, 2021 – Agenda item 6 – Consent Agenda save and except agenda item 6.5 and 6.21 be approved as recommended.

6.1. Year End Financial Report – December 31, 2020 40 - 62

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Chief Financial Officer and Treasurer dated May 31, 2021 concerning 2020 year end financial reports be received and that Council approve:

- The 2020 year end reserve transfers
- The new Community Development Fund – Cultural Vitality reserve with an upset limit of \$500,000

6.1.1. *Amended Page 49* 63 - 63

6.2. RFP for One Tanker/Pumper Vehicle – Fire 64 - 65

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated May 31, 2021 concerning RFP for One Tanker/Pumper Vehicle – Fire be received and that acceptance of the proposal submitted by Dependable Emergency Vehicles for the supply and delivery of a Tanker/Pumper Vehicle for \$828,000 plus HST as outlined in their proposal as submitted, as required by SSM Fire Services be approved.

6.3. Uniform Acquisitions – Fire Services

66 - 67

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated May 31, 2021 concerning Uniform Acquisitions – Fire Services be received and that the supply and delivery of uniform services as required by Fire Services be continued through Kitchener Fire Services arrangement with KLE through to December 2022 on an as required basis. Pricing will be as posted through piggy-back agreement.

6.4. Tender for Civic Centre Blinds Phase I

68 - 70

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated May 31, 2021 concerning Tender for Civic Centre Blinds Phase I be received and that the tender for the supply and installation of Phase I Window Blinds as required by Building Services – Public Works be awarded to Floormaster Inc, Brampton at their low tendered price of \$79,999 plus HST.

6.5. RFQ Annual Maintenance and Subscription Fees Dynamics GP

71 - 72

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated May 31, 2021 concerning RFQ Annual Maintenance and Subscription Fees Dynamics GP be received and that the quotation submitted by CentralSquare Canada Software Inc. for Dynamics GP maintenance and subscription fees for the one-year period commencing May 31, 2021, at the quoted cost of \$93,517.74 plus HST, be approved on a sole-source basis.

6.6. Tender for One Vacuum Truck – Public Works 73 - 75

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated May 31, 2021 concerning Tender for One Vacuum Truck – Public Works be received and that the tender for the supply and delivery of one (1) vacuum body tandem truck as required by Public Works and Engineering Services be awarded to TMS Truck Centre at their low tendered price of \$521,834 plus HST.

6.7. Tender for Two Motor Graders 76 - 78

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated May 31, 2021 concerning Tender for Two Motor Graders be received and that the tender for the supply and delivery of two (2) graders as required by Public Works and Engineering Services be awarded to Brandt Tractor Ltd. at their low tendered price, including maintenance agreement, of \$455,579.24 per unit plus HST;

Further that the purchase be funded from an annual repayment from PWES Operations Hired Equipment Operating account of \$130,000 for the next 7.5 years.

6.8. Municipal App 79 - 81

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated May 31, 2021 concerning the development of a municipal app be received as information.

6.9. Annual Report – Operations 2020 ECNHS Historic Sites Board 82 - 97

A report of the Curator, Ermatinger Clergue National Historic Site is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

That the report of the Curator of the Ermatinger Clergue National Historic Site

dated May 31, 2021 concerning the Annual Report – Operations 2020 Ermatinger Clergue National Historic Site Historic Sites Board be received.

6.10. Ownership Change – Soo Thunderbirds Hockey Club Inc. 98 - 99

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

The relevant By-law 2021-107 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11. GFL Memorial Gardens Agreements 100 - 102

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

The relevant By-laws 2021-111, 2021-112, and 2021-113 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12. Sail Superior Zodiac Tours – Fee Waiver 103 - 111

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Director of Community Services dated May 31, 2021 concerning Sail Superior Zodiac Tours – Fee Waiver be received and that Council approve the waiving of users fees to facilitate the Sail Superior pilot from August 7 to August 15, 2021.

6.13. CommunityPass Pilot 112 - 133

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

The relevant By-law 2021-108 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.14. Tourism Development Fund 134 - 152

A report of the Director of Tourism and Community Development is attached for the consideration of Council.

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Director of Tourism and Community Development dated May 31, 2021 concerning the establishment of the Tourism Development Fund be received and that Council approve the workflow and criteria as presented in attachments A and B for the Tourism Development Fund;

And, that Council permit a delegation of authority to enable the Deputy CAO, Community Development and Enterprise Services or his/her designate to sign Tourism Development Fund agreements for contributions approved by City Council.

A by-law will appear on a future Council Agenda.

6.15. Tourism Sault Ste. Marie – Management Agreement and Designated Entity to Receive MAT Proceeds 153 - 155

A report of the Director of Tourism and Community Development is attached for the consideration of Council.

The relevant By-laws 2021-109 and 2021-118 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16. Designated Heritage Property Grant – 143 McGregor Avenue 156 - 158

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Recreation and Culture dated May 31, 2021 concerning Designated Heritage Property Grant – 143 McGregor Avenue for a grant in the amount of \$3,000 to support the replacement of the cedar shingle roof at 143 McGregor Avenue be approved; and further that payment be rendered upon submission of the paid contractor's invoices and final approval of the of the project by the Sault Ste. Marie Municipal Heritage Committee.

6.17. Designated Heritage Property Grant – 36 Herrick Street 159 - 161

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the report of the Manager of Recreation and Culture dated May 31, 2021 concerning Designated Heritage Property Grant – 36 Herrick Street for a grant in the amount of \$3,000 to support the repair and replacement front stairs at 34-36 Herrick Street be approved; further that payment be rendered upon submission of the paid contractor's invoices and final approval of the of the project by the Sault Ste. Marie Municipal Heritage Committee.

6.18. Municipal Law Enforcement Officers 162 - 162

A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-law 2021-98 is listed under item 11 of the Agenda and will be

read with all by-laws under that item.

- 6.19. DCIP – Financial Incentive Grant Applications – May 2021** 163 - 169
- A report of the Senior Planner is attached for the consideration of Council.
- Mover Councillor M. Bruni
Seconder Councillor D. Hilsinger
Resolved that the report of the Senior Planner dated May 31, 2021 concerning Downtown Community Improvement Plan Financial Incentive applications be received and that the following grant applications be approved:
1. 551-553 Queen Street East, Missanabie Cree Business Corporation – Façade Improvement Grant of \$20,000
 2. 557-559 Queen Street East, Missanabie First Nation – Façade Improvement Grant of \$20,000
 3. 117 Spring Street, FC Team (Michael Flammia) – Building Activation Grant of \$20,000
 4. 636 Queen Street East, Case's Music (Carrie Suriano/Jake Rendell) – Façade Improvement Grant of \$20,000
- 6.20. 2021 Resurfacing Program** 170 - 172
- A report of the Director of Engineering is attached for the consideration of Council.
- Mover Councillor R. Niro
Seconder Councillor D. Hilsinger
Resolved that the report of the Director of Engineering dated May 31, 2021 concerning 2021 Resurfacing Program be received and that the 2021 road resurfacing program be approved.
- 6.21. Shopping Carts** 173 - 179
- A report of the Assistant City Solicitor / Senior Litigation Counsel, Chief Building Official, and Director of Public Works is attached for the consideration of Council.
- The relevant By-law 2021-92 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.22. Frank Cowan Insurance – Claim Handling Agreement** 180 - 181
- A report of the Assistant City Solicitor / Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-law 2021-116 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

- 6.23. Lane Assumption, Closing and Conveyance – Harris and Buckley Subdivision Abutting 298 Fifth Avenue** 182 - 184
- A report of the Solicitor / Prosecutor is attached for the consideration of Council.
- The relevant By-laws 2021-100 and 2021-101 are listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.24. Long-Term Care Homes** 185 - 187
- A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.
- Mover Councillor R. Niro
Seconder Councillor D. Hilsinger
Resolved that the report of the Director of Planning and Enterprise Services dated May 31, 2021 concerning the feasibility of creating a Community Improvement Plan which provides an incentive to encourage the development of additional nursing home facilities be received as information and that Council take no further action at this time.
- 6.25. Affordable Housing Information Report** 188 - 195
- A report of the Senior Planner is attached for the consideration of Council.
- Mover Councillor R. Niro
Seconder Councillor M. Shoemaker
Resolved that the report of the Senior Planner dated May 31, 2021 concerning Affordable Housing Information Report be received and that Council authorize staff to proceed with public outreach and formal public notice upon the intent to repeal Housing Policy 6 and replace with the policies described therein.
- 7. Reports of City Departments, Boards and Committees**
- 7.1. Administration**
- 7.1.1. Memorial Wall** 196 - 198
- A report of the Chief Administrative Officer is attached for the consideration of Council.
- Mover Councillor R. Niro
Seconder Councillor M. Shoemaker
Resolved that the report of the CAO, dated May 31, 2021 concerning Memorial Wall be received and that Council approve the fabrication of the wall in the landscaped area north of the Ronald A. Irwin Civic Centre at an estimated cost of \$4,000 to be funded from the Mayor's Office operating budget.

7.2. Corporate Services

7.3. Community Development and Enterprise Services

7.3.1. Northern Community Centre – Twin Pad Expansion 199 - 257

A report of the Manager of Purchasing, Chief Financial Officer and Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing, Chief Financial Officer and Deputy CAO, Community Development and Enterprise Services dated May 31, 2021 concerning Northern Community Centre Twin Pad Expansion be received and that the tender for NCC – Twin Pad Expansion be awarded to Ellis Don Corporation, at their low tendered base price, meeting specifications of \$27,900,000 plus HST and that the City's consultant be authorized to issue the needed letter of intent for the project be approved;

Further that City Council approve that the Architecture and Design fees budget be increased by \$338,420 to an upset limit of \$1,648,430;

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

Mover Councillor R. Niro

Seconder Councillor P. Christian

Resolved that the words: "Further that City Council approve utilizing \$2,610,000 of the announced 2021 increase to the Canada-Community Building fund for the project" be deleted.

Mover Councillor M. Shoemaker

Seconder Councillor M. Bruni

Resolved that "Option 2 – Walking Track with Bowl Windows" be added into the construction project for a total tender cost of \$29,319,000.

7.3.1.1. *Revised Financing-NCC Twin Pad Expansion* 258 - 260

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Chief Financial Officer and Treasurer dated May 31, 2021 regarding the revised financing plan for the NCC Twin Pad Expansion be received as information.

7.4. Public Works and Engineering Services

7.5.	Fire Services	
7.6.	Legal	
7.7.	Planning	
7.7.1.	A-10-21-Z.OP 1306 Peoples Road (Ontario Aboriginal Housing)	261 - 280
	A report of the Senior Planner is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor M. Shoemaker	
	Resolved that the report of the Senior Planner dated May 31, 2021 concerning Application A-10-21-Z.OP be received and that Council approve Official Plan Amendment 233 and redesignate the subject property from Rural Area to Residential on Land Use Schedule 'C' of the Official Plan and that Council rezone the subject property from Rural Area Zone (RA) to Low Density Residential Zone (R3.S) with a special exception to reduce the required frontage from 20m to 16m;	
	And that Council deems the property subject to site plan control;	
	And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.	
7.7.1.1.	<i>Additional Correspondence</i>	281 - 287
7.7.2.	A-11-21-Z 177 Brock Street (Sault Ste. Marie Housing Corporation)	288 - 298
	A report of the Planner is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor D. Hilsinger	
	Resolved that the report of the Planner dated May 31, 2021 concerning rezoning application A-11-21-Z be received and that Council rezone 177 Brock Street from Commercial Transitional Zone (CT2) to Central Commercial Zone (C2);	
	And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.	
7.7.2.1.	<i>Additional Correspondence</i>	299 - 302
7.8.	Boards and Committees	
8.	Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council	
8.1.	Interest and Penalties on Taxes	

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

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 in February 2021 the Council of the City of Sault Ste. Marie waived interest and penalties on late payment of the tax installments that came due from January 1, 2021 to June 30, 2021 due to further lockdowns being imposed; and

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

Whereas continued stay-at-home orders and emergency orders have affected the ability of local businesses to stay afloat through these challenging times; and

Whereas the Council of the City of Sault Ste. Marie must assist businesses to the extent possible;

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

8.2. Adventure Bus

Mover Councillor S. Hollingsworth

Seconder Councillor P. Christian

Whereas on March 29, 2021 Sault Ste. Marie City Council approved a pilot project to provide transit services to Pointe des Chenes beach during summer weekends in 2021; and

Whereas Sault Ste. Marie has many outdoor attractions and activities that are not currently accessible by public transit, including Hiawatha Highlands;

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 after Labour Day to bring residents from one or both of the transit transfer hubs to Hiawatha Highlands.

8.3. Railway Crossings

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Whereas there are many railway crossing within the boundaries of the City of Sault Ste. Marie; and

Whereas there are many different arrangements for each crossing through agreements between the City and the different rail entities that own the respective lines and/or Transport Canada order; and

Whereas there are different causes for degradation in the structural condition of these crossings, not the least of which being our harsh climate and the extreme conditions these crossing are exposed to; and

Whereas it is very important that these railway crossings are maintained for the safety of the people and cargo being transported on the rails, as well as for the safety and protection of those crossing them with their vehicles; and

Whereas when these crossings are not regularly and properly maintained they could lead to significant damage to a crossing motor vehicle(s) that could result in a serious expense to the family or business who own/operate the vehicle;

Now Therefore Be It Resolved that City staff be requested to prepare a report to City Council that includes the most up to date schedule for maintenance of each of the crossings within the boundaries of the City of Sault Ste. Marie, along with which parties are involved in the maintenance plan for each crossing, and the City's share and/or responsibilities at each of these crossings.

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 R. Niro

Seconder Councillor D. Hilsinger

Resolved that all By-laws under item 11 of the Agenda under date May 31, 2021 save and except By-laws 2021-92, 2021-99, 2021-114 and 2021-115 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 2021-92 (Shopping Carts)

303 - 310

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-92 being a by-law to prevent and control the abandonment of shopping carts on City Property, highways or any land within the City of Sault Ste. Marie outside of an owner's premises and to authorize

the disposal by the City of abandoned shopping carts be passed in open Council this 31st day of May, 2021.

- 11.1.2. By-law 2021-98 (Parking) By-law Enforcement Officers Amend By-law 93-165** 311 - 312
- A report from the Manager of Transit and Parking is on the Agenda.
- Mover Councillor R. Niro
Seconded Councillor D. Hilsinger
Resolved that By-law 2021-98 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 31st day of May, 2021.
- 11.1.3. By-law 2021-99 (Street Assumptions)** 313 - 314
- Councillor M. Shoemaker declared a conflict on this item. (Party is a client of law firm.)
Mover Councillor R. Niro
Seconded Councillor D. Hilsinger
Resolved that By-law 2021-99 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 31st day of May, 2021.
- 11.1.4. By-law 2021-100 (Lane Assumption) Abutting 298 Fifth Avenue** 315 - 316
- A report from the Solicitor/Prosecutor is on the Agenda.
- Mover Councillor R. Niro
Seconded Councillor D. Hilsinger
Resolved that By-law 2021-100 being a by-law to assume for public use and establish as a public lane, the lane more particularly described as PT PIN 31590-0276 (LT) 12 FT LANE PL M30 KORAH ALONG LT 203 ONLY; CITY OF SAULT STE. MARIE, Harris and Buckley Subdivision be passed in open Council this 31st day of May, 2021.
- 11.1.5. By-law 2021-102 (Zoning) 2176 Queen Street East (Ruscio Masonry and Construction Limited c/o Dave Ruscio)** 317 - 319
- Council Report was passed by Council Resolution on May 10, 2021.
- Mover Councillor R. Niro
Seconded Councillor D. Hilsinger
Resolved that By-law 2021-21 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 2176 Queen Street East (Ruscio Masonry and Construction Limited c/o Dave Ruscio) passed in open Council this 31st day of May, 2021.
- 11.1.6. By-law 2021-103 (Official Plan Amendment) 885 Second Line East (Ruscio** 320 - 322

Developments Inc. c/o Joe Ruscio)

Council Report was passed by Council resolution on May 10, 2021.

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-103 being a by-law to adopt Amendment No. 233 to the Official Plan for the City of Sault Ste. Marie (Ruscio Developments Inc. 885 Second Line East) be passed in open Council this 31st day of May, 2021.

11.1.7. By-law 2021-104 (Zoning) 885 Second Line East (Ruscio Developments Inc. c/o Joe Ruscio) 323 - 324

Council Report was passed by Council resolution on May 10, 2021.

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-104 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 885 Second Line East (Ruscio Developments Inc. c/o Joe Ruscio) be passed in open Council this 31st day of May, 2021.

11.1.8. By-law 2021-105 (Development Control) 885 Second Line East (Ruscio Developments Inc. c/o Joe Ruscio) 325 - 327

Council Report was passed by Council resolution on May 10, 2021.

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-105 being a by-law to designate the lands located at 885 Second Line East an area of site plan control (Ruscio Developments Inc. c/o Dave Ruscio) be passed in open Council this 31st day of May, 2021.

11.1.9. By-law 2021-106 (Zoning) Amendment to Outdoor Patios 328 - 328

Council report was passed by Council Resolution on May 10, 2021.

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-106 being a by-law to amend The Corporation of the City of Sault Ste. Marie Zoning By-law 2005-150 by adding exemptions for outdoor patio parking be passed in open Council this 31st day of May, 2021.

11.1.10. By-law 2021-107 (Agreement) Soo Thunderbirds Hockey Club Incorporated 329 - 336

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-107 being a by-law to authorize the execution of the Agreement between the City and Soo Thunderbirds Hockey Club Incorporated for the use of the John Rhodes Community Centre be passed in open Council this 31st day of May, 2021.

11.1.11. By-law 2021-108 (Agreement) My Community Health Inc. Community Pass App 337 - 347

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-108 being a by-law to authorize the execution of the Agreement and the Memorandum of Understanding between the City and My Community Health Inc. for a six month pilot project for the CommunityPass app be passed in open Council this 31st day of May, 2021.

11.1.12. By-law 2021-109 (Agreement) Tourism Sault Ste. Marie MAT 348 - 353

A report from the Director Tourism and Community Development is on the Agenda.

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-109 being a by-law to authorize the execution of the Memorandum of Understanding between the City and Tourism Sault Ste. Marie for the Municipal Transient Accommodation Tax (MAT) be passed in open Council this 31st day of May, 2021.

11.1.13. By-law 2021-118 (Agreement) Tourism SSM Management Agreement 354 - 360

A report from the Director of Tourism and Community Development is on the Agenda.

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-118 being a by-law to authorize the execution of a Management Agreement between the City and Tourism Sault Ste. Marie be passed in open Council this 31st day of May, 2021.

11.1.14. By-law 2021-110 (Engineering) WSP Canada Inc. – Elizabeth Street Sanitary Sewer Replacement 361 - 410

Council Report was passed by Council Resolution on April 12, 2021.

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-110 being a by-law to authorize the execution of the Agreement between the City and WSP Canada Inc. for professional consulting services for the Elizabeth Street sanitary sewer replacement be passed in open Council this 31st day of May, 2021.

11.1.15. By-law 2021-111 (Agreement) Naming Rights GFL Memorial Gardens 411 - 414

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-111 being a by-law to authorize the execution of the Amending Agreement between the City and GFL Environmental Inc. for the Naming Rights of the GFL Memorial Gardens be passed in open Council this 31st day of May, 2021.

11.1.16. By-law 2021-112 (Agreement) Molson Canada 2005 Pouring Rights GFL Memorial Gardens 415 - 418

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-112 being a by-law to authorize the execution of the Amending Agreement between the City and Molson Canada 2005 for the Pouring Rights of the GFL Memorial Gardens be passed in open Council this 31st day of May, 2021.

11.1.17. By-law 2021-113 (Agreement) Pepsico Beverage Canada GFL Memorial Gardens 419 - 422

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-113 being a by-law to authorize the execution of the Amending Agreement between the City and Pepsico Beverages Canada, a Business Unit of Pepsico Canada ULC for the Beverage Rights of the GFL Memorial Gardens be passed in open Council this 31st day of May, 2021.

11.1.18. By-law 2021-114 (OP) 249 Old Garden River Road and 260 Millcreek Drive (1544158 Ontario – Carlo China) 423 - 425

Council Report was passed by Council resolution on May 10, 2021

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-114 being a by-law to adopt Amendment No. 232

to the Official Plan for the City of Sault Ste. Marie (1544158 Ontario Inc. c/o Carlo China – 249 Old Garden River Road and 260 Millcreek Drive) be passed in open Council this 31st day of May, 2021.

- 11.1.19. By-law 2021-115 (Zoning) 249 Old Garden River Road and 260 Millcreek Drive (1544158 Ontario Inc. – Carlo China) 426 - 429**

Council Report was passed by Council resolution on May 10, 2021.

Councillor M. Shoemaker declared a conflict on this item. (Client of law firm)
Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-115 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 concerning lands located at 249 Old Garden River Road and 260 Millcreek Drive (1544158 Ontario Inc. c/o Carlo China) be passed in open Council this 31st day of May, 2021.

- 11.1.20. By-law 2021-116 (Agreement) Claims Handling 430 - 433**

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-116 being a by-law to to authorize the execution of the Agreement between the City and Intact Public Entities Inc. for claim handling be passed in open Council this 31st day of May, 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 2021-101 (Lane Closing and Conveyance) Abutting 298 Fifth Avenue 434 - 435**

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-101 being a by-law to stop up, close and authorize the conveyance of a lane in the Harris and Buckley Subdivision, Plan M30 be read a FIRST and SECOND time in open Council this 31st day of May, 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 M. Bruni

Seconder Councillor D. Hilsinger

Resolved that this Council move into closed session to discuss one item concerning solicitor-client privilege and three items concerning the disposition of land;

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.

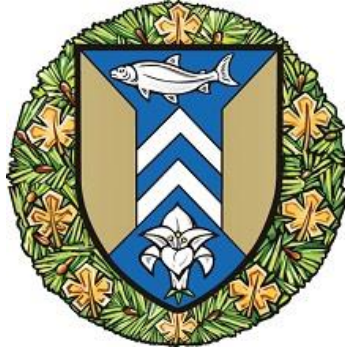
Municipal Act R.S.O. 2002 – section 239 2 (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose and section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality

14. Adjournment

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, May 10, 2021

4:00 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, P. Niro, B. Lamming, M. Zuppa, C. Rumiel, P. Tonazzo, F. Coccimiglio (Manager), F. Coccimiglio (DBA), T. Vecchio, V. McLeod

13. Closed Session

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that this Council proceed into closed session as the shareholder to consider one item – Sault Ste. Marie Smart Grid.

(Municipal Act R.S.O. 2002 – section 239 (2) (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value)

Carried

1. Adoption of Minutes

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the Minutes of the Regular Council meeting of April 26, 2021 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Councillor R. Niro - Memorandum of Settlement – SSM Professional Firefighters Association Local 529

Brother was employed as a firefighter for part of 2019 settlement.

3.2 Councillor L. Vezeau-Allen – Memorandum of Settlement – SSM Professional Firefighters Association Local 529

Family member is employed as a firefighter.

3.3 Councillor M. Shoemaker – A-8-21-Z-OP 57T-21-503 249 Old Garden River Road and 260 Millcreek Drive (Fremlin)

Applicant is a client of law firm.

3.4 Councillor S. Hollingsworth – A-8-21-Z-OP 57T-21-503 249 Old Garden River Road and 260 Millcreek Drive (Fremlin)

Applicant is a family member.

4. Approve Agenda as Presented

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the Agenda for May 10, 2021 City Council meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Personal Support Workers Day

5.2 Menstrual Health Day

5.3 Falun Dafa Day

5.4 May is Museum Month

5.5 Asian Heritage Month

5.6 Brain Tumour Awareness Month

5.7 PUC Inc. – Sault Smart Grid

Jim Boniferro, Chair and Robert Brewer, President, Chief Executive Officer were in attendance.

5.8 Downtown Plaza Update

Colin Berman, Principal, Brook McIlroy was in attendance.

5.9 A-4-21-A 2176 Queen Street East

The applicant, Dave Ruscio, and his counsel, Carlo Spadafora were in attendance.

5.10 A-7-21-Z Proposed Zoning Amendment for Outdoor Seasonal Patios

Noah Edwards was in attendance to speak against the amendment.

5.11 A-8-21-Z-OP 57T-21-503 249 Old Garden River Road and 260 Millcreek Drive

The applicant, Dan Fremlin, and John McDonald and Kevin Jarus, Tulloch Engineering were in attendance.

Roseanne Allega and Noah Edwards were in attendance to speak against the application.

5.12 A-9-21-Z.OP 885 Second Line East

The applicant, Joe Ruscio, and his counsel, Carlo Spadafora were in attendance.

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that all the items listed under date May 10, 2021 – Agenda item 6 – Consent Agenda save and except Agenda items 6.1 and 6.6 be approved as recommended.

Carried

6.2 Tenders for Equipment Purchase – Public Works

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

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Manager of Purchasing dated May 10, 2021 concerning Tenders for Equipment Purchase be received and that the tenders for the supply and delivery of seven (7) various pieces of equipment be awarded as follows:

One (1) Portable Asphalt Hot Box to Johnstone Brothers Equipment – \$41,495.00

One (1) Sidewalk Sander to FST Canada Inc. (o/a Joe Johnson Equipment) – \$16,500.00

Three (3) ½-Ton Pickup Trucks to Maitland Ford Lincoln – \$111,015.00 (Licencing Extra)
One (1) Brush Chipper to Vermeer Canada – \$97,300.00
One (1) 60-inch Riding Mower to Northshore Tractor – \$23,000.00
for the total amount of \$294,401.86 including non-rebateable HST.

Carried

6.3 Property Taxes on Vested Properties

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Taxation dated May 10, 2021 concerning Property Taxes on Vested Properties be received and that the tax records be amended pursuant to section 354 of the *Municipal Act*.

Carried

6.4 Appointment of Municipal Auditor

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

The relevant By-law 2021-85 is listed under item 11 of the Minutes.

6.5 Economic Development Fund Commitment Cancellations

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

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Chief Financial Officer and Treasurer dated May 10, 2021 concerning the cancellation of various Economic Development Fund (EDF) commitments be received and that the uncommitted funds be put to the Community Development Fund – Economic Development stream for current priorities.

Carried

6.7 Cultural Financial Assistance Grant – Downtown Association

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Manager of Recreation and Culture dated May 10, 2021 concerning Cultural Financial Assistance Grant – Downtown Association be received and that

the recommendation of the Cultural Vitality Committee to allocate \$10,000 towards the project be approved.

Carried

6.8 Ontario Heritage Act – Part IV Designation of Wawanosh Monument

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Manager of Recreation and Culture dated May 10, 2021 concerning *Ontario Heritage Act – Part IV* Designation of Wawanosh Monument be received and that the recommendation by the Sault Ste. Marie Municipal Heritage Committee to designate the Wawanosh Monument under the Part IV of the *Ontario Heritage Act* be approved.

Carried

6.9 May is Museum Month 2021

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

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Curator, Ermatinger Clergue National Historic Site dated May 10, 2021 be received as information.

Carried

6.10 Firearms By-law Exemptions Ermatinger Clergue National Historic Site

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

The relevant By-law 2021-89 is listed under item 11 of the Minutes.

6.11 Mark Street Reconstruction

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

The relevant By-laws 2021-96 and 2021-97 are listed under item 11 of the Minutes.

6.12 2021 Aqueduct Repairs

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

The relevant By-law 2021-95 is listed under item 11 of the Minutes.

6.13 2021 Ditching Program

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

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Director of Public Works dated May 10, 2021 concerning Public Works 2021 Ditching Program be received as information.

Carried

6.14 Sackville Yard Watermain Project – Use of Operational Budget

The report of the Area Coordinator, Wastewater was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Area Coordinator, Wastewater dated May 10, 2021 concerning Sackville Yard Watermain Project be received, and that utilizing the operations budget to offset costs of labour, equipment and asphalt for the watermain installation project through the Sackville Yard be approved.

Carried

6.15 Court Security and Prisoner Transportation Agreement

The report of the City Solicitor was received by Council.

The relevant By-law 2021-91 is listed under item 11 of the Minutes.

6.16 Frank Cowan Insurance – Indemnity and Non-Accumulation of Limits agreements

The report of the Risk Manager was received by Council.

The relevant By-laws 2021-86, 2021-87 and 2021-88 are listed under item 11 of the Minutes.

6.17 Memorandum of Settlement – SSM Professional Firefighters Association Local 529

Councillor R. Niro declared a conflict on this item. (Brother was employed as a firefighter for part of 2019 settlement.)

Councillor L. Vezeau-Allen declared a conflict on this item. (Family member is employed as a firefighter.)

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

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Director of Human Resources dated May 10, 2021 concerning Memorandum of Settlement – SSM Professional Firefighters Association Local 529 be received and that the attached Memorandum of Settlement be ratified.

Carried

6.1 Tender for Vacuum Truck – Public Works

This item was pulled from the Agenda as there was a change in specifications requiring re-tendering.

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

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated May 10, 2021 concerning Tender for Vacuum Truck be received and that the tender for the supply and delivery of one (1) vacuum body tandem truck as required by Public Works and Engineering Services be awarded to TMS Truck Centre at their tendered price of \$521,834.00 plus HST.

6.6 Open Data

The report of the Manager of Information Technology was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Information Technology dated May 10, 2021 concerning Open Data plan and strategy be received as information.

Amendment:

Moved by: Councillor M. Shoemaker

Seconded by: Councillor M. Scott

Resolved that the matter be referred back to staff for further costing information.

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

Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 Downtown Plaza Update

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

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated May 10, 2021 concerning development of the downtown plaza be received and that Council authorize an additional \$1,472,068 in funding to come from the Community Growth Initiatives line item in 2022, 2023 and 2024;

Further that Council approve the plaza development with a total project cost of \$8,447,068 with a total City contribution of \$5,347,068 and expected annual operating costs of \$265,000;

Further that Council authorize staff to finalize the construction drawings and issue a tender for the construction of the downtown plaza with the plaza construction cost and fees estimated to be \$7,844,000;

Further that Council confirms that the City will be responsible for any cost overruns in the project or any shortfall in fundraising.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		

Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	11	0	0

Carried

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-4-21-Z 2176 Queen Street East (Ruscio Masonry and Construction Limited c/o Dave Ruscio)

The report of the Planner was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Planner dated May 10, 2021 concerning rezoning application A-4-21-Z be received and that Council rezone 2176 Queen Street East from General Commercial Zone (C4.S162) with Special Exception 162 to General Commercial Zone (C4.S162 amended) with an amended "Special Exception" to Block A therein only, in addition to those uses permitted in a C4 zone save for accommodation services, day care facilities, nursing and residential care facilities, residential dwellings, on the subject property:

1. Permit a personal storage facility without the requirement that such facility be in association with a motor vehicle sales and parts dealer;
2. Establish any building shall be set back a minimum of 8m from the west lot line and 10m from the rear lot line;
3. Permit a visually solid fence as a component that may be used to visually screen outdoor storage areas; and
4. Prohibit any automobiles, boats or recreational vehicle that are wrecked, dismantled or inoperative.

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

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

Carried

7.7.2 A-7-21-Z Proposed Zoning Amendment for Outdoor Seasonal Patios

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

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Planning Director dated May 10, 2021 concerning zoning amendment A-7-21-Z – outdoor seasonal patios be received and that Council amend the zoning by-law as follows:

1. Seasonal outdoor patios are defined as not intended for year-round operation and which operate less than 200 days each year.
2. Seasonal outdoor patios do not require any additional parking.
3. Up to 25% of other required parking may be used for a seasonal outdoor patio provided that it does not abut a residentially zoned property. All required barrier free parking spaces must be maintained.

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

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

Carried

7.7.3 A-8-21-Z-OP 57T-21-503 249 Old Garden River Road and 260 Millcreek Drive (Fremlin)

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

Councillor S. Hollingsworth declared a conflict on this item. (Applicant is a family member.)

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor M. Scott

Resolved that the report of the Senior Planner dated May 10, 2021 concerning rezoning and official plan amendment application A-8-21-Z.OP and draft plan of subdivision application 57T-21-503 be received and that Council approve the application in the following manner:

1. That Council approve Official Plan Amendment 232 by way of a map change to redesignate the subject properties from 'Institutional' to 'Residential' on Land use Schedule C. Furthermore, that Council approve a notwithstanding clause to Policy HO.6, to waive the requirement that at least 30% of all dwelling units be affordable.

2. That Council approve the Draft Plan of Subdivision dated January 18, 2021 subject to the conditions to Draft Approval attached as Appendix A.
3. That Council rezones the subject properties in the following manner, as shown on the attached Draft Plan dated January 18, 2021:
 - a. That Lots 38 to 54 be rezoned from Institutional Zone (I) to Low Density Residential Zone (R3).
 - b. That Block 56 be rezoned from Institutional Zone (I) to Parks and Recreation Zone (PR)
 - c. That Lots 1-37 and Blocks 57 and 58 be rezoned from Institutional Zone (I) to Single Detached Residential Zone (R2)

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

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	conflict		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	conflict		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	2

Carried

7.7.4 A-9-21-Z.OP 885 Second Line East (Ruscio Developments Inc. c/o Joe Ruscio)

The report of the Planner was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

Resolved that the report of the Planner dated May 10, 2021 concerning rezoning and official plan amendment application A-9-21-Z.OP be received and that Council approve Official Plan Amendment #233 to permit industrial uses on the subject property; and

Further that Council rezone 885 Second Line East from Rural Area (RA) Zone to Light Industrial (M1) Zone;

And that the subject property be deemed subject to site plan control as per section 41 of the *Planning Act*;

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

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

Carried

7.8 Boards and Committees

7.8.1 PUC Inc. – Shareholder

Moved by: Councillor R. Niro

Seconded by: Councillor D. Hilsinger

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

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

Carried

Resolution of the Shareholder – PUC Inc.

Be It Resolved that in accordance with clause (g) of Schedule A of the Shareholder Agreement with PUC Inc., that the City of Sault Ste. Marie hereby approves the capital expenditure and associated financing for the Smart Grid project.

The undersigned being the sole Shareholder of the Corporation hereby signs each and every one of the foregoing resolutions pursuant to the provisions of the Ontario Business Corporations Act.

7.8.2 Boards and Committees of Council Review

The report of the Deputy City Clerk was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor C. Gardi

Resolved that the report of the Deputy City Clerk dated May 10, 2021 concerning Boards and Committees of Council Review be received and that the City Clerk, Deputy City Clerk, City Solicitor, Deputy CAO, Community Development and Enterprise Services, Manager of Recreation and Culture, Councillor M. Shoemaker, Councillor M. Bruni and Councillor D. Hilsinger be appointed to the Boards and Committees Review Task Force.

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

Councillor M. Scott X

Results 11 0 0

Carried

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

8.1 Re-opening of Outdoor Rink – Mike Zuke Park

Moved by: Councillor M. Scott

Seconded by: Councillor M. Shoemaker

Whereas Sault Ste. Marie has a long and storied history of hockey throughout the community; and

Whereas in the past year the importance of outdoor activities, for both physical and mental health, has increased due to the ongoing COVID 19 pandemic; and

Whereas there is an increased demand for access to these activities across the city, specifically for an outdoor rink in Ward 5; and

Whereas the legacy of one of Sault Ste. Marie's most selfless individuals should continue to be honoured in a way that is most fitting

Now Therefore Be It Resolved that Council direct Staff to include the reopening and operation of a community outdoor rink at Mike Zuke Park in the 2022 budget for Council's consideration.

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

Councillor C. Gardi X

Councillor M. Scott X

Results 11 0 0

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that all By-laws under item 11 of the Agenda under date May 10, 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 2021-85 (Finance) Appointment KPMG Auditor

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-85 being a by-law to to appoint the firm of KPMG LLP as municipal auditor to provide External Audit Services as required by the City of Sault Ste. Marie be passed in open Council this 10th day of May, 2021.

Carried

11.1.2 By-law 2021-86 (Agreement) Insurance Non-Accumulation of Limits

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-86 being a by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Non-Accumulation of Limits be passed in open Council this 10th day of May, 2021.

Carried

11.1.3 By-law 2021-87 (Agreement) Indemnity Transit

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-87 being a by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Indemnity Agreement Transit be passed in open Council this 10th day of May, 2021.

Carried

11.1.4 By-law 2021-88 (Agreement) Indemnity Agreement Fleet

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-88 being a by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Indemnity Agreement Fleet be passed in open Council this 10th day of May, 2021.

Carried

11.1.5 By-law 2021-89 (Exemption Noise and Firearms By-laws) Ermatinger Clergue

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-89 being a by-law to exempt the Ermatinger•Clergue National Historic Site, from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie be passed in open Council this 10th day of May, 2021.

Carried

11.1.6 By-law 2021-90 (Zoning) 883 Trunk Road (1584920 Ontario Inc./Whalen)

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-90 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 883 Trunk Road (1584920 Ontario Inc. c/o Christine Whalen) be passed in open Council this 10th day of May, 2021.

Carried

11.1.7 By-law 2021-91 (Agreement) Court Security and Prisoner Transportation

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-91 being a by-law to authorize the execution of the Agreement between the Her Majesty the Queen in right of Ontario as represented by the Solicitor General for funding for court security and prisoner transport until December 31, 2021 be passed in open Council this 10th day of May, 2021.

Carried

11.1.8 By-law 2021-93 (Agreement) Foundation Restoration Repair Ermatinger

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-93 being a by-law to authorize the execution of the Agreement between the City and 818185 Ontario Inc. o/a Robertson Restoration for foundation restoration repair at the Ermatinger-Clergue National Historic Site be passed in open Council this 10th day of May, 2021.

Carried

11.1.9 By-law 2021-94 (Agreement) Roof Replacement Roberta Bondar Park

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-94 being a by-law to authorize the execution of the Agreement between the City and Maverick & Son Exteriors and Consulting Services Inc. for roof replacement at Roberta Bondar Park be passed in open Council this 10th day of May, 2021.

Carried

11.1.10 By-law 2021-95 (Agreement) Avery Construction Limited Aqueduct Repairs Central Street and Farwell Terrace (Contract 2021-4E)

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-95 being a by-law to authorize the execution of the contract between the City and Avery Construction Limited for the aqueduct partial replacements for Central Street and Farwell Terrace (Contract 21-4E) be passed in open Council this 10th day of May, 2021.

Carried

11.1.11 By-law 2021-96 (Agreement) Trimount Construction Group Inc. Mark Street Reconstruction (Contract 2021-2E)

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-96 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group Inc. for the reconstruction of Mark Street be passed in open Council this 10th day of May, 2021.

Carried

11.1.12 By-law 2021-97 (Temporary Street Closing) Mark Street Reconstruction

Moved by: Councillor M. Bruni

Seconded by: Councillor D. Hilsinger

Resolved that By-law 2021-97 being a by-law to permit the temporary closing of Mark Street between Churchill Boulevard and Lake Street from May 15, 2021 to November 30, 2021 be passed in open Council this 10th day of May, 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

14. Adjournment

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Hydrocephalus is an excessive accumulation of fluid in the brain. It may be present at birth or may develop at any stage later in life; and

WHEREAS Spina bifida is a birth defect that develops within the first four weeks of pregnancy resulting in varying degrees of permanent neurological damage; and

WHEREAS There is no cure for either of these conditions that result in varying degrees of disability; and

WHEREAS Hydrocephalus Canada serves people with spina bifida and hydrocephalus, their families and the public; and

WHEREAS Health Canada has proclaimed June as Spina Bifida and Hydrocephalus Awareness Month; and

WHEREAS There are many people who are not aware of the Association or that it offers support, information and education programming, and funds research into the prevention and treatment of these conditions; and

WHEREAS Hydrocephalus Canada encourages all Ontarians to learn more about these conditions and to appreciate the challenges faced by individuals affected by them:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim the month of **June 2021** to be “**Spina Bifida and Hydrocephalus Awareness Month**” in the City of Sault Ste. Marie and I urge all citizens to give full consideration and attention to the Spina Bifida and Hydrocephalus Association of Ontario for their work on behalf of those with spina bifida and hydrocephalus and their families.

Signed,

Christian Provenzano
MAYOR



OFFICE OF THE MAYOR

P R O C L A M A T I O N

- WHEREAS** In Sault Ste. Marie, we are fortunate to have a variety of recreation and parks systems providing countless recreational opportunities for residents and visitors to community; and
- WHEREAS** Recreation enhances quality of life, balanced living and lifelong learning; it helps people live happier and longer; develops skills and a positive self-image in children and youth; develops creativity; and enhances healthy bodies and positive lifestyles; and
- WHEREAS** Recreational participation builds family unity and social capital; strengthens volunteer and community development; enhances social interaction; creates community pride and vitality; and promotes sensitivity and understanding to cultural diversity; and
- WHEREAS** Parks, open space and trails provide active and passive outdoor recreation opportunities, help maintain clean air and water; and promote stewardship of the natural environment; and
- WHEREAS** Recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have become ill or disabled, or disadvantaged, or who have demonstrated anti-social behavior; and
- WHEREAS** The benefits provided by recreation programming and services boost the economy, enhance property values, attract new business and increase tourism; and
- WHEREAS** All levels of government, the voluntary sector and private enterprise throughout the Province participate in the planning, development and operation of recreation and parks program, services and facilities:

THEREFORE, I, Christian Provenzano, as Mayor of Sault Ste. Marie, do hereby designate the month of June as Recreation and Parks Month in recognition of the benefits and values of Recreation and Parks.

Signed,

Christian Provenzano
MAYOR



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Year End Financial Report – December 31, 2020

Purpose

The purpose of this report is to provide the Year End Operating and Capital Financial Report for December 31, 2020 and to seek Council approval of year end reserve transfers.

Background

Council approved the Surplus Policy on September 11, 2017, which provided that any surplus would be allocated as follows:

- 40% to Tax Stabilization Reserve
- 30% to Capital Reserves
- 30% to Long Term Debt

As at December 31, 2020, the unaudited surplus for the year is \$1,121,200 and has been allocated in accordance with the policy. The audited financial statements will be brought back to Council once the external audit is finalized.

Analysis

Operating

The Third Quarter Financial Report to Council on October 26, 2020 did not provide an estimate for year end surplus due to the ongoing implications of the pandemic. Council was provided an update at the same meeting regarding the receipt of Safe Restart Funding from the Province for municipal operating and transit pressures. At that time it was forecasted that sufficient funding would be available to cover the pandemic related expenses to December 31, 2020.

The year end surplus of \$1.1 million is due to the main variances listed below. The surplus does not include any pandemic related cost savings or funding received. The detailed financial report is included in Appendix A

Winter Control	(\$0.3)
Insurance Premium/Claims	\$0.1
Community Services non-COVID related decrease in maintenance, utilities and purchased services	\$0.9
Public Works fleet maintenance	(\$0.7)
Long Term Care Home one-time mitigation funding extended	\$0.5
Algoma Public Health levy decrease for Provincial share change	\$0.2
Cost saving gapping measures	\$0.5
Corporate benefit savings	\$0.4
2019 retroactive pay accrual adjustment	\$0.4
Supplementary Tax Billings & Tax Allowance	(\$0.4)
Police Services Board	(\$0.5)
Other	\$0.1
Total	\$1.1

Capital

Appendix B includes a summary of the 2020 Capital Budget. As of December 31, 2020 approximately 70% of the approved budget has been spent. The most significant unspent capital is for the sanitary sewer project relating to the construction of a new Biosolid Treatment Facility. It was anticipated to begin in 2020 but construction is now anticipated in late 2021. Fleet for Transit and Fire also reflect unspent funds mainly due to the procurements not being received as of year end. Funding for these projects are carried over to 2021.

Safe Restart Funding

The City of Sault Ste. Marie received \$4,189,200 for Phase 1 funding for and a further \$351,000 announced on December 16, 2020 for 2020 municipal operating pressures. In 2020, \$3,530,101 of the Phase 1 funds were utilized with the balance of \$658,999 and the full additional funds of \$351,000 carried over for 2021 pandemic-related operating pressures. Detail of the use of the funding is include in Appendix C.

The Phase 1 and Phase 2 funding for Transit operations announced in 2020 was \$2,746,145, In 2020, \$1,101,854 of the Phase 1 funds were utilized with the balance of \$113,883 and all of the \$1,530,408 of Phase 2 funds carried over for 2021 pandemic-related transit pressures. Detail of the use of the funding is included in Appendix D.

Reserves

Year end reserve transfers for 2020 are reflected in Appendix E for Council approval. The transfer for Information Technology will exceed the recommended target level of \$100,000. With limited resources for this area, exceeding the

target level would preserve much needed funding. The target level will be reviewed in conjunction with the Reserve and Reserve Fund Policy update scheduled for the first year of each Council term.

One new reserve is recommended for Council approval. With the new Community Development Fund, a new reserve is required for the Cultural Vitality stream to carryover funds not utilized during the year. The new reserve will have an upset limit of \$500,000 which will allow for a buildup of funds for potential larger projects.

Financial Implications

The financial implications of the year end surplus and 2020 Safe Restart Agreement funding are included in the analysis section of the report.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer regarding the 2020 year end financial reports be received and that Council approve:

- The 2020 year end reserve transfers
- The new Community Development Fund-Cultural Vitality reserve with an upset limit of \$500,000

Respectfully submitted,



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

City of Sault Ste. Marie - Year Ended December 31, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
FISCAL YEAR REMAINING% :				0%	December	Year End	2019	YTD 2019
REVENUE								
Taxation	(\$121,262,102.13)	(\$120,985,175.00)	\$276,927.13	(0.23%)	(\$117,484,711.15)	(\$117,484,711.15)	(\$117,173,658.00)	(0.27%)
Payment in lieu of taxes	(\$4,480,450.89)	(\$4,347,584.00)	\$132,866.89	(3.06%)	(\$4,347,638.03)	(\$4,347,638.03)	(\$4,366,415.00)	0.43%
Fees and user charges	(\$22,860,642.36)	(\$29,874,141.00)	(\$7,013,498.64)	23.48%	(\$29,051,497.04)	(\$29,051,497.04)	(\$29,367,019.00)	1.07%
Government grants	(\$25,678,296.46)	(\$20,362,847.00)	\$5,315,449.46	(26.10%)	(\$20,746,197.27)	(\$20,746,197.27)	(\$20,497,434.00)	(1.21%)
Interest and Investment income	(\$3,385,320.41)	(\$4,320,000.00)	(\$934,679.59)	21.64%	(\$5,355,145.41)	(\$5,355,145.41)	(\$4,320,000.00)	(23.96%)
Contribution from own funds	(\$3,075,835.34)	(\$195,000.00)	\$2,880,835.34	(1,477.35%)	(\$3,514,664.57)	(\$3,514,664.57)	(\$165,500.00)	(2,023.66%)
Other income	(\$1,686,866.20)	(\$3,070,093.00)	(\$1,383,226.80)	45.05%	(\$3,416,087.14)	(\$3,416,087.14)	(\$3,030,000.00)	(12.74%)
Change in future employee benefits	(\$678,185.86)		\$678,185.86	0.00%	(\$15,294.99)	(\$15,294.99)		0.00%
	(\$183,107,699.65)	(\$183,154,840.00)	(\$47,140.35)	0.03%	(\$183,931,235.60)	(\$183,931,235.60)	(\$178,920,026.00)	(2.80%)
EXPENDITURES								
Salaries	\$68,781,876.58	\$67,967,693.00	(\$814,183.58)	(1.20%)	\$74,697,091.23	\$74,697,091.23	\$68,878,735.00	(8.45%)
Benefits	\$17,749,683.91	\$19,063,685.00	\$1,314,001.09	6.89%	\$18,252,567.97	\$18,252,567.97	\$20,066,420.00	9.04%
TOTAL SALARIES/BENEFITS	\$86,531,560.49	\$87,031,378.00	\$499,817.51	0.57%	\$92,949,659.20	\$92,949,659.20	\$88,945,155.00	(4.50%)
Travel and training	\$519,694.53	\$1,168,243.00	\$648,548.47	55.51%	\$746,308.51	\$746,308.51	\$1,066,634.00	30.03%
Vehicle allowance, maintenance and repairs	\$5,994,444.28	\$4,696,446.00	(\$1,297,998.28)	(27.64%)	\$6,494,796.08	\$6,494,796.08	\$4,136,964.00	(56.99%)
Utilities and Fuel	\$9,113,994.77	\$10,808,363.00	\$1,694,368.23	15.68%	\$10,041,765.92	\$10,041,765.92	\$10,718,177.00	6.31%
Materials and supplies	\$6,895,583.96	\$6,485,810.00	(\$409,773.96)	(6.32%)	\$6,965,746.50	\$6,965,746.50	\$6,473,889.00	(7.60%)
Maintenance and repairs	\$2,319,329.28	\$2,524,059.00	\$204,729.72	8.11%	\$2,609,206.58	\$2,609,206.58	\$2,551,303.00	(2.27%)
Program expenses	\$875,992.50	\$930,720.00	\$54,727.50	5.88%	\$947,926.75	\$947,926.75	\$922,725.00	(2.73%)
Goods for resale	\$251,782.60	\$576,422.00	\$324,639.40	56.32%	\$610,810.99	\$610,810.99	\$600,690.00	(1.68%)
Rents and leases	\$184,777.67	\$288,152.00	\$103,374.33	35.87%	\$168,312.41	\$168,312.41	\$220,950.00	23.82%
Taxes and licenses	\$1,844,291.49	\$1,842,089.00	(\$2,202.49)	(0.12%)	\$1,549,116.09	\$1,549,116.09	\$1,856,701.00	16.57%
Financial expenses	\$3,367,005.35	\$2,640,058.00	(\$726,947.35)	(27.54%)	\$3,572,341.07	\$3,572,341.07	\$2,647,601.00	(34.93%)
Purchased and contracted services	\$9,706,392.80	\$10,556,197.00	\$849,804.20	8.05%	\$10,401,125.41	\$10,401,125.41	\$10,439,594.00	0.37%
Grants to others	\$25,431,317.44	\$25,589,424.00	\$158,106.56	0.62%	\$26,462,042.48	\$26,462,042.48	\$26,641,187.00	0.67%
Long term debt	\$2,831,536.14	\$2,875,685.00	\$44,148.86	1.54%	\$2,867,066.52	\$2,867,066.52	\$2,875,685.00	0.30%
Transfer to own funds	\$24,861,585.31	\$23,832,785.00	(\$1,028,800.31)	(4.32%)	\$22,424,900.16	\$22,424,900.16	\$23,641,782.00	1.68%
Capital expense	\$1,724,375.16	\$1,529,139.00	(\$195,236.16)	(12.77%)	\$1,223,793.70	\$1,223,793.70	\$850,740.00	(43.85%)
Depreciation			\$0.00	0.00%	\$16,822,853.13	\$16,822,853.13		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	(\$104,020.94)	(\$104,020.94)		0.00%
Less: recoverable costs	(\$467,120.24)	(\$220,130.00)	\$246,990.24	(112.20%)	(\$779,085.35)	(\$779,085.35)	(\$220,130.00)	(253.92%)
TOTAL OTHER EXPENSES	\$95,454,983.04	\$96,123,462.00	\$668,478.96	0.70%	\$113,025,006.01	\$113,025,006.01	\$95,424,492.00	(18.44%)
	\$181,986,543.53	\$183,154,840.00	\$1,168,296.47	0.64%	\$205,974,665.21	\$205,974,665.21	\$184,369,647.00	(11.72%)
NET (REVENUE)/EXPENDITURE	(\$1,121,156.12)	\$0.00	\$1,121,156.12	0.00%	\$22,043,429.61	\$22,043,429.61	\$5,449,621.00	(304.49%)
Mayor and Council	\$611,389.22	\$721,836.00	\$110,446.78					
Chief Administrative Officer	\$405,575.50	\$388,675.00	(\$16,900.50)					
Corporate Services	\$7,901,341.41	\$8,317,831.00	\$416,489.59					
Legal	\$1,472,023.90	\$1,588,462.00	\$116,438.10					
Fire Services	\$14,513,064.09	\$14,208,309.00	(\$304,755.09)					
Public Works and Engineering	\$43,517,620.44	\$43,777,582.00	\$259,961.56					
Community Development and Enterprise S	\$14,717,581.13	\$15,830,125.00	\$1,112,543.87					
Levy Board	\$21,157,677.65	\$21,319,218.00	\$161,540.35					
Outside Agencies	\$31,820,696.27	\$31,357,096.00	(\$463,600.27)					
Outside Agencies - Other	\$277,890.01	\$277,890.00	(\$0.01)					
Economic Diversification	\$500,000.00	\$500,000.00	\$0.00					
Corporate	(\$146,787,628.46)	(\$147,055,289.00)	(\$267,660.54)					
Capital and Debt	\$8,771,612.72	\$8,768,265.00	(\$3,347.72)					
	(\$1,121,156.12)	\$0.00	\$1,121,156.12					

Mayor & Council - Year Ended December 31, 2020

	YTD	Budget	Variance	Percentage Budget-Rem	2019 Actual To: December	2019 Actual Year End	Budget 2019	Percentage Budget-Rem YTD 2019
FISCAL YEAR REMAINING% :	Actual	2020		0%				
REVENUE								
Contribution from own funds			\$0.00	0.00%	(\$13,406.17)	(\$13,406.17)		0.00%
	\$0.00	\$0.00	\$0.00	0.00%	(\$13,406.17)	(\$13,406.17)	\$0.00	0.00%
EXPENDITURES								
Salaries	\$444,380.54	\$467,925.00	\$23,544.46	5.03%	\$400,570.59	\$400,570.59	\$453,967.00	11.76%
Benefits	\$69,392.04	\$64,726.00	(\$4,666.04)	(7.21%)	\$56,956.30	\$56,956.30	\$55,817.00	(2.04%)
TOTAL SALARIES/BENEFITS	\$513,772.58	\$532,651.00	\$18,878.42	3.54%	\$457,526.89	\$457,526.89	\$509,784.00	10.25%
Travel and training	\$6,152.28	\$53,500.00	\$47,347.72	88.50%	\$6,431.93	\$6,431.93	\$53,500.00	87.98%
Vehicle allowance, maintenance and repairs	\$29,364.44	\$35,675.00	\$6,310.56	17.69%	\$28,658.98	\$28,658.98	\$35,675.00	19.67%
Materials and supplies	\$55,320.45	\$61,910.00	\$6,589.55	10.64%	\$62,280.07	\$62,280.07	\$63,503.00	1.93%
Purchased and contracted services	\$1,619.95	\$3,100.00	\$1,480.05	47.74%	\$2,599.31	\$2,599.31	\$3,100.00	16.15%
Grants to others	\$5,159.52	\$35,000.00	\$29,840.48	85.26%	\$12,811.45	\$12,811.45	\$35,000.00	63.40%
Transfer to own funds			\$0.00	0.00%	\$15,641.77	\$15,641.77		0.00%
Depreciation			\$0.00	0.00%	\$687.16	\$687.16		0.00%
TOTAL OTHER EXPENSES	\$97,616.64	\$189,185.00	\$91,568.36	48.40%	\$129,110.67	\$129,110.67	\$190,778.00	32.32%
	\$611,389.22	\$721,836.00	\$110,446.78	15.30%	\$586,637.56	\$586,637.56	\$700,562.00	16.26%
NET (REVENUE)/EXPENDITURE	\$611,389.22	\$721,836.00	\$110,446.78	15.30%	\$573,231.39	\$573,231.39	\$700,562.00	18.18%

CAO's Office - Year Ended December 31, 2020

	YTD	Budget	Variance	Percentage Budget-Rem	2019 Actual To: December	2019 Actual Year End	Budget 2019	Percentage Budget-Rem YTD 2019
FISCAL YEAR REMAINING% :	Actual	2020		0%				
REVENUE								
Contribution from own funds			\$0.00	0.00%	(\$6,760.02)	(\$6,760.02)		0.00%
	\$0.00	\$0.00	\$0.00	0.00%	(\$6,760.02)	(\$6,760.02)	\$0.00	0.00%
EXPENDITURES								
Salaries	\$321,231.22	\$296,395.00	(\$24,836.22)	(8.38%)	\$408,158.97	\$408,158.97	\$288,555.00	(41.45%)
Benefits	\$70,481.43	\$69,220.00	(\$1,261.43)	(1.82%)	\$75,173.20	\$75,173.20	\$70,999.00	(5.88%)
TOTAL SALARIES/BENEFITS	\$391,712.65	\$365,615.00	(\$26,097.65)	(7.14%)	\$483,332.17	\$483,332.17	\$359,554.00	(34.43%)
Travel and training	\$998.98	\$5,050.00	\$4,051.02	80.22%	2987.2	\$2,987.20	\$9,215.00	67.58%
Vehicle allowance, maintenance and repairs	\$4,424.33	\$4,480.00	\$55.67	1.24%	\$5,430.99	\$5,430.99	\$4,480.00	(21.23%)
Materials and supplies	\$8,439.54	\$13,290.00	\$4,850.46	36.50%	\$10,943.40	\$10,943.40	\$9,364.00	(16.87%)
Maintenance and repairs			\$0.00	0.00%			\$150.00	100.00%
Purchased and contracted services		\$90.00	\$90.00	100.00%			\$90.00	100.00%
Capital expense		\$150.00	\$150.00	100.00%			\$150.00	100.00%
TOTAL OTHER EXPENSES	\$13,862.85	\$23,060.00	\$9,197.15	39.88%	\$19,361.59	\$19,361.59	\$23,449.00	17.43%
	\$405,575.50	\$388,675.00	(\$16,900.50)	(4.35%)	\$502,693.76	\$502,693.76	\$383,003.00	(31.25%)
NET (REVENUE)/EXPENDITURE	\$405,575.50	\$388,675.00	(\$16,900.50)	(4.35%)	\$495,933.74	\$495,933.74	\$383,003.00	(29.49%)

Corporate Services - Year Ended December 31, 2020

	YTD	Budget	Variance	Percentage Budget-Rem	2019 Actual To:	2019 Actual	Budget	Percentage Budget-Rem
<i>FISCAL YEAR REMAINING% :</i>	Actual	2020		0%	December	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$103,378.25)	(\$152,270.00)	(\$48,891.75)	32.11%	(\$152,390.83)	(\$152,390.83)	(\$194,402.00)	21.61%
Government grants	(\$11,139.32)	(\$1,540.00)	\$9,599.32	(623.33%)	(\$127,269.78)	(\$127,269.78)	(\$1,540.00)	(8,164.27%)
Contribution from own funds	(\$8,158.72)		\$8,158.72	0.00%	(\$72,952.42)	(\$72,952.42)		0.00%
Other income	(\$118,643.09)	(\$120,293.00)	(\$1,649.91)	1.37%	(\$139,197.38)	(\$139,197.38)	(\$116,400.00)	(19.59%)
	(\$241,319.38)	(\$274,103.00)	(\$32,783.62)	11.96%	(\$491,810.41)	(\$491,810.41)	(\$312,342.00)	(57.46%)
EXPENDITURES								
Salaries	\$4,255,524.57	\$4,476,419.00	\$220,894.43	4.93%	\$4,153,782.48	\$4,153,782.48	\$4,277,751.00	2.90%
Benefits	\$1,756,602.95	\$1,905,077.00	\$148,474.05	7.79%	\$1,962,301.37	\$1,962,301.37	\$1,841,206.00	(6.58%)
TOTAL SALARIES/BENEFITS	\$6,012,127.52	\$6,381,496.00	\$369,368.48	5.79%	\$6,116,083.85	\$6,116,083.85	\$6,118,957.00	0.05%
Travel and training	\$68,933.29	\$139,445.00	\$70,511.71	50.57%	\$57,363.34	\$57,363.34	\$88,445.00	35.14%
Vehicle allowance, maintenance and repairs	\$643.85	\$1,340.00	\$696.15	51.95%	\$1,069.39	\$1,069.39	\$1,700.00	37.09%
Materials and supplies	\$80,874.51	\$80,496.00	(\$378.51)	(0.47%)	\$45,196.62	\$45,196.62	\$92,069.00	50.91%
Maintenance and repairs	\$583,259.08	\$670,037.00	\$86,777.92	12.95%	\$625,374.76	\$625,374.76	\$658,123.00	4.98%
Goods for resale	9600	\$19,200.00	\$9,600.00	50.00%	9600	\$9,600.00	\$19,200.00	50.00%
Rents and leases	\$1,821.16	\$3,000.00	\$1,178.84	39.29%	\$11294.33	\$11,294.33	\$7,625.00	(48.12%)
Financial expenses	\$12,770.68	\$60,750.00	\$47,979.32	78.98%	\$44,517.45	\$44,517.45	\$65,000.00	31.51%
Purchased and contracted services	\$932,141.37	\$1,040,620.00	\$108,478.63	10.42%	\$1,305,185.45	\$1,305,185.45	\$1,073,348.00	(21.60%)
Grants to others		\$2,000.00	\$2,000.00	100.00%	583.39	\$583.39	\$2,000.00	70.83%
Transfer to own funds	343150.15	\$75,000.00	(\$268,150.15)	(357.53%)	72290.43	\$72,290.43	\$75,000.00	3.61%
Capital expense	97339.18	\$118,550.00	\$21,210.82	17.89%	99542.51	\$99,542.51	\$117,887.00	15.56%
Depreciation			\$0.00	0.00%	\$290,995.92	\$290,995.92		0.00%
TOTAL OTHER EXPENSES	\$2,130,533.27	\$2,210,438.00	\$79,904.73	3.61%	\$2,563,013.59	\$2,563,013.59	\$2,200,397.00	(16.48%)
	\$8,142,660.79	\$8,591,934.00	\$449,273.21	5.23%	\$8,679,097.44	\$8,679,097.44	\$8,319,354.00	(4.32%)
NET (REVENUE)/EXPENDITURE	\$7,901,341.41	\$8,317,831.00	\$416,489.59	5.01%	\$8,187,287.03	\$8,187,287.03	\$8,007,012.00	(2.25%)
HR	2,109,813.42	2,081,320.00	(28,493.42)	(1.37%)				
IT	2,435,374.39	2,445,001.00	9,626.61	.39%				
Clerks	1,004,354.25	1,095,081.00	90,726.75	8.28%				
Finance	2,351,799.35	2,696,429.00	344,629.65	12.78%				
	7,901,341.41	8,317,831.00	416,489.59	5.01%				

Legal Department - Year Ended December 31, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				0%	December	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$1,150,613.37)	(\$1,767,019.00)	(\$616,405.63)	34.88%	(\$2,160,551.91)	(\$2,160,551.91)	(\$2,261,698.00)	4.47%
Government grants	(\$296,547.11)	(\$27,518.00)	\$269,029.11	(977.65%)				0.00%
Interest and Investment income	(\$4,480.61)		\$4,480.61	0.00%	-15383.76	(\$15,383.76)		0.00%
Contribution from own funds			\$0.00	0.00%	(\$15,426.65)	(\$15,426.65)		0.00%
	(\$1,451,641.09)	(\$1,794,537.00)	(\$342,895.91)	19.11%	(\$2,191,362.32)	(\$2,191,362.32)	(\$2,261,698.00)	3.11%
EXPENDITURES								
Salaries	\$1,068,820.19	\$1,135,535.00	\$66,714.81	5.88%	\$1,049,864.40	\$1,049,864.40	\$1,040,668.00	(0.88%)
Benefits	\$259,918.22	\$292,617.00	\$32,698.78	11.17%	\$260,154.64	\$260,154.64	\$289,740.00	10.21%
TOTAL SALARIES/BENEFITS	\$1,328,738.41	\$1,428,152.00	\$99,413.59	6.96%	\$1,310,019.04	\$1,310,019.04	\$1,330,408.00	1.53%
Travel and training	\$8,716.09	\$25,335.00	\$16,618.91	65.60%	\$26,063.13	\$26,063.13	\$21,285.00	(22.45%)
Materials and supplies	\$53,704.95	\$79,730.00	\$26,025.05	32.64%	\$75,517.71	\$75,517.71	\$75,837.00	0.42%
Maintenance and repairs		\$2,146.00	\$2,146.00	100.00%	\$30,072.14	\$30,072.14	\$4,000.00	(651.80%)
Rents and leases	\$73,528.08	\$78,802.00	\$5,273.92	6.69%	\$79,670.16	\$79,670.16	\$78,075.00	(2.04%)
Taxes and licenses	\$1,308,043.21	\$1,438,464.00	\$130,420.79	9.07%	\$1,166,406.20	\$1,166,406.20	\$1,441,736.00	19.10%
Purchased and contracted services	\$145,300.06	\$322,370.00	\$177,069.94	54.93%	\$330,112.00	\$330,112.00	\$302,000.00	(9.31%)
Transfer to own funds			\$0.00	0.00%	\$92,558.82	\$92,558.82	\$102,200.00	9.43%
Capital expense	\$5,634.19	\$8,000.00	\$2,365.81	29.57%	\$4,983.15	\$4,983.15	\$10,000.00	50.17%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	(\$7,588.09)	(\$7,588.09)		0.00%
TOTAL OTHER EXPENSES	\$1,594,926.58	\$1,954,847.00	\$359,920.42	18.41%	\$1,797,795.22	\$1,797,795.22	\$2,035,133.00	11.66%
	\$2,923,664.99	\$3,382,999.00	\$459,334.01	13.58%	\$3,107,814.26	\$3,107,814.26	\$3,365,541.00	7.66%
NET (REVENUE)/EXPENDITURE	\$1,472,023.90	\$1,588,462.00	\$116,438.10	7.33%	\$916,451.94	\$916,451.94	\$1,103,843.00	16.98%

Fire Services - Year Ended December 31, 2020

	YTD	Budget	Variance	Percentage Budget-Rem	2019 Actual To:	2019 Actual	Budget	Percentage Budget-Rem
<i>FISCAL YEAR REMAINING% :</i>	Actual	2020		0%	December	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$298,287.28)	(\$252,142.00)	\$46,145.28	(18.30%)	(\$195,793.36)	(\$195,793.36)	(\$221,442.00)	11.58%
Government grants			\$0.00	0.00%	(\$1,547.00)	(\$1,547.00)		0.00%
Contribution from own funds			\$0.00	0.00%	(\$19,808.75)	(\$19,808.75)		0.00%
Other income	(\$381.81)	(\$2,700.00)	(\$2,318.19)	85.86%	(\$2,701.93)	(\$2,701.93)	(\$6,000.00)	54.97%
	(\$298,669.09)	(\$254,842.00)	\$43,827.09	(17.20%)	(\$219,851.04)	(\$219,851.04)	(\$227,442.00)	3.34%
EXPENDITURES								
Salaries	\$10,675,777.25	\$10,298,901.00	(\$376,876.25)	(3.66%)	\$16,137,038.51	\$16,137,038.51	\$13,928,972.00	(15.85%)
Benefits	\$3,051,576.21	\$3,061,275.00	\$9,698.79	0.32%	\$4,036,831.96	\$4,036,831.96	\$4,014,163.00	(0.56%)
TOTAL SALARIES/BENEFITS	\$13,727,353.46	\$13,360,176.00	(\$367,177.46)	(2.75%)	\$20,173,870.47	\$20,173,870.47	\$17,943,135.00	(12.43%)
Travel and training	\$53,031.99	\$116,220.00	\$63,188.01	54.37%	\$67,385.52	\$67,385.52	\$113,020.00	40.38%
Vehicle allowance, maintenance and repairs	\$217,091.27	\$145,929.00	(\$71,162.27)	(48.76%)	\$239,348.16	\$239,348.16	\$100,580.00	(137.97%)
Utilities and Fuel	\$185,037.43	\$264,989.00	\$79,951.57	30.17%	\$225,071.22	\$225,071.22	\$250,769.00	10.25%
Materials and supplies	\$67,125.38	\$80,600.00	\$13,474.62	16.72%	\$184,281.35	\$184,281.35	\$262,846.00	29.89%
Maintenance and repairs	\$154,733.90	\$110,771.00	(\$43,962.90)	(39.69%)	\$172,927.97	\$172,927.97	\$110,965.00	(55.84%)
Taxes and licenses			\$0.00	0.00%	\$13,259.16	\$13,259.16	\$27,000.00	50.89%
Financial expenses	\$4,922.79	\$2,500.00	(\$2,422.79)	(96.91%)	\$2,636.27	\$2,636.27	\$2,500.00	(5.45%)
Purchased and contracted services	\$18,381.17	\$18,400.00	\$18.83	0.10%	\$15,448.30	\$15,448.30	\$15,755.00	1.95%
Transfer to own funds	\$345,327.19	\$303,000.00	(\$42,327.19)	(13.97%)	\$333,201.18	\$333,201.18	\$303,000.00	(9.97%)
Capital expense	\$38,728.60	\$60,566.00	\$21,837.40	36.06%	\$43,135.82	\$43,135.82	\$60,566.00	28.78%
Depreciation			\$0.00	0.00%	\$442,751.21	\$442,751.21		0.00%
TOTAL OTHER EXPENSES	\$1,084,379.72	\$1,102,975.00	\$18,595.28	1.69%	\$1,739,446.16	\$1,739,446.16	\$1,247,001.00	(39.49%)
	\$14,811,733.18	\$14,463,151.00	(\$348,582.18)	(2.41%)	\$21,913,316.63	\$21,913,316.63	\$19,190,136.00	(14.19%)
NET (REVENUE)/EXPENDITURE	\$14,513,064.09	\$14,208,309.00	(\$304,755.09)	(2.14%)	\$21,693,465.59	\$21,693,465.59	\$18,962,694.00	(14.40%)

Public Works & Engineering - Year Ended December 31, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
FISCAL YEAR REMAINING% :				0%	December	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$3,689,182.35)	(\$3,455,659.00)	\$233,523.35	(6.76%)	(\$3,724,212.95)	(\$3,724,212.95)	(\$3,102,230.00)	(20.05%)
Government grants	(\$736,743.26)	(\$664,013.00)	\$72,730.26	(10.95%)	(\$711,357.46)	(\$711,357.46)	(\$689,013.00)	(3.24%)
Contribution from own funds	-4222.71	(\$5,000.00)	(\$777.29)	15.55%	-96658.93	(\$96,658.93)	(\$10,500.00)	(820.56%)
Other income	(\$104,481.45)	(\$75,000.00)	\$29,481.45	(39.31%)	(\$120,451.80)	(\$120,451.80)	(\$18,500.00)	(551.09%)
	(\$4,534,629.77)	(\$4,199,672.00)	\$334,957.77	(7.98%)	(\$4,652,681.14)	(\$4,652,681.14)	(\$3,820,243.00)	(21.79%)
EXPENDITURES								
Salaries	\$17,759,667.66	\$18,508,964.00	\$749,296.34	4.05%	\$17,962,458.14	\$17,962,458.14	\$17,724,110.00	(1.34%)
Benefits	\$4,540,143.92	\$5,116,965.00	\$576,821.08	11.27%	\$4,413,604.52	\$4,413,604.52	\$5,261,474.00	16.11%
TOTAL SALARIES/BENEFITS	\$22,299,811.58	\$23,625,929.00	\$1,326,117.42	5.61%	\$22,376,062.66	\$22,376,062.66	\$22,985,584.00	2.65%
Travel and training	\$64,294.08	\$85,926.00	\$21,631.92	25.18%	\$84,774.89	\$84,774.89	\$105,509.00	19.65%
Vehicle allowance, maintenance and repairs	\$3,633,375.20	\$2,632,188.00	(\$1,001,187.20)	(38.04%)	\$4,358,928.84	\$4,358,928.84	\$2,475,237.00	(76.10%)
Utilities and Fuel	\$5,990,215.50	\$6,987,530.00	\$997,314.50	14.27%	\$6,312,813.02	\$6,312,813.02	\$6,887,326.00	8.34%
Materials and supplies	\$4,227,547.86	\$3,658,299.00	(\$569,248.86)	(15.56%)	\$4,254,899.93	\$4,254,899.93	\$3,757,415.00	(13.24%)
Maintenance and repairs	\$209,784.66	\$199,140.00	(\$10,644.66)	(5.35%)	\$238,509.26	\$238,509.26	\$260,000.00	8.27%
Taxes and licenses	\$84,189.74	\$124,715.00	\$40,525.26	32.49%	\$80,260.00	\$80,260.00	\$127,715.00	37.16%
Financial expenses	\$14,436.75	\$5,518.00	(\$8,918.75)	(161.63%)	\$6,244.72	\$6,244.72	\$2,507.00	(149.09%)
Purchased and contracted services	\$7,024,035.09	\$7,050,675.00	\$26,639.91	0.38%	\$6,788,990.88	\$6,788,990.88	\$7,015,823.00	3.23%
Transfer to own funds	\$4,924,636.93	\$3,732,846.00	(\$1,191,790.93)	(31.93%)	\$4,244,834.06	\$4,244,834.06	\$3,241,738.00	(30.94%)
Capital expense	\$47,043.06	\$94,618.00	\$47,574.94	50.28%	\$17,343.40	\$17,343.40	\$51,022.00	66.01%
Depreciation			\$0.00	0.00%	\$13,547,967.88	\$13,547,967.88		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	(\$91,432.85)	(\$91,432.85)		0.00%
Less: recoverable costs	(\$467,120.24)	(\$220,130.00)	\$246,990.24	(112.20%)	(\$779,085.35)	(\$779,085.35)	(\$220,130.00)	(253.92%)
TOTAL OTHER EXPENSES	\$25,752,438.63	\$24,351,325.00	(\$1,401,113.63)	(5.75%)	\$39,065,048.68	\$39,065,048.68	\$23,704,162.00	(64.80%)
	\$48,052,250.21	\$47,977,254.00	(\$74,996.21)	(0.16%)	\$61,441,111.34	\$61,441,111.34	\$46,689,746.00	(31.59%)
NET (REVENUE)/EXPENDITURE	\$43,517,620.44	\$43,777,582.00	\$259,961.56	0.59%	\$56,788,430.20	\$56,788,430.20	\$42,869,503.00	(32.47%)
Public Works	30,399,783.09	30,177,585.00	(222,198.09)	(0.74%)				
Engineering	13,117,837.35	13,599,997.00	482,159.65	3.55%				
	43,517,620.44	43,777,582.00	259,961.56	.59%				

Public Works - Year Ended December 31, 2020

	YTD	Budget	Variance	Percentage Budget-Rem	2019 Actual To: December	2019 Actual Year End	Budget 2019	Percentage Budget-Rem YTD 2019
FISCAL YEAR REMAINING% :	Actual	2020		0%				
REVENUE								
Fees and user charges	(\$2,547,800.56)	(\$2,249,886.00)	\$297,914.56	(13.24%)	(\$2,483,204.96)	(\$2,483,204.96)	(\$1,902,604.00)	(30.52%)
Government grants	(\$659,906.26)	(\$634,013.00)	\$25,893.26	(4.08%)	(\$647,539.90)	(\$647,539.90)	(\$659,013.00)	1.74%
Contribution from own funds	-4222.71	(\$5,000.00)	(\$777.29)	15.55%	-79833.28	(\$79,833.28)	(\$10,500.00)	(660.32%)
Other income	(\$104,420.22)	(\$75,000.00)	\$29,420.22	(39.23%)	(\$120,336.14)	(\$120,336.14)	(\$18,500.00)	(550.47%)
	(\$3,316,349.75)	(\$2,963,899.00)	\$352,450.75	(11.89%)	(\$3,330,914.28)	(\$3,330,914.28)	(\$2,590,617.00)	(28.58%)
EXPENDITURES								
Salaries	\$14,815,293.73	\$15,437,391.00	\$622,097.27	4.03%	\$15,092,996.30	\$15,092,996.30	\$14,732,971.00	(2.44%)
Benefits	\$3,863,082.39	\$4,374,324.00	\$511,241.61	11.69%	\$3,739,017.56	\$3,739,017.56	\$4,452,457.00	16.02%
TOTAL SALARIES/BENEFITS	\$18,678,376.12	\$19,811,715.00	\$1,133,338.88	5.72%	\$18,832,013.86	\$18,832,013.86	\$19,185,428.00	1.84%
Travel and training	\$57,334.59	\$58,070.00	\$735.41	1.27%	\$71,221.13	\$71,221.13	\$78,040.00	8.74%
Vehicle allowance, maintenance and repairs	\$3,610,354.54	\$2,605,677.00	(\$1,004,677.54)	(38.56%)	\$4,336,346.38	\$4,336,346.38	\$2,449,933.00	(77.00%)
Utilities and Fuel	\$1,466,581.32	\$1,626,188.00	\$159,606.68	9.81%	\$1,713,207.40	\$1,713,207.40	\$1,561,574.00	(9.71%)
Materials and supplies	\$4,069,945.34	\$3,428,283.00	(\$641,662.34)	(18.72%)	\$4,052,850.93	\$4,052,850.93	\$3,513,292.00	(15.36%)
Taxes and licenses	\$84,189.74	\$124,715.00	\$40,525.26	32.49%	\$80,260.00	\$80,260.00	\$127,715.00	37.16%
Financial expenses	\$13,958.83	\$5,000.00	(\$8,958.83)	(179.18%)	\$5,402.34	\$5,402.34	\$2,000.00	(170.12%)
Purchased and contracted services	\$3,324,693.90	\$3,348,217.00	\$23,523.10	0.70%	\$3,180,570.16	\$3,180,570.16	\$3,292,995.00	3.41%
Transfer to own funds	2842017.99	\$2,307,149.00	(\$534,868.99)	(23.18%)	\$1,996,122.18	\$1,996,122.18	\$1,829,512.00	(9.11%)
Capital expense	\$35,800.71	\$46,600.00	\$10,799.29	23.17%			\$3,000.00	100.00%
Depreciation			\$0.00	0.00%	2673098.18	2673098.18		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	-92131.81	-92131.81		0.00%
Less: recoverable costs	(\$467,120.24)	(\$220,130.00)	\$246,990.24	(112.20%)	(\$779,085.35)	(\$779,085.35)	(\$220,130.00)	(253.92%)
TOTAL OTHER EXPENSES	\$15,037,756.72	\$13,329,769.00	(\$1,707,987.72)	(12.81%)	\$17,237,861.54	\$17,237,861.54	\$12,637,931.00	(36.40%)
	\$33,716,132.84	\$33,141,484.00	(\$574,648.84)	(1.73%)	\$36,069,875.40	\$36,069,875.40	\$31,823,359.00	(13.34%)
NET (REVENUE)/EXPENDITURE	\$30,399,783.09	\$30,177,585.00	(\$222,198.09)	(0.74%)	\$32,738,961.12	\$32,738,961.12	\$29,232,742.00	(11.99%)

Operations

Winter Control: Roadways and Sidewalks	7,911,776.00	8,204,396.19	292,620.19	3.57%
Sanitary Sewers	2,265,242.36	1,976,217.00	(289,025.36)	(14.63%)
Storm Sewers	488,300.35	620,779.00	132,478.65	21.34%
Roadways and Sidewalks	3,438,764.96	3,342,718.81	(96,046.15)	(2.87%)
Supervision and Overhead	3,159,455.51	3,069,218.00	(90,237.51)	(2.94%)
Traffic & Communications	1,664,981.51	1,621,055.00	(43,926.51)	(2.71%)
Carpentry	748,751.55	643,588.00	(105,163.55)	(16.34%)
Administration	1,831,253.40	1,638,007.00	(193,246.40)	(11.80%)
Buildings & Equipment	2,232,022.02	2,217,699.00	(14,323.02)	(0.65%)
Waste Management	3,449,145.00	3,449,145.00	0.00	.00%
Parks	3,210,090.43	3,394,762.00	184,671.57	5.44%
	30,399,783.09	30,177,585.00	(222,198.09)	(0.74%)

Engineering - Year Ended December 31, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				0%	December	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$1,141,381.79)	(\$1,205,773.00)	(\$64,391.21)	5.34%	(\$1,241,007.99)	(\$1,241,007.99)	(\$1,199,626.00)	(3.45%)
Government grants	(\$76,837.00)	(\$30,000.00)	\$46,837.00	(156.12%)	(\$63,817.56)	(\$63,817.56)	(\$30,000.00)	(112.73%)
Contribution from own funds			\$0.00	0.00%	(\$16,825.65)	(\$16,825.65)		0.00%
Other income	(\$61.23)		\$61.23	0.00%	(\$115.66)	(\$115.66)		0.00%
	(\$1,218,280.02)	(\$1,235,773.00)	(\$17,492.98)	1.42%	(\$1,321,766.86)	(\$1,321,766.86)	(\$1,229,626.00)	(7.49%)
EXPENDITURES								
Salaries	\$2,944,373.93	\$3,071,573.00	\$127,199.07	4.14%	\$2,869,461.84	\$2,869,461.84	\$2,991,139.00	4.07%
Benefits	\$677,061.53	\$742,641.00	\$65,579.47	8.83%	\$674,586.96	\$674,586.96	\$809,017.00	16.62%
TOTAL SALARIES/BENEFITS	\$3,621,435.46	\$3,814,214.00	\$192,778.54	5.05%	\$3,544,048.80	\$3,544,048.80	\$3,800,156.00	6.74%
Travel and training	\$6,959.49	\$27,856.00	\$20,896.51	75.02%	\$13,553.76	\$13,553.76	\$27,469.00	50.66%
Vehicle allowance, maintenance and repairs	\$23,020.66	\$26,511.00	\$3,490.34	13.17%	\$22,582.46	\$22,582.46	\$25,304.00	10.76%
Utilities and Fuel	\$4,523,634.18	\$5,361,342.00	\$837,707.82	15.62%	\$4,599,605.62	\$4,599,605.62	\$5,325,752.00	13.63%
Materials and supplies	\$157,602.52	\$230,016.00	\$72,413.48	31.48%	\$202,049.00	\$202,049.00	\$244,123.00	17.23%
Maintenance and repairs	\$209,784.66	\$199,140.00	(\$10,644.66)	(5.35%)	\$238,509.26	\$238,509.26	\$260,000.00	8.27%
Financial expenses	\$477.92	\$518.00	\$40.08	7.74%	\$842.38	\$842.38	\$507.00	(66.15%)
Purchased and contracted services	\$3,699,341.19	\$3,702,458.00	\$3,116.81	0.08%	\$3,608,420.72	\$3,608,420.72	\$3,722,828.00	3.07%
Transfer to own funds	\$2,082,618.94	\$1,425,697.00	(\$656,921.94)	(46.08%)	\$2,248,711.88	\$2,248,711.88	\$1,412,226.00	(59.23%)
Capital expense	\$11,242.35	\$48,018.00	\$36,775.65	76.59%	\$17,343.40	\$17,343.40	\$48,022.00	63.88%
Depreciation			\$0.00	0.00%	10874869.7	\$10,874,869.70		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	\$698.96	\$698.96		0.00%
TOTAL OTHER EXPENSES	\$10,714,681.91	\$11,021,556.00	\$306,874.09	2.78%	\$21,827,187.14	\$21,827,187.14	\$11,066,231.00	(97.24%)
	\$14,336,117.37	\$14,835,770.00	\$499,652.63	3.37%	\$25,371,235.94	\$25,371,235.94	\$14,866,387.00	(70.66%)
NET (REVENUE)/EXPENDITURE	\$13,117,837.35	\$13,599,997.00	\$482,159.65	3.55%	\$24,049,469.08	\$24,049,469.08	\$13,636,761.00	(76.36%)

Community Development & Enterprise Services - Year Ended December 31, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
FISCAL YEAR REMAINING% :	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				0%	December	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$5,558,292.41)	(\$8,412,655.00)	(\$2,854,362.59)	33.93%	(\$8,489,132.86)	(\$8,489,132.86)	(\$8,165,217.00)	(3.97%)
Government grants	(\$3,364,398.21)	(\$2,058,376.00)	\$1,306,022.21	(63.45%)	(\$2,043,124.90)	(\$2,043,124.90)	(\$1,859,805.00)	(9.86%)
Contribution from own funds	-248505.73	(\$100,000.00)	\$148,505.73	(148.51%)	-337047.44	(\$337,047.44)	(\$75,000.00)	(349.40%)
Other income	(\$187,323.24)	(\$242,100.00)	(\$54,776.76)	22.63%	(\$188,014.30)	(\$188,014.30)	(\$141,600.00)	(32.78%)
	(\$9,358,519.59)	(\$10,813,131.00)	(\$1,454,611.41)	13.45%	(\$11,057,319.50)	(\$11,057,319.50)	(\$10,241,622.00)	(7.96%)
EXPENDITURES								
Salaries	\$12,465,988.93	\$13,899,699.00	\$1,433,710.07	10.31%	\$12,530,909.76	\$12,530,909.76	\$12,581,351.00	0.40%
Benefits	\$3,115,541.93	\$3,394,225.00	\$278,683.07	8.21%	\$2,770,421.41	\$2,770,421.41	\$3,270,733.00	15.30%
TOTAL SALARIES/BENEFITS	\$15,581,530.86	\$17,293,924.00	\$1,712,393.14	9.90%	\$15,301,331.17	\$15,301,331.17	\$15,852,084.00	3.47%
Travel and training	\$44,099.82	\$166,722.00	\$122,622.18	73.55%	\$52,888.68	\$52,888.68	\$71,870.00	26.41%
Vehicle allowance, maintenance and repairs	\$993,770.46	\$963,069.00	(\$30,701.46)	(3.19%)	\$1,089,231.21	\$1,089,231.21	\$882,962.00	(23.36%)
Utilities and Fuel	\$2,525,688.67	\$3,104,934.00	\$579,245.33	18.66%	\$3,086,918.87	\$3,086,918.87	\$3,137,142.00	1.60%
Materials and supplies	\$596,887.43	\$935,363.00	\$338,475.57	36.19%	\$750,682.37	\$750,682.37	\$773,343.00	2.93%
Maintenance and repairs	\$965,266.63	\$1,221,630.00	\$256,363.37	20.99%	\$1,149,989.17	\$1,149,989.17	\$1,205,750.00	4.62%
Program expenses	\$115,897.50	\$170,625.00	\$54,727.50	32.07%	\$215,234.75	\$215,234.75	\$162,725.00	(32.27%)
Goods for resale	\$242,182.60	\$557,222.00	\$315,039.40	56.54%	\$601,210.99	\$601,210.99	\$581,490.00	(3.39%)
Rents and leases	\$1,841.64	\$81,350.00	\$79,508.36	97.74%	\$1841.64	\$1,841.64	\$10,250.00	82.03%
Taxes and licenses	\$163,687.98	\$172,400.00	\$8,712.02	5.05%	\$187,308.13	\$187,308.13	\$170,750.00	(9.70%)
Financial expenses	\$68,473.30	\$91,960.00	\$23,486.70	25.54%	\$133,432.09	\$133,432.09	\$83,264.00	(60.25%)
Purchased and contracted services	\$1,114,131.68	\$1,583,942.00	\$469,810.32	29.66%	\$1,387,820.89	\$1,387,820.89	\$1,465,078.00	5.27%
Grants to others	\$154,039.44	\$16,500.00	(\$137,539.44)	(833.57%)	\$68,731.04	\$68,731.04	\$14,000.00	(390.94%)
Transfer to own funds	\$1,442,759.93	\$224,510.00	(\$1,218,249.93)	(542.63%)	\$441,339.50	\$441,339.50	\$196,205.00	(124.94%)
Capital expense	\$65,842.78	\$59,105.00	(\$6,737.78)	(11.40%)	\$171,946.54	\$171,946.54	\$51,085.00	(236.59%)
Depreciation			\$0.00	0.00%	\$1,765,393.68	\$1,765,393.68		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	(\$5,000.00)	(\$5,000.00)		0.00%
TOTAL OTHER EXPENSES	\$8,494,569.86	\$9,349,332.00	\$854,762.14	9.14%	\$11,098,969.55	\$11,098,969.55	\$8,805,914.00	(26.04%)
	\$24,076,100.72	\$26,643,256.00	\$2,567,155.28	9.64%	\$26,400,300.72	\$26,400,300.72	\$24,657,998.00	(7.07%)
NET (REVENUE)/EXPENDITURE	\$14,717,581.13	\$15,830,125.00	\$1,112,543.87	7.03%	\$15,342,981.22	\$15,342,981.22	\$14,416,376.00	(6.43%)
Planning	1,039,944.53	989,152.00	(50,792.53)	(5.13%)				
LIP	0.00	0.00	0.00	.00%				
Humane Society	599,534.64	600,122.00	587.36	.10%				
Recreation & Culture	1,198,504.88	1,583,691.00	385,186.12	24.32%				
Community Centres								
John Rhodes Community Centre	1,404,556.68	1,483,879.00	79,322.32	5.35%				
McMeeken Centre	153,464.97	158,029.00	4,564.03	2.89%				
Northern Community Centre	31,232.10	(21,660.00)	(52,892.10)	244.19%				
Outdoor Pools/Misc Concessions	48,255.07	161,894.00	113,638.93	70.19%				
Administration	685,370.77	756,122.00	70,751.23	9.36%				
GFL Memorial Gardens	823,811.78	718,592.00	(105,219.78)	(14.64%)				
Locks	9,664.90	27,896.00	18,231.10	65.35%				
Cemetery	(8,842.00)	(8,842.00)	0.00	.00%				
Transit	6,004,827.07	6,481,374.00	476,546.93	7.35%				
School Guards	186,698.94	309,245.00	122,546.06	39.63%				
Tourism and Community Development	887,658.24	444,656.00	(443,002.24)	(99.63%)				
Economic Development	694,684.96	1,214,166.00	519,481.04	42.79%				
Parking	211,179.28	120,168.00	(91,011.28)	(75.74%)				
Administration	747,034.32	811,641.00	64,606.68	7.96%				
	14,717,581.13	15,830,125.00	1,112,543.87	7.03%				

Levy Boards - Year Ended December 31, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
				Budget-Rem	Actual To:	Actual	2019	Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2020		0%	December	Year End	2019	YTD 2019
REVENUE								
EXPENDITURES								
Grants to others	\$21,157,677.65	\$21,319,218.00	\$161,540.35	0.76%	\$21,088,928.00	\$21,088,928.00	\$21,257,110.00	0.79%
TOTAL OTHER EXPENSES	\$21,157,677.65	\$21,319,218.00	\$161,540.35	0.76%	\$21,088,928.00	\$21,088,928.00	\$21,257,110.00	0.79%
	\$21,157,677.65	\$21,319,218.00	\$161,540.35	0.76%	\$21,088,928.00	\$21,088,928.00	\$21,257,110.00	0.79%
NET (REVENUE)/EXPENDITURE	\$21,157,677.65	\$21,319,218.00	\$161,540.35	0.76%	\$21,088,928.00	\$21,088,928.00	\$21,257,110.00	0.79%

Outside Agencies (Main) - Year Ended December 31, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				0%	December	Year End	2019	YTD 2019
REVENUE								
Government grants	(\$140,624.86)	(\$200,000.00)	(\$59,375.14)	29.69%	(\$169,666.61)	(\$169,666.61)	(\$200,000.00)	15.17%
	(\$140,624.86)	(\$200,000.00)	(\$59,375.14)	29.69%	(\$169,666.61)	(\$169,666.61)	(\$200,000.00)	15.17%
EXPENDITURES								
Grants to others	\$3,835,687.11	\$3,937,951.00	\$102,263.89	2.60%	\$3,798,068.88	\$3,798,068.88	\$3,840,156.00	1.10%
Transfer to own funds	80000	\$80,000.00	\$0.00	0.00%	80000	\$80,000.00	\$80,000.00	0.00%
TOTAL OTHER EXPENSES	\$3,915,687.11	\$4,017,951.00	\$102,263.89	2.55%	\$3,878,068.88	\$3,878,068.88	\$3,920,156.00	1.07%
	\$3,915,687.11	\$4,017,951.00	\$102,263.89	2.55%	\$3,878,068.88	\$3,878,068.88	\$3,920,156.00	1.07%
NET (REVENUE)/EXPENDITURE	\$3,775,062.25	\$3,817,951.00	\$42,888.75	1.12%	\$3,708,402.27	\$3,708,402.27	\$3,720,156.00	0.32%

Outside Agencies (Other) - Year Ended December 31, 2020

	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
				Budget-Rem	Actual To:	Actual		Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2020		0%	December	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$122,602.72)	(\$130,000.00)	(\$7,397.28)	5.69%	(\$117,181.12)	(\$117,181.12)	(\$120,000.00)	2.35%
Contribution from own funds	-84878.82	(\$90,000.00)	(\$5,121.18)	5.69%	-78120.75	(\$78,120.75)	(\$80,000.00)	2.35%
	(\$207,481.54)	(\$220,000.00)	(\$12,518.46)	5.69%	(\$195,301.87)	(\$195,301.87)	(\$200,000.00)	2.35%
EXPENDITURES								
Materials and supplies	207481.55	\$220,000.00	\$12,518.45	5.69%	195301.88	\$195,301.88	\$200,000.00	2.35%
Grants to others	277890	\$277,890.00	\$0.00	0.00%	\$1,492,056.00	\$1,492,056.00	\$1,492,056.00	0.00%
TOTAL OTHER EXPENSES	\$485,371.55	\$497,890.00	\$12,518.45	2.51%	\$1,687,357.88	\$1,687,357.88	\$1,692,056.00	0.28%
	\$485,371.55	\$497,890.00	\$12,518.45	2.51%	\$1,687,357.88	\$1,687,357.88	\$1,692,056.00	0.28%
NET (REVENUE)/EXPENDITURE	\$277,890.01	\$277,890.00	(\$0.01)	(0.00%)	\$1,492,056.01	\$1,492,056.01	\$1,492,056.00	(0.00%)

Economic Diversification Fund - Year Ended December 31, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				0%	December	Year End		YTD 2019
REVENUE								
Contribution from own funds	(\$206,616.72)		\$206,616.72	0.00%	(\$183,253.62)	(\$183,253.62)		0.00%
	(\$206,616.72)	\$0.00	\$206,616.72	0.00%	(\$183,253.62)	(\$183,253.62)	\$0.00	0.00%
EXPENDITURES								
Materials and supplies	\$206,616.72		(\$206,616.72)	0.00%	\$183,253.62	\$183,253.62		0.00%
Transfer to own funds	\$500,000.00	\$500,000.00	\$0.00	0.00%	\$500,000.00	\$500,000.00	\$500,000.00	0.00%
TOTAL OTHER EXPENSES	\$706,616.72	\$500,000.00	(\$206,616.72)	(41.32%)	\$683,253.62	\$683,253.62	\$500,000.00	(36.65%)
	\$706,616.72	\$500,000.00	(\$206,616.72)	(41.32%)	\$683,253.62	\$683,253.62	\$500,000.00	(36.65%)
NET (REVENUE)/EXPENDITURE	\$500,000.00	\$500,000.00	\$0.00	0.00%	\$500,000.00	\$500,000.00	\$500,000.00	0.00%

Corporate Financials - Year Ended December 31, 2020

FISCAL YEAR REMAINING% :	YTD	Budget	Variance	Percentage	2019	2019	Budget	Percentage
	Actual	2020		Budget-Rem	Actual To:	Actual	2019	Budget-Rem
				0%	December	Year End	2019	YTD 2019
REVENUE								
Taxation	(\$121,262,102.13)	(\$120,985,175.00)	\$276,927.13	(0.23%)	(\$117,484,711.15)	(\$117,484,711.15)	(\$117,173,658.00)	(0.27%)
Payment in lieu of taxes	(\$4,480,450.89)	(\$4,347,584.00)	\$132,866.89	(3.06%)	(\$4,347,638.03)	(\$4,347,638.03)	(\$4,366,415.00)	0.43%
Fees and user charges	(\$11,373,563.84)	(\$15,001,696.00)	(\$3,628,132.16)	24.18%	(\$13,368,008.24)	(\$13,368,008.24)	(\$14,537,330.00)	8.04%
Government grants	(\$19,414,751.03)	(\$15,960,400.00)	\$3,454,351.03	(21.64%)	(\$15,906,337.69)	(\$15,906,337.69)	(\$15,543,586.00)	(2.33%)
Interest and Investment income	(\$3,380,839.80)	(\$4,320,000.00)	(\$939,160.20)	21.74%	(\$5,339,761.65)	(\$5,339,761.65)	(\$4,320,000.00)	(23.61%)
Contribution from own funds	(\$1,301,161.23)		\$1,301,161.23	0.00%	(\$2,366,705.50)	(\$2,366,705.50)		0.00%
Other income	(\$1,206,629.60)	(\$2,530,000.00)	(\$1,323,370.40)	52.31%	(\$2,812,113.21)	(\$2,812,113.21)	(\$2,647,500.00)	(6.22%)
Change in future employee benefits	(\$678,185.86)		\$678,185.86	0.00%	(\$15,294.99)	(\$15,294.99)		0.00%
	(\$163,097,684.38)	(\$163,144,855.00)	(\$47,170.62)	0.03%	(\$161,640,570.46)	(\$161,640,570.46)	(\$158,588,489.00)	(1.92%)
EXPENDITURES								
Salaries	\$1,112,143.63		(\$1,112,143.63)	0.00%	2360233.28	\$2,360,233.28		0.00%
Benefits	\$16,000.00	\$20,000.00	\$4,000.00	20.00%	\$16,000.00	\$16,000.00	\$20,000.00	20.00%
TOTAL SALARIES/BENEFITS	\$1,128,143.63	\$20,000.00	(\$1,108,143.63)	(5,540.72%)	\$2,376,233.28	\$2,376,233.28	\$20,000.00	(11,781.17%)
Materials and supplies	\$231,411.54	\$308,427.00	\$77,015.46	24.97%	\$318,843.82	\$318,843.82	\$312,427.00	(2.05%)
Program expenses	\$760,095.00	\$760,095.00	\$0.00	0.00%	732692	\$732,692.00	\$760,000.00	3.59%
Financial expenses	\$3,264,541.53	\$2,479,330.00	(\$785,211.53)	(31.67%)	\$3,383,029.48	\$3,383,029.48	\$2,494,330.00	(35.63%)
Purchased and contracted services	\$26,886.39	\$11,000.00	(\$15,886.39)	(144.42%)	\$3,134.78	\$3,134.78	\$7,000.00	55.22%
Grants to others	\$863.72	\$865.00	\$1.28	0.15%	\$863.72	\$863.72	\$865.00	0.15%
Transfer to own funds	\$10,898,114.11	\$12,509,849.00	\$1,611,734.89	12.88%	\$10,217,017.40	\$10,217,017.40	\$12,736,059.00	19.78%
TOTAL OTHER EXPENSES	\$15,181,912.29	\$16,069,566.00	\$887,653.71	5.52%	\$14,655,581.20	\$14,655,581.20	\$16,310,681.00	10.15%
	\$16,310,055.92	\$16,089,566.00	(\$220,489.92)	(1.37%)	\$17,031,814.48	\$17,031,814.48	\$16,330,681.00	(4.29%)
NET (REVENUE)/EXPENDITURE	(\$146,787,628.46)	(\$147,055,289.00)	(\$267,660.54)	0.18%	(\$144,608,755.98)	(\$144,608,755.98)	(\$142,257,808.00)	(1.65%)

Capital Levy & Debenture Debt - Year Ended December 31, 2020

				Percentage	2019	2019		Percentage
	YTD	Budget	Variance	Budget-Rem	Actual To:	Actual	Budget	Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2020		0%	December	Year End	2019	YTD 2019
REVENUE								
Fees and user charges	(\$222,520.42)	(\$350,000.00)	(\$127,479.58)	36.42%	(\$341,494.53)	(\$341,494.53)	(\$350,000.00)	2.43%
	(\$222,520.42)	(\$350,000.00)	(\$127,479.58)	36.42%	(\$341,494.53)	(\$341,494.53)	(\$350,000.00)	2.43%
EXPENDITURES								
Long term debt	\$2,831,536.14	\$2,875,685.00	\$44,148.86	1.54%	\$2,867,066.52	\$2,867,066.52	\$2,875,685.00	0.30%
Transfer to own funds	6162597	\$6,242,580.00	\$79,983.00	1.28%	6263017	\$6,263,017.00	\$6,242,580.00	(0.33%)
TOTAL OTHER EXPENSES	\$8,994,133.14	\$9,118,265.00	\$124,131.86	1.36%	\$9,130,083.52	\$9,130,083.52	\$9,118,265.00	(0.13%)
	\$8,994,133.14	\$9,118,265.00	\$124,131.86	1.36%	\$9,130,083.52	\$9,130,083.52	\$9,118,265.00	(0.13%)
NET (REVENUE)/EXPENDITURE	\$8,771,612.72	\$8,768,265.00	(\$3,347.72)	(0.04%)	\$8,788,588.99	\$8,788,588.99	\$8,768,265.00	(0.23%)

Appendix B

THE CORPORATION OF THE CITY OF SAULT STE MARIE
2020 CAPITAL BUDGET
SUMMARY OF PROJECTS
 As at December 31, 2020

	2020 Approved Capital Budget	% of Total	Council Approved/ Costs Incurred to Date	Remaining
Roads/Bridges/Storm Sewers	\$ 19,801,135	29.3%	\$ 17,235,067	\$ 2,566,068
Sanitary Sewer	\$ 33,578,000	49.6%	\$ 23,367,216	\$ 10,210,784
Transit Fleet & Equipment	\$ 4,595,000	6.8%	\$ 870,503	\$ 3,724,497
Building Capital Maintenance	\$ 1,595,000	2.4%	\$ 436,809	\$ 1,158,191
Boardwalk Repairs	\$ 1,500,000	2.2%	\$ 920,100	\$ 579,900
Bondar Marina Sewage Pumpout	\$ 15,000	0.0%	\$ 15,000	\$ -
Fire Fleet & Equipment	\$ 872,000	1.3%	\$ 38,395	\$ 833,605
Public Works Fleet & Equipment	\$ 3,143,000	4.6%	\$ 3,090,166	\$ 52,834
Community Development and Enterprise				
Services Fleet & Equipment	\$ 456,250	0.7%	\$ 420,452	\$ 35,798
Growth Projects	\$ 500,000	0.7%	\$ 500,000	\$ -
Landfill Upgrades	\$ 1,610,000	2.4%	\$ -	\$ 1,610,000
TOTAL	\$ 67,665,385	100%	\$ 46,893,709	\$ 20,771,676

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

<i>Item</i>	<i>Change from Budget</i>	<i>Previously Reported Feb. 21, 2021</i>
Operating Budget		
Sewer Surcharge revenue	-\$2,147,554	-\$2,147,554
M.A.T. revenue	-\$360,808	-\$360,808
Property Tax revenue	-	-
Property Tax interest and penalties	-\$935,228	-\$935,228
Supplementary Tax revenue	-	-\$300,000
Property Tax year-end allowance	-	-
Accts Receivable interest and penalties	-\$19,251	-\$19,251
Transit revenue	-	-
Transit expenses	-	-
Public Works fuel expense savings	+\$190,876	+\$190,876
CD&ES Rec Facilities revenue	-\$2,079,802	-\$2,079,802
CD&ES Rec Facilities expenses	+\$1,592,984	+\$1,592,984
CD&ES Marina revenue	-\$103,872	-\$103,872
CD&ES Marina expenses	+\$44,039	+\$44,039
John Rhodes Centre rent revenue	-\$15,209	-\$15,209
School Crossing Guard expenses	+\$108,641	+\$108,641
POA Court net impact	-\$296,547	+\$189,330
Summer Student expenses	+\$624,306	+\$624,306
Benefit expense savings	+\$244,670	+\$663,500
Job vacancy expense savings	+\$108,761	+\$108,761
Electricity expenses	+\$118,865	+\$118,865
Fire overtime expenses	-\$27,630	-\$27,630
Fire Permit revenue	-	+\$29,755
Fire fuel expense savings	-	+\$31,825
Casino revenue	-\$627,104	-\$627,104
Interest revenue	-	+\$6,901
NOHFC Loan Interest expense	+\$2,278	+\$2,278
Miscellaneous COVID-related expenses	-\$188,325	-\$188,325
Travel and training expense savings	+\$482,962	+\$482,962
Projected Change in Budgeted Surplus / (Deficit)	<u><u>-\$3,282,950</u></u>	<u><u>-\$2,609,761</u></u> A
Reserves		
Public Works landfill revenue	+\$142,403	-
Building Inspection Permit revenue	-\$89,683	-
Projected Increase / (Decrease) in Reserve Transfers	<u><u>\$52,720</u></u>	<u><u>\$0</u></u> B
Police Services incremental expenses	-\$299,871	-\$293,412 C
Total COVID Impact	<u><u>-\$3,530,101</u></u>	<u><u>-\$2,903,174</u></u> A+B+C
Safe Restart Agreement Phase 1 Funding	\$4,189,100	\$4,189,100
Remaining funding unallocated	<u><u>\$658,999</u></u>	<u><u>\$1,285,926</u></u>

Changes in Revenue and Expenses resulting from COVID-19

APPENDIX D

<i>Item</i>	<i>Change from Budget</i>
Revenue	
Farebox revenue	-\$1,112,795
Advertising revenue	-\$4,439
Parking revenue	-\$149,470
Other revenue	+\$1,142
Change in Budgeted Revenues	<u><u>-\$1,265,562</u></u> A
Expenditures	
Cleaning expenses	+\$42,617
Fuel expenses	-\$399,725
Maintenance expenses	+\$169,137
Facilities expenses	+\$11,606
New/Existing Contracts expenses	-\$117,305
Employee Related expenses	+\$117,387
Communications expenses	-\$2,896
Driver Protection capital expenses	+\$15,471
Change in Budgeted Expenditures	<u><u>-\$163,708</u></u> B
Total COVID Impact	<u><u>-\$1,101,854</u></u> A-B
Safe Restart Agreement Phase 1 Funding	\$1,215,737
Remaining funding unallocated	<u><u>\$113,883</u></u>

Appendix E

CORPORATION OF THE CITY OF SAULT STE. MARIE
RESERVE TRANSFERS TO BE APPROVED BY COUNCIL
DECEMBER 31, 2020

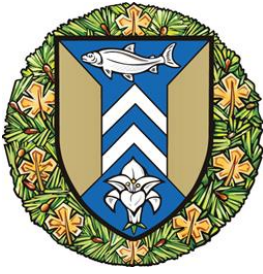
<u>Details</u>	<u>From Reserve</u>	<u>To Reserve</u>
	<u>\$</u>	<u>\$</u>
Information Technology		
IT hardware/software unspent budgets to be transferred to reserve annually for use in subsequent years. (ONGOING)		
Transfer to Computer Software Reserve		84,693
Total	-	84,693

Public Works - Year Ended December 31, 2020

	YTD	Budget	Variance	Percentage Budget-Rem	2019 Actual To: December	2019 Actual Year End	Budget 2019	Percentage Budget-Rem YTD 2019
FISCAL YEAR REMAINING% :	Actual	2020		0%				
REVENUE								
Fees and user charges	(\$2,547,800.56)	(\$2,249,886.00)	\$297,914.56	(13.24%)	(\$2,483,204.96)	(\$2,483,204.96)	(\$1,902,604.00)	(30.52%)
Government grants	(\$659,906.26)	(\$634,013.00)	\$25,893.26	(4.08%)	(\$647,539.90)	(\$647,539.90)	(\$659,013.00)	1.74%
Contribution from own funds	(\$4,222.71)	(\$5,000.00)	(\$777.29)	15.55%	(\$79,833.28)	(\$79,833.28)	(\$10,500.00)	(660.32%)
Other income	(\$104,420.22)	(\$75,000.00)	\$29,420.22	(39.23%)	(\$120,336.14)	(\$120,336.14)	(\$18,500.00)	(550.47%)
	(\$3,316,349.75)	(\$2,963,899.00)	\$352,450.75	(11.89%)	(\$3,330,914.28)	(\$3,330,914.28)	(\$2,590,617.00)	(28.58%)
EXPENDITURES								
Salaries	\$14,815,293.73	\$15,437,391.00	\$622,097.27	4.03%	\$15,092,996.30	\$15,092,996.30	\$14,732,971.00	(2.44%)
Benefits	\$3,863,082.39	\$4,374,324.00	\$511,241.61	11.69%	\$3,739,017.56	\$3,739,017.56	\$4,452,457.00	16.02%
TOTAL SALARIES/BENEFITS	\$18,678,376.12	\$19,811,715.00	\$1,133,338.88	5.72%	\$18,832,013.86	\$18,832,013.86	\$19,185,428.00	1.84%
Travel and training	\$57,334.59	\$58,070.00	\$735.41	1.27%	\$71,221.13	\$71,221.13	\$78,040.00	8.74%
Vehicle allowance, maintenance and repairs	\$3,610,354.54	\$2,605,677.00	(\$1,004,677.54)	(38.56%)	\$4,336,346.38	\$4,336,346.38	\$2,449,933.00	(77.00%)
Utilities and Fuel	\$1,466,581.32	\$1,626,188.00	\$159,606.68	9.81%	\$1,713,207.40	\$1,713,207.40	\$1,561,574.00	(9.71%)
Materials and supplies	\$4,069,945.34	\$3,428,283.00	(\$641,662.34)	(18.72%)	\$4,052,850.93	\$4,052,850.93	\$3,513,292.00	(15.36%)
Taxes and licenses	\$84,189.74	\$124,715.00	\$40,525.26	32.49%	\$80,260.00	\$80,260.00	\$127,715.00	37.16%
Financial expenses	\$13,958.83	\$5,000.00	(\$8,958.83)	(179.18%)	\$5,402.34	\$5,402.34	\$2,000.00	(170.12%)
Purchased and contracted services	\$3,324,693.90	\$3,348,217.00	\$23,523.10	0.70%	\$3,180,570.16	\$3,180,570.16	\$3,292,995.00	3.41%
Transfer to own funds	2842017.99	\$2,307,149.00	(\$534,868.99)	(23.18%)	\$1,996,122.18	\$1,996,122.18	\$1,829,512.00	(9.11%)
Capital expense	\$35,800.71	\$46,600.00	\$10,799.29	23.17%			\$3,000.00	100.00%
Depreciation			\$0.00	0.00%	\$2,673,098.18	\$2,673,098.18		0.00%
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	(\$92,131.81)	(\$92,131.81)		0.00%
Less: recoverable costs	(\$467,120.24)	(\$220,130.00)	\$246,990.24	(112.20%)	(\$779,085.35)	(\$779,085.35)	(\$220,130.00)	(253.92%)
TOTAL OTHER EXPENSES	\$15,037,756.72	\$13,329,769.00	(\$1,707,987.72)	(12.81%)	\$17,237,861.54	\$17,237,861.54	\$12,637,931.00	(36.40%)
	\$33,716,132.84	\$33,141,484.00	(\$574,648.84)	(1.73%)	\$36,069,875.40	\$36,069,875.40	\$31,823,359.00	(13.34%)
NET (REVENUE)/EXPENDITURE	\$30,399,783.09	\$30,177,585.00	(\$222,198.09)	(0.74%)	\$32,738,961.12	\$32,738,961.12	\$29,232,742.00	(11.99%)

Operations

Winter Control: Roadways and Sidewalks	8,204,396.19	7,911,776.00	(292,620.19)	(3.70%)
Sanitary Sewers	2,265,242.36	1,976,217.00	(289,025.36)	(14.63%)
Storm Sewers	488,300.35	620,779.00	132,478.65	21.34%
Roadways and Sidewalks	3,146,144.77	3,635,339.00	489,194.23	13.46%
Supervision and Overhead	3,159,455.51	3,069,218.00	(90,237.51)	(2.94%)
Traffic & Communications	1,664,981.51	1,621,055.00	(43,926.51)	(2.71%)
Carpentry	748,751.55	643,588.00	(105,163.55)	(16.34%)
Administration	1,831,253.40	1,638,007.00	(193,246.40)	(11.80%)
Buildings & Equipment	2,232,022.02	2,217,699.00	(14,323.02)	(0.65%)
Waste Management	3,449,145.00	3,449,145.00	0.00	.00%
Parks	3,210,090.43	3,394,762.00	184,671.57	5.44%
	30,399,783.09	30,177,585.00	(222,198.09)	(0.74%)



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: **Karen Marlow, Manager of Purchasing**

DEPARTMENT: Corporate Services

RE: RFP for One (1) Tanker/Pumper Vehicle - Fire

Purpose

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the supply and delivery of one (1) Tanker/Pumper Vehicle required by Fire Services Department. Staff is seeking Council approval of the Evaluation Committee's recommendation.

Background

The Request for Proposal was publicly advertised and RFP documents were forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m., March 22, 2021.

Analysis

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

The proposals received have been evaluated by a committee comprised of the city staff from SSM Fire Services with oversight by Procurement. It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is Dependable Emergency Vehicles of Brampton, ON.

Financial Implications

During the 2020 Budget deliberations, Council approved the allocation of \$850,000 out of the Fire Equipment Reserve for this particular piece of equipment.

Dependable Emergency Vehicles' proposed fee of \$828,000.00 will result in a total expenditure of \$842,572.80 including the non-rebatable portion of HST.

This amount can be accommodated from within the approved allocation.

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 Manager of Purchasing dated 2021 05 31 be received and the recommendation that acceptance of the Proposal submitted by Dependable Emergency Vehicles for the supply and delivery of a Tanker/Pumper Vehicle for fee of \$828,000.00 plus HST as outlined in their Proposal as submitted, as required by SSM Fire Services, be approved and purchase can be made.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'K Marlow', is positioned above the typed name and contact information.

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: **Karen Marlow, Manager of Purchasing**
DEPARTMENT: Corporate Services
RE: **Uniform Acquisitions – Fire Services**

Purpose

This report has been prepared for Council's information and consideration concerning the continuation of Uniform Acquisitions as required by Fire Services Department. Staff is seeking Council approval of the recommendation contained in this report.

Background

In June 2020, Sault Ste. Marie Fire Services (SSMFS) researched the option of a piggyback clause that other Fire Services in Ontario utilize to take advantage of a single supplier to supply uniform requirements. Kitchener Fire Services had previously undertaken a competitive process and selected KLE Distributors as their supplier for uniforms and station wear. There was an opportunity to piggyback on this arrangement.

Fire Services with the support of Purchasing requested that a one year pilot project through KLE Distributors be approved in order to trial the concept, with the intent late in the first year after review, the City would issue an RFP for a longer period in order to ensure open and transparent procurement.

CAO approved the sourcing to secure uniforms with awarded vendor KLE Distributors on one year pilot funded from within Fire Services Uniform Account of \$45,000 for 2020.

Analysis

SSMFS have reviewed the results of the pilot to date and is extremely satisfied with the quality of product and service. Each personnel is sized for Station wear as well as Dress wear, an arduous process which has now been completed by KLE.

Approval to continue with KLE Distributors is requested, utilizing the sourced Kitchener Fire Service piggyback arrangement through to its December 2022 expiry.

- The extension would ensure that all Fire Service staff are in consistent uniforms in issuing of clothing per the SSMPFFA Collective Agreement
- With current COVID restrictions, the sizing process may have restriction due to 3m distance guidelines

At the expiry of Kitchener Fire Service arrangement, a new RFP will be initiated by SSMFS for multi year provision of services effective 2023.

Financial Implications

Funding for the purchase of uniforms as required will be drawn from Fire Services Uniform Account. Expected spend within the 3 year term total \$109,500 as follows:

2020 Actual Spend (Pilot Approval)	\$ 43,500
2021 Estimated Program Values	\$ 34,000
2022 Estimated Program Values	\$ 32,000

It is anticipated that the annual estimated costs can be accommodated within the existing \$45,000 operating budget for Fire Services Uniforms.

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 Manager of Purchasing dated 2021 05 31 be received and the recommendation that the supply and delivery of Uniform Services as required by Fire Services be continued through Kitchener Fire Services arrangement with KLE through to Dec, 2022 on an as required basis, be approved. Pricing will be as posted through piggy back agreement.

Respectfully submitted,



Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: **Karen Marlow, Manager of Purchasing**

DEPARTMENT: Corporate Services

RE: **Tender for Civic Centre Blinds Phase I**

Purpose

Attached hereto for Council's information and consideration is the summary of the tenders received for the supply and installation of Civic Center Blinds. Staff is seeking Council approval of the tender recommendation.

Background

The tender was publicly advertised and tender documents forwarded to all firms on the bidders list. The closing date for submission of tenders was April 1, 2021 at 12:00 p.m. The Tender opening was conducted with the Deputy City Clerk in attendance.

Analysis

Phase I – requested blinds for the South and East exposures of windows on all Levels; and all exposures of Level 1.

The tenders received have been thoroughly evaluated and reviewed by city staff representing the Building Services Division – Public Works and the low tendered price, meeting specifications, has been indicated on the attached summary.

Financial Implications

During the 2021 Budget deliberations, Council approved the allocation of \$150,000 for Civic Centre Blinds out of the Facilities Maintenance Reserve.

The low tendered price of \$79,999.00 will result in a total expenditure of \$81,406.98 including the non-rebatable portion of HST.

This amount can be accommodated from within the approved allocation.

Strategic Plan / Policy Impact

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

Tender for Civic Centre Blinds

May 31, 2021

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated 2021 05 31 be received and the recommendation that the tender for the supply and installation of Phase I Window Blinds as required by Building Services – Public Works be awarded to Floormaster Inc, Brampton at their low tendered price of \$79,999.00 plus HST, be approved.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'K Marlow', is written over a light blue horizontal line.

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

SUMMARY OF TENDERS
CIVIC CENTRE BLINDS

<u>Firm</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Advance Interior Sault Ste. Marie, ON	48 w/days	1 year material 1 year labour	\$199,900.00	Meets Specifications
Dumanski Office Interiors Sault Ste. Marie, ON	30 w/days	1 year material 1 year labour	\$57,400.00	Does not meet specifications
Floormaster Inc. Brampton, ON	60-75 w/days	3 year material/1 year mechanism 1 year labour	\$79,999.00	Meets Specifications
Mio's Furniture Fashions Sault Ste. Marie, ON	90 w/days	1 year material 90 day labour	\$120,000.00	Meets Specifications
Shutter Professionals Inc. Ajax, ON	3 w/days	25 year material 5 year labour	\$97,988.00	Does not meet specifications
Soo Mill and Lumber Co. Sault Ste. Marie, ON	Approx 30 w/days	1 year material 1 year labour	\$183,333.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be \$81,406.98 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price submitted by Floormaster Inc. be accepted.

Karen Marlow
Manager of Purchasing



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: **Karen Marlow, Manager of Purchasing**
DEPARTMENT: Corporate Services
RE: RFQ Annual Maintenance & Subscription Fees Dynamics GP

Purpose

This report has been prepared for Council's information and consideration concerning Dynamics GP Maintenance and Subscription Fees for the one-year period commencing May 31, 2021. Staff is seeking Council approval of the recommendation contained in this report.

Background

Microsoft Great Plains Software (Dynamics GP) is the Enterprise Resource Planning (ERP) solution used by the City to manage its accounting and other business processes. Annual maintenance and software subscriptions are required to allow continued use of the software

Analysis

Annual maintenance and subscriptions for Dynamics GP can only be obtained through an authorized Microsoft reseller. CentralSquare Canada Software Inc. (formerly Diamond Software Inc.) provided the original software & customization, and support since the use of Dynamics GP has been adopted by the City. Due to the longstanding provision of these services, CentralSquare is able to provide the City with support reflecting and meeting our needs.

Approval of sole sourcing for provision of these services has been made in the past; 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

CentralSquare Canada Software Inc. has quoted a cost of \$93,517.74 plus HST for annual maintenance for Dynamics GP for the one-year period commencing May 31, 2021. This reflects an increase of approximately 5% over the cost for 2020.

The total cost to the City of approximately \$95,164 including non-rebatable HST can be accommodated within the 2021 approved operating budget for Information Technology's (IT) Software Support Account.

Strategic Plan / Policy Impact

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

Recommendation

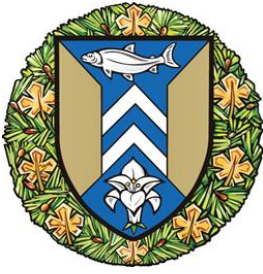
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated 2021 05 31 be received, and the recommendation that the quotation submitted by CentralSquare Canada Software Inc. for Dynamics GP Maintenance and Subscription Fees for the one-year period commencing May 31, 2021, at the quoted cost of \$93,517.74 plus HST, be approved on a sole source basis.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'K Marlow', is positioned above the printed name and title.

Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: **Karen Marlow, Manager of Purchasing**

DEPARTMENT: Corporate Services

RE: **Tender for One (1) Vacuum Truck – Public Works**

Purpose

Attached hereto for Council's information and consideration is the summary of the tenders received for the supply and delivery of one (1) Vacuum Body Tandem Truck required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

This item appeared on May 10, 2021, but was pulled from the Agenda upon receipt of new information brought forward just prior. MTO load rating specifications were changed, and initially expected to affect tendering needing to upgrade from Tandem to Tri-Axle unit.

Upon further assessment of information by PWE, we are able to move forward with tendered results, as it was determined that purchase of onboard scale system would provide visual load warnings and meet MTO requirements. This system valued at less than \$5,000 will be purchased separately, from within same Capital Funding allocation.

Background

The tender was publicly advertised and tender documents forwarded to all firms on the bidders list. The closing date for submission of tenders was March 8, 2021 at 12:00 p.m. The Tender opening was conducted March 15, 2021 with the Deputy City Clerk in attendance.

Analysis

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

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

Tender for One (1) Vacuum Truck

May 31, 2021

Page 2.

Financial Implications

During the 2021 Budget deliberations, Council approved the allocation of \$935,000 for Sanitary Sewer Fleet equipment including procurement of this particular piece of equipment.

The low tendered price of \$521,834.00 will result in a total expenditure of \$531,018.28 including the non-rebatable portion of HST.

This amount can be accommodated from within the approved allocation for Sanitary Sewer Fleet equipment for 2021.

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 Manager of Purchasing dated 2021 05 31 be received and the recommendation that the tender for the supply and delivery of one (1) Vacuum Body Tandem Truck as required by Public Works and Engineering Services be awarded to TMS Truck Centre at their low tendered price of \$521,834.00 plus HST, be approved.

Respectfully submitted,



Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

SUMMARY OF TENDERS
ONE (1) VACCUUM BODY TANDEM TRUCK

<u>Firm</u>	<u>Option</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Joe Johnson Equipment Innisfil, ON		2021 Epoke SKE 8	80 w/days	1 yr 2 yr water pump 5 yr debris tank/vacuum devise/compressor 10 yr water tank	\$551,897.00	Meets Specifications
TMS Truck Centre SSM, ON	Opt. 1	2022 Western Star 4700SB	290 w/days	1 yr 2 yr water pump 5 yr debris tank/vacuum devise/compressor 10 yr water tank	\$521,834.00	Meets Specifications
TMS Truck Centre SSM, ON	Opt. 2	2022 Freightliner 114SD	290 w/days	1 yr 2 yr water pump 5 yr debris tank/vacuum devise/compressor 10 yr water tank	\$507,379.00	Does not meet Specifications

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

The total cost to the City will be \$531,018.28 including the non-rebatable portion of the HST.

It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted as TMS Truck Centre, Opt. 1, be accepted.

Karen Marlow
Manager of Purchasing



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: **Karen Marlow, Manager of Purchasing**

DEPARTMENT: Corporate Services

RE: Tender for Two (2) Motor Graders

Purpose

Attached hereto for Council's information and consideration is a summary of the tenders received for the supply and delivery of two (2) Graders required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

Background

The tender was publicly advertised and tender documents forwarded to all firms on the bidders list. The closing date for submission of tenders was March 15, 2021 at 12:00 p.m. The Tender opening was conducted March 15, 2021 with the Deputy City Clerk in attendance.

Analysis

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

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

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

Tender for Two (2) Motor Graders

May 31, 2021

Page 2.

Financial Implications

The low tendered price of \$455,579.24 per unit including maintenance agreement will result in a total expenditure of \$927,194.87 for acquisition of two graders including the non-rebatable portion of HST.

This will initially be internally financed and subsequently funded from an annual repayment from PWES' Operations Hired Equipment Operating account of \$130,000 for the next 7.5 years.

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 Manager of Purchasing dated 2021 05 31 be received and the recommendation that the tender for the supply and delivery of two (2) Graders as required by Public Works and Engineering Services be awarded to Brandt Tractor Ltd. at their low tendered price including Maintenance Agreement of \$455,579.24 per unit plus HST, be approved.

Further be it resolved that the purchase be funded from an annual repayment from PWES' Operations Hired Equipment Operating account of \$130,000 for the next 7.5 years.

Respectfully submitted,



Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: March 15, 2021
File: 2021PWE-PWT-08-T

SUMMARY OF TENDERS
LEASE/PURCHASE TWO (2) MOTOR GRADERS

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Purchase Price/Unit Including Mtce. Agreement (HST extra)</u>	<u>Remarks</u>
Brandt Tractor Ltd. Lively, ON	2021 JD 7726 AWD	120 w/days	5 yrs/5000hrs.	\$455,579.24	Meets Specifications
Toromont Sault Ste. Marie, ON	2021 Cat 140	60 w/days	5 yrs/5000hrs.	\$503,302.40	Does Not Meet Specifications

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

The total cost to the City will be \$927,194.87 including the non-rebatable portion of the HST.

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

Karen Marlow
Manager of Purchasing



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Municipal App

Purpose

The purpose of this report is to provide information to Council regarding the creation of a municipal app to provide information to residents and visitors.

Background

On October 23, 2017, City Council passed the following resolution:

Whereas the City of Sault Ste Marie has many online services available on its website; and

Whereas increasingly, tourists, residents and others are using smartphones to easily access data from anywhere; and

Whereas apps for smartphones can be great promotional tools and information sources;

Now Therefore Be It Resolved that the City of Sault Ste Marie examine developing an app where information on City services can be obtained, including but not limited to, maps of heritage properties in the City, locations of recreational facilities, the corporate events calendar, and other information helpful to residents and tourists.

Staff have examined different options to develop an app for residents and tourists and, in addition, examined the City website as well as the tourism and economic development website. The tourism website was recently re-developed and launched (www.saulttourism.com) and the economic development site is currently being re-developed with launch expected in Q3 2021.

Analysis

City staff have been investigating different options for the development of a municipal app. There are a number of companies with solutions that can be purchased and there is also an option to develop an app in-house.

Pricing for third party solutions vary – on example to provide Council with a basic overview of cost would be \$4,000 for initiation of an app and an ongoing support fee of \$10,000.

For either direction, the best time to implement a new app would be when a refresh takes place with the City website. At that time, technology and content will be updated which will make it easier to implement an app. City staff are hoping to update the City website in 2022 (referred to budget) and the development of an app to complement can be included in the budget request.

I.T. along with CD&ES will continue to investigate possible solutions the industry has to offer and that the findings will be used for the creation of a future Request for Proposal (RFP).

Financial Implications

There are no financial implications at this time – a request will be made with the 2022 budget to reflect the City website redevelopment project and a municipal app.

Strategic Plan / Policy Impact

This item is related to the Values identified in the Corporate Strategic Plan – Innovation and Productivity, “We will embrace innovative solutions to improve productivity and achieve excellence in customer service.”

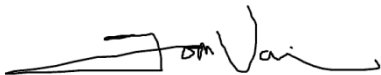
Also, in the Service Delivery focus area – Delivering Excellent Customer Service, “The citizens of Sault Ste. Marie are the focus of our work and our existence. Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society. Dynamic citizen engagement is critical to our success.”

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of May 31, 2021 concerning the development of a municipal app be received as information.

Respectfully submitted,

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

Sault Ste. Marie Municipal App

May 31, 2021

Page 3.

Tom Vair

Deputy CAO of Community Development and Enterprise Services

705.759.5264

t.vair@cityssm.on.ca



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Kathy Fisher, Curator
DEPARTMENT: Community Development and Enterprise Services
RE: Annual Report – Operations 2020 ECNHS
Historic Sites Board

Purpose

This is a request for Council's approval on the submission of the Annual Report 2020 on the operations of the Ermatinger Clergue National Historic Site, as per the By-laws of the Historic Sites Board governance responsibilities.

Background

Every year, an annual report is prepared on all areas of the operation of the Ermatinger Clergue National Historic Site. The report is a requirement of the Historic Sites Board in their governance by-law for the responsibility of overseeing the operations on behalf of Council. The Annual Report is also a requirement for meeting the Provincial standards of a community museum, and is submitted to the Province each year with the Community Museum Operating Grant (CMOG) application.

The Historic Sites Board and staff of the Ermatinger Clergue National Historic Site have prepared the 2020 report to best reflect the operations in light of the COVID-19 pandemic.

Analysis

Each year an Annual Report provides a summary of the operations, which includes statistical information regarding visitation, volunteers, programs, and collections. It provides insight into the comparison of some of the key performance measures analyzed to ensure that we operate as a viable museum, attraction, and as stewards of conservancy and education.

Financial Implications

The annual report summarizes how the operations contribute to the financial sustainability and fiscal responsibilities to the City of Sault Ste. Marie.

Strategic Plan / Policy Impact

As part of the governance standard, it is mandatory that the Historic Sites Board continue to update the strategic plan for the Site, and to utilize the statistical analysis from the Annual Report to determine the needs.

Annual Report – Operations 2020 ECNHS
Historic Sites Board
May 31, 2021
Page 2.

Recommendation

It is therefore recommended that Council take the following action:

That the report of the Curator of the Ermatinger Clergue National Historic Site dated May 31, 2021 concerning the Annual Report – Operations 2020 ECNHS Historic Sites Board be received.

Respectfully submitted on behalf of the
Historic Sites Board,

A handwritten signature in black ink, appearing to read "Kathy Fisher", written over a faint circular stamp.

Kathy Fisher, Curator
Ermatinger Clergue National Historic Site
705.759.5443
k.fisher@cityssm.on.ca



2020 ANNUAL REPORT

ERMATINGER•CLERGUE NATIONAL HISTORIC SITE



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Ermatinger • Clergue
National Historic Site



Executive Summary

The first quarter of 2020 began with business as usual, however, as we all discovered, the way in which we offer services had to instantly pivot and be redefined, in order to reinvent the way in which we do business.

During the beginning of the pandemic, we took the opportunity to work on some much-needed collection management and digitization of artifacts. This work is ongoing and always in need of attention. We even posted our archival work on social media, to share the process, and to keep in touch with our community.

This soon evolved into a continual redesign of our services to be able to provide outreach as the pandemic continued. The creation of Virtual Tea's, Zoom Curriculum, and Curbside pickup became the norm. On-Site events were redesigned to adapt to public health regulations, resulting in our Bubble Bonfires out on the front lawn as well as our socially distanced "socials".

The Friends of ECNHS, our hosts of Fall Rendezvous each year, provided a full on-line Virtual Festival through Zoom, Facebook, Instagram and YouTube.

In 2019 we had record breaking visitation – on site, and the comparison of engagements is explained fully in this report. In comparison I have evaluated the 2020 engagements. The pandemic crisis made us look at alternative visits, and now as we move forward, we will continue to offer a combined reach. Year-end statistics now reflect Virtual attendance and outreach.

Financially, approval was provided by Canadian Heritage for receipt of the COVID Emergency Support Fund, Museums Assistance Program.

I would like to take this opportunity to thank everyone who assisted in the pivot of programming and adapting to the changes - Patrons, Staff, Friends, and new audiences. We really are in this together!

This report was compiled with the assistance of our Programmer, Ian Ganton.

Kathy Fisher, Curator
Bsc, Bsc, Associates Degree
Certificate in Museum Studies
AMCTO - MAP



Mandate

The Ermatinger•Clergue National Historic Site provides visitors and residents of Sault Ste. Marie with an opportunity to *experience* the history of our community through the preservation and historic interpretation of artifacts related to the Site; within the Ermatinger Old Stone House, the Clergue Blockhouse, the Heritage Discovery Centre, including the heritage gardens and grounds and through related festivals and events.

Governance

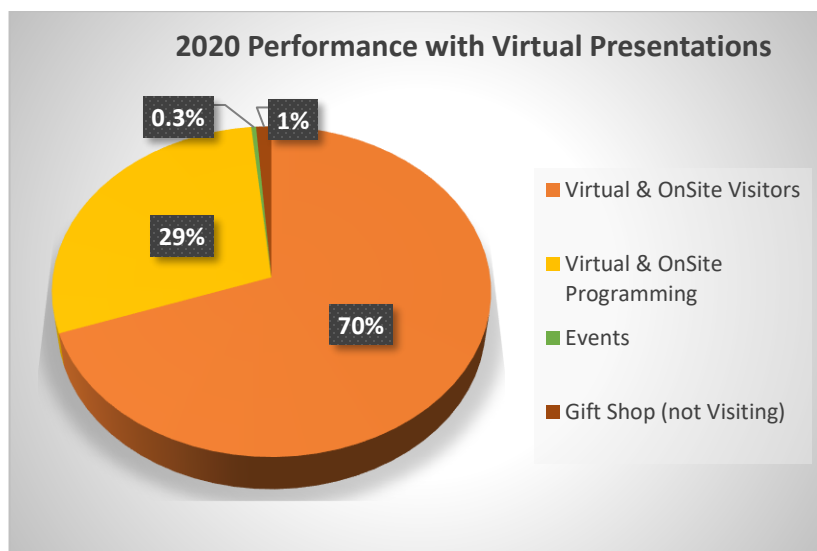
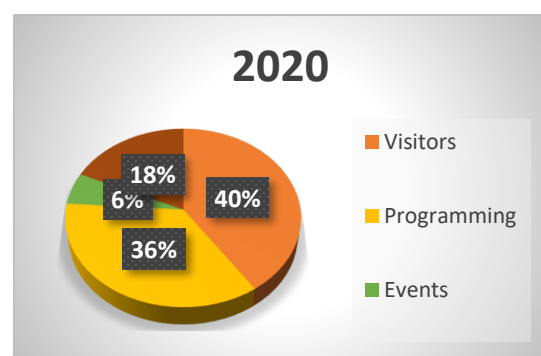
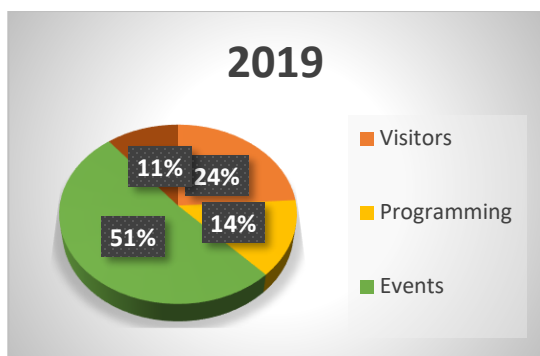
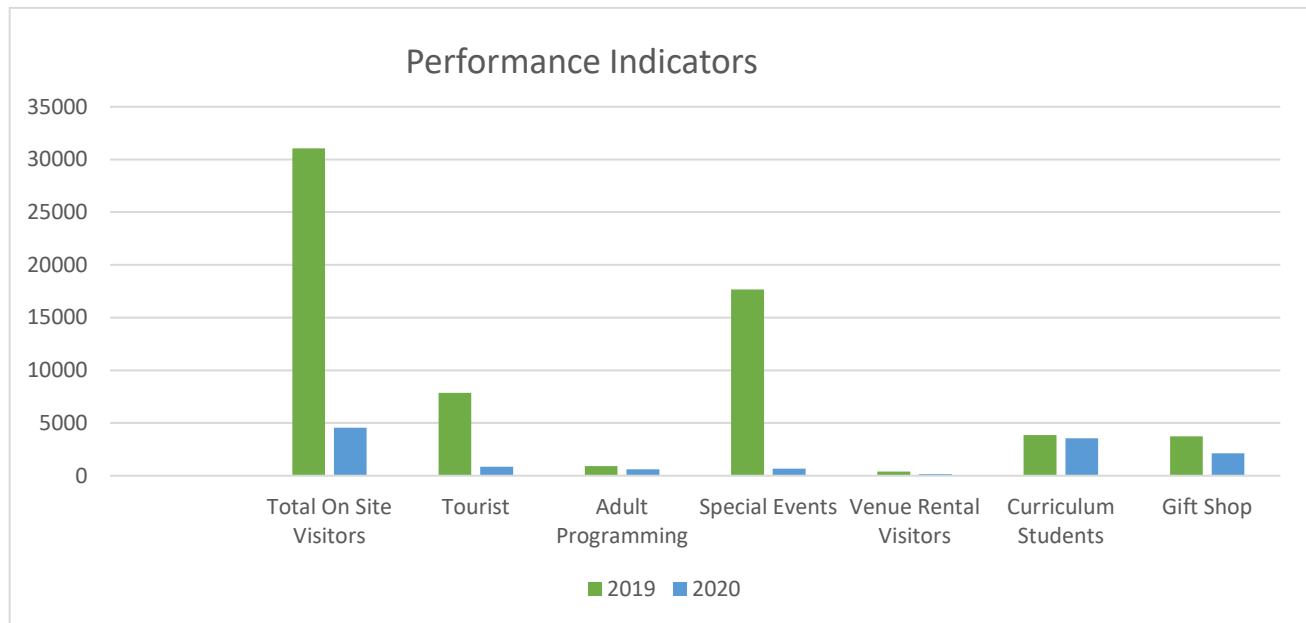
The Ermatinger•Clergue National Historic Site is owned and operated by the City of Sault Ste. Marie, under the management of the Historic Sites Board, an appointed Board of Council. The 2020 Board comprised of six Council-appointed citizens and one Council member.

The Historic Sites Board By-law mandates the responsibilities of the Board in overseeing the operations of the Ermatinger•Clergue National Historic Site. In 2018 and 2019, the Historic Sites Board reviewed and revised their strategic plan and governance policy to reflect the direction of the Ontario Museum Association, Ontario Cultural Plan, City of Sault Ste. Marie's corporate strategic plan, and the SSM Downtown Association plan.

The Historic Sites Board along with the Curator, ensure that the Ontario standards for Museums are met and are submitted to the Ministry of Heritage, Sport, Tourism, and Culture - Province of Ontario, each year.



Key Performance Indicators



2020 Key Performance Indicators	
4559	Total Visitation
117437	Social Media Engagements & Virtual Audiences
861	Tourists
600	Adult Programming
666	Special Events
46292	Total Adult & Students Virtual Programming
165	Venue Rental Visitors
46	Curriculum Students on Site
3510	Curriculum Students Virtual audience
2126	Non visiting museum - Gift Shop Visitors



Educational Programming

Curriculum Based

Q1 – On Site Tours ~ Q2, Q3, Q4 - Virtual

Program Name	Number of Programs	Number of Participants
Pioneer Living (Grade 3)	3	46
Fur Trade (Grade 7) **	16	2189
Yuletide (Grade 1 to 3)*	6	1321
Total:	25	3556

** Fur Trade Program is included in Fall Rendezvous – Virtual Festival 2020 & Culture Days 2020

*Yuletide – teachers packages picked up – Virtual presentations

Youth, Adult, & 55+

On site & Virtual

	NUMBER OF PROGRAMS	NUMBER OF PARTICIPANTS
Fridays by the Fire - Lunch & Learn	10	259
Family Day February 17th	1 day – 6 programs	218
Fall Rendezvous – stations for public education festival days	2 days – 10 programs Virtual Presentations	12418 Engagements & Views
Lilac & Lavender Packages – curbside	5 virtual teas = 51 packages	93
Strawberry Social – curbside packages	3 days	37
Strawberry Social – front lawn in person	8	118
Blueberry Breakfast – front lawn in person	5	93
Blueberry Social – front lawn in person	6	98
Backyard Bonfires – front lawn bubbles	8	72
Christmas Lunches – in person distanced	4	37
Christmas Dinners – in person distanced	4	38
Yuletide Tasty Treats – baking – curbside	1 day pick up – assorted pkgs	54
NOLA – Basket pick up curbside	3 days	82
Teas – in person distanced	2	23
Virtual Easter Egg Hunt	1 event – 12 postings	15106
Virtual Pumpkin Count	1 event – 12 postings	7554
Bus Tours – in person – Heritage presentations	2	31



Outreach Exposure

2020 had limited outreach exposure due to the pandemic. Staff and volunteers participated in and collaborated with partnered organizations, in the following opportunities:

- Seedy Saturday – Horticultural Society / Sault College - 345 people engaged at the booth
- Heritage Week – Mall Display at Station Mall - 168 people engaged at the booth
- Culture Days Ontario – Virtual Presentations – You Tube - 22511 people engaged in You Tube / Facebook

Partnership & Venue Use



- Friends of ECNHS – 11 meetings on site or Zoom, AGM (Zoom)
- Living History Algoma – SSM Oral Histories, Sault Stories, & Theatre in Motion
- Royal Newfoundland Regiment – Bulgar's Unit – Re-enacting group
- Algoma University Archives and Shingwauk Kinomage Gamig (Shingwauk University)
- Sault Ste. Marie Public Library – Volunteer Recognition gift certificates – Library Pass (in 2019 the free pass was borrowed for 52 visits)
- Tourism SSM, Future SSM, Algoma Country, Destination ON
 - 4Culture – Sault Ste. Marie Museum, Canadian Heritage Bushplane Museum, Art Gallery of Algoma
- Parks Canada Sault Canal and Fort St. Joseph
- Downtown Association
- Algoma Country Culinary Tourism
- Senior Services 55+ & Seniors Carpet Bowling programming (19 dates = 100 participants)
- North Shore Cultural Attractions Network
- Weddings booked on site – 1 in 2020 = 22 people
- Group annual meeting dinner – 1 in 2020 = 17 people
- Ontario Museum Association – Board of Directors, Program Committee Conference 2020, and projects such as: Diversity and Inclusion Symposium & Toolkit



Festivals and Events

Fridays by the Fire

Every Friday January through to mid-March, a lunch & learn program.

Seniors Carpet Bowling

Wednesday's & Fridays – January to mid- March – Theatre in HDC.

Easter Egg Hunt

Virtual Facebook – 12 posts

Lilac and Lavender

Victorian High Tea – Curbside special culinary packages & Zoom Tea's – 4 in June.

Strawberry Social

In July we were on the front lawn under tents to provide outdoor social distancing. We offered Curbside packages takeout to those who wanted take out.

Blueberry Festival

This August festival included: Blueberry Pancake breakfast and a Blueberry Social. The event was on the front lawn under our historic tents to provide outdoor social distancing. Curbside packages were available for takeout.

Fall Rendezvous

September's Annual [Fall Rendezvous](#) hosted by "Friends of" A four-day event. This year was presented Virtually. Two days of Zoom to the School Boards for curriculum programming, and then two days on Facebook / YouTube for public sessions.

Culture Days

For the month of October, we presented Virtually a number of presentations from Fall Rendezvous, and we released our new filmed version of [Moments in Algoma](#) a Group of Seven experience. This filmed version of our Theatre production, was funded by the Friend of ECNHS through their BCAH grant, for Fall Rendezvous. Other presentations were in partnership with many organizations in the SSM Hub. Facebook and YouTube were once again our platforms.

Pumpkin Count

October Virtual Facebook – 12 posts

Moonlight Magic

In partnership with the Downtown Association – Virtual promotion and Curbside available.

Yuletide Tasty Treats

In light of the fact that we could not offer our regular Christmas Teas, we took orders for our Ermatinger specialty homemade holiday baking & Signature Chocolates for curbside pick up.



Venue Rentals and Facility Use

The Heritage Discovery Centre provides the Ermatinger•Clergue National Historic Site with a unique opportunity to rent out the theatre and/or foyer.

During this pandemic year, we are able to book in small events and receptions, small conferences, weddings, showers, and annual meetings, all of which have been very well received in previous years.

The summer kitchen in the Ermatinger Old Stone House still is a popular venue for any occasion.

Venue use in 2020 included:

- 1 Wedding with dinner & Wedding Photo's
- 2 Dinners – private (small for social distancing)
- 1 Celebration of Life
- 1 Retirement
- Meetings:
 - ✓ Historic Sites Board
 - ✓ Friends of ECNHS
 - ✓ Living History Algoma
 - ✓ Algoma Country – Culinary Tourism



Gift Shop – The Post

In 2020, the Gift Shop within the Heritage Discovery Centre operated for the fourth year completely by Site staff and volunteers. Purchased merchandise for resale, and local artist's consignment items in combination comprised the inventory.

The challenges for 2020 were: pivoting to curbside, and the inability to perform e-commerce and on-line shopping.

Net Revenue 2020 (COVID lockdowns & curbside):	\$ 5802.57
Net Revenue 2019:	\$13,352.31
Net Revenue 2018:	\$ 10,028.95
Net revenue 2017:	\$ 9,860.00



Tourism Impacts due to COVID-19 Pandemic



The Ermatinger•Clergue National Historic Site as most Ontario museums, was substantially affected by the loss of Tourist.

The following Tourism partnerships were **CANCELLED**, and therefore, did not visit the Site in 2020:

- Cruise Ship passengers 2019 visitation was 2398 and provided admission revenue
- Road Scholar & Group Bus Tours 2019 visitation was 1071 and provided admissions & courses revenue
 - Road Scholars also purchased the Dinner Theatre package
- On Site Curriculum School Tours 40 to 70 classes with 23 approximate students in each class - courses revenue
- Special Events (Poutine, Moonlight) 2019 visitation was 18,000 which provided courses revenue
- Gift Shop Sales Statistics and net revenue reported on previous page
- Volunteer Assistance 48 volunteers over 5000 hours
- Staffing levels Reduction of Hours for Part Time staff

DAYS OPEN: - 180 minimum required for Museums Standards

Months	2019 - # of days open	2020 - # of days open
January	21	21
February	19	21
March	21	10
April	20	0
May	26	0
June	30	6
July	31	23
August	31	20
September	30	22
October	27	23
November	20	20
December	16	17
TOTALS	292	183

HOURS OPEN: – 1060 minimum required for Museum Standards

2019 REGULAR OPERATIONS we were open 2728 Hours

2020 PANDEMIC YEAR we were open 1664 Hours





Effects of COVID-19 pandemic on Tourism

Visitation at the Ermatinger Clergue N.H.S

General
Visitors

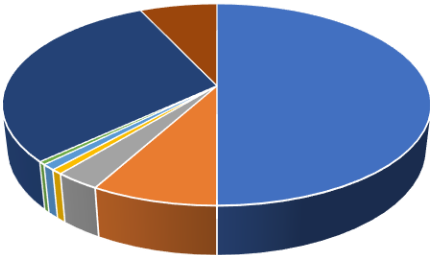
Events
& Festivals

Cruise
Ships

Bus
Tours

Virtual
Engagement

2019 Tourism



2020 Tourism

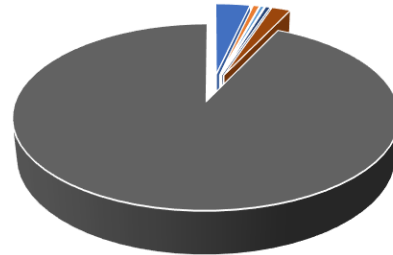


Exhibit Changes

PERIOD MUSEUM ROOMS

- Artifact changes within the period rooms
- Seasonal changes for events with appropriate decorations.

AUDIO TOURS

- In 2018 audio wands were purchased
- In 2019 first audio tour - English only was recorded for self guided tours
- 2020 the French version was translated, and ready for uploading.

VIRTUAL CONTENT (setting the stage)

- Virtual Egg Hunt
- Virtual Pumpkin Count
- Yuletide Traditions grade 1, 2, 3 curriculum
- Seasonal changes in all buildings - rooms & open spaces.



Volunteers

Volunteers who assist in activities, events, and programming are a mix of individuals from the following areas:

- Members of the Historic Sites Board
- Members of the Friends of Ermatinger•Clergue National Historic Site
- Adult and Youth Re-Enactors
- Museum studies student intern
- Adults & Seniors (55+) who individually want to assist in many capacities

The site is managed by a volunteer Board (Historic Sites Board) which is comprised of **7 members** contributing a total of **168 hours** for Board Meetings, and a grand total of approximately **324 hours for 2020** for other activities. Members for the Sault Ste. Marie Historic Sites Board are appointed by City Council every 2 years.

The Ermatinger•Clergue National Historic Site has **42 volunteers** who normally (2019) contribute **4666 hours** of volunteer assistance – not including the Board members. Many of the volunteers began to help in the planning years of 2010 & 2011, and then during the 200th Commemoration of the War of 1812, however, we are graced with some volunteers that have achieved over 30 years of service and bringing “History to Life”!

2020 Grand total - 48 volunteers donated - 768 hours of assistance

Staffing Levels

The Ermatinger•Clergue National Historic Site consists of 3 buildings and heritage gardens, operated year-round, since the 2015 opening of the Heritage Discovery Centre.

2020 Staff levels at the Ermatinger•Clergue National Historic Site were dramatically affected by COVID-19, as we were forced to layoff staff during closures, and bring back staff only as required.

Regular year-round staff:

- 1 Full Time Permanent Curator
- 1 Full Time Permanent (Heritage) Programmer Assistant
- 1 Part Time Garden / Grounds / House Keeper - seasonal
- 1 Part Time Cook
- 1 Part Time Administrative Assistant & Gift Shop Administrator

Students:

- 1 Young Canada Works Summer Student (Federally Funded) – Fall work term due to COVID-19
- 1 Provincial Summer Experience Program (Provincially Funded) – Fall work term due to COVID-19
- 1 Museum studies intern student – 1 month placement – Collections Management



Virtual Engagement

The total page **“LIKES”** on our Facebook:

2020 = 1199

2019 = 1018

2018 = 595

2017 = 203

The total **“FOLLOWERS”** on our Facebook:

2020 = 1225

2019 = 1008

2018 = 599

ZOOM – Virtual Learning Curriculum tours

September = 7504 students	Fall Rendezvous - Grades 6, 7, & 8	all school boards
December = 1321 students	Yuletide Traditions – Grades 1, 2, & 3	HSCDSB

Other Social Media

April – Facebook – Easter Egg hunt – 12 posts to count

May – YouTube video – [Welcome Back](#)

May – Facebook – May is Museum Month

June – Zoom – Lilac & Lavender Tea Kits sold curbside – Tea on Zoom

June – Facebook – re-opening & gift shop re-opening

July – Facebook – Strawberry Social event & assorted posts re: gardens and exhibits

August – Facebook – Blueberry Binge: festival with Heritage Block in Downtown

August – Facebook – Blueberry festival promotion at Ermatinger

September – Facebook – Culture Days and Fall Rendezvous promotion

September – Facebook – live streaming: [Fall Rendezvous](#) presentations and YouTube pre-recorded

October – Facebook – Pumpkin count – 12 posts to count

October – Facebook – Culture Days presentations – from YouTube pre-recorded at ECNHS

October – Facebook – Moments of Algoma – from YouTube recording [“A Group of Seven Experience”](#).

November – Facebook - Remembrance Day & Gift Shop posts

November – Facebook – Yuletide Tasty Treats – Christmas baking curbside orders

December – Facebook – Gift Shop promotion

ECNHS – ANNUAL REPORT – January to December 2020

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Maintenance, Restoration, and Asset Management

During 2019, the Historic Sites Board approved a further study to be completed on the Site and Facilities to assess the conditions. This report, in conjunction with City of Sault Ste. Marie Asset Management review, was then further utilized to formulate priorities in the Maintenance and Restoration projects required to maintain the integrity of the buildings and grounds. The reports identified the following critical items, for which City Council approved funding towards these items. The Board received approval from their application to Rural Economic Development funds.

Due to the pandemic closures in 2020 and the COVID-19 restrictions, the construction projects were deferred to 2021 and will restore the following:

- Four chimneys on the Ermatinger Old Stone House: repointing and mortar fixes. Repointing of front steps and back basement stairs.
- Correct basement leakage: the exposed walls in the basement of the EOSH show, parging at grade level and efflorescence on walls from grade level to floor, – excavation, waterproofing, and drainage required.
- Repaint and putty windows and other wood trim elements (mutton bars & re-putty) on both the Ermatinger Old Stone House and the Clergue Blockhouse. Many windows look as if the putty and mutton bars are not supporting the glass. Wood framing is rotting and showing signs of punky wood. Front portico columns have wood rot and cedar shingle roofing requires replacing.

Collection Management

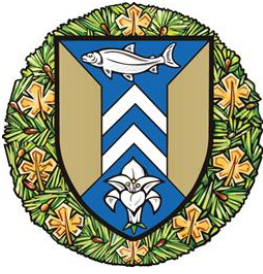
During the closure of the museum / site for the pandemic, we began a concentrated effort again to work on the collection. Work included an intern from the Museum Studies program to assist us. We digitized close to 200 artifacts, as well as completing condition reports on each of them. Archival work, filing, and sorting was a project in April by the Curator, and while working on the collection management, a few Facebook posts were completed to engage audiences about the process and our findings.

Summary

As per the Historic Sites Board by-law this report shall be submitted annually to City Council as well as with the application to Community Museums Operating Grant – Grants Ontario.

☞ THE END ☞





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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Ownership Change - Soo Thunderbirds Hockey Club Inc.

PURPOSE

The purpose of this report is to seek Council's approval to enter into a new agreement between The Corporation of the City of Sault Ste. Marie ("City") and the Soo Thunderbirds Hockey Club Inc. ("Club").

BACKGROUND

On June 15th of 2010, the City and the Club entered into an agreement pertaining to ice time and rink board advertising at the John Rhodes Community Centre and ice time at the GFL Memorial Gardens (GFL). Following a transfer of a controlling interest of shares in the Club a new agreement was entered into on September 11h of 2016, purely as a matter of housekeeping, and with City Council's consent.

At a Council meeting dated June 12, 2017 the following resolution was passed.

Resolved that By-law 2017-123 being a by-law to authorize the execution of the Agreement between the City and Soo Thunderbirds Hockey Club Incorporated for the use of the John Rhodes Community Centre be passed in open Council this 12th day of June, 2017.

Staff were notified of a change in ownership on April 20, 2021 and are requesting an agreement be entered into to continue the existing relationship with the City.

ANALYSIS

Change of ownership is common among lower tier hockey clubs. Since the execution of the most recent agreement, controlling interest of the Club has once again been transferred, therefore a new agreement between the City and the Club is required. Discussions have taken place between, the new owner and Community Development and Enterprise Services staff, and reviewed by the City's Legal department.

The parties are satisfied with the terms and conditions as set out in the new agreement, which remain consistent with the prior contract. Staff are

recommending the agreement and are looking forward to working together with the new ownership group.

FINANCIAL IMPLICATIONS

There is no financial impact as a result in the change of ownership.

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 Director, Community Services – Community Development & Enterprise Services dated May 31, 2021 be received.

Furthermore, that Council approve the execution of the Agreement. By-law 2021-107 and agreement appear elsewhere on the agenda.

Respectfully submitted,



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



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: GFL Memorial Gardens Agreements

PURPOSE

To seek Council's approval to waive the fees for the 2020-21 season and to extend each agreement for an additional one (1) year timeframe.

BACKGROUND

The City of Sault Ste. Marie was advised on Monday November 2, 2020 of the Ontario Hockey League (OHL) 'Return to Play' protocol. Staff had worked through enhanced requirements from a facility standpoint in anticipation of the revised season start date of February 4, 2020.

The regular season schedule was anticipated to be reduced to 40 games and only eight of the 20 teams (four per conference) would qualify for the playoffs. In a regular season, there are 34 home games and the new proposal would have seen 20 home games representing a reduction of 14 games for the season.

Luxury suite owners had requested reduced payments as a result of the season not happening during the normal timeframe.

At a Council meeting date November 30, 2021 the following resolution was passed.

The report of the Director of Community Services was received by Council. Resolved that By-law 2020-207 being a by-law to authorize the execution of the Agreement between the City and The Private Suite Holders to reduce the annual luxury suite payments on a pro-rated basis at the GFL Memorial Gardens due to a shortened 2020-21 Ontario Hockey League season be passed in open Council this 30th day of November, 2020.

On April 15, 2021, Ontario's Minister of Tourism, Culture, and Sport Lisa MacLeod announced that it would be "irresponsible" to approve a return to play for the Ontario Hockey League right now.

On April 16, 2021, the Provincial Government announced a further strengthening of the stay at home order. Furthermore, on April 20, 2021 the OHL announced the end of return to play plans for the 2020-21 season.

ANALYSIS

Staff continue to communicate with Soo Greyhound ownership and stakeholders. Given the cancellation of the 2020-21 OHL season and no major concert events staff are recommending adjustments to three (3) lease agreements as follows.

1. Naming Rights Agreement
2. Pouring Rights Agreement
3. Beverage Rights Agreement

The Luxury Suite Holder Agreements were addressed through By-law 2020-207 which pro-rated payments for 2020-21 season. In communication with other municipalities, three (3) other venues have advised they are in process or will be recommending extension/concession to their existing contracts. Should Council support the same approach the City would forgo \$256,185.12 in lease payments as noted in the table below. Of this \$114,185.12 pertains to luxury suites and has been addressed as noted above. Safe restart funding received has offset the forgone revenue identified.

Foregone Financial Impact					
Name	Item	Fee	Advertising Share	Subtotal	Total
GFL	Naming Rights	\$75,000.00		\$ 75,000.00	
Algoma Industrial Ltd.	Suite Rentals	\$11,181.72			
Barzan Dentistry	Suite Rentals	\$11,181.72			
BDO Canada	Suite Rentals	\$14,031.97			
Easy Express	Suite Rentals	\$11,181.72			
Floreani Dentistry	Suite Rentals	\$11,181.72			
Hollywood Cambrian Mall	Suite Rentals	\$11,181.72			
Lucidia Ltd.	Suite Rentals	\$11,181.72			
Lukenda Holdings Inc.	Suite Rentals	\$11,181.72			
McDougall Energy Inc.	Suite Rentals	\$12,606.84			
Power Fuel & Lubri	Suite Rentals	\$11,181.72			
SSM Duty-free Shop	Suite Rentals	\$14,031.97			
Wishart Law Firm	Suite Rentals	\$12,606.84			
Less 20% Advertising to OHL Team			\$ 28,546.28		
				\$114,185.12	
Pepsi	Annual Beverage Rights	\$ 12,000.00			
	Annual Vending	\$ 9,000.00			
	Annual Marketing	\$ 3,000.00			
				\$ 24,000.00	
Molson	Beer Pouring Rights	\$ 37,000.00			
	Beer Cup Supply	\$ 4,000.00			
	Suite Rental	\$ 2,000.00			
				\$ 43,000.00	
Total					\$256,185.12

Proponents have had the option to terminate agreements during this time but have chosen not to as they see the value in the relationship with the City. Staff are recommending that any payments made in advance for the 2020-21 season

will be applied to the 2021-22 season thus extending the term for an additional year to compensate for the forgone season.

FINANCIAL IMPLICATIONS

The financial impact resulting from this change amounts to \$256,185. However, the safe restart program has minimized the overall impact to the Municipality.

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. We will work together to provide inclusive and accessible services to our diverse community.
- Under Community Development and Partnerships, this demonstrates our commitment to developing partnerships with our key stakeholders.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated May 31, 2021 be received.

Furthermore, that Council approve the following.

- That any payments made in advance for the 2020-21 season will be applied to the 2021-22 season.
- A one-year extension for the Naming Rights agreement. Identified in section 12. b) in the agreement (now expires July 31, 2029).
- A one-year extension of term for the Pouring Rights Agreements for forgone 2020-21 season. In good faith they have requested to execute their two, one-year extension clause to make it a three-year extension (now expires June 30, 2024).
- A one-year extension of term for the Beverage Agreement for forgone 2020-21 season (now expires July 31, 2022).

Corresponding By-law's 2021-111, 2021-112, 2021-113 and supporting Amending Agreement(s) appear elsewhere on the agenda for approval.

Respectfully submitted,



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Sail Superior Zodiac Tours - Fee Waiver

PURPOSE

To seek Council's approval to waive the docking fees from August 7 to 15th in support of the pilot Tourism SSM is conducting for Zodiac tours locally from the Roberta Bondar Marina.

BACKGROUND

Sail Superior is an Ontario Signature Experience, which operates Sailing, Catamaran and Zodiac Tours from Thunder Bay. Tourism SSM (TSSM) has approved a one (1) year pilot (Appendix A) regarding a potential expansion of their Superior Rocket Zodiac Tours to Sault Ste. Marie.

Sail Superior will be testing the local markets through a 9-day trial period in SSM this summer. The dates for the 2021 pilot project would be August 7th to August 15th (nine) operational days in SSM for 2021.

Sail Superior will be closing its Zodiac Tours in Thunder Bay for this period to allow the Boat to operate out of Sault Ste. Marie. Sail Superior has an estimated cost of \$30,973 to operate out of SSM for nine (9) days.

City Staff and Sail Superior are proposing to begin ticket sales as soon as possible and set a cut off date of June 15th for a 'Go-No-Go' decision. If sales are not performing well by June 15th, TSSM reserves the right to cancel the venture at no cost. A goal has been set to achieve 60% of tickets sold in advance.

ANALYSIS

This pilot is in partnership initiative with TSSM, Sail Superior, Destination Northern Ontario and Algoma Country.

Costing for the pilot is targeted at selling 60% of tickets prior to June 15, 2021.

Sail Superior community zodiac tours will be offered on the waterfront this summer. The tours are scheduled to run August 7-15th offering rides east on St.

Mary's River and west through the canal out into Lake Superior. This project is a tourism initiated venture however if successful may lead to expanded business operations in our community.

The vessel will be docked in the Bondar Marina throughout its stay in the community. Ideally, to make this project successful the cost of Sail Superior's operations, including items such as docking fees, must be covered through by either in kind support or ticket sale revenue.

Waived user fee amounts to approximately \$400 per table below.

Foregone Financial Impact Marina User Fee						
Name	Date	Weekly Rate	Price/Ft/Day	FT	No. of Boats	Total Pre HST
Sail Superior Zodiac Tour	August 7-13, 2021	\$ 8.10		30	1	\$ 243.00
	August 14, 2021		\$ 1.80	30	1	\$ 54.00
	August 15, 2021		\$ 1.80	30	1	\$ 54.00
Sub Total						\$ 351.00
HST						\$ 45.63
Total						\$ 396.63

Staff are fully recommending the request. This will provide an additional outdoor opportunity that will continue to activate the waterfront during the summer season.

FINANCIAL IMPLICATIONS

The financial impact resulting from this change amounts to approximately \$400 in forgone revenue.

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. We will work together to provide inclusive and accessible services to our diverse community.
- Under Community Development and Partnerships, this demonstrates our commitment to developing partnerships with our key stakeholders.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated May 31, 2021 be received.

Sail Superior Zodiac Tours - Fee Waiver

May 31, 2021

Page 3.

Furthermore, that Council approve the waiving of users fees to facilitate the Sail Superior pilot during August 7 to August 15, 2021.

Respectfully submitted,

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

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**SAULT
STE. MARIE**



APPENDIX A

SAIL SUPERIOR Sault Ste. Marie ZODIAC Tours

August 7-15, 2021

SAIL  SUPERIOR

Sail Superior Sault Ste. Marie Background

- City Staff (Tourism) have negotiated an agreement with Sail Superior, an *Ontario Signature Experience*, regarding an expansion of their Superior Rocket Zodiac Tours to Sault Ste. Marie.
- Sail Superior is a pillar on the waterfront of Thunder Bay operating seasonally with sailing, zodiac and catamaran tours
- Sail Superior is interested in testing the local for a 9-day trial period August 7th to August 15th 2021
- Sail Superior will close its Zodiac Tours operations in Thunder Bay for this period to allow for the Zodiac boat to operate out to SSM.
- If operations are successful and the demand for an adventure activity such as this is achieved there is opportunity to continue expanded operations in SSM in future years
- This opportunity compliments our community efforts to activate the Sault Ste. Marie waterfront
- City Staff and Sail Superior have launched tickets sales with a cut off date of June 15th for a 'Go-No-Go' decision. If sales are not performing well by June 15th, TSSM reserves the right to cancel the venture at no cost.
- The goal set is a minimum sales of 60% of tickets sold in advance.



Sail Superior Half Day Private Tours

5 Hour Half Day Tour “Soo Rapid” (Private Booking Only- 10 People)
Choose your destination- customizable per booking within 5 hour limit

Option 1: Half Day Adventure – North \$1475 + HST max 10 people

- Depart Sault Ste. Marie 8:30am – 5 hour trip with local SSM Guide.
- Lock through the Sault Ste. Marie Parks Canada Canal; National Historic Site for Canada
- Travel past Gros Cap to Goulais Bay and over to Ile Parisienne: Sandy Beach and Light House.
- Time to explore Ile Parisienne: Sandy Beach and Light House.
- Travel from Ile Parisienne to Batchawana Bay - visit the Voyageurs Lodge and Cookhouse for lunch

OR

- Travel from Ile Parisienne to Goulais Bay - have a lake shore lunch with the local guide, details to be worked out.
- Travel back to Sault Ste. Marie for 1:30pm

Option 2: Half Day Adventure – East \$1475 + HST max 10 people

- Depart Sault Ste. Marie 8:30am – 5 hour trip with local SSM Guide.
- Travel down the St. Marys River and past the shipping channel; enjoy the sight of freighters coming to Lock through.
- Travel to Fort St. Joe's on St. Joseph Island.
- Time to explore the Fort and hiking trails: interpretation available from Parks Canada Staff.
- Travel to Richards Landing on St. Joseph Island for lunch.
- Travel back to Sault Ste. Marie for 1:30pm

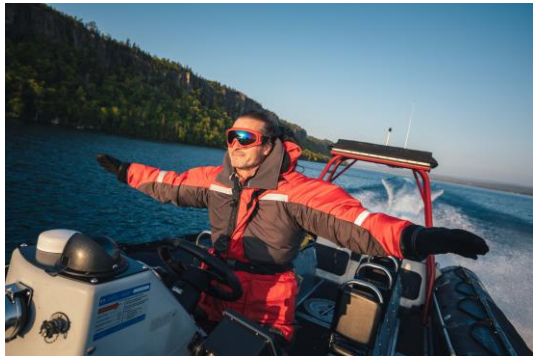
Sail Superior 60 and 90 Minute Tours- Harbour Blasts

Soo Lock Scramble– North (90 minute)

- Depart Sault Ste. Marie Bondar Marina daily 3pm and 6pm
- Lock through the Sault Ste. Marie Parks Canada Canal; National Historic Site for Canada with on board interpretive guide to provide history of this location for guests
- Travel to Gros Cap and view the Gros Cap Bluffs from the water
- \$99 (+ HST) individual ticket or \$891 (+HST) for private group booking up to 10 people

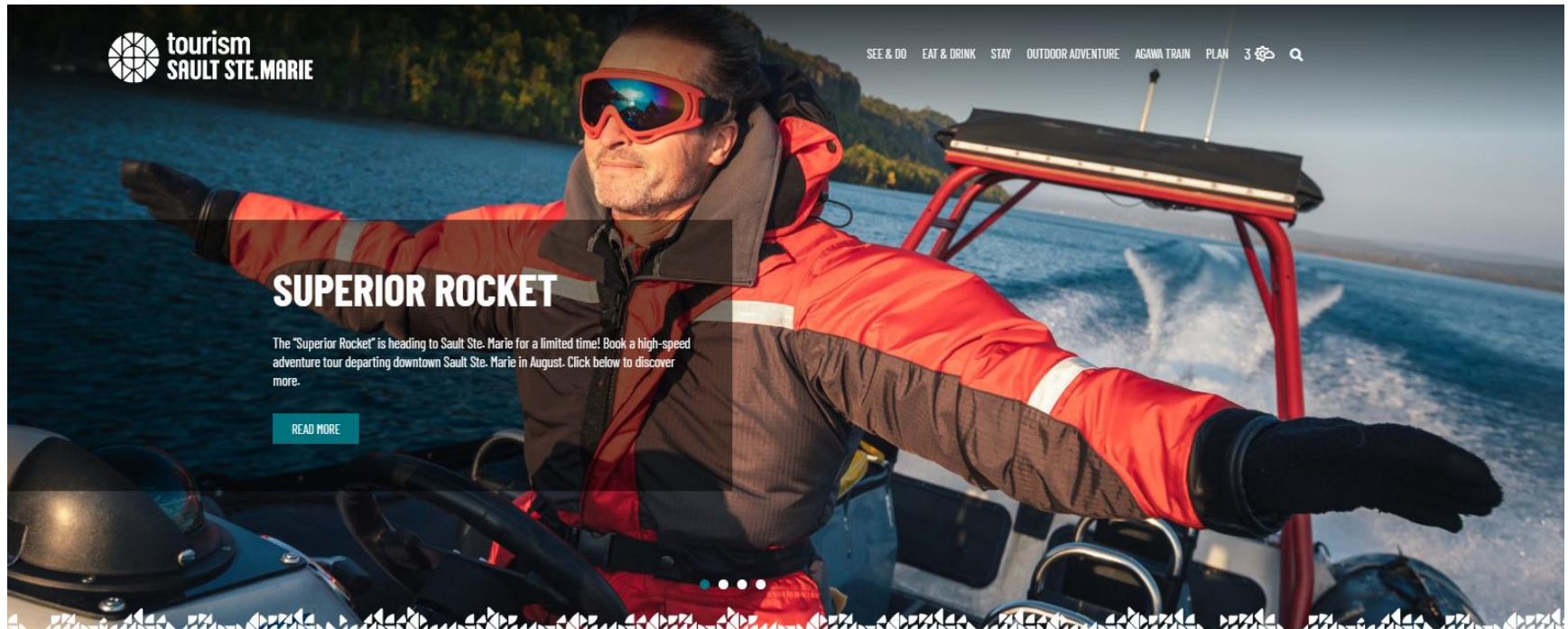
St. Marys River Rip– East (60 minutes)

- Depart Sault Ste. Marie Bondar Marina daily 2pm and 5pm
- On board interpretive guide will provide cultural and ecological knowledge for guests.
- \$75 (+HST) individual ticket or \$675 (+HST) for a private group booking up to 10 people





How to Purchase a Ticket for Sail Superior



#OUTSIDE OF EXPECTED

Discover unique and exciting attractions, events and activities in and around Ontario's best adventure town. Rugged Great Lakes coastlines, ancient Canadian Shield mountains, countless rivers and lakes, pristine beaches and exceptionally snowy winters provide a world-class outdoor backdrop for all kinds of adventures. Visit a city that pushes the boundaries outside of expectations. Start planning your Sault Ste. Marie vacation today!

Visit www.saulttourism.com

Thank you.
Miigwetch.
Merci.



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

COUNCIL REPORT

May 31, 2021

TO: **Mayor Christian Provenzano and Members of City Council**

AUTHOR: **Brent Lamming, Director of Community Services**

DEPARTMENT: **Community Development and Enterprise Services**

RE: **CommunityPass Pilot**

PURPOSE

This report has been prepared to seek Council's approval to enter into a six (6) month pilot with My Community Health Inc. to aid in contact tracing efforts for Algoma Public Health utilizing the CommunityPass app.

BACKGROUND

City Staff have been contacted by My Community Health Inc. (Dr. Derek Garniss, Dr. Stephen Smith, Dr. Matthew Solomon and Dr. Lucas Castellani along with Ms. Wendy Doda) who have developed an "all in one" app called CommunityPass for check in, screening and contact tracing (Appendix A).

CommunityPass is a digital solution used for community based screening and contact tracing during the COVID 19 pandemic.

For organizations, the app can be used to screen and check in employees and/or visitors which is recommended as best practice by public health authorities. It also provides local public health authorities with helpful data for contact tracing in the event there is a significant exposure recognized at the business. To streamline the process, businesses can use beacons at their location for auto check in. Additionally, the organization can house pandemic related protocols and policies on the application. They can also use the push notification function to keep their employees up to date if there is a need for further communication.

For general application users, in addition to the check in and screening functionality, the app can also be used to house important COVID 19 related information including COVID 19 testing results and COVID 19 vaccine proof.

CommunityPass stresses that the technology helps support all the great work our public health and other community organizations continue to do to keep the Community safe.

ANALYSIS

This pilot will provide an additional service to help with contact tracing efforts within the Community. Staff have met with Dr. Lucas Castellani (Medical Director and Chief of Infection Prevention & Control at the Sault Area Hospital) who represents My Community Health Inc. to review potential concerns and process in terms of the opportunity for partnership. My Community Health Inc. is a separate entity from the hospital for proposed pilot purposes.

Pilot Scope

My Community Health Inc. proposes a Pilot Project with the City of Sault Ste. Marie to implement the CommunityPass app with beacon technology at various locations to allow for improved contact tracing. This will allow users to check in automatically at various locations to ensure more adherence to collection of information to inform contact tracing efforts. This app can also be used for screening prior to entrance to various locations if required as part of municipal, provincial or public health regulations. As part of the Pilot Project, continued consultation with Algoma Public Health (APH) is key to ensure compliance with most up to date regulations and usability for their contact tracing efforts.

Users will download the app on 'Google Play' or on the 'App Store' to participate. Corporate communications would promote utilizing social media.

Benefits to the Community

- Aid in contact tracing efforts with Algoma Public Health.
- City supporting local technology efforts to address COVID-19 containment efforts.
- Demonstrate leadership as a Community partner with APH and CommunityPass.
- Technology could be used for future pandemic related situations.
- Enables agile and expedient communications - Ease of use of app based technology. Real time information.

Concerns and responses addressed as follows.

1. How is information protected from a confidentiality perspective for users?
The focus is on patient care. Collected data is hosted on a secure server with bank level type encryption (all in compliance with Personal Information Protection and Electronic Documents Act (PIPEDA)). In. The user would provide consent on their device. Only APH would be able to access data to aid in contact tracing efforts. CommunityPass has a data sharing agreement in place with APH. Service can be used for the public or employees for a specific business.
2. Will this create confusion with APH contact tracing efforts?
CommunityPass does not complete contact tracing, rather it supports contact tracing efforts from knowing where individuals have been within

- the community for a certain timeframe. For example a beacon can be placed at a Community Centre and or on a Transit buses for auto identification or self-check in options.*
3. What is the upfront cost for capital, installation and ongoing licensing?
The medical team (Derek, Steve, Matt, Wendy and Lucas) have invested in the technology but for the pilot would provide the service free of charge to the Municipality in Partnership with APH. The target launch date is June 2021.
 4. Given we are well into the pandemic and vaccination process is making good progress how does this impact the potential pilot?
Tracing efforts will continue for some time and COVID can be contracted even with one dose. Community Pass would also be available to support in any future Pandemic events.
 5. Has this technology been deployed elsewhere in SSM?
Honda for their Driver school program as well as at the West End Pharmacy and West End Walk in Clinic. Also in progress with SSM Hospital.
 6. How does the technology work?
One (1) beacon at each location. Helps APH in bolstering contact tracing efforts. Beacon's allow for auto check in through various spots in the community. Self-check in is also available.

Pilot Details:

The City will pilot the service utilizing the key destinations below.

- GFL Memorial Gardens
- Transit Services
- Seniors Centres
- Northern Community Centre
- John Rhodes Community Centre

Beacons will be placed in each location and locations will be identifiable on the CommunityPass App.

City staff have confirmed with APH that they support the pilot and that the data sharing agreement is in place with CommunityPass. APH was consulted by the app development team and APH see this as a useful tool and adjunct that local organizations may use for both general preventive messages, as well as potential exposure notification.

Staff are recommending the pilot as this is an excellent opportunity to provide an additional service to help aid in contact tracing efforts. Participation is completely voluntary and only those who choose to download the app will be taking place in the pilot program.

FINANCIAL IMPLICATIONS

The pilot will be conducted at no cost to the Municipality.

STRATEGIC PLAN / POLICY IMPACT

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

- Under Community Development and Partnerships, this demonstrates our commitment to developing partnerships with our key stakeholders.
- Furthermore it aligns with the value of commitment to our citizens and community where we will work together to provide inclusive and accessible services to our diverse community. We will strive to improve productivity and achieve excellence in customer service.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated May 31, 2021 be received.

Furthermore, that Council approve entering into a six (6) month pilot with CommunityPass. At the end of the pilot staff will report on results and provide any future recommendations.

By-law 2021-108 and agreement(s) appear elsewhere on the agenda for Council approval.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
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CommunityPass

by My Community Health 



www.communitypass.ca

Pilot Project: City of Sault Ste. Marie

CommunityPass. Pilot Project: City of Sault Ste. Marie

We are very grateful that you have considered this pilot project with us. It is our aim to keep our community safe and open during the difficult time of this pandemic.

CommunityPass is an “all-in-one” app for check-in, screening, contact tracing and more. It is a helpful adjunct to support all the great work our public health and other community organizations continue to do to keep us safe.

This outline will show how the CommunityPass app can improve community safety. Wide spread use will help essential workers, businesses and organizations as we reopen the economy.

If you have any questions about CommunityPass, please don't hesitate to reach out. We are doing what we can, together, to make our community safe.

Take care and stay safe,

Derek, Steve, Matt, Wendy and Lucas

What is CommunityPass?

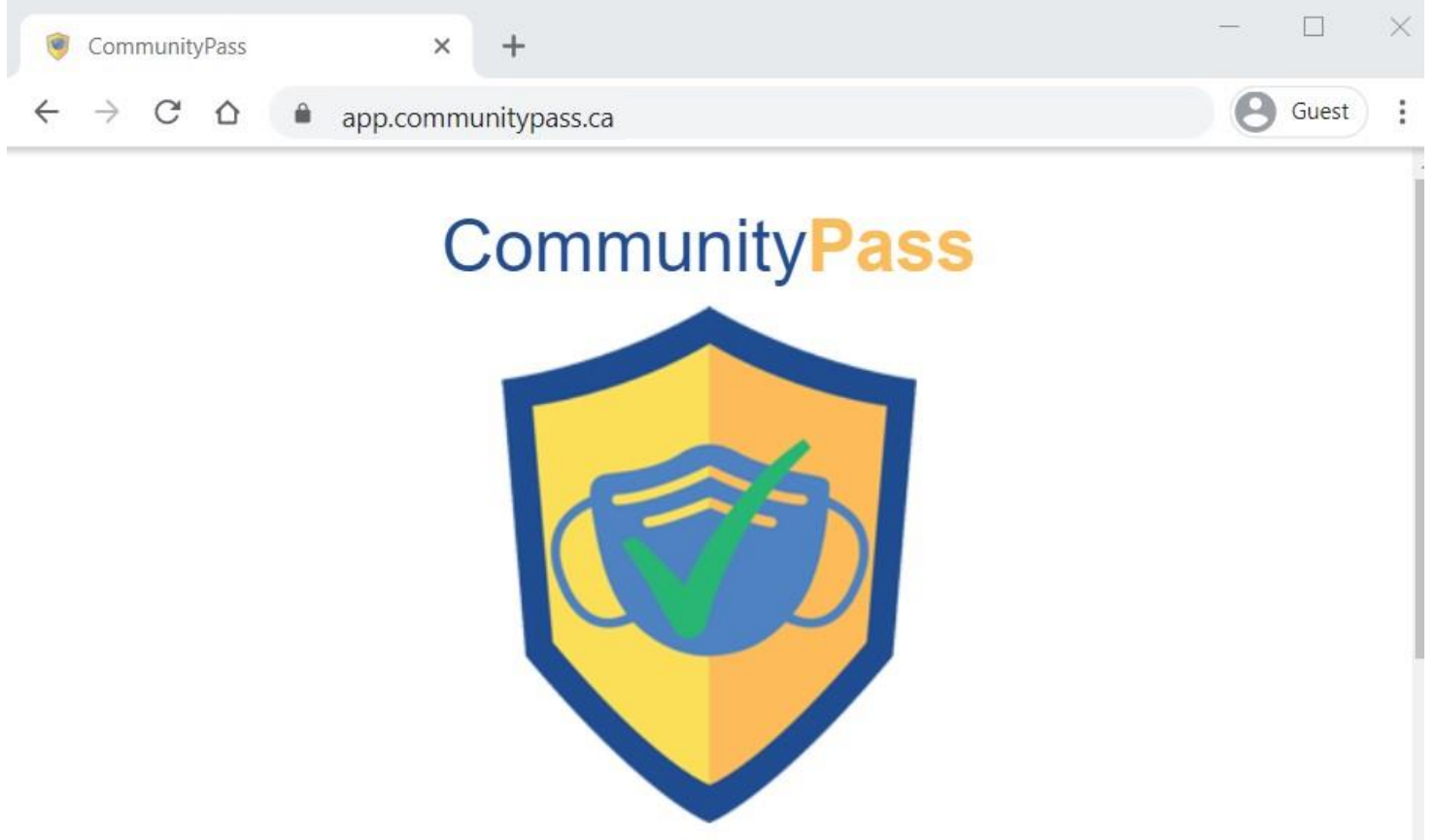
CommunityPass is a digital solution used for community-based screening and contact tracing during the COVID-19 pandemic and beyond. This all-in-one app can be used by users and businesses to ensure that they are contributing to the safety of their community.

For organizations, the app can be used to screen and check-in employees and/or visitors which is recommended as best practice by public health authorities. It also provides local public health authorities with helpful data for contact tracing in the event there is a significant exposure recognized at the business. To streamline the process, businesses can use beacons at their location to automatically check-in CommunityPass app users. Additionally, the organization can house pandemic related protocols and policies on the application. They can also use the push notification function to keep their employees up to date if there is a need for further communication.

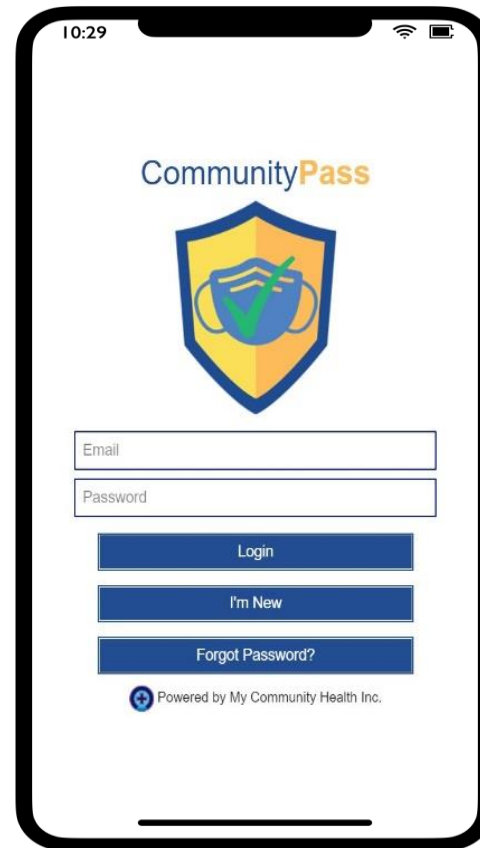
For general application users, in addition to the check-in and screening functionality, the app can also be used to house important COVID-19 related information including COVID-19 testing results and COVID-19 vaccine proof.

CommunityPass is your all access passport to safer work and life during the pandemic.

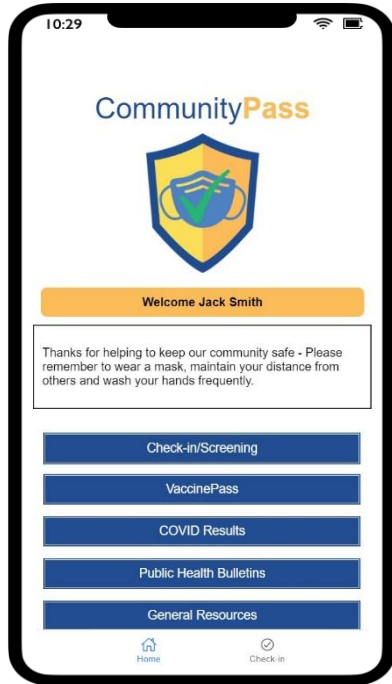
How to Get CommunityPass



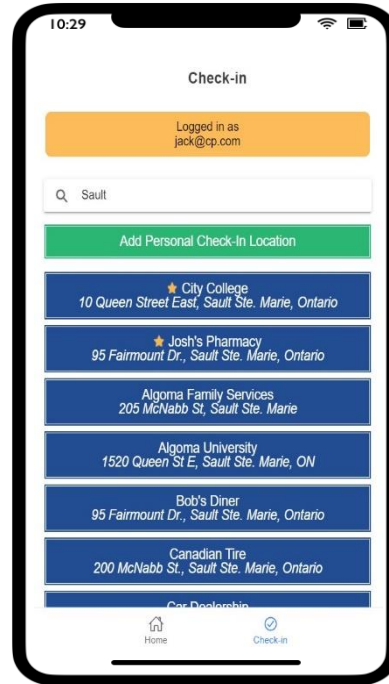
The all-in-one COVID-19 Community Health App



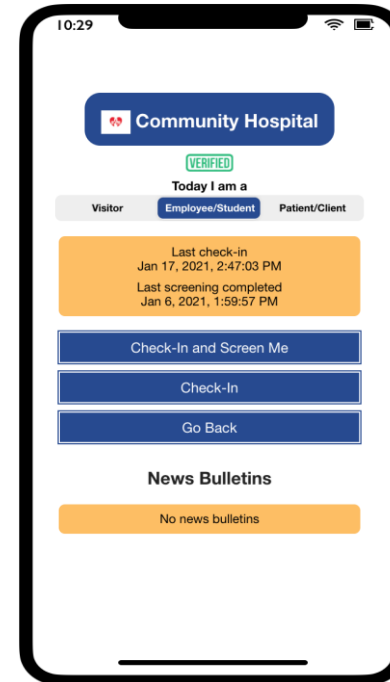
Check-in



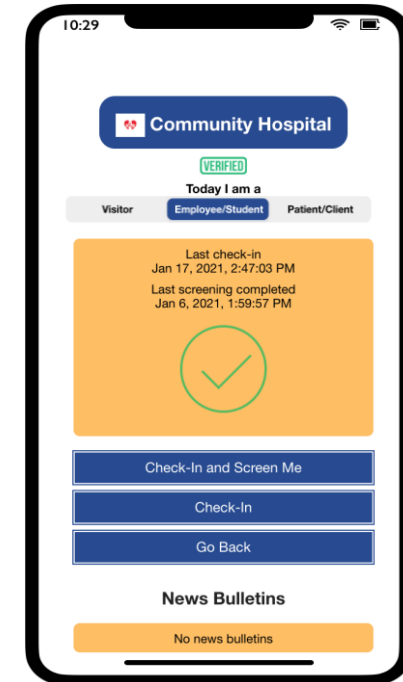
Click **Check in/Screening**



Choose or type in organization you are visiting



Choose user type as either **Visitor**, **Employee/Student** or **Patient/Client** and select **Check-in**

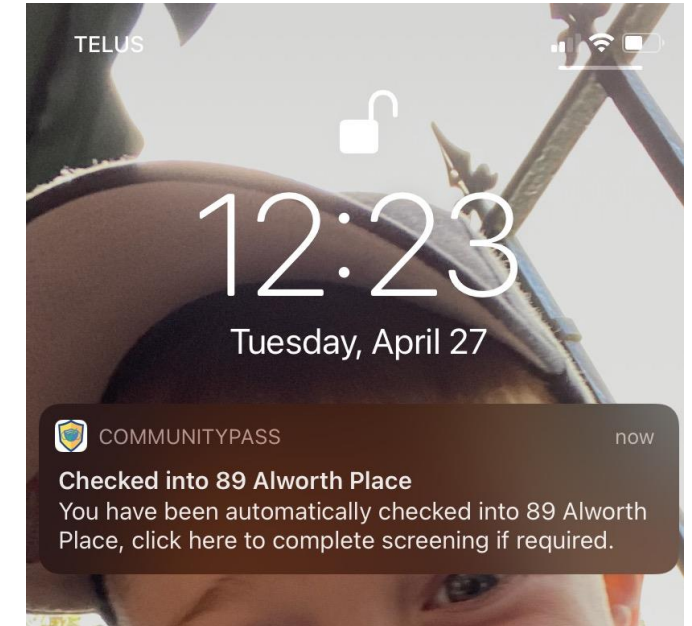


You will be checked-in.

*Note – if the organization has beacons, you will automatically be checked-in if you have auto-check-in turned on

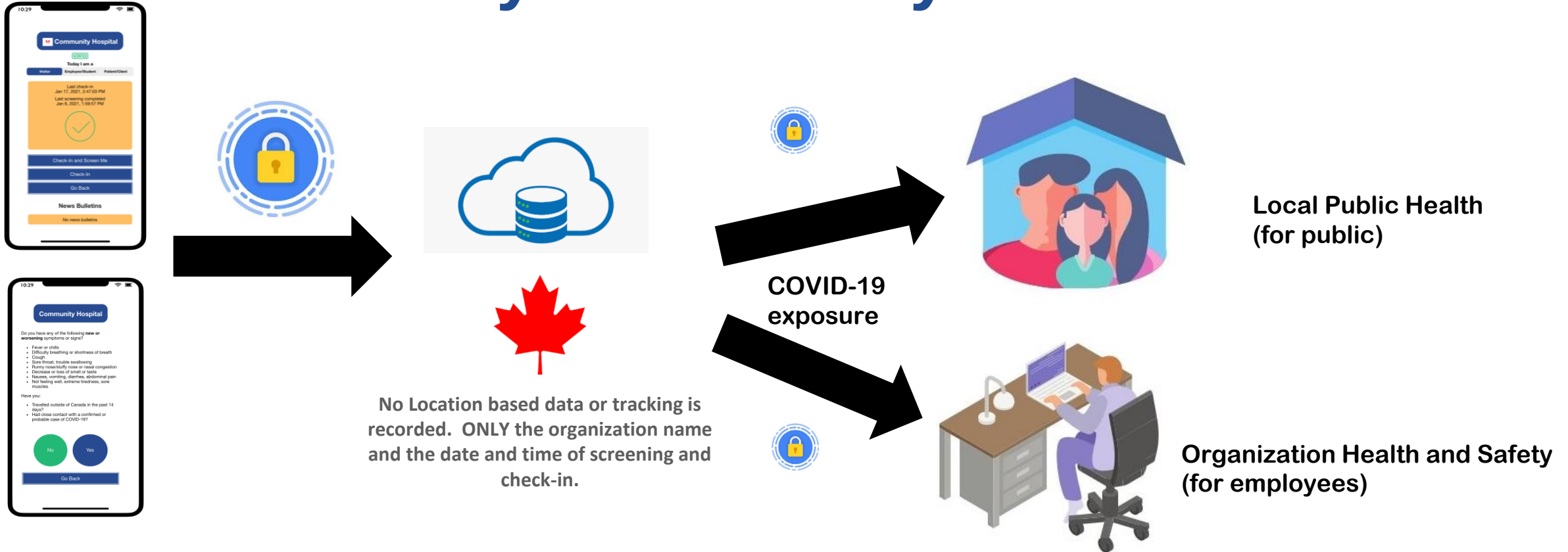


Auto-Check-in



Using beacon technology and Bluetooth, users can automatically check-in if they are in close proximity to a beacon with their device. Placing beacons in strategic locations at businesses can allow the public to more effortlessly use the check-in service and help promote safety in our community by facilitating contact tracing in the event of a COVID-19 exposure.

A Community Solution with Security and Privacy in mind



Users will check-in and screen at various locations. Data is housed on secure Canadian servers and all in compliance with Personal Information Protection and Electronic Documents Act (PIPEDA). In the event of an exposure, local public health unit can access the information of who had checked-in to various locations to facilitate COVID-19 contact tracing. Organizations can do the same for occupational health purposes with Employees if they are officially verified by CommunityPass.



What makes this a useful tool?

Unlike the current COVID-19 contact tracing apps available, this facilitates public health units in performing contact tracing by providing details of an exposure based on location and time. It does not require an infected individual to return to the app to trigger the tracing/exposure notifications for others.

Other countries (eg. SafeEntry in Singapore and Australia) use similar technology to help facilitate their contact tracing efforts and currently have low levels of infection (like Algoma). This hopefully will allow a more safe re-opening despite likely ongoing transmission for some time.

For example, this is an official video from the Queensland Government that highlights the innovative steps they have taken; <https://youtu.be/vbrbPssdvsk>.

CommunityPass goes one step further...

We would like to build upon the success of these countries, and go one step further with;

- public health collaboration
- secure storage of a user's proof of vaccination and recent COVID test result
- **beacon** technology

Beacons would eliminate the need for users to remove the phone from their pocket, and allow for fast and efficient check in across participating businesses and organizations in our community.



The Pilot Project: City of Sault Ste. Marie

We propose a joint Pilot Project with the City of Sault Ste. Marie to implement the CommunityPass app with beacon technology at various locations to allow for improved contact tracing. This will allow users to check-in automatically at various locations to ensure more adherence to collection of information to inform contact tracing efforts. This app can also be used for screening prior to entrance to various locations if required as part of municipal, provincial or public health regulations.

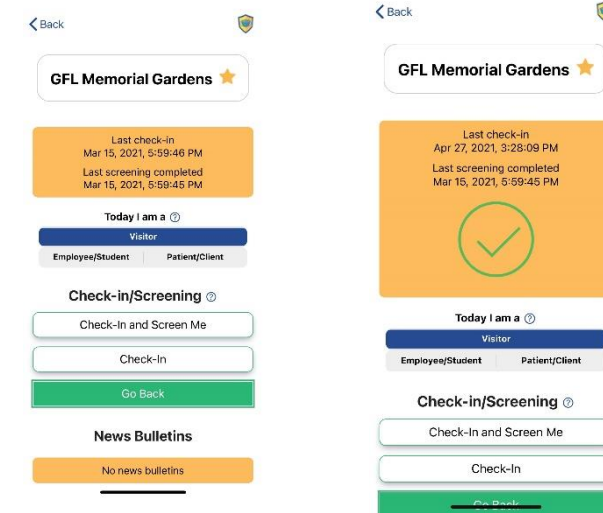
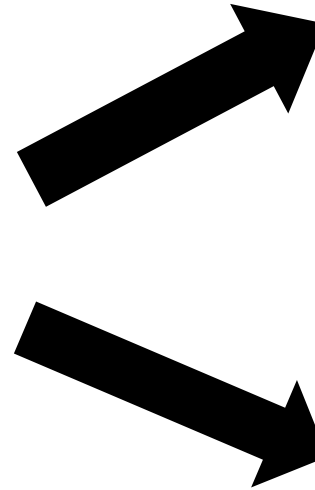
As part of the Pilot Project, consultation with Algoma Public Health could be considered to ensure compliance with most up to date regulations and usability for their contact tracing efforts.



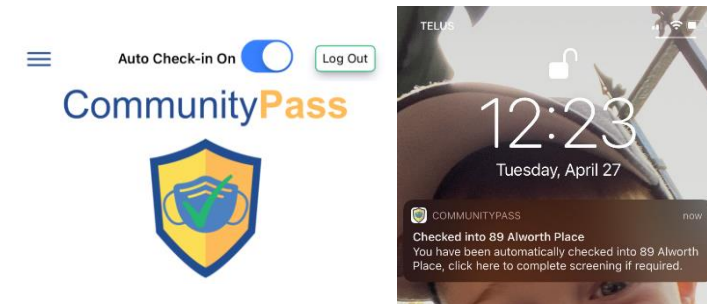
The Pilot Project: City of Sault Ste. Marie



Beacon at City of Sault Ste. Marie location



Self Check-in



Auto Check-in



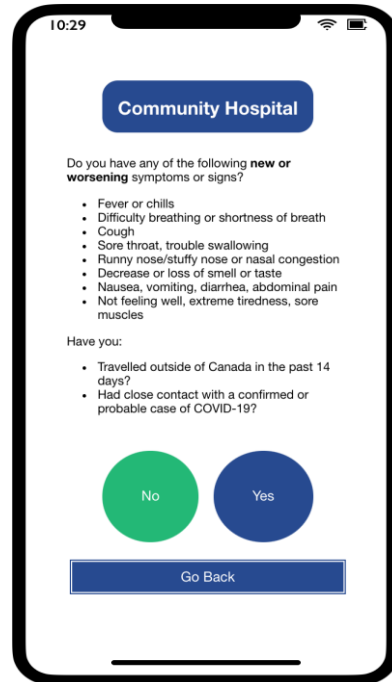
Other Features of

CommunityPass

by My Community Health



Screen and Check-in



10:29

Community Hospital

Do you have any of the following **new** or **worsening** symptoms or signs?

- Fever or chills
- Difficulty breathing or shortness of breath
- Cough
- Sore throat, trouble swallowing
- Runny nose/stuffy nose or nasal congestion
- Decrease or loss of smell or taste
- Nausea, vomiting, diarrhea, abdominal pain
- Not feeling well, extreme tiredness, sore muscles

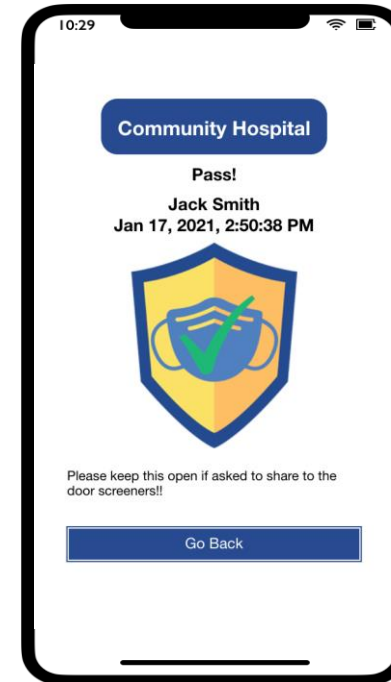
Have you:

- Travelled outside of Canada in the past 14 days?
- Had close contact with a confirmed or probable case of COVID-19?

No Yes

Go Back

Answer
Screening
questions either
No or **Yes**



10:29

Community Hospital

Pass!

Jack Smith
Jan 17, 2021, 2:50:38 PM



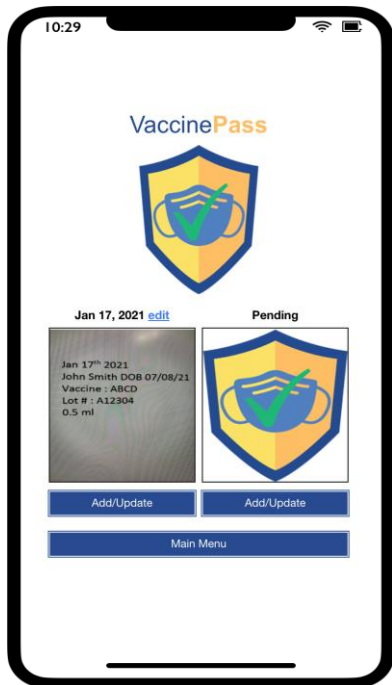
Please keep this open if asked to share to the door screeners!!

Go Back

If you pass
screening you
can present or
screenshot as
proof

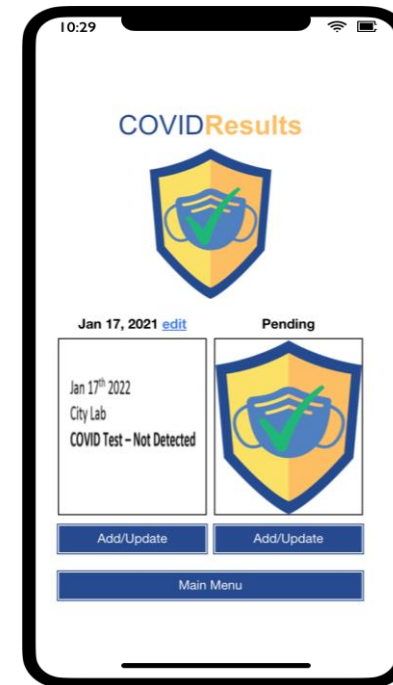


Vaccine Proof and COVID-19 test results



VaccinePass

Click **Add Update**.
Take new photo or select one
from your library. This is your
proof of Vaccination



COVIDResults

Click **Add Update**.
Take new photo or select one
from your library. This is your
proof of your test results



Improved Communication

Bulletins and Push Notifications



Bulletins

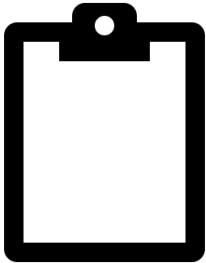




Start typing a bulletin title

Add New Bulletin

Title	Date Created
New Screening Rules	Jan 12, 2021, 9:33:18 AM
New Screening Rules	Jan 8, 2021, 12:17:43 PM
Staff Entrance Screening	Jan 5, 2021, 12:30:57 AM
Staff Entrance Screening	Dec 21, 2020, 1:01:02 AM
Mask Wearing - Important	Dec 18, 2020, 12:33:59 AM
Please wash your hands when entering	Dec 15, 2020, 12:51:29 AM



Verified organizations can add a **Bulletin** to inform users of important policies, protocols and news. Push notifications can also be sent to help inform the public of important information.



Next Steps



Both parties to sign and complete the Memorandum of Understanding (MOU), and Data Sharing Agreement (DSA).



Agree upon the exact number and location of beacons to be deployed.



Determine appropriate marketing strategy and launch date.



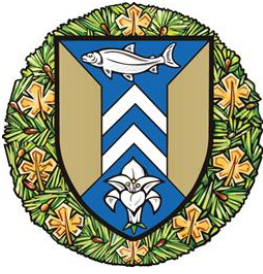
Thank you for your support in keeping our community safe during these difficult times.

If you have any questions feel free to reach out at lucas@mycommunityhealth.ca or info@mycommunityhealth.ca

We look forward to hearing from you soon.

My Community Health





The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Travis Anderson, Director Tourism and Community Development
DEPARTMENT: Community Development and Enterprise Services
RE: Tourism Development Fund

Purpose

The purpose of this report is to seek Council's approval for the implementation of the Tourism Development Fund (TDF), a program included in the Community Development Fund. The fund criteria and approval process have been established to support the pillars of Community Development.

Background

On December 2nd, 2019, Council passed the following resolution:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 12 02 be approved and that Council authorize the distribution of funds from the Municipal Transient Accommodation Tax as outlined including the creation of a Tourism Development Fund for which criteria will be returned to Council for approval.

Furthermore, on February 24, 2020, Council passed the following resolution:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2020 02 24 concerning the creation of a Community Development Fund (CDF) be received.

Further that Council direct staff to engage relevant stakeholders to finalize the criteria for the various components of the Community Development Fund and return to Council for final approval.

Criteria and workflows for other components of the Community Development Fund have been established with the exception of the Tourism Development Fund. The implementation of Tourism Development Fund was delayed due to the Covid 19 pandemic. Staff, in consultation with the Board Members of Tourism Sault Ste. Marie are now in a position to implement this fund. Details of the fund are summarized below and provided in attachments to this report.

The Tourism Development Fund has two streams:

1. Festivals and Special Events

The Festivals and Events stream provides support to new or existing events including festivals, conferences and sports tournaments, which have the ability to attract a significant number of visitors to Sault Ste. Marie

2. Attractions and Product Development.

The Attractions and Product Development Stream provides support for upgrades to – or the creation of new – infrastructure, business or products that will create a quantifiable improvement to the tourism offerings in Sault Ste. Marie.

The TDF will permit rolling applications, which provides some flexibility for applications from worthwhile projects throughout the year.

The Tourism Development Fund will provide a broader platform to support Tourism development initiatives, which will have significant impact in achieving goals outlined in the Corporate Strategic Plan and FutureSSM community development plan. Given that funding is limited, the criteria have been created to support the types of projects and outcomes desired from this strategic investment.

Analysis

On April 22, 2021 the Tourism Sault Ste. Marie Board of Directors passed a resolution supporting in principal the application process, criteria and evaluation process of the Tourism Development Fund. The criteria, application process, evaluation and reporting process are explained in detail in the following attachments

- Attachment A: Tourism Development Fund Application Guide and Grant Form: Festivals and Events Stream
- Attachment B: Tourism Development Fund Application Guide and Grant Form: Product Development

Administration of the TDF:

Community Development and Enterprise Services (CDES) and Finance have collaborated to administer CDF applications and administration of the CDF will continue in this manner moving forward with respect to the implementation of the TDF. More specifically, CDES will be involved in working directly with proponents when developing applications for the CDF. Upon receipt of an application, CDES and Finance will review the application for eligibility and forward to the relevant Board or committee to review and provide a recommendation to City Council.

Finance will be the lead on reviewing claim submissions as proponents advance their projects. CDES will be involved with clients to receive information and report back to Council the outcomes of the project at completion and one year past project conclusion, at a minimum. Project outcome reporting may be extended for longer term projects.

Goals & Objectives:

City Council and staff will ensure that the benefits include specific performance targets for any project approved. Therefore, in deciding how to allocate funding, consideration will be given to support initiatives that produce positive results in at least one of the following criteria:

- Development quality tourism products & events;
- Increase in overnight stays and visitor spending in Sault Ste. Marie;
- Enhancement of the Sault's tourism product offerings;
- Support of the city's reputation and position as a first-rate visitor destination;
- Fulfill a gap in the tourism visitor experience landscape; and

- Encourage private sector tourism investment in SSM.

Financial Implications

The Tourism Development Fund will be established from revenue derived from the Municipal Accommodation Tax (MAT).

As previously proposed by staff and approved by Council, revenue generated by the MAT will be distributed as follows:

- MAT funds will be set aside as required by legislation based on previous DMF proceeds. In future years this “DMF Amount” will be adjusted based on a formula provided in the legislation.
- Any amount above the “DMF Amount” will be split evenly (50-50) between a Tourism Development Fund and the City Share to be utilized for Tourism development, including marketing and product development.

As a result of the above, no new funding is required for the creation of the Tourism Development Fund.

Strategic Plan / Policy Impact

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development, Partnerships with Key Stakeholders (Product Development)

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Tourism and Community Development dated May 31, 2021 concerning the establishment of the Tourism Development Fund be received.

Further, that Council approve the workflow and criteria as presented in attachments A & B for the Tourism Development Fund.

Further, that Council permit a delegation of authority to enable the Deputy CAO, Community Development and Enterprise Services or his/her designate to sign Tourism Development Fund agreements for contributions approved by City Council. A by-law reflecting this will appear on the agenda for an upcoming council meeting.

Respectfully submitted,



Travis Anderson

Tourism and Community Development

705.989-7915

t.anderson@cityssm.on.ca

Overview

The Sault Ste. Marie Tourism Development Fund was established to support and ultimately, grow the city's tourism sector. This fund has two components:

- Attractions and Product Development; and
- Festivals and Special Events.

This application guide is for the Attractions and Product Development stream, which provides support for upgrades to – or the creation of new – infrastructure, business or products that will create a quantifiable improvement to the tourism offerings in Sault Ste. Marie.

Applications will be assessed based on the following criteria:

- Increase in overnight stays and visitor spending in Sault Ste. Marie.
- Overall economic impact of the event, product or initiative.
- Enhancement of the Sault's tourism product offerings.
- Support of the city's reputation and position as a first-rate visitor destination.
- Positive international, national or regional exposure for Sault Ste. Marie.
- Impact on the creation and retention of direct and/or indirect jobs.
- Fulfills a gap in the tourism visitor experience landscape.
- Enhances current visitor experience offerings.
- Financially sustainable business model.

Applicants can apply for up to \$50,000. However, in special circumstances where the event or initiative may have a significant impact on tourism visitation to Sault Ste. Marie, consideration may be given to projects requiring higher levels of funding.

Note: *the Sault Ste. Marie Tourism Development Fund is a discretionary program with limited funding allocated each year. As a result, in some cases, an application that meets all criteria may still be declined.*

Eligibility Requirements

The attraction or tourism product must be located within the immediate Sault Ste. Marie area. Priority will be given to applications that clearly demonstrate the following:

- Increase in overnight stays and visitor spending in Sault Ste. Marie.
- The project is recurring.
- A strong economic and tourism impact.
- Is consistent with Tourism Sault Ste. Marie's core objectives and strategies.
- The project is facilitated in a fiscally-responsible manner with exceptional budgetary planning.
- Innovative strategies that improve the overall visitor experience.
- Positive media exposure.

All funding will be for future projects only. Retroactive funding will not be considered.



Eligible Expenses

Funds granted must be used for the specific purposes outlined in the application.

Eligible project costs include:

- The development, expansion or upgrading of a tourist attraction (including trail networks and other natural attractions), facility or service.

Ineligible expenses include:

- Regular facility upgrades.
- Regular non-tourism related asset maintenance.
- Regulatory compliance projects.

Reporting Requirements

Successful applicants will be required to:

- Sign a Funding Agreement outlining the terms and conditions for receiving funds.
- Report back within 60 days following the project completion on the use of the funds, outcomes achieved and key deliverables.
- Acknowledge the support of the Sault Ste. Marie Tourism Development Fund in advertising and media efforts.

Application Process

- One application per project.
- Maximum of two applications per organization per intake.
- Applicants must complete the application form below and attach all required documentation.
- Applicants will be informed electronically as to whether or not they have a successful application.

Supporting Materials

Supporting material is a significant part of the application process and can help explain or support the application. Attach only materials that relate to the activities proposed or have been requested within the application.

Confidentiality of Information

Information provided in the application, or as support material, may be made available to City of Sault Ste. Marie and Tourism Sault Ste. Marie Board members. Personal information contained herein shall be dealt with on a confidential basis pursuant to the Municipal Freedom of Information and Protection of Privacy Act. Board members are required to treat both the contents of application and the deliberations of the board as confidential.

At the end of the funding cycle, a summary of funding results is posted on the City website listing the names of all funding recipients. Until this list is posted, the names of successful applicants will not be revealed. The identity of unsuccessful applicants remains confidential.

Please be advised that application information may be shared with other City of Sault Ste. Marie staff as it relates to other funding programs. Applicant organizations and applications will be reviewed to ensure organizations are in good standing and not in arrears in any way with the City of Sault Ste.

Marie.



Definitions

For the purposes of the Sault Ste. Marie Tourism Development Fund, the following terms are defined as:

Tourist:

An individual, including an Ontario resident, who travels 40 kilometers or more or crosses the Ontario border to partake in a tourist activity. This is in line with the definition used by the provincial government.

Visitor Days:

The number of days a tourist spends in a location. For example, if a local event attracted 100 tourists for three days, it generated a total of 300 visitor days.

How to Apply

Completed applications, along with supporting documentation, must be mailed, emailed or delivered in-person to:

Travis Anderson

Director of Tourism & Community Development
Community Development and Enterprise Services
t.anderson@cityssm.on.ca

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

705-989-7915



**SAULT
STE. MARIE**

Tourism Development Fund
Application Form
Attractions and Product Development Stream

Please fill in each of the following sections:

Section 1: Organization Information

Name of Project: _____

Location of Project: _____

Date of Project (if applicable): _____

Name of Organization: _____

Contact Person: _____

Phone: _____ E-mail: _____

Section 2: Amount Requested

State the amount of grant being requested: _____

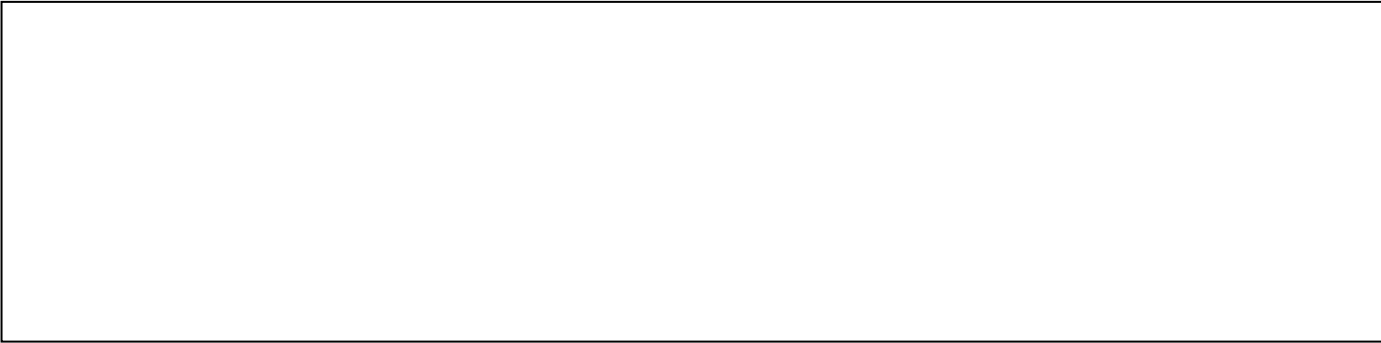
Section 3: Description of the Project

Describe the project in detail and explain how it will impact the tourism sector in Sault Ste. Marie:

Section 4: Economic Impact

Outline the financial benefit that the event will have on the local economy:

For calculating direct visitor spending, use the following format: Number of Visitors X Number of Days individuals are in Sault Ste. Marie X \$150 = Direct Visitor Spending





Section 5: Project Budget

Provide a budget for the project. Include expenses and how grant funds, if awarded, would be used. Also include all expected sources of funding for the project, including other grants being sought:

Section 6: Business Plan

Please include a Business Plan with this application (if applicable). The Business Plan should include the following components:

Executive Summary

Description of the Business and Project

- Legal status of the organization
- List of applicants and owners
- Project description
- Description of products/services offered
- Target clientele
- Project stages and timelines

- Project Milestones
- Expected Visitations and Visitor Day Impact

***Note:** you may wish to include a detailed Business Plan as a separate attachment.*

Market Analysis

- Market trends
- SWOT analysis
- Competitive advantages
- Description of competitors

Deliverables



Marketing Plan

Provide a description of the marketing activities for the event, including:

- Timelines
- Dedicated Marketing Budget
- Types of Promotion
- Target Markets
- Target Areas/Locations
- Other Relevant Information, such as appropriate social media tags, etc.

Operational Plan

- Capital requirements
- Human resources
- Technological investments
- Permits and licenses required

Working Budget

- Projected investment costs and funding required
- Financial forecasts for the first three years of operation
- Commitments from bank facilities



Authorization

As an authorized representative of **_(Organization Name)_**, _____ **(Name)**, attest that all information contained in this application is accurate to the best of my knowledge.

Signature

Date



Sault Ste. Marie is about building a place where people want to **visit, live** and do **business**. Tourism is one of the most valuable tools to build the community we want. Tourism Sault Ste. Marie has positioned Festivals and Events as primary destination drivers and is focused on opportunities to enhance the visitor experience and community pride. The Tourism Development Fund supports new and existing events with the effort to attract new visitors and inspire our current visitors to stay longer in our community.

Overview

The Sault Ste. Marie Tourism Development Fund was established to support and ultimately, grow the city's tourism sector. This fund has two components:

- Festivals and Special Events; and
- Attractions and Product Development.

This application guide is for the Festivals and Special Events stream, which provides support to new or existing events, including festivals, conferences and sports tournaments, which have the ability to attract a significant number of visitors to Sault Ste. Marie.

Applications will be assessed based on the following criteria:

- Increase in overnight stays and visitor spending in Sault Ste. Marie.
- Overall economic impact of the event, product or initiative.
- Enhancement of the Sault's tourism product offerings.
- Support of the city's reputation and position as a first-rate visitor destination.
- Positive international, national or regional exposure for Sault Ste. Marie.
- Impact on the creation and retention of direct and/or indirect jobs.
- Fulfills a gap in the tourism visitor experience landscape.
- Enhances current visitor experience offerings.
- Financially sustainable business model.

The Tourism Development Fund is a discretionary program with limited funding allocated each year, as a result, in some cases an application that meets all criteria may still be declined.

Applicants may apply one per fiscal year, up to a maximum of \$20,000. However, in special circumstances where the event or initiative may have a significant impact on tourism visitation to Sault Ste. Marie, consideration may be given to projects requiring higher levels of funding.



Eligibility Requirements

The event must be hosted within the immediate Sault Ste. Marie area. Priority will be given to applications that clearly demonstrate the following:

- Increase in overnight stays and visitor spending in Sault Ste. Marie.
- The event is recurring or generates a major financial benefit to the community.
- A strong economic and tourism impact.
- The event is facilitated in a fiscally-responsible manner with exceptional budgetary Planning.
- Innovative strategies that improve the overall event experience.
- Positive media exposure

For-profit events will be assessed on a case-by-case basis, and grant monies, if provided, will be conditionally repayable. All funding will be for future projects only. Retroactive funding will not be considered.

Eligible Expenses

Funds granted must be used for the specific purposes outlined in the application.

Eligible project costs include:

- New or enhanced programming.
- Marketing and advertising costs.
- General operating costs associated with the event.
- Hosting Fees to event rights holders.
- Conference or event organization costs including speaker fees.
- Rental fees related to event, including, venue, audiovisual, security, medical, transportation.

Ineligible expenses include:

- Competition prizes.
- Prize money.
- Any monies paid to event participants (with special exception for influencers).
- Interest or reduction in loans.
- Expenses related to alcohol and or cannabis.

Reporting Requirements

Successful applicants will be required to:

- Sign a Funding Agreement outlining the terms and conditions for receiving funds.
- Report back within 60 days following the project completion on the use of the funds, outcomes achieved and key deliverables.
- Acknowledge the support of the Sault Ste. Marie Tourism Development Fund in advertising and media efforts.



Application Process

- One application per project.
- Maximum of two applications per organization per intake.
- Applicants must complete the application form below and attach all required documentation.
- Applicants will be informed electronically as to whether or not they have a successful application.

Supporting Materials

Supporting material is a significant part of the application process and can help explain or support the application. Attach only materials that relate to the activities proposed or have been requested within the application.

Confidentiality of Information

Information provided in the application, or as support material, may be made available to City of Sault Ste. Marie and Tourism Sault Ste. Marie Board members. Personal information contained herein shall be dealt with on a confidential basis pursuant to the Municipal Freedom of Information and Protection of Privacy Act. Board members are required to treat both the contents of application and the deliberations of the board as confidential.

At the end of the funding cycle, a summary of funding results is posted on the City website listing the names of all funding recipients. Until this list is posted, the names of successful applicants will not be revealed. The identity of unsuccessful applicants remains confidential.

Please be advised that application information may be shared with other City of Sault Ste. Marie staff as it relates to other funding programs. Applicant organizations and applications will be reviewed to ensure organizations are in good standing and not in arrears in any way with the City of Sault Ste. Marie.

Definitions

For the purposes of the Sault Ste. Marie Tourism Development Fund, the following terms are defined as:

Tourist:

An individual, including an Ontario resident, who travels 40 kilometers or more or crosses the Ontario border to partake in a tourist activity. This is in line with the definition used by the provincial government.

Visitor Days:

The number of days a tourist spends in a location. For example, if a local event attracted 100 tourists for three days, it generated a total of 300 visitor days.

Non-Profit Event:

Events hosted or facilitated by a legally established non-profit organization or by a group of people who are sponsoring the event for general community benefit without the intent of generating a profit. All proceeds from the event must be used for non-profit purposes, and no proceeds are permitted to be given to event organizers or participants.

For-Profit Event:

Events held for the specific purpose of generating a profit for the organizers or participants.

Significant Event:

An event deemed by the Sault Ste. Marie Tourism Development Corporation as having a major economic, social or promotional benefit for the community.

How to Apply

Completed applications, along with supporting documentation, must be mailed, emailed or delivered in-person to:

Travis Anderson

Director of Tourism & Community Development
Community Development and Enterprise Services
t.anderson@cityssm.on.ca
705-989-7915

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



**SAULT
STE. MARIE**

Tourism Development Fund
Application Form
Festivals and Special Events Stream

Please fill in each of the following sections:

Section 1: Organization Information

Name of Event: _____

Location of Event: _____

Date of Event: _____

Name of Organization: _____

Contact Person: _____

Phone: _____ E-mail: _____

Section 2: Amount Requested

State the amount of grant requested: _____

Section 3: Description of the Event

Describe the event in detail including timeframe, objectives, participating partners, venues required and the impact on Sault Ste. Marie:



Section 5: Expected Attendance

Quantify the total number of expected attendees and provide a description of how this number was calculated.

Out-of-town Visitors (40 km away – staying overnight)

*Participants are those directly involved in the event – Athletes, performers, event staff, officials, committee members etc.

Attendees	Regional*	Ontario*	Canada	USA	International	Total
Participants*						
Sponsors, VIPs						
Media						
Volunteer						
Spectators						
Totals						

*Local – City of Sault Ste. Marie,

*Regional – Algoma and Northern Ontario - people travel from 40-kilometres away.

*Ontario – rest of Ontario

*Canada – All provinces other than Ontario

Briefly describe the tourism objectives of your event to attract visitors and generate economic impact through visitor spending in Sault Ste. Marie:

Section 4: Economic Impact

Outline the financial benefit that the event will have on the local economy:

For calculating direct visitor spending, use the following format:

Number of Visitors X Number of Days in Sault Ste. Marie X \$150 = Direct Visitor Spending



Section 6: Promotional Impact

Identify if the event is expected to have positive media coverage outside of the region, province or national:

Section 7: Sustainability of the Event

Describe the timeline and history of the event, stating previous dates, and/or future dates, if applicable:

Section 8: Event Budget

Provide a budget for the event. Include expenses and how grant funds, if awarded, would be used. Also, include all expected sources of funding for the project, including other grants being sought:

Note: *Include a Budget as a separate attachment.*



Section 9: Marketing Plan

Provide a description of the marketing activities for the event, including:

Note: Include a detailed Marketing Plan as a separate attachment.

Timelines: _____

Dedicated Marketing Budget: _____

Types of Promotion: _____

Target Markets: _____

Target Areas/Locations: _____

Other Relevant Information, such as appropriate social media tags, etc.:

Event Organizing Committee

Please list the key people on the events Organizing Committee (up to five)

Authorization

As an authorized representative of _____(Organization Name) I,
_____(Name), attest that all information contained in this application is
accurate to the best of my knowledge.

Signature

Date



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Travis Anderson, Director Tourism & Community Development
DEPARTMENT: Community Development and Enterprise Services
RE: Tourism Sault Ste. Marie – Designated Entity to Receive MAT Proceeds.

PURPOSE

The purpose of this report to recommend to Council that Tourism Sault Ste. Marie be designated as the entity to receive the Municipal Accommodation Tax. A Memorandum of Understanding and a Management Agreement are being provided to Council and recommended for approval.

BACKGROUND

In 2017, the Province of Ontario passed Bill 127, Stronger, Healthier, Ontario Act 2017 that among other things amended the Municipal Act, 2006 to provide municipalities with the legislative authority to levy a tax on transient accommodations of 30 days or less.

All municipalities that adopted an accommodation tax but also had an existing destination-marketing fee are required to share their hotel tax revenue with the appropriate not-for-profit tourism organization in an amount that matches the total revenue generated by the Destination Marketing Fund (DMF) program in place prior to the new tax being implemented.

Locally, the Sault Ste. Marie Economic Development Corporation (SSMEDC) held the funds in trust on behalf of the voluntary members collecting the destination-marketing fee.

On May 21st, 2019, Council authorized an agreement and by-law which provided SSMEDC with the 2019 MAT proceeds obligated to be provided by the City until such time that a new Tourism Sault Ste. Marie non-profit was incorporated. The regulations require a municipality and tourism entity to enter into an agreement that deals with reasonable financial accountability matters to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism. Tourism promotion includes the development of tourism products.

On December 2nd, 2019, Council passed the following resolution:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 12 02 be approved and that Council authorize the distribution of funds from the Municipal Transient Accommodation Tax as outlined including the creation of a Tourism Development Fund for which criteria will be returned to Council for approval.

Further, that Council approve an extension agreement with the SSMEDC to permit spending of MAT funds until such time as the new TourismSSM non-profit is incorporated.

Tourism Sault Ste. Marie was incorporated in 2020, with an independent Board comprised of representatives from the Tourism & Hospitality sector. Following the incorporation of Tourism Sault Ste. Marie, City staff from the Legal, CDES and Finance departments worked with the Executive of the Board of Tourism Sault Ste. Marie to develop an agreement that deals with reasonable financial accountability matters to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism. Tourism promotion includes the development of tourism products.

The Management Agreement and MOU between the Corporation of the City of Sault Ste. Marie and Tourism Sault Ste. Marie, were approved by way of resolution from the Board of Tourism Sault Ste. Marie in April and May 2021, respectively.

ANALYSIS

The Tourism Sault Ste. Marie Board and tourism staff are aligned in their recommendation to City Council that Tourism Sault Ste. Marie be designated as the eligible entity to receive the proceeds of the Municipal Accommodation Tax, for the exclusive purpose of tourism promotion including marketing and the development of tourism products.

The Management Agreement outlines how the City and Tourism Sault Ste. Marie will collaborate and outlines a number of functions and administrative support services that City staff will perform on behalf of Tourism Sault Ste. Marie.

Staff is recommending the approval of these two agreements as they are consistent with the legislation related to the Municipal Accommodation Tax and consistent with the understanding when tourism staff were migrated into the Community Development and Enterprise Services department of the City.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report. Staff are simply requesting that Tourism Sault Ste Marie be designated as the entity to receive the appropriate portion of MAT proceeds. The staff budget for tourism is currently accounted for within the City budget.

STRATEGIC PLAN / POLICY IMPACT

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

Promote quality of life advantages - The City of Sault Ste. Marie is distinctively poised to provide and promote a superior quality of life. The City is located on the border to the United States and uniquely positioned in the middle of three of the largest Great Lakes.

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Tourism Sault Ste. Marie – Designated Entity to Receive MAT Proceeds.

May 31, 2021

Page 3.

By-law 2021-109 appears elsewhere on the agenda for Council approval for the Memorandum of Understanding.

Further, By-law 2021-118 appears elsewhere on the agenda for Council approval for the Management Agreement.

Respectfully submitted,

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

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



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Designated Heritage Property Grant - 143 McGregor
Avenue

Purpose

The purpose of this report is to seek Council's approval for a \$3000.00 grant to assist with the replacement of the cedar shingle roof at 143 McGregor Avenue, which is a designated heritage property.

Background

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, owners may apply to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures, which ensure the ongoing integrity of their heritage property. The grants do not exceed 67% of the approved project cost and are generally limited to a maximum of \$3,000.00 for a single applicant.

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Heritage Property Grant application (attached) from Jason Leach and Kaitlin Kazmierowski for 143 McGregor Avenue to assist with the replacement of the cedar shake roof. The property is a heritage building designated under Part IV of the Ontario Heritage Act in 1981.

Analysis

The designated heritage property grant application was reviewed by the S.S.M.M.H.C. and the estimated cost of the project is \$9630.42. The following resolution was passed at the May 5, 2021 meeting of the S.S.M.M.H.C:

Moved by: H. Robbins

Seconded by: M. Jones

“Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the request to replace the cedar shingles at 143 McGregor Avenue and recommend a designated heritage property grant in the amount of \$3,000.00 to Jason Leach and Kaitlin Kazmierowski; and further that final payment be based upon the submission of paid contractor’s invoices and upon final approval of the work by the S.S.M.M.H.C; and further that a report be sent to City Council for their approval.”

CARRIED

Financial Implications

The 2021 budget for designated heritage property grants is \$12,000 and there are no commitments to date

Strategic Plan / Policy Impact

Focus Area – Quality of Life: Promotion of our City’s arts, culture, historic and heritage sites is an essential component in achieving economic health

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated May 31, 2021 concerning the Designated Heritage Property Grant – 143 McGregor Avenue for a grant in the amount of \$3,000.00 to support the replacement of the cedar shingle roof at 143 McGregor Avenue be approved; and further that payment be rendered upon submission of the paid contractor’s invoices and final approval of the of the project by the Sault Ste. Marie Municipal Heritage Committee.

Respectfully submitted,



Virginia McLeod

Manager of Recreation and Culture

705.759-5311

v.mcleod@cityssm.on.ca



Sault Ste. Marie Municipal Heritage Committee

APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note: In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. **For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant."**

1. Applicant

Name Kaitlin Kazmierowski and Jason Leach	Telephone (include area code) ---
Address 143 McGregor Avenue	Postal Code P6A 3W8

2. Property for which application is being made:

143 McGregor Avenue

3. Have you previously received a Designated Property Grant for this property?

☐ Yes

☒ No

(If "Yes, give date and amount)

Date	Amount
------	--------

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description	Cost
To replace the existing white cedar shingles on the turret roof with new white cedar shingles	\$9,630.42

5. List all sources and amounts of funding requested for project

Heritage Grant Amount	Amount
Other Level of Government Funding	\$ 3,000.00
Private Funds	\$
The remainder will be our own funds	\$ 6,630.42

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant

Jason Leach

Date 2021-04-25

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.



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

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

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Designated Heritage Property Grant – 36 Herrick Street

Purpose

The purpose of this report is to seek Council's approval for a \$3000.00 grant to assist with the repair and replacement of the front stairs at 34-36 Herrick Street, which is a designated heritage property.

Background

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, owners may apply to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures, which ensure the ongoing integrity of their heritage property. The grants do not exceed 67% of the approved project cost and are generally limited to a maximum of \$3,000.00 for a single applicant.

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Heritage Property Grant application (attached) from Gabrielle Sarlo for 36 Herrick Street to assist with the replacement of the front stairs. The property is a heritage building designated under Part IV of the Ontario Heritage Act in 1981.

Analysis

The designated heritage property grant application was reviewed by the S.S.M.M.H.C. and the estimated cost of the project is \$9864.90. The following resolution was passed at the May 5, 2021 meeting of the S.S.M.M.H.C:

Moved by: H. Robbins

Seconded by: K. Kazmierowski

“Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the request to replace the front stairs at 34-36 Herrick Street and recommend a designated heritage property grant in the amount of \$3,000.00 to Gabrielle Sarlo; and further that final payment be based upon the submission of paid contractor’s invoices and upon final approval of the work by the S.S.M.M.H.C; and further that a report be sent to City Council for their approval.”

CARRIED

Financial Implications

The 2021 budget for designated heritage property grants is \$12,000 and there are no commitments to date.

Strategic Plan / Policy Impact

Focus Area – Quality of Life: Promotion of our City’s arts, culture, historic and heritage sites is an essential component in achieving economic health

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated May 31, 2021 concerning the Designated Heritage Property Grant – 36 Herrick Street for a grant in the amount of \$3,000.00 to support the repair and replacement front stairs at 34-36 Herrick Street be approved; and further that payment be rendered upon submission of the paid contractor’s invoices and final approval of the of the project by the Sault Ste. Marie Municipal Heritage Committee.

Respectfully submitted,



Virginia McLeod

Manager of Recreation and Culture

705.759-5311

v.mcleod@cityssm.on.ca



Sault Ste. Marie Municipal Heritage Committee

APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note: In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant."

1. Applicant

Name <u>Gabrielle Sarlo</u>	Telephone (include area code) _____
Address <u>36 Herrick Street</u>	Postal Code <u>P6A 2T6</u>

2. Property for which application is being made: Primary Residence - above address

3. Have you previously received a Designated Property Grant for this property?

☐ Yes	☒ No	(If "Yes, give date and amount)	
			Date Amount

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description	Cost
Repair / renovate stairs leading to home - see enclosed letter for details & photos.	\$9864.90

5. List all sources and amounts of funding requested for project

Heritage Grant Amount	Amount
	\$ 3,000
Other Level of Government Funding	\$
Private Funds	\$ 6864.90

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant

Gabrielle Sarlo

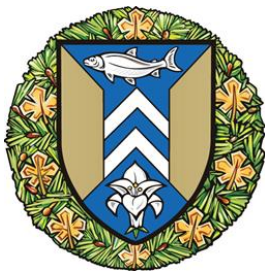
Date

2021/05/03

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Nicole Maione, Manager of Transit & Parking
DEPARTMENT: Community Development and Enterprise Services
RE: Municipal Law Enforcement Officers

PURPOSE

The purpose of this report is to update By-law 93-165, which appoints municipal law enforcement officers.

BACKGROUND

By-Law 93-165 is a By-law appointing municipal law enforcement officers and is amended from time to time.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

This is an operational activity not articulated in the strategic plan.

RECOMMENDATION

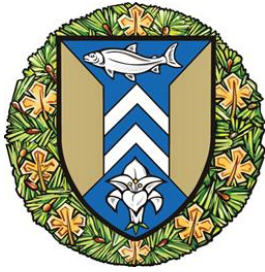
It is therefore recommended that Council take the following action:

By-law 2021-98 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

Nicole Maione
Manager of Transit and Parking
705.759.5848
n.maione@cityssm.on.ca



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: DCIP – Financial Incentive Grant Applications – May 2021

Purpose

As part of the City's Downtown Community Improvement Plan (DCIP), a series of financial incentive grant programs have been implemented. The purpose of this report is to recommend four (4) grant applications for Council's approval.

Background

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

In support of this strategy, City Council, in May 2017, approved a Community Improvement Plan (legislated under section 28 of the Planning Act) to allow for various building improvement grants for smaller businesses and commercial buildings, and tax rebates for major new development in the Downtown. To facilitate the provision of these grants, the City was successful in receiving \$600,000 from NOHFC, which matched the City's budget allocation for the implementation of the DCIP.

There are five grant programs within the DCIP:

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

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

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

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

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

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

Upper Floor Residential Conversion Grant: New residents are key to a successful Downtown, providing a constant market for the goods and services that are provided in this area. To encourage opportunities to create livable spaces in the Downtown, the Upper Floor Residential Conversion Grant assists property owners with the cost of improvements related to the conversion of vacant, upper-floor commercial space to residential dwelling units. The grant is administered on a matching funds basis, to a maximum of \$15,000.

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

Analysis

The grant programs are a proven tool in attracting private sector investment into the Downtown. Included in this report is a summary of three property owners requesting grants. The projects outlined below, when completed, will contribute approximately **\$295,000** of private sector investment into the Downtown, facilitating new façade upgrades, repurposing vacant commercial spaces, and establishing a new patio.

Address; Applicant	Grant Requested/Grant Amount; Description of Work
551-553 Queen Street East; Missanabie Cree Business Corporation	Façade Improvement Grant/\$20,000;
557-559 Queen Street East; Missanabie First Nation	Façade Improvement Grant/\$20,000; The two projects seek to update a number of building features including new windows, signage, lighting, as well as wooden canopies. The projects will be augmented with a new exterior paint, as well as vibrant cultural wall murals. The proposed improvements on these two buildings will add to the Downtown's sense of place, but will also complement the City's future plaza, located within close proximity of these two buildings. The exterior designs of both 551-553 Queen and 557-559 Queen will be coordinated, however, the two buildings are separate spaces, and will operate as two separate entities.

117 Spring Street; FC Team (Michael Flammia)	Building Activation Grant/\$20,000; Situated in a Downtown landmark building – the former Salvation Army Citadel – the proposal seeks to retrofit a vacant space into a wide-ranging fashion retailer and social space. Comprehensive renovations are proposed, including the demolition and replacement of walls, new flooring, upgrades to the building's plumbing and electrical systems, as well as new built-in furnishings and shelving. The proposal will be a unique offering to Downtown Sault Ste. Marie.
636 Queen Street East; Case's Music (Carrie Suriano/Jake Rendell)	Façade Improvement Grant; \$20,000 The proponents wish to upgrade both the commercial ground floor façade, as well as make improvements to the second floor façade. Improvements include new ground floor and upper floor windows, moldings, an enhanced signage board, as well as a new awning. The proposed improvements will also facilitate a larger interior commercial space for the existing music store.

Financial Implications

The total budget to implement the Downtown Community Improvement Plan is \$1,300,000. NOHFC and the City are both contributing \$600,000, while \$90,000 is being provided through the Ontario Main Street Revitalization Initiative. The Downtown Association is also contributing \$10,000. The funding allocation for the financial incentive programs are \$600,000. The amount of grants from the applications outlined in this report will total **\$80,000**. If these grant applications are approved, the bulk of the \$600,000 allocated to the administration of grants will have been committed.

It should be noted that not all grant recipients proceed with their approved projects, or use their entire grant allotment. Staff will continue to review the overall Downtown CIP budget, and determine if future applications can be accepted. However, the funding agreement with NOHFC expires in September of 2021, applications cannot be accepted after that point.

Strategic Plan / Policy Impact

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

Summary

The applications received to date are a positive indication of the determination of downtown property owners to reinvest in their buildings to support businesses and to attract people to this important area of the community. Applications recommended for approval in this report represent approximately **\$295,000** in new investment in the downtown.

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2021 05 31, concerning the Downtown Community Improvement Plan Financial Incentive applications be received, and that the four (4) grant applications identified in this report be approved.

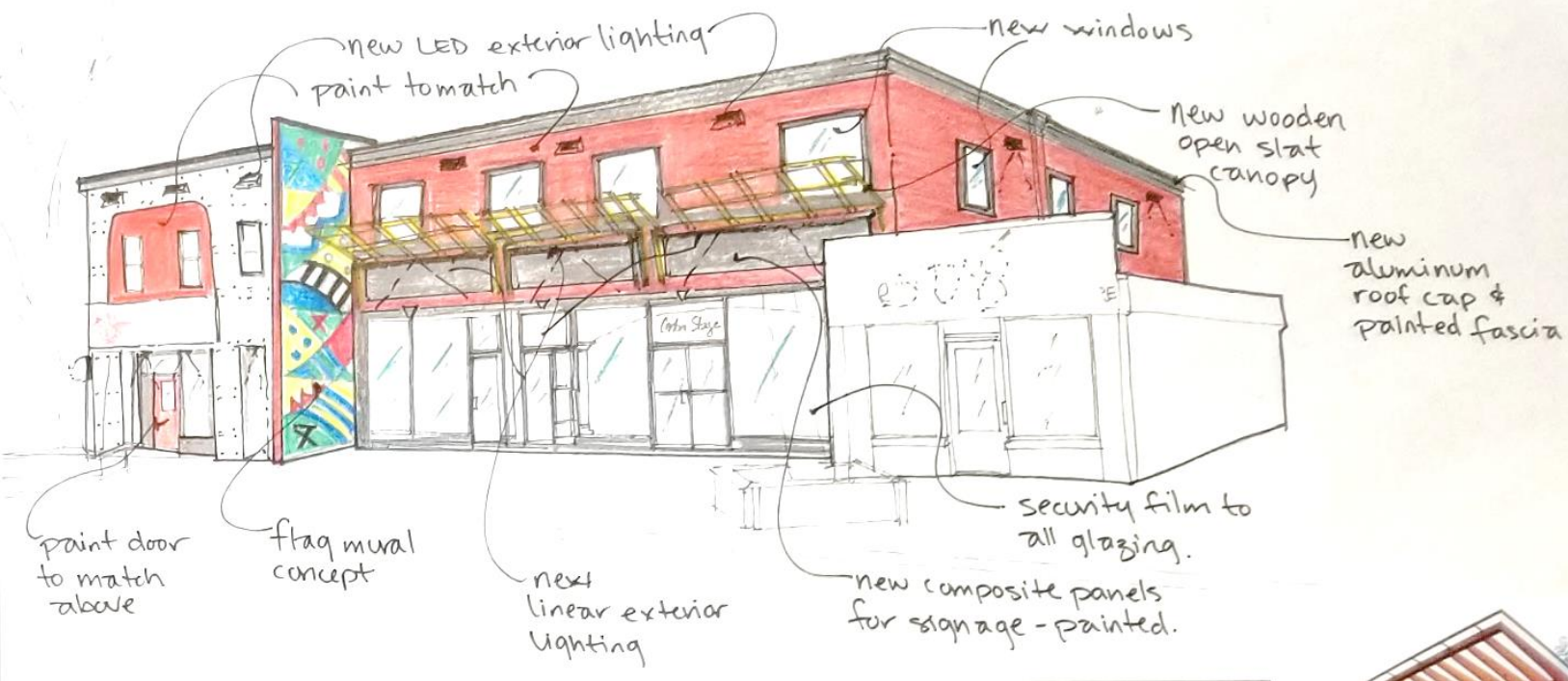
Respectfully submitted,



Stephen Turco, RPP
Senior Planner

705.759.5279

s.turco@cityssm.on.ca



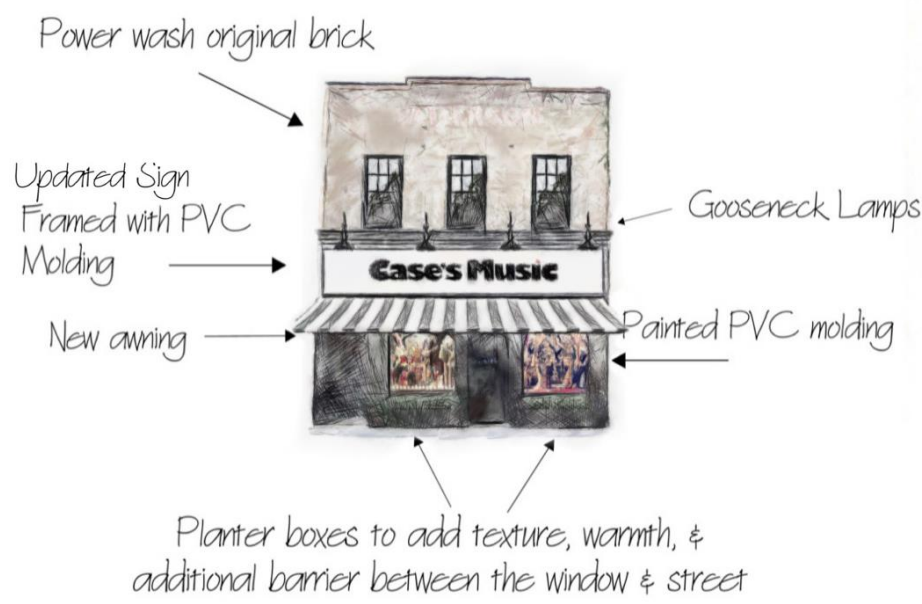
551-553 Queen Street East: Façade Improvement



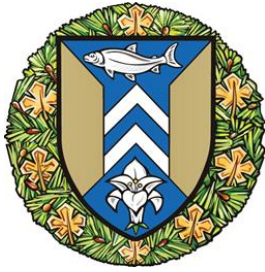
557-559 Queen Street East: Façade Improvement



117 Spring Street: Building Activation



636 Queen Street East Page 15 of 45



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: 2021 Resurfacing Program

Purpose

The purpose of this report is to obtain Council approval of the 2021 Miscellaneous Paving/Road Resurfacing Program.

Background

Each year, the majority of the Miscellaneous Construction budget is allocated to road resurfacing. The purpose of the miscellaneous construction budget is to meet the demands of many small capital infrastructure construction projects. Over the years the need to resurface roads has continued to grow and the rising cost of construction have eroded the effectiveness of the program. For many years there has been no increase to the budget.

Several arterial and collector roads are in need of new surfaces, thereby requiring an allocation from the Capital Transportation Program to add funds to the resurfacing program. This defers road reconstruction.

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

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

Analysis

The recommended 2021 resurfacing program includes the following streets:

Class A:

- McNabb Street – Willow to Pine
- White Oak Drive – Sackville to North
- North Street – St George's, north to hill

Class B:

- Wilson Street – Strand to Northern

Class C:

- Rowell – Asquith to East Balfour
- East Balfour – Borden to Whitney
- Landslide Road – Civic 943 to Connor
- Gibb Street – Chambers to Murray

Miscellaneous Construction:

- Albert Street Improvements: A miscellaneous paving project will be included on Albert Street between Andrew and Gore. Recommendations at the October 26, 2020 Council meeting included that eastbound lanes between Andrew and Gore streets would be reduced to one lane, which is a continuation of the improvements implemented at the Andrew/Gore intersection.
- Foxborough Trail: The City has received a sufficient petition for traffic calming on Foxborough Trail between Third Line East and Windsor Trail. Further, the other criteria in the City's traffic calming policy with respect to speed and traffic volume are met, therefore the Engineering Division recommends that two speed tables be constructed at equally spaced locations on Foxborough Trail.

Finally, a quantity of crack sealing and full lane road patches will be included if budget permits.

Financial Implications

At the March 29, 2021 meeting of Council, the amount of \$285,000 of the miscellaneous construction budget was diverted to Phase I of the asset management project with the view that it be replenished if the City's application for Investing in Canada Infrastructure Program (ICIP) COVID-19 Resilience Stream funding was successful. On April 20, 2021 the CAO was advised that the application was successful so it is recommended that the \$285,000 be returned to the miscellaneous construction budget. In the 2021 miscellaneous construction budget, \$540,000 is available for resurfacing and \$300,000 for surface treatment. There is an allocation in the 2021 Capital Transportation Plan of \$1,932,736 for a total miscellaneous paving/resurfacing budget of \$2,772,736. It is estimated that this amount will be sufficient for the above resurfacing program.

Strategic Plan / Policy Impact

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

Recommendation

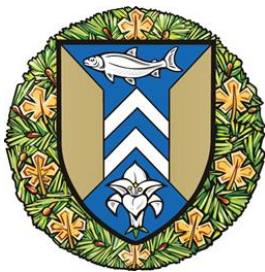
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated May 31, 2021, be received, and that the 2021 Road Resurfacing Program be approved.

Respectfully submitted,



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



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel.
Freddie Pozzebon, Chief Building Official
Susan Hamilton-Beach, Director of Public Works

DEPARTMENT: Legal Department

RE: Shopping Carts

Purpose

The purpose of this report is to respond to the following Resolution passed by City Council on November 4, 2019:

Whereas the issue of shopping carts is frequently raised as a nuisance in those areas of Sault Ste. Marie where large retail stores are located; and

Whereas it is common for shoppers to leave various retail stores with their shopping carts to facilitate their bringing home of groceries or other goods; and

Whereas most often, shopping carts that leave a retail store's property are left abandoned on sidewalks, boulevards or paths throughout the City; and

Whereas many retail stores use local services to retrieve and recover shopping carts that are abandoned throughout the City; and

Whereas certain retail stores do not use local services to retrieve their shopping carts, allowing them to become a neighbourhood nuisance, and requiring taxpayer funded Public Works employees to attend at various areas throughout the City to retrieve and dispose of the abandoned shopping carts;

Whereas it is a civic responsibility of all businesses and residents in the City of Sault Ste. Marie to maintain the property standards and beauty of our City;

Now Therefore Be It Resolved that the Legal Department and the Public Works Department and Building Division be requested to bring forward to City Council for its consideration a draft by-law that would require retailers that use shopping

carts to develop a shopping cart management plan for the retrieval and return of abandoned shopping carts outside of that retailer's property boundaries;

Further Be It Resolved that the draft by-law ensures enforcement mechanisms are in place for retailers that do not comply or uphold their shopping cart management plan, once developed, or, alternatively, that penalties are in place for failing to develop a shopping cart management plan.

Background

As set out in the Resolution passed by Council, City staff, City councillors and citizens have experienced the nuisance of shopping carts being removed from retail and grocery stores, and thereafter abandoned on both private and public property within the City of Sault Ste. Marie. City staff directly and through councillors have received complaints of unsightly shopping carts left abandoned. In other cases, abandoned carts have caused potential risk and liability issues, as they could be left on sidewalks or even roadways.

Public Works' staff have spent considerable efforts attempting to deal with such complaints by reaching out to applicable retail and grocery stores and requesting that they retrieve their carts. In some instances, cooperation has been achieved and the store or their contractor has attended to pick up their carts. In other instances however, the carts remain and/or a retailer advises of the arrangements it has in place to retrieve their abandoned carts, which results in carts remaining on properties for weeks at a time. City Staff have also attended to remove carts when liability issues are present.

Presently, there is no City By-law that addresses the issue. In accordance with Council's direction, Legal, Public Works and Building Staff have worked together to draft and present By-law 2021-92 (the "Shopping Cart By-law") for Council's consideration.

Analysis

1. OVERVIEW OF SHOPPING CART BY-LAW

The Shopping Cart By-law sets out a comprehensive system for the regulation of shopping carts on any land within the City of Sault Ste. Marie. Specifically, the Shopping Cart By-law has the following components:

(a) Shopping Cart Management System

Every "Business Owner", defined as a "Person" who provides shopping carts in connection with their business is required to develop and file with the City's Director of Public Works and Engineering Services or his/her designate (the "Director") a Shopping Cart Management System (the "System") that includes the particulars of the Business Owner's operation and the following:

- (i) the full particulars and details of the System;
- (ii) the full particulars including timelines of how the Business Owner shall retrieve and return any abandoned shopping carts outside of the Owner's Premises;
- (iii) a general description of the Business Owner's shopping carts including easily identifiable features (ie. colour, Business Owner's name); and
- (iv) any other information that the Director may request.

The proposed System will then be reviewed by the Director and must be to the Director's satisfaction. Once approved by the Director, the Owner is required to adhere to and comply with their approved System. Failing to adhere to an approved System is considered an offence and charges may be laid. Further, if the Director subsequently determines that an approved System is no longer satisfactory, the Director shall give notice to the Business Owner who shall in turn be required to submit a new System for review and approval.

(b) Prohibitions

The Shopping Cart By-law then sets out various prohibitions, specifically that:

- (i) no Business Owner shall allow or permit the removal of a shopping cart from the Business Owner's premises;
- (ii) no Business Owner shall allow or permit a shopping cart owned or used by their business to be abandoned on any property (City or private) outside of the Business Owner's premises;
- (iii) no person shall remove a shopping cart from a Business Owner's premises and/or otherwise place, leave, deposit or stop a shopping cart on any property outside of the Business Owner's premises; and
- (iv) no "Private Property Owner" shall allow or permit a shopping cart to be abandoned, placed, left, deposited or stopped on its Private Property.

Pursuant to Section 31 of the Shopping Cart By-law, any person who contravenes a provision of this By-law is guilty of an offence and charges may be laid.

(c) Enforcement

The Shopping Cart By-law provides various enforcement tools in the event of noncompliance. It will be enforced by the Director and his/her designates, the Chief Building Official and his/her designates, and at times an authorized agent of the City. Enforcement will proceed in one of two paths, depending on if the

shopping cart is on City Property/Highway or Private Property/Other Land in the City of Sault Ste. Marie.

(i) City Property/Highway

Pursuant to Section 19 of the Shopping Cart By-law, if a shopping cart is discovered on any City Property or a Highway:

- a. the Director and/or Chief Building Official or an authorized agent of the City may collect, remove and dispose of same; or
- b. the Chief Building Official may provide written notice to the Business Owner advising of the breach of this By-law and requiring the Business Owner to collect same by a date and time specified in the notice.

The options provide City Staff with the flexibility to determine the best course of action in the circumstances. For example, if there are any liability/risk issues, or a potential impact to City Services, Option 1 would be pursued and City Staff would remove and dispose of the cart. If City Staff pursue Option 2 above, the Building Division will proceed with enforcement in the same manner as it does with a “Dirty Yards” situation. If the Business Owner fails to comply with the terms of the written notice, the Chief Building Official or an authorized agent of the City may collect and remove the cart at the expense of the Business Owner.

The costs incurred by the City to collect, remove and dispose of any carts left on City Property or a Highway along with any administrative fees in pursuing either Option 1 or Option 2 above shall be due and payable by the Business Owner and added to their respective tax roll. The City may then collect those costs in the same manner as municipal taxes pursuant to Section 398 of the Municipal Act, 2001, as amended.

(ii) Private Property or Any other Land

Section 23 of the Shopping Cart By-law provides the Chief Building Official or an authorized agent of the City to enter onto Private Property or any other land within the City to inspect same to determine compliance with this By-law. Upon discovery of a shopping cart on Private Property or any other land within the City, aside from City Property or a Highway, the Chief Building Official may provide written notice to:

- a. the Business Owner of the abandoned Shopping Cart; and/or
- b. the Private Property Owner of the lands where the shopping cart has been placed/abandoned.

The written notice shall advise the Business Owner and/or Private Property Owner of the breach of this By-law and require the collection/removal of the cart to achieve

compliance. Again, the Building Division will proceed with enforcement in the same manner as it does with a “Dirty Yards” situation. If the Business Owner and/or Private Property Owner, as the case may be, fails to comply with the terms of the written notice, the Chief Building Official or an authorized agent of the City may collect and remove the cart at their expense. Also, in this case, the costs incurred by the City to collect, remove and dispose of any carts left on Private Property/Land within the City, along with any administrative fees shall be due and payable by the Business Owner and/or the Private Property Owner and added to their respective tax rolls. As in the previous case, the City may collect these costs in the same manner as municipal taxes.

City staff recommend including both the Business Owner and the Private Property Owner in this section of the By-law, given there are instances whereby Private Property Owners have repeatedly failed to address abandonment of shopping carts from multiple retail and grocery stores by their tenants on their properties. Some individuals also regularly remove carts from a Business Owner’s Premises and this will assist in enforcing these situations. The City again has the discretion to pursue the Business Owner and/or Private Property Owner depending on the circumstances at hand.

(d) Offences and Penalties

In conjunction with the enforcement tools set out above, Section 29 of the Shopping Cart By-law provides that the City may also proceed with a prosecution of a Business Owner, Private Property Owner and/or a Person for a breach of the terms of this By-law. Section 31 of the Shopping Cart By-law provides that any person who contravenes a provision of this By-law is guilty of an offence and upon conviction shall be liable to a penalty of not more than \$5,000.00 for each offence.

Further, each day that an “offence” is committed or permitted to continue constitutes a “separate” offence. Finally, given Section 32 of the Shopping Cart By-law, a Court may also issue an Order that prohibits a person from continuing or repeating the offence. If a person fails to comply with such an Order, that individual would then be breaching a Court Order.

2. RELEVANT CONSIDERATIONS

City staff expects that most retailers and grocery stores will comply. Certainly the desire is for a Business Owner to establish a System that foremost controls and eliminates the removal of Shopping Carts from the Business Owner’s premises and further, that facilitates the pickup of any abandoned Shopping Carts that are left on property outside of the Business Owner’s Premises.

City staff have canvassed other municipalities who have passed by-laws regulating shopping carts within their respective jurisdictions. These municipalities (ie. Ottawa, Guelph, Markham and Mississauga) charge collection and storage fees

for each cart collected and also provide the opportunity for the prosecution of persons found to be noncompliant with their respective by-laws. Markham also provides for the return of carts collected to a business.

City staff have considered the option of storage and retrieval, and do not recommend same. Storage would be outdoor which presents practical challenges to the storage of the carts themselves especially given the winter climate experienced in Sault Ste. Marie, along with the significant resources that would be necessary to maintain, categorize and permit the retrieval of carts. Also, the City would be responsible for the care/condition of the carts while storing same which creates other challenges and issues. Staff also do not recommend that the City take on the role of collecting/returning of carts to a business. As set out in the Resolution, taxpayer funds should not be expended on such matters given that most businesses do comply and the goal is to ensure that a Business Owner creates a System for the management of its own shopping carts/retrieval of same.

The Shopping Cart By-law will necessarily result in the City incurring costs and expending staff resources to deal with the review/approval of a System for each business that uses shopping carts and to deal and the collection, storage, administration and management (including notices, enforcement, prosecutions, etc.) of the Shopping Cart By-law. Given same, the By-law allows the City to recoup the costs associated with the collection, removal and disposal of shopping carts, along with any administrative fees and is consistent with how the City already handles "Dirty Yards" pursuant to By-law 2012-10. Businesses are also afforded the opportunity to respond and retrieve their carts if they are abandoned outside of their premises unless of course they pose liability or operational risks.

In terms of the effective date of this By-law, City staff recommend that the Shopping Cart By-law be made effective September 7th, 2021 rather than on its passing. This shall provide Business Owners with time to achieve compliance with this By-law, including developing and filing a System with the Director and making their Shopping Carts identifiable. Business Owners can also attend to the retrieval of their carts outside of their business premises if same is applicable.

Financial Implications

Currently, Public Works Operational staff collect problematic carts and ultimately dispose of such at the expense of the taxpayer. Hundreds of carts are typically retrieved in the winter season given the liability created with the interference of maintenance equipment. It is anticipated that this effort will be reduced and thus the expense to the taxpayer minimized as compliance increases. Following the implementation of the by-law - in most non-compliance cases and in response to complaints it is anticipated that the use of the Building Division's enforcement tools (which will be charged to the offender in the manner outlined above) shall also minimize the expense to taxpayers.

It is recommended that a review of the success of the by-law and the financial burden to the taxpayer can be quantified and reported back to Council following one year of its implementation.

Strategic Plan / Policy Impact

Addressing the issue of abandoned shopping carts is related to the maintenance of existing infrastructure and also impacts the quality of life component of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

By-law 2021-92, being a By-law to prevent and control the abandonment of shopping carts on City Property, Highways or any land within the City of Sault Ste. Marie outside of an Owner's Premises and to authorize the disposal by the City of abandoned Shopping Carts appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
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Chief Building Official
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Susan Hamilton-Beach
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Frank Cowan Insurance – Claim Handling Agreement

Purpose

The purpose of this report is to seek Council's approval of a Claim Handling Agreement (the "Agreement") between the City and Intact Public Entities Inc. ("Intact") that was contemplated in the General Insurance Services Agreement between the City and Frank Cowan Insurance Company ("Cowan") approved by Council under By-law 2021-42.

Background

In 2020, the City issued an RFP for the provision of General Insurance Services. Council thereafter approved Staff's recommendation at the conclusion of the RFP to enter into a three-year General Insurance Services agreement with Cowan for the period February 28, 2021 to February 28, 2024.

The main General Insurance Services Agreement contemplated various subsidiary agreements to facilitate same, three of which were already approved by Council at the meeting held on May 10, 2021. Cowan has now provided the final subsidiary agreement, specifically the Claim Handling Agreement for execution. There is no additional cost to this agreement.

Analysis

The Agreement grants the City permission to respond to certain claims through its processes and also sets out the City's reporting obligations to Intact and Cowan. The City is required to immediately notify Intact if during the handling of a claim it becomes apparent that the claim:

- Reaches or is expected to reach a total incurred value (Reserves and payments) in excess of 50% of the policy deductible;
- Triggers coverage under a Claims Made wording (ie. E&O, Environmental, etc.); or
- Is a certain type claim as enumerated by Intact (ie. More serious in nature, including fatalities, brain damage resulting in mental/physical impairment, class action suits, etc.).

Further, the Agreement requires the City to maintain a claims reporting and tracking system, along with a “claims loss bordereaux of all claims handled by the City” every six months. The City’s adjuster Sedgwick Canada shall complete this reporting.

Financial Implications

The Agreement does not result in any additional costs to the City.

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:

By-law 2021-116 authorizing the execution of the Claim Handling Agreement between the City and Intact Public Entities Inc. appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759.5403

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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jeffrey King, Solicitor/Prosecutor
DEPARTMENT: Legal Department
RE: Lane Assumption, Closing & Conveyance – Harris &
Buckley Subdivision Abutting 298 Fifth Avenue

Purpose

The purpose of this report is to seek Council's approval to assume, close and convey a laneway in the Harris and Buckley Subdivision, Plan M30.

ATTACHMENT

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

Background

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

PT PIN 31590-0276 (LT) 12 FT LANE PL M30 KORAH ALONG LT 203
ONLY; 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 the jurisdiction of the Conservation Authority.

The Building Department advised that if a portion will go to 298 Fifth Avenue, it will correct the legal nonconforming north side yard for the existing structures abutting the laneway.

The Planning Department, Community Development and Enterprise Services Department and Public Works and Engineering Services Department had no objections.

Lane Assumption, Closing & Conveyance – Harris & Buckley Subdivision
Abutting 298 Fifth Avenue
May 31, 2021
Page 2.

Engineering Department advised that during the reconstruction of Sixth Avenue the City discovered a private sewer located within this lane at the far west end. It is unknown where it terminates, or if it is within the limits of the lane closure. It is not a City sewer, so we will not request an easement. In addition, there may be gas service to 310 Sixth Avenue and field locates should be requested prior to lane closing and Bell requests a transfer of easement.

Analysis

Not applicable.

Financial Implications

There is no significant financial impact associated with this matter.

Strategic Plan / Policy Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

By-law 2021-100 being a by-law to assume the lane for public use and establish it as a public lane and By-law 2021-101 being a by-law to stop up, close and convey the lane appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



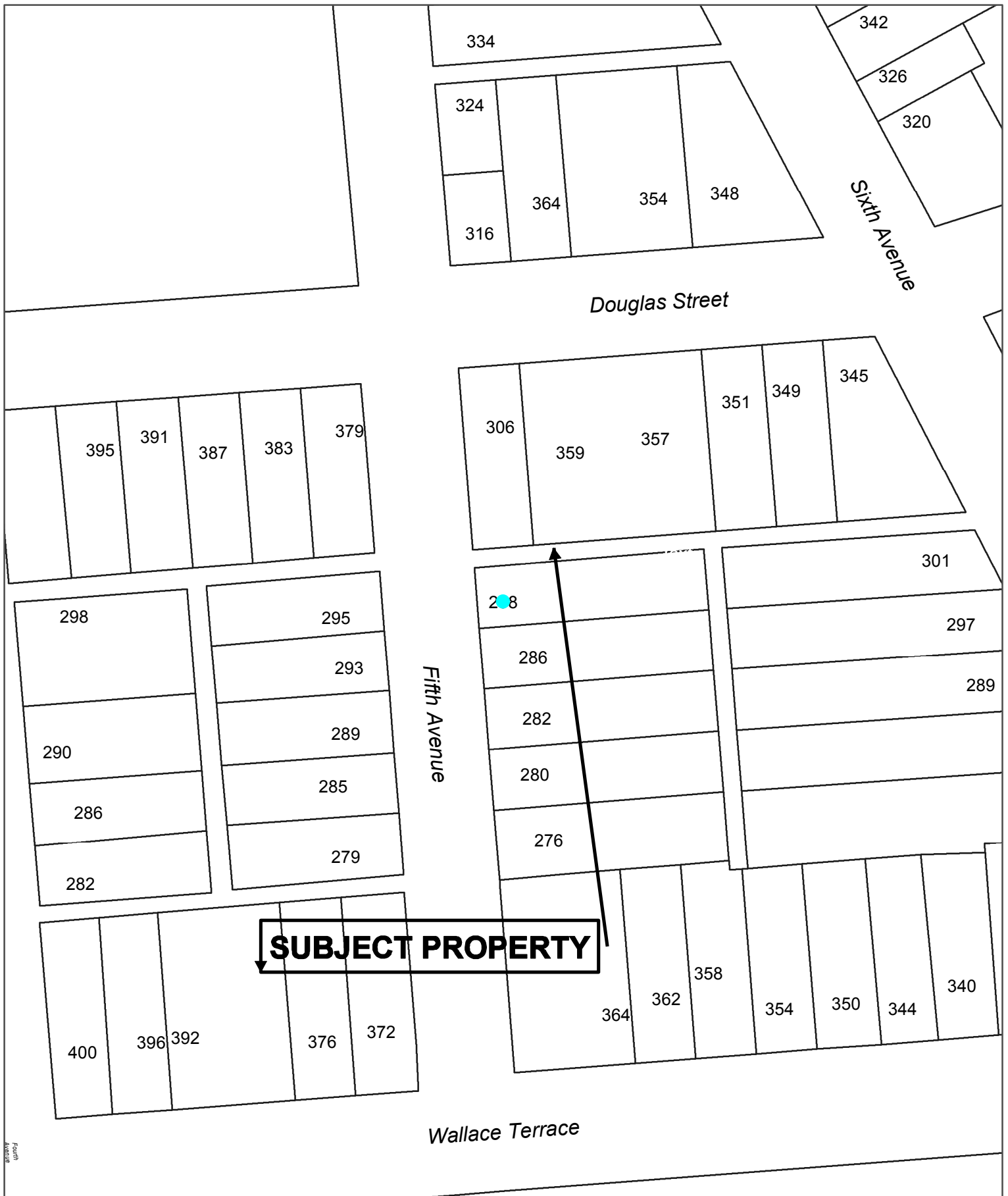
Jeffrey King
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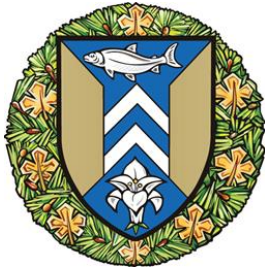
JK/tj

Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\298 Fifth Avenue Lane Closing OPEN.docx

Schedule "A"





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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Donald B. McConnell MCIP RPP, Director of Planning and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Long-Term Care Homes

Purpose

The purpose of this report is to respond to a City Council resolution concerning the feasibility of creating a Community Improvement Plan which provides an incentive to encourage the development of additional long-term care facilities.

Background

At their February 20, 2018 meeting, City Council received a presentation from Sault Area Hospital concerning long waiting lists for both long-term care beds and supportive housing in Sault Ste. Marie. At the meeting, Council approved a resolution supporting Sault Area Hospital's efforts to address this issue. Council also approved a second resolution requesting that staff investigate the possibility of a tax incentive program to encourage the development of additional long-term care facilities locally.

This report also provides information on an existing incentive which supports new assisted living facilities.

Analysis

The number of persons requiring nursing home or assisted living accommodation will continue to increase as the population ages.

Long-Term Care Homes

Approving and funding long-term care (LTC) homes in Ontario is a provincial responsibility.

All (LTC) homes in Ontario are regulated by the Long-Term Care Homes Act, 2007, which is administered by the Ministry of Health and Long-Term Care. In addition to providing accommodation, nursing home services include meals, medication, personal care, laundry, housekeeping and some recreational activities.

There are five nursing homes in Sault Ste. Marie. Both the FJ Davey Home and the Mauno Kaihla Koti (Finnish Resthome) are non-profit nursing homes and are exempt from municipal taxes.

Cedarwood Lodge, Maple View and Van Daele nursing homes are all operated as commercial businesses and pay municipal property taxes at the commercial rate.

Given that provincial approval and funding is required to construct or expand a nursing home, any municipal incentive would likely have a very limited impact on the provincial approval process.

Locally, the provincial government has announced funding for a new Mauno Kaihla Koti (MKK) nursing home at the Finnish Resthome which will double the number of available beds to 128 and meet all current standards.

Improvements to the Van Daele Retirement Home have also been approved, which will result in a major renovation of the existing facility and an expansion to provide an additional 20 beds.

Assisted Living Facilities

In 2013, City Council approved a Rental Housing Community Improvement Plan under Section 28 of the Planning Act and Section 365 of the Municipal Act. This program provides for tax rebates on a declining basis over a three-year period with an additional incentive for facilities which support assisted-living programs or where additional barrier free units are constructed. The recently completed 82 unit seniors apartment building constructed by the Ontario Finnish Resthome Association was approved under the Rental Housing CIP as an assisted-living facility.

In 2020, City Council approved a two-year extension to the program which will expire on September 9, 2022.

Collegiate Heights, Great Northern Retirement Home and Pathways Retirement Home are all privately operated and pay commercial property taxes. As a commercial business, they would not qualify for approval under the Rental Housing Community Improvement Plan.

Summary

Given that all new nursing homes must be approved and funded by the province, and that non-profit facilities are exempt from municipal property taxes, and that new assisted-living facilities already qualify for a tax rebate under the existing Rental Housing Community Improvement Plan, staff is not recommending any further action at this time.

However the provision of nursing home and assisted living accommodation is currently being reviewed by both the federal and provincial governments and staff will report further should additional municipal actions be required.

Financial Implications

There are no financial implications associated with the recommendations of this report.

Strategic Plan / Policy Impact

The recommendations of this report are not linked directly to any aspect of the Strategic Plan.

Recommendation

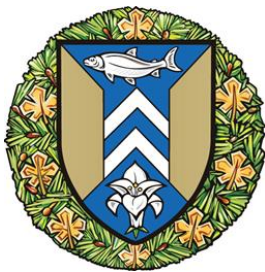
It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated May 31, 2021 concerning the feasibility of creating a Community Improvement Plan which provides an incentive to encourage the development of additional nursing home facilities be received as information and that Council take no further action at this time.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "D B McConnell". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Donald B McConnell MCIP RPP
Director of Planning & Enterprise
Services
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The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Affordable Housing Information Report

PURPOSE

This report provides information on Planning Staff's request for an Official Plan Amendment to repeal Policy HO.6, which requires all developments greater than 50 units to provide at least 30% affordable units, and replace this requirement with other policies and strategies aimed at achieving a target of at least 30% of all housing throughout the community be affordable.

BACKGROUND

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

The city's OP was approved in 1996 and policy HO.6 is the result of the relatively short lived *Comprehensive Set of Policy Statements*, which was passed by Rae's Provincial Government and later repealed by the Harris Government. While many of the policies contained within the *Comprehensive Set of Policy Statements* were carried forward in subsequent *Provincial Policy Statements*, the specific requirement '*opportunities will be provided for no less than 30% of new dwelling units created through development, and intensification to be affordable housing*' was not.

ANALYSIS

The Province requires all Ontario municipalities to establish and implement minimum affordability targets for providing housing that is considered affordable to low and moderate income households.¹

Affordable Ownership Housing

According to the Provincial Policy Statement, in the case of ownership housing, "affordable" means the least expensive of:

1. Housing for which the purchase price results in annual accommodation costs which do not exceed 30 % of gross annual household income for low and moderate income households (where "low and moderate income households" are those with incomes in the lowest 60% of the income distribution for all households in the regional market area); or
2. Housing for which the purchase price is at least 10 percent below the average purchase price of a resale unit in the regional market area.²

Household Incomes and Corresponding Affordable House Prices in Sault Ste. Marie (2019).

Source: Ministry of Municipal Affairs and Housing, Common Local Indicators.

Income percentile	Income (all households)	Affordable house price
10 th	\$ 20,400	\$ 72,400
20 th	\$ 30,500	\$ 108,200
30 th	\$ 41,700	\$ 147,900
40 th	\$ 52,600	\$ 186,600
50 th	\$ 66,500	\$ 235,900
60 th	\$ 82,300	\$ 291,900
70 th	\$ 101,100	\$ 358,600
80 th	\$ 126,900	\$ 450,100
90 th	\$ 162,900	\$ 577,800

Average and Median Resale House Prices in Sault Ste. Marie (2019).

Source: Ministry of Municipal Affairs and Housing, Common Local Indicators.

Average resale price	10% below average resale price
\$ 251,020	\$ 226,000

¹ For the purposes of the ensuing analysis, 2018 data has been utilized. Very recently, MMAH released 2019 figures, however this data is not complete. It is hoped that prior to recommending an Official Plan Amendment for final approval, the most recent, 2019 data can be utilized.

² The Regional Market Area includes the City of Sault Ste. Marie and Prince Township

Based on the Provincial Policy Statement definition and data from the Ministry of Municipal Affairs and Housing, an **affordable home purchase price** in Sault Ste. Marie in 2018 is **\$226,000**.

Affordable Rental Housing

According to the Provincial Policy Statement, in the case of **rental housing**, "affordable" means the least expensive of:

1. A unit for which the rent does not exceed 30 % of gross annual household income for low and moderate income households (where "low and moderate income households" are those with incomes in the lowest 60% of the income distribution for renter households in the regional market area); or
2. A unit for which the rent is at or below the average market rent in the regional market area.

Renter Household Incomes and Corresponding Affordable Rents in Sault Ste. Marie (2019).

Source: Ministry of Municipal Affairs and Housing, Common Local Indicators.

Income percentile	Income (renter households only)	Affordable monthly rent
10 th	\$ 13,100	\$ 330
20 th	\$ 17,900	\$ 450
30 th	\$ 22,100	\$ 550
40 th	\$ 26,500	\$ 660
50 th	\$ 31,900	\$ 800
60 th	\$ 38,900	\$ 970
70 th	\$ 47,400	\$ 1,190
80 th	\$ 59,900	\$ 1,500
90 th	\$ 80,000	\$ 2,000

Average Market Rents in Sault Ste. Marie (2019).

Source: Canadian Mortgage and Housing Corporation (CMHC).

Average bachelor rent	Average 1 bedroom rent	Average 2 bedroom rent	Average 3+ bedroom rent	Average rent for all units
\$ 603	\$ 772	\$ 968	\$ 929	\$ 886

Based on the Provincial Policy Statement definition and data from the Ministry of Municipal Affairs and Housing, an **affordable monthly rent** in Sault Ste. Marie in 2019 is **\$886**.

Comparing Housing Affordability Levels Across Ontario

According to the Ministry of Municipal Affairs and Housing, 51% of all households in Sault Ste. Marie could "afford" the average resale home price in 2018. Across all of Ontario, only 19% of households in Ontario could "afford" the province-wide average resale home price in 2018. This suggests that Sault Ste. Marie has excellent home ownership affordability compared to the rest of the province.

According to the Ministry of Municipal Affairs and Housing, 44% of renter households in Sault Ste. Marie could "afford" the average apartment rent in 2018. 47% of renter households in Ontario can "afford" the province-wide average apartment rent in 2018. This suggests that rental affordability in Sault Ste. Marie is not much different than the rest of the province.

2018 Snapshot of Affordability for Ownership and Rental Housing across Ontario.

Source: Ministry of Municipal Affairs and Housing, Common Local Indicators.

Regional Market Area	Proportion of all households that can "afford" the <u>average resale home price</u>	Proportion of renter households that can "afford" the <u>average rent</u>
Timmins	63%	54%
Thunder Bay	51%	47%
Sault Ste. Marie	51%	44%
Windsor	46%	53%
Greater Sudbury	46%	51%
Sarnia	44%	49%
North Bay	43%	49%
Ottawa	32%	53%
London	32%	48%
Kingston	30%	43%
Guelph	22%	54%
Barrie	21%	50%
Hamilton	18%	49%
Toronto	Less than 10%	44%
Ontario	19%	47%

The Proposed Policy Approach to Affordable Housing

In many respects the current approach of requiring new units to be affordable is counterproductive. The policy could have the effect of either limiting residential developments to less than 50 units or reducing/eliminating rental unit development, thus lowering supply and driving up rent prices. In many cases, especially with new 'greenfield developments', it is extremely difficult to construct new affordable

units (owned and rented) without significant ongoing subsidies. Generally, the provision of affordable housing requires the efforts of all three levels of Government and non-profit affordable housing providers, such as Sault Ste. Marie Housing Corporation, Ontario Aboriginal Housing and Community Living Algoma to name a few.

There exist more effective methods to achieving affordable housing that are currently in place or being contemplated as part of this Official Plan Amendment, such as:

Residential Intensification and Second/ Units

Current Official Plan policies support residential intensification and a mixture of housing types spread throughout the community. Over the past 15 years, there has been numerous infill developments and conversions that have resulted in the creation of new dwellings, some of which include affordable units. Furthermore, since 2005, many predominantly single detached neighbourhoods have been zoned Low Density Residential (R3) which permits duplexes, semi-detached and multiple attached dwellings.

The OP and the Zoning By-law currently permit the creation of 'second units' in any single detached, semi-detached or townhouse dwelling, or within an accessory structure on the same lot as such dwellings.

It must be recognized that infill, intensification projects and converted dwellings such as basement apartments or apartments in ancillary structures have the greatest potential to be affordably priced, given the lower costs associated with creating these types of units, relative to the costs of new greenfield construction. In this regard, the current approach to supporting residential intensification and second units is effective at facilitating the creation of affordable dwellings.

Rental Housing Community Improvement Plan (CIP)

According to the Canadian Housing and Mortgage Corporation (CMHC) the local vacancy rate as of October 2020 is 4%, which is higher than the Provincial average. As a general rule of thumb a 3% vacancy rate is considered healthy. Affordable housing advocates argue that higher vacancy rates (5-7%) are healthy from an affordability perspective.

Between 2006 and 2014 local vacancy rates were very low, between 1%-2%. In 2014 Council recognized this trend and passed a Rental Housing CIP which provides a Tax Increment Equivalent Grant (TIEG) for projects resulting in 4 or more rental units. To date, almost 300 new rental units have been constructed and taken advantage of the CIP incentives. It is also anticipated that additional rental projects will be brought forward this year.

Proposed Policies

In addition to the current approaches outlined above, the following is also proposed:

The City aims to ensure that a minimum of 30% (affordability target) of all dwelling units throughout the community are affordable through the following:

- a. Supporting a mixture of housing types, including infill development and residential intensification.
- b. Recognizing that converted dwellings, second units and infill units are often those which are most affordably priced.
- c. Supporting the creation of accessory (secondary) dwelling units.
- d. Supporting innovative housing design, such as smaller units and alternative development standards such as reduced parking requirements.
- e. Conducting ongoing monitoring on affordability levels and produce an annual update.
- f. Maintaining a current, comprehensive understanding of Federal, Provincial and other funding opportunities for the creation of affordable housing and assist applicants in accessing such funding.
- g. Maintaining a formal relationship with non-profit stakeholders that provide affordable and supportive housing units.
- h. Providing additional incentives for the provision of affordable housing, through a Community Improvement Plan, which may include the waiving of planning application (rezoning, site plan control) fees.
- i. Implementing restrictions on rental conversions. Rental units cannot be converted to condominium unless:
 - i. Units to be sold are affordable; or
 - ii. The vacancy rate for the entire city, as determined by Canada Mortgage and Housing Corporation (CMHC), is at or above 3% for the preceding three years.

In all cases, tenants of the subject units shall be given the right of first refusal.

It must be noted that the provision of affordable housing is a shared responsibility, between all levels of government and a variety of non-profit agencies.

In most cases, the aforementioned policies are already in place, such as residential intensification and secondary suites or are being implemented, such

as maintaining formal relationships with affordable housing providers and incentives available for the creation of affordable units.

The proposed restrictions on rental conversions (ie. rental to condominium) represents a new approach. While not common locally, converting rental units to a condominium can have the effect of removing rental units from the overall supply and thus driving up rent prices.

The Way Forward

Planning Staff will provide public notice of the proposed Official Plan Amendments through print and online media. Staff will also meet with the Housing and Homeless Committee, other non-profits and stakeholders who provide affordable housing. It is anticipated that an Official Plan Amendment will be brought to Council for adoption in July or August.

FINANCIAL IMPLICATIONS

Accepting this report as information and permitting staff to proceed with public notice and outreach will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Affordable Housing is a Provincial priority. The Provincial Policy Statement 2020 provides the definitions of affordability and requires Municipalities to establish an affordability target.

The City's Corporate Strategic Plan 2021-2024 contains focus areas related to Quality of Life and Community Development. The provision of safe, adequate and affordable housing is a cornerstone in building a strong community. The "Housing First" social service approach, which has been adopted by agencies in Sault Ste. Marie, is based on the idea that a person's overall wellbeing cannot be addressed effectively until they have adequate and affordable housing. The provision of adequate affordable housing is a shared responsibility whereby all levels of government have roles to play. The availability of a wide variety of good housing options is also critical in attracting and retaining young families, skilled workers and new immigrants to Sault Ste. Marie, therefore contributing to Sault Ste. Marie's quality of life and community development.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner, dated May 31, 2021 be received as information and that Council authorize staff to proceed with public outreach and formal public notice upon the intent to repeal Housing Policy 6 and replace with the policies described above.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "P. Tonazzo". The signature is fluid and cursive, with the first name "P." and the last name "Tonazzo" clearly distinguishable.

Peter Tonazzo, RPP
Senior Planner
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, CAO
DEPARTMENT: Chief Administrative Officer
RE: Memorial Wall

Purpose

To seek Council approval for the location and funding of a memorial wall to recognize those community members who have tragically lost their lives resulting from the opioid epidemic.

Background

In December of last year, the Mayor's Office was approached by a group of community members requesting assistance to create a memorial site to recognize and remember family members, friends and loved ones who have tragically lost their lives to drug poisoning resulting from the opioid epidemic. The group noted the field of crosses memorial in Sudbury as an example and noted that the memorial site would be of particular benefit for those victims and their loved ones who lack the means for more traditional forms of remembrance.

Through discussions with the group, the Mayor and City staff, the concept of a memorial wall was developed, which would be visible and accessible throughout the year and could be constructed and maintained by City staff to ensure its condition remains fitting for the purpose intended.

Analysis

The considerations for the location of the Memorial Wall were that it be close to downtown and the waterfront, close to the Hub Trail for ease of accessibility but also allow the opportunity for quiet reflection for those visiting the site. The preferred location is in the landscaped area immediately north of the Civic Centre (see Appendix A).

The wall can be fabricated, installed and maintained by City staff at an estimated cost of \$4,000, which can be funded through the Mayor's Office 2021 operating budget.

Memorial Wall

May 31, 2021

Page 2.

The group will continue to work with City staff to finalize the visual aspects of the wall and the process for those who wish their family members be remembered as part of the memorial.

Financial Implications

The estimated cost to construct the Memorial Wall is \$4,000, which can be funded from the Mayor's Office operating budget.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO, dated 2021 05 31 concerning Memorial Wall be received and that Council approve the fabrication of the wall in the landscaped area north of the Ronald A. Irwin Civic Centre at an estimated cost of \$4,000 to be funded from the Mayor's Office operating budget.

Respectfully submitted,

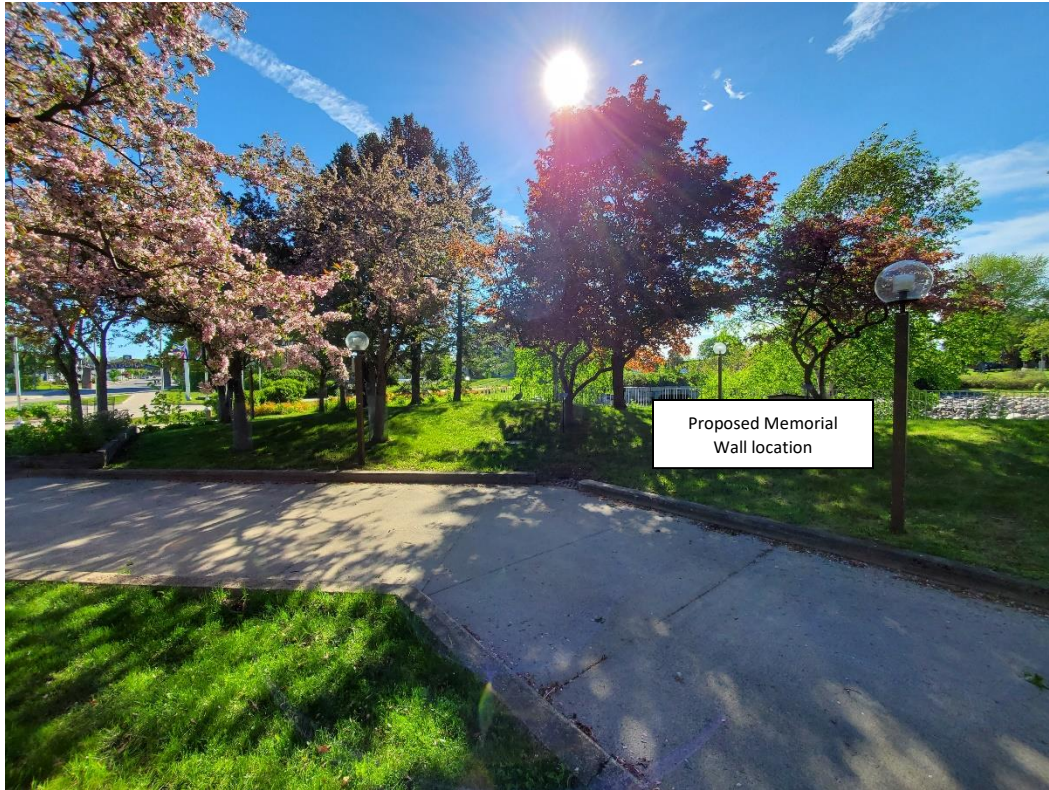
Malcolm White

CAO

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Appendix A





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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Marlow, Manager of Purchasing
Shelley Schell, CFO Finance
Tom Vair, Deputy CAO CDES

DEPARTMENT: Finance Department

RE: Northern Community Centre – Twin Pad Expansion

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for NCC Twin Pad Expansion as required by the Arenas Division of Community Development and Enterprise Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised. Tenders closed on April 6, 2021, Primary Submission at 12:00 noon; Supplemental Submission at 2:00 pm., followed by opening at 3:00 p.m. Present at the opening was City Staff representation by Deputy Clerks and Finance, and CDES viewing via Zoom.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project Integrated Design Engineering Architecture (IDEA), and City staff representation for Community Services and Purchasing. The tender pricing and details are identified on the attached summary in Appendix A.

The Twin Pad Arena project reports of October 26, 2020 and December 7, 2020 are also attached for Council reference (Appendix C and D) which provides details on the facility, design and options related to the project.

FINANCIAL IMPLICATIONS

The low tendered price meeting specifications as recommended by the City's Consultant is by Ellis Don Corporation \$27,900,000, HST being fully rebatable.

Possible project additions and deductions will adjust the base bid value.

Appendix B provides the project budgets based upon the recommended low tender for 2 options. Option 1 includes enabling a future walking track. The tendered price would be \$27,990,000, with a total project budget of \$31,409,650. Option 2 includes a walking track and bowl windows. The tendered price would be \$29,319,000, with a total project budget of \$32,809,500.

Council approved long term debt up to \$28,800,000 on January 11, 2021. The updated total project cost of \$31,409,650 for Option 1: enabling a future walking track will require additional funding in the amount of \$2,610,000. This additional amount could be accommodated from the Canada Community Building Fund (previously Federal Gas Tax) 2021 top up of \$4,473,787 as announced on March 25, 2021 as part of Bill C-25. Approval of Bill C-25 has not yet been received so if this funding is not provided alternatives such as increased long-term debt or re-allocating future capital budget resources would be required.

Debt payments, which will start upon project completion, will be funded from long term debt that is retired in 2021 and 2022. A financing agreement is in place with Ontario Infrastructure and Lands Corporation for the debenture and construction financing for this project.

Construction financing costs are estimated to be approximately \$100,000 and will be funded from the retired debt included in the Asset Management Reserve for 2021.

The tendered amount for either option can be accommodated from within this allocation.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing, Chief Financial Officer and Deputy CAO, Community Development and Enterprise Services dated May 31, 2021 be received and the recommendation that the tender for NCC – Twin Pad Expansion be awarded to Ellis Don Corporation, at their low tendered base price, meeting specifications, of \$27,900,000 plus HST, and that the City's Consultant be authorized to issue the needed Letter of Intent for the Project, be approved.

Further, that City Council approve that the Architecture and Design fees budget be increased by \$338,420 to an upset limit of \$1,648,430.

Further that City Council approve utilizing \$2,610,000 of the announced 2021 increase to the Canada-Community Building Fund for project.

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

Respectfully submitted,



Karen Marlow
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Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
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Tom Vair
Deputy CAO
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SUMMARY OF TENDERS
Northern Community Centre – Twin Pad Expansion

<u>Firm</u>	<u>Weeks To Complete</u>		<u>Total Tendered Price</u> <u>(HST extra)</u>	<u>Remarks</u>
JR Certus Construction Co. Ltd.	87	96	\$30,974,000	Meets Specifications
Matheson Constructors Limited	72	76	\$29,250,000	Meets Specifications
Ellis Don Corporation	77	79	\$27,900,000	Meets Specifications
Corebuild Construction Ltd.	78	82	\$27,685,000	Does not meet specifications Bid Irregularities

<u>Project Additions and Deductions Options</u>	<u>Ellis Don Corporation</u>
Addition - SPO Walk Track	\$ 1,270,000
Addition - SPO Enable Walk Track	\$ 90,000
Addition - SPO Bowl Windows	\$ 149,000
Deduction - Level 2 Fit Out	\$ (300,000)
Deduction - SPO Canopy	\$ (45,000)
Deduction - SPO Brick	\$ (8,500)

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

It is my recommendation that the tendered price, submitted as Ellis Don Corporation, be accepted.

Karen Marlow
Manager of Purchasing

THE CORPORATION OF THE CITY OF SAULT STE MARIE
TWIN PAD EXPANSION-NORTHERN COMMUNITY CENTRE
PROJECT BUDGET

APPENDIX B

	Architech & Engineering Design (IDEA)	Construction/Demo tender (EllisDon Corporation)	Contingency	Other	Total
Option 1: Future Walking Track Enabled					
March 18, 2019 Report					
Approved Architectural & Engineering	\$ 1,100,000				\$ 1,100,000
November 4, 2019 Report					
Approved Architectural & Engineering increase to fees	\$ 210,000				\$ 210,000
May 31, 2021 -Tender Approval Recommendation					
Construction, including demolition & \$200,000 contingency		\$ 27,990,000			\$ 27,990,000
Contingency			\$ 1,199,500		\$ 1,199,500
Ancillary Contingency			\$ 105,531		\$ 105,531
Additional architecture fees	\$ 267,581				\$ 267,581
Environmental Consultant				\$ 37,038	\$ 37,038
Furniture, Fixtures & Equipment (Owner supplied & installed)				\$ 500,000	\$ 500,000
Option 1 Total Project Cost	\$ 1,577,581	\$ 27,990,000	\$ 1,305,031	\$ 537,038	\$ 31,409,650
Option 2: With Walking Track/Bowl Windows	\$ 70,850	\$ 1,329,000			\$ 1,399,850
Option 2 Total Project Cost	\$ 1,648,431	\$ 29,319,000	\$ 1,305,031	\$ 537,038	\$ 32,809,500
Construction Financing Costs June 2021 to Decemeber 2022					\$ 100,000
Funding Sources					
Approved long term debt					\$ 28,800,000
Shortfall-Option 1					\$ 2,609,650
Shortfall-Option 2					\$ 4,009,500



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

COUNCIL REPORT

October 26, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Tom Vair, Deputy CAO, Community Development and
Enterprise Services
DEPARTMENT: Community Development and Enterprise Services
RE: Twin Pad Arena Project Recommendation

PURPOSE

The purpose of this report is to provide Council with a recommendation on a replacement facility for the McMeeken arena and seek approval to advance this significant infrastructure project.

BACKGROUND

On January 22, 2018, LeisurePlan International, Inc. provided a comprehensive review and evaluation of indoor ice utilization at the City's arenas. This report concluded that there is demand for the replacement of the W.J. McMeeken Centre and further recommended that two new ice pads be constructed.

Upon receipt of this report, Council passed the following resolution:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2018 01 22 concerning a third party ice time utilization study be received.

Further that Council request staff complete a report that outlines facility options, the cost associated with these options and financing options (including sources of external funding) to construct a new facility to replace the W.J. McMeeken Centre.

On March 19, 2018, a report was brought to Council and approved to engage LeisurePlan International Inc. and STEM Engineering Group Inc. to undertake work not exceed \$15,000 to assist in properly planning the future development of ice arenas in the community and:

- Evaluate the condition of the McMeeken arena for future potential investment
- Complete a cost/benefit analysis for the Sault College option

- Examine other facility options for the replacement McMeeken facility and associated costs
- Assess the costs of expanding the soccer pitch

On March 18, 2019, Council received a comprehensive report outlining a number of options for the twin pad project and the following resolution was passed:

Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated 2019 03 18 concerning ice capacity expansion be accepted and that Council:

- Approve the establishment of a steering committee responsible for driving the process and reporting back to Council to provide updates on significant matters.
- Proceed in a request for proposal process for “Construction Management Services” and “Architectural and Engineering Services” for a new twin pad arena to be located at 616 Goulais Ave. with a guaranteed maximum price of \$25 million dollars.
- Approve City Staff to apply for Infrastructure Funding when available in support of the project.
- Authorize the Finance department to internally fund in the short term the architectural and engineering design services up to \$1.1M in 2019 to advance the project.
- Authorize staff to investigate options and costs to decommission the W.J. McMeeken and report back to Council.

Subsequent to this resolution, Council authorized a revised RFP approach to a traditional design-bid-build development process and authorized an application to the Investing in Canada Infrastructure Program (ICIP) within the Recreation and Culture stream.

On September 14, 2020 Council received a report indicating that the application to the ICIP program was not nominated by the Provincial government to be further considered and the following resolution was passed:

Resolved that the report dated 2020 09 14 be received as information and Council request staff report back with options and a recommendation on a replacement for the W.J. McMeeken arena no later than October 26, 2020.

In terms of the current state of the project, schematic design, design development and construction documents are now complete. To finalize the design, input was received by community stakeholders including:

- Twin Pad Arena Committee

- SSM Accessibility Advisory Committee
- Soo Greyhounds
- Sault Thunderbirds
- Sault Ringette Association
- Sault Women's Hockey League
- Sault Female Hockey Association (SFHA)
- Lake Superior Figure Skating Club (LSFSC)
- Sault Major Hockey Association (SMHA)
- Soo Pee Wee Hockey League (SPWHL)

Construction documents (50% stage) were submitted to Hanscomb Consultants for a "Class B" estimate in May 2020. Class B estimates are considered to be within 10 to 15% accuracy. The full twin pad project is estimated to cost \$28.2M, which includes the demolition of the McMeeken arena (\$1M). It should be noted that this is an estimate (+/-10-15%) and the true cost won't be determined until a procurement process is complete.

The features of the proposed twin pad design include:

- 85,000 sq. ft.
- 2 NHL Size Ice Pads (85' x 200')
- 10 accessible player change rooms (2 with enhanced accessibility)
- 2 accessible referee change rooms
- 750 spectator seating capacity in ice pad 1
- 300 spectator seating capacity in ice pad 2
- Community meeting rooms and gathering areas
- Elevated barrier free lobby for viewing into rinks
- Standing / seating areas for viewing to both rinks
- Concession (Food and Beverage)
- Public Washrooms including universal washrooms
- Ice Plant (refrigeration equipment / ice resurface room)
- Skate Sharpening / Pro Shop
- Ticket office
- Storage

A value management process was undertaken to bring the project cost down as close to the budget of \$25M. The Twin Pad Arena Committee worked to balance the desire for features with the budget and there were a number of features that were desired that did not make the final design. One prominent feature that the committee hoped to be included but did not make the final design is a walking track. The walking track is estimated to cost \$1M.

The design presented to Council tonight represents the recommended design by the Twin Pad Arena Committee. Images of the facility are contained in Appendix A – Twin Pad Presentation.

ANALYSIS

Staff have been investigating options to advance a replacement facility for the McMeeken arena since learning of the results of the ICIP funding program. A meeting of the Twin Pad Arena Committee was held on October 15, 2020 to present project analysis and finalize a recommendation for Council.

Five options were evaluated as part of the analysis:

1. Proceed with full project
2. Proceed with partial project – defer Ice Pad 2
3. Proceed with a reduced project - single pad only
4. Proceed with partial project – defer Community Rooms (this can be applied to any of Options 1-3 in order to decrease costs)
5. Do not proceed at this time – wait for future funding

Hanscomb Consultants was engaged to provide cost estimates for the different options. In addition, staff worked with the Finance department to establish debt costs for the different options. Interest rates are currently quite low and the City will be able to obtain an interest rate of 2.14% for the project over a 25-year amortization period.

The Finance Department also confirmed there is debt retiring in 2020 from the John Rhodes project (\$489,884) and the GFL Memorial Gardens project (\$581,881). This totals \$1,071,765 in 2021. In addition, there is \$581,881 retiring from the GFL Memorial Gardens in 2022. The total of these two amounts is \$1,653,646, which provides debt servicing capacity for the arena project.

The debt servicing costs for each of the options is as follows:

- Option 1 – Full Twin Pad Project
 - Project Cost: \$28.2M
 - Debt Servicing Cost: \$1,468,265 annually
 - Timing: Tender 6 weeks, 14-16 months construction
- Option 2 – Partial Project – Defer Ice Pad 2
 - Project Cost: \$23.3M
 - Debt Servicing Cost: \$1,213,141 annually (\$255,124 difference from full twin pad project)
 - Timing: Revise drawings 4 weeks; Tender 6 weeks, 14-16 months construction
- Option 3 – Reduced Project - Single Pad only
 - Project Cost: \$20.8M
 - Debt Servicing Cost: \$1,082,975 annually (\$385,290 difference from full twin pad project)

- Timing: Revise drawings 2 months; Tender 6 weeks, 14-16 months construction
- Option 4 – Defer Community Rooms
 - Can be applied to any project as a cost savings of \$300,000
 - Timing: Revise drawings 2 weeks
 - Debt Servicing Cost: \$1,457,852

A spreadsheet with more detailed numbers for each option can be found in Attachment B - Twin Pad CD Cost Summary.

For all options, the debt servicing costs will be below the debt servicing amounts that will soon be retiring from the John Rhodes and GFL Memorial Gardens projects. Therefore, there would be no impact to the levy for any of the options should a project be advanced at this time. There are, however, other municipal projects that may require debt servicing in the future and a separate report from the Chief Financial Officer appears elsewhere on the agenda to provide further information for Council consideration.

Staff do not anticipate an increase to the operations budget for any of the options. In the case of a full twin pad project, the transfer of the McMeeken budget along with an increased revenue stream from having two ice surfaces to rent (which are available for a longer period of time each season) will help offset other operational costs associated with a larger facility. Due to the condition of the McMeeken arena, staff typically do not start up the arena until the weather gets cold and take the ice out earlier in the Spring to avoid operating the facility in higher temperatures. The new facility will permit longer seasons similar to the John Rhodes or GFL Memorial Gardens.

When reviewing and evaluating the options, key considerations for the Twin Pad Arena committee included:

- The cost differential between the options is not substantial given the total project cost and this cost differential was lower than expected. The incremental cost to move from a single pad option to the full twin pad is \$4.9M and relatively small (in relation to total project cost and upside benefit).
- Interest rates are currently very low (2.14%) which presents an opportune time to obtain debt for the project.
- The original goal of the project was to build a twin pad arena. This meets the demand that was clearly documented in the third party ice time utilization report.

- No funding programs have been found to support the project at this time nor indication that a new program is imminent. City staff can and will continue to monitor this situation and pursue any eligible funding opportunities that arise.
- The age and condition of the McMeeken Arena requires action if the City wants to continue to maintain current service levels. All user groups will be affected if the McMeeken has a failure as staff will be required to spread less ice time among user groups.
- Option 5 – the defer option – is not cost-free as a minimum of \$3M is required for the McMeeken Arena in coming years based on a recently completed third party engineering report. Further, if there is a serious failure the costs could be greater.
- Delaying the construction of the second ice surface will likely result in a higher construction should the City decide to expand to a second ice surface in the future. At \$4.9M in estimated cost, the second ice surface can currently be achieved at an obtainable cost.

Given the financial comparison of the options and the key considerations above, the recommendation from the Twin Pad Arena Committee is to proceed with “Option 1 - Full Twin Pad Project” utilizing debt financing to fund the project.

Should Council approve, the timeline for the project is anticipated to be as follows:

- Tender (6 weeks)
 - November 2020 – January 2021
- Construction (14 to 16 months)
 - May 2021 – September 2022
- Demolition of McMeeken
 - May 2022 – August 2022
- Arena opening
 - September 2022

This scenario and timing will still require the McMeeken Arena to operate in the 2020/21 and 2021/22 seasons. This forms part of the motivation and recommendation to advance this project at this time.

It is recognized that the Twin Pad project represents a significant investment on the part of the City of Sault Ste. Marie. Staff and the Twin Pad Committee weighed the different options and concluded that there is a unique opportunity to proceed with the project at this time. The City is in a fortunate position that the debt from two previous arena projects will be paid off in 2022. The debt-servicing

costs for the twin pad project will be below the debt servicing costs for these previous projects and result in no impact to the levy.

From an economic perspective, the twin pad project will also generate construction jobs in the near term and help the community to attract tournaments in the future. Perhaps most importantly, the demand for ice time has been clearly documented and exists even with all current community arenas in operation (and a number of our community arenas are at a significant age).

For all the reasons cited above, the recommendation from the Twin Pad Arena committee is to proceed with this exciting project, at this time, and build a twin pad arena which will serve the community well in the future.

FINANCIAL IMPLICATIONS

As outlined above, the financial implications of the recommended twin pad project are as follows:

- Project Cost - \$28,200,000
- Debt servicing cost - \$1,468,265 annual debt servicing

The project cost excludes construction financing costs.

Schedule of Current Debt Retirement Availability			
	<u>2021</u>	<u>2022</u>	<u>2023</u>
GFL Memorial Gardens	581,881	581,881	
John Rhodes Community Centre	489,884		
Northern Community Centre			71,060
	<u>1,071,765</u>	<u>581,881</u>	<u>71,060</u>
Cumulative		1,653,646	1,724,706

The broader considerations for debt levels for the City are addressed in a separate report from the CFO that appears elsewhere on the agenda.

STRATEGIC PLAN / POLICY IMPACT

The project links directly to the Infrastructure Focus Area of the Corporate Strategic Plan – “New infrastructure is essential to the City’s growth, economic development, citizen safety and quality of life.”

Further the project ties in to the Service Delivery Focus Area – “Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society.”

Finally, the project aligns with the Quality of Life Focus Area – “The City of Sault Ste. Marie is distinctly poised to provide and promote a superior quality of life.”

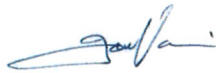
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 10 26 be received and Council approve and authorize staff to proceed with the development of a twin pad arena located at 616 Goulais Avenue.

Further, that staff begin the procurement process to obtain services to construct a twin pad arena and demolish the McMeeken Arena with a total project budget not to exceed \$28,800,000.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development & Enterprise Services

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NCC TWIN PAD EXPANSION



City Council - October 26, 2020

Purpose of this Presentation

- Provide Update
- Project Scope
- Project Design
- Project Costs

Identify "go forward" strategies / options



Process and Participants

Schematic Design +Design Development +
Construction Documents are now **complete**

Shaping the Project

Input received by project Stakeholders

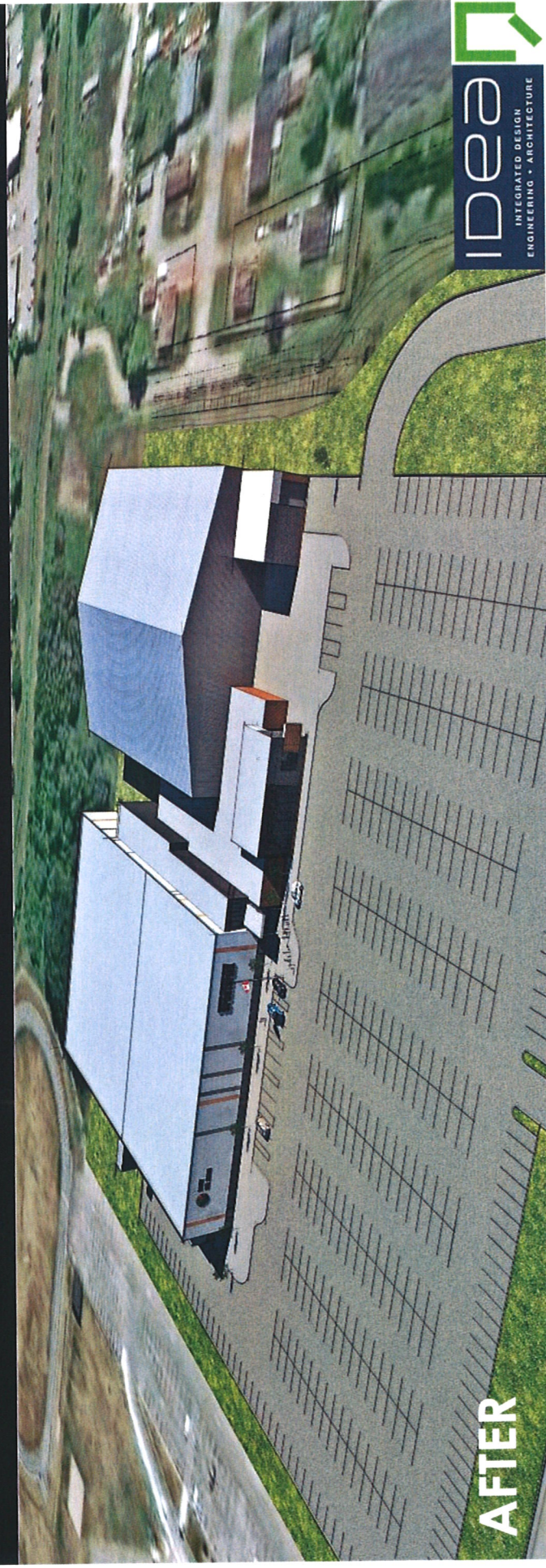
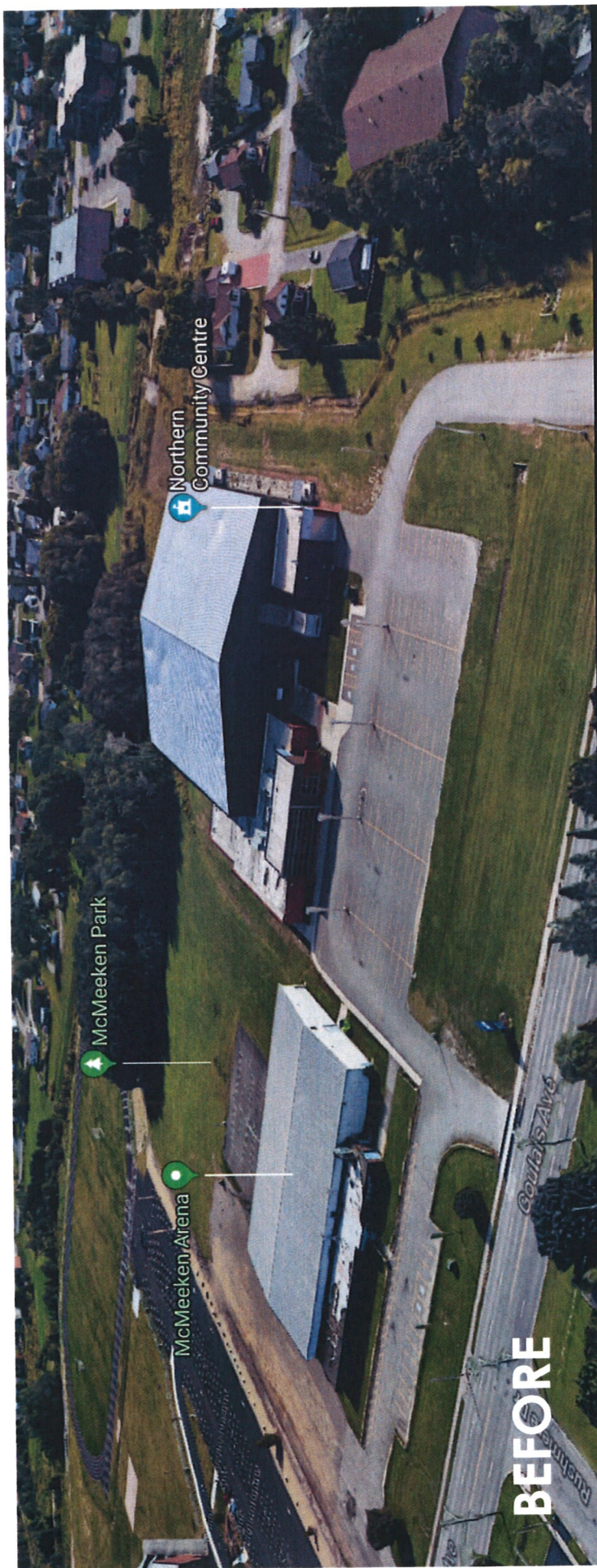
- Project Steering Committee
- SSM Accessibility Advisory Committee
- Soo Greyhounds
- Sault Thunderbirds
- Sault Ringette Association
- Sault Women's Hockey League
- Sault Female Hockey Association (SFHA)
- Lake Superior Figure Skating Club (LSFSC)
- Sault Major Hockey Association (SMHA)
- Soo Pee Wee Hockey League (SPWHL)

Project Scope

Space Program = 85,000 SF

- 2 NHL Size Ice Pads (85' x 200')
- 10 accessible player changerooms (2 with enhanced accessibility)
- 2 accessible referee changerooms
- 750 Spectator seating ice pad 1
- 300 Spectator seating ice pad 2
- Community meeting rooms and gathering areas
- Elevated barrier free lobby for viewing into rinks
- Standing / seating areas for viewing to both rinks
- Concession (Food and Beverage)
- Public Washrooms, Universal Washrooms
- Ice Plant (refrigeration equipment / ice resurface room)
- Skate Sharpening / Pro Shop
- Ticket office
- Storage
- Walking Track – separate price option

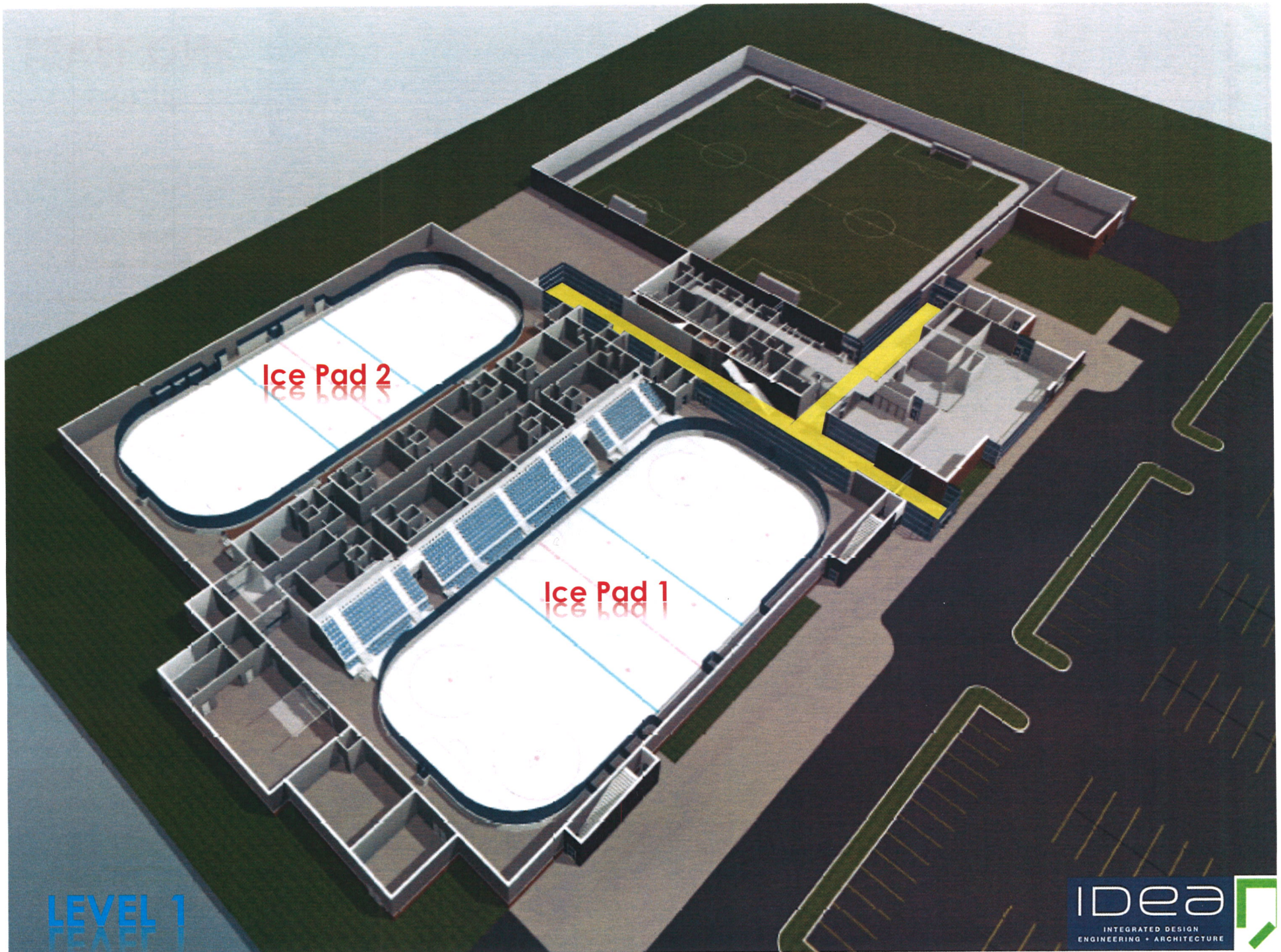




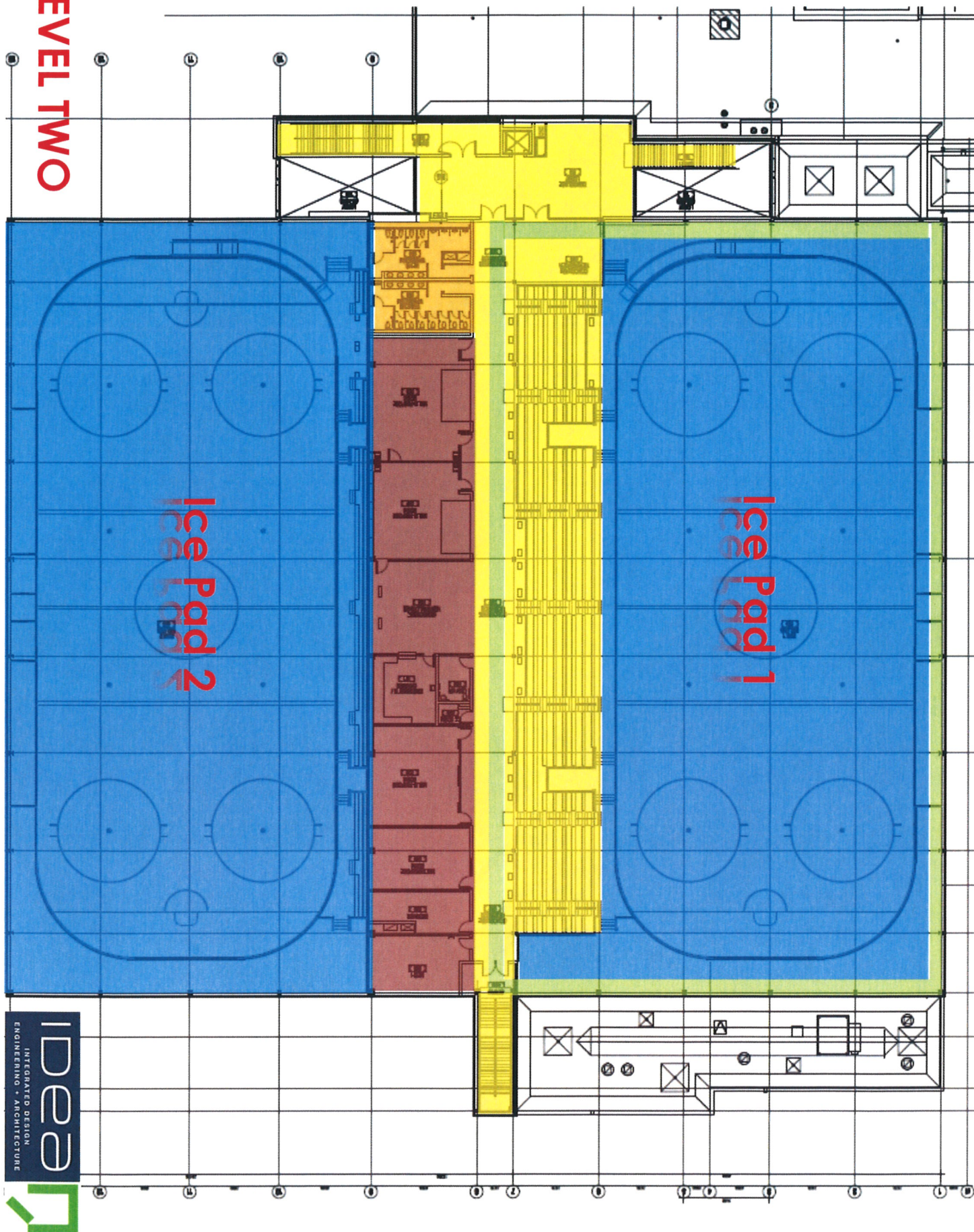
LEVEL ONE

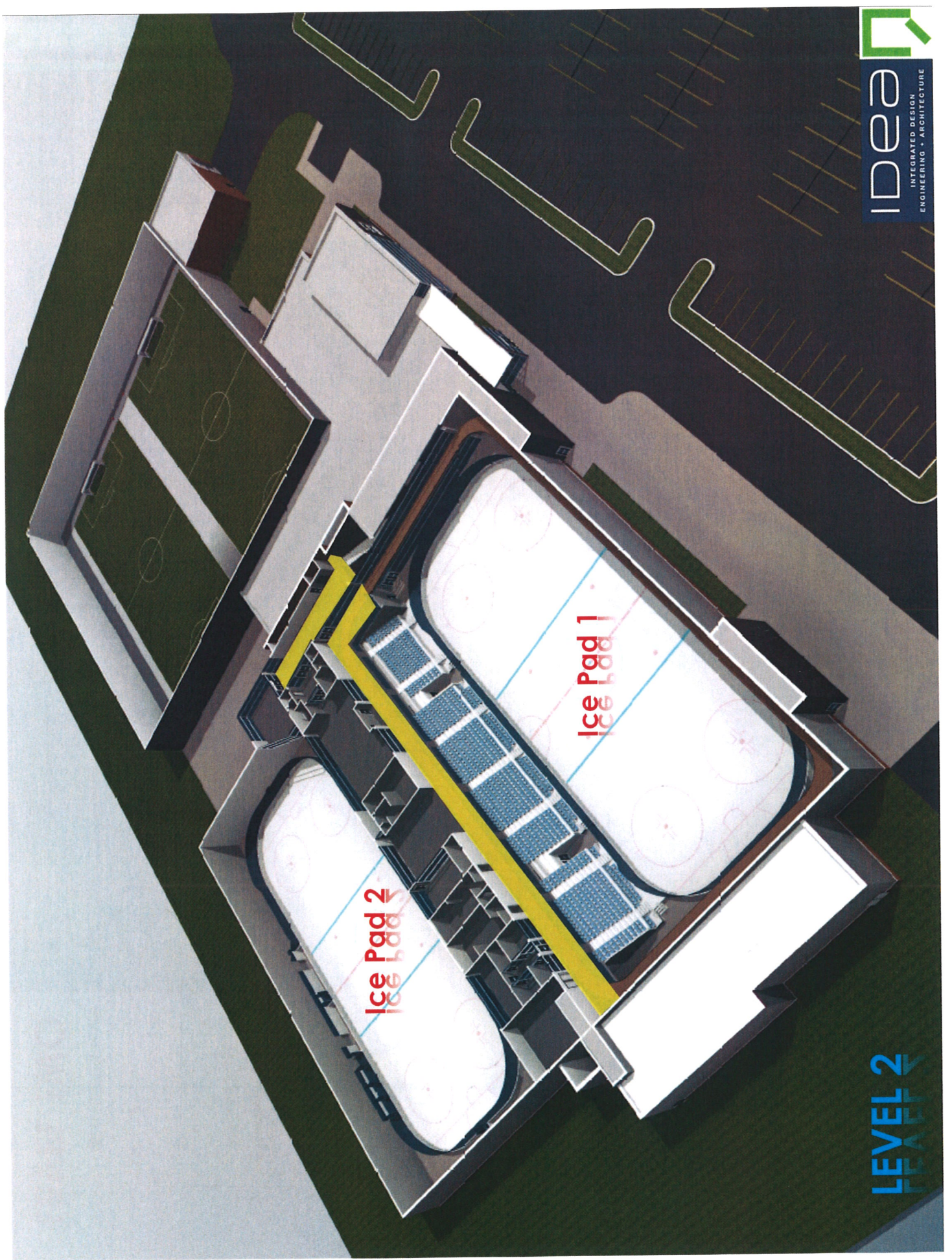
Ice Pad 2

Ice Pad 1

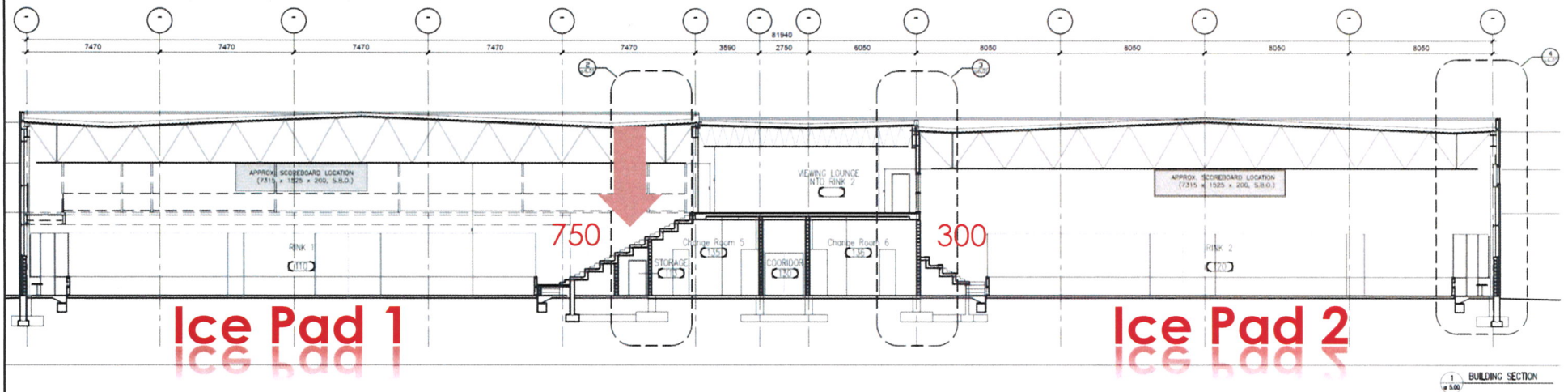


LEVEL TWO





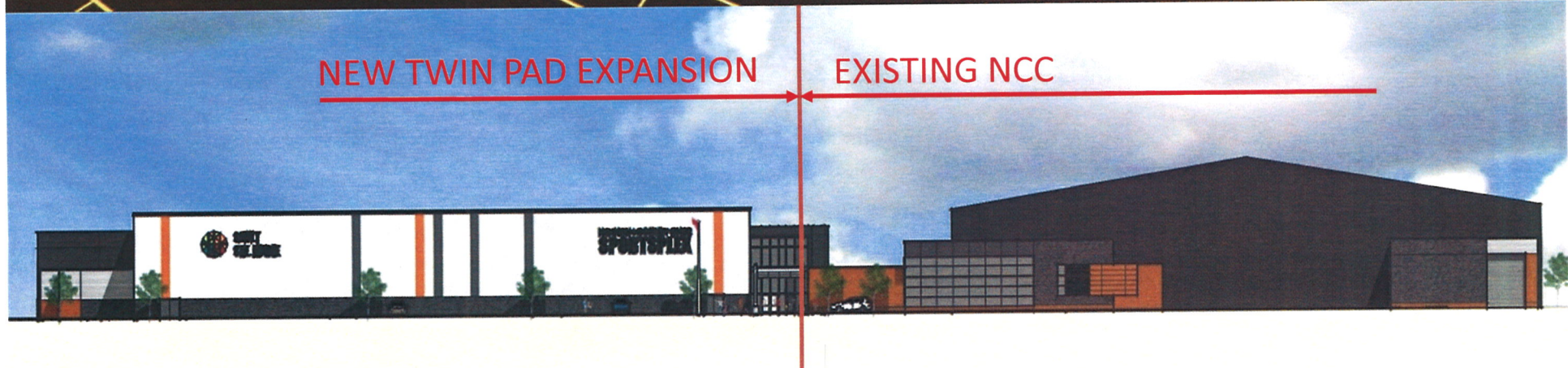
LEVEL 2



Building Section



BIRD'S EYE VIEW LOOKING NORTH EAST









Class B Cost Estimate

50% Construction Documents package submitted to Hanscomb Consultants for a “**Class B**” estimate in May 2020

Class B estimates are considered to be within 10 to 15% accuracy

COST ESTIMATE CLASSIFICATION SYSTEM						
AACE	Class 5	Class 4	Class 3		Class 2	Class 1
DND			Indicative		Substantive	
RAIC	OME	Sketch Design	Design Develop		Contract Documents	Tender Documents
GOC	OME	D	C	← B →		A
Design Documentation % Complete		12.5%	25.0%		95.0%	100.0%
Cost Estimate Accuracy (+/-%)	+/- 30%	+/- 20-30%	+/- 15-20%		+/- 10-15%	+/- 5-10%

Legend

AACE	Association for the Advancement of Cost Engineering
DND	Department of National Defence
GOC	Government of Canada
RAIC	Royal Architectural Institute of Canada
OME	Order of Magnitude Estimate

50% Construction Documents Cost Estimate

Walking Track SPO
\$1 million additional

NCC Twin Pad Expansion

Value Management Options

		Option 1 - Full Project
Construction Costs		
Net Construction Cost		\$20,957,800
	subtotal	\$20,957,800
General Requirements	7%	\$1,467,046
Fee	3%	\$672,745
	subtotal	\$23,097,591
Pricing Contingency	3%	\$692,928
Escalation Allowance	0%	\$0
	subtotal	\$23,790,519
Construction Contingency	5%	\$1,189,526
Building Permit		\$249,800
HST Tax Liability	0.00%	\$0
Construction Cost Subtotal		\$25,230,000

Ancillary Costs		
Architect and Engineering Design Fees	5.33%	\$1,344,759
Other Professional Fees		\$0
Disbursements (Printing, Adv, etc)		\$25,000
FF&E - Supplied by Owner, Installed by Owner		\$500,000
Ancillary Cost Sub-Total		\$1,870,000

Demolition of McMeeken Arena		
DSS for McMeeken Demo		\$4,045
McMeeken Abaitment		\$250,000
McMeeken Demo		\$775,500
Demo Prof. Fee's		\$54,659
Demo Tax Liability		\$0
Demolition Cost Sub-Total		\$1,084,000

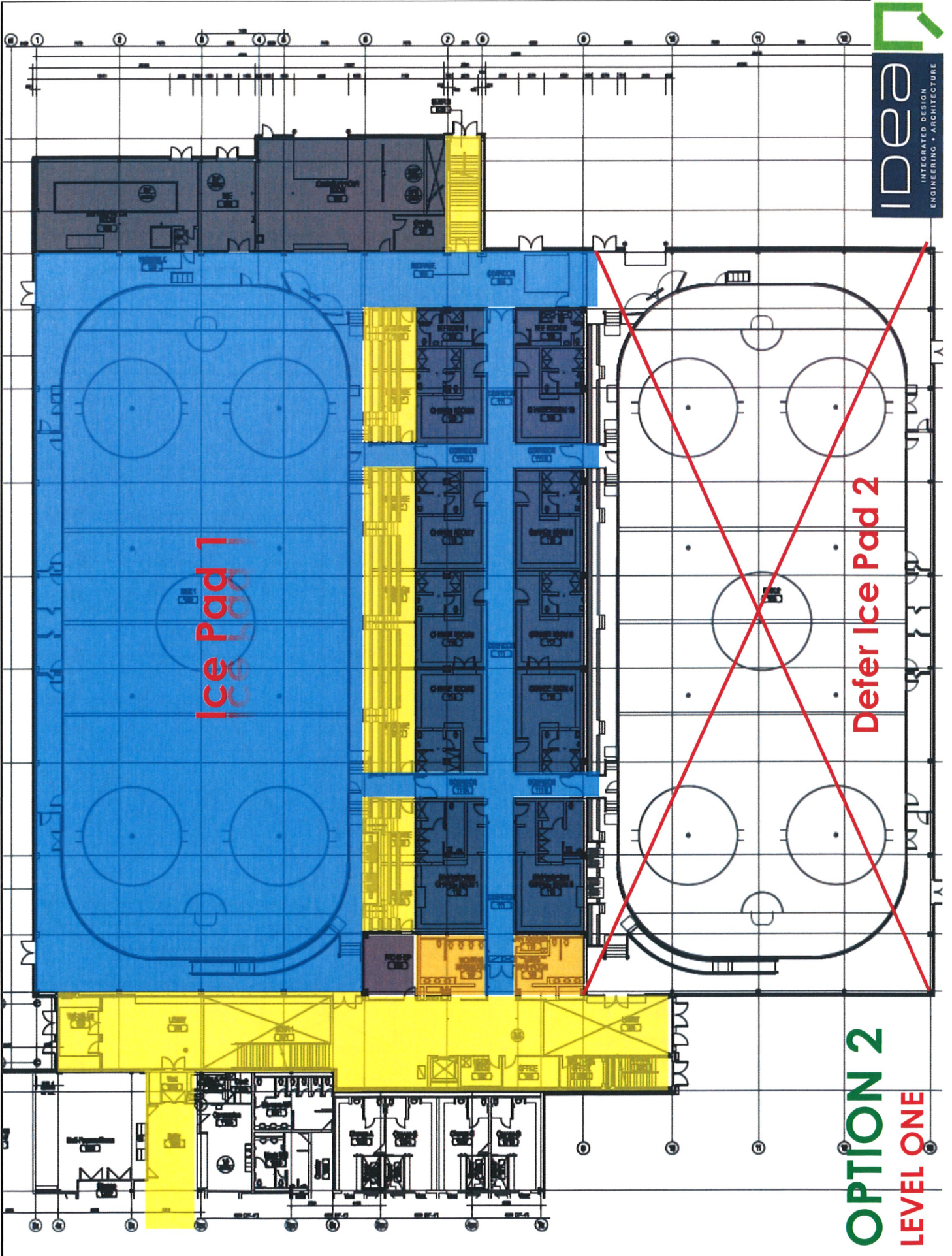
Total Project Cost	\$28,200,000
Projected Savings	

“Go Forward Strategies”

Anticipated ICIP funding application was denied

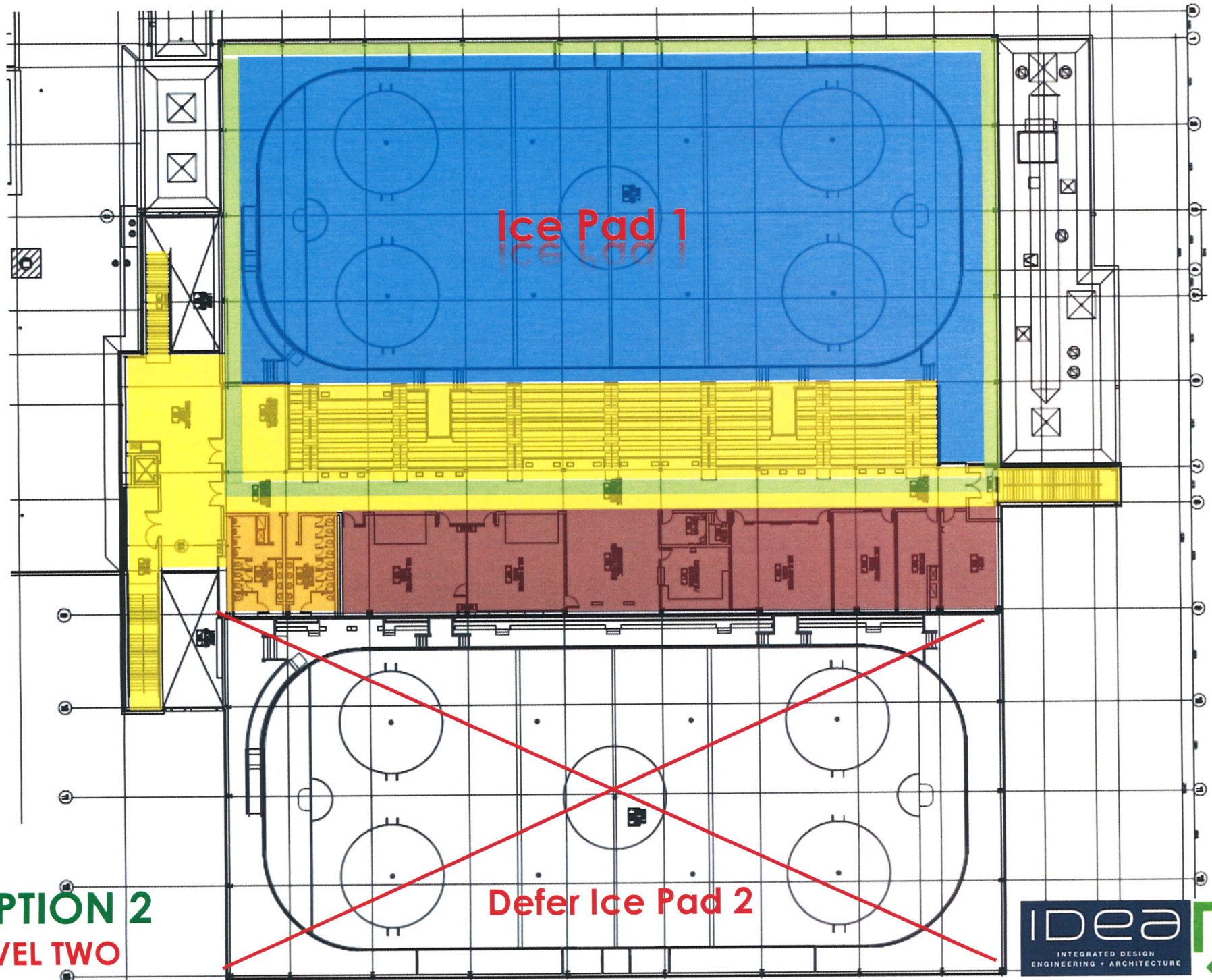
Options available to City at this time:

1. Proceed with full project
2. Proceed with partial project – defer Ice Pad 2
3. Proceed with a reduced project - single pad
4. Proceed with partial project – defer Community Rooms
5. Do not proceed at this time – wait for future funding



OPTION 2
LEVEL ONE

OPTION 2
LEVEL TWO



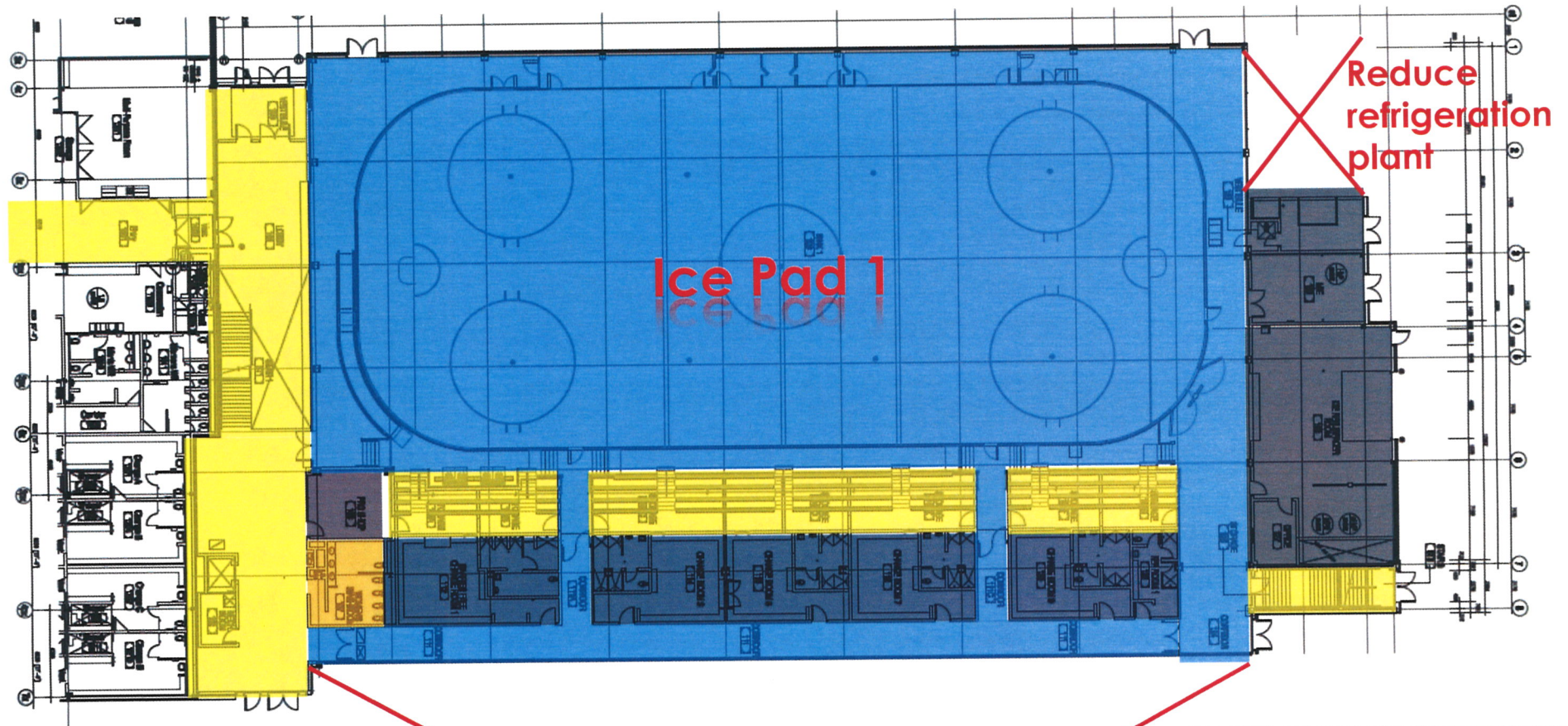
Cost Estimate for Option 2 Defer Ice Pad 2

Walking Track SPO
\$1 million additional

NCC Twin Pad Expansion

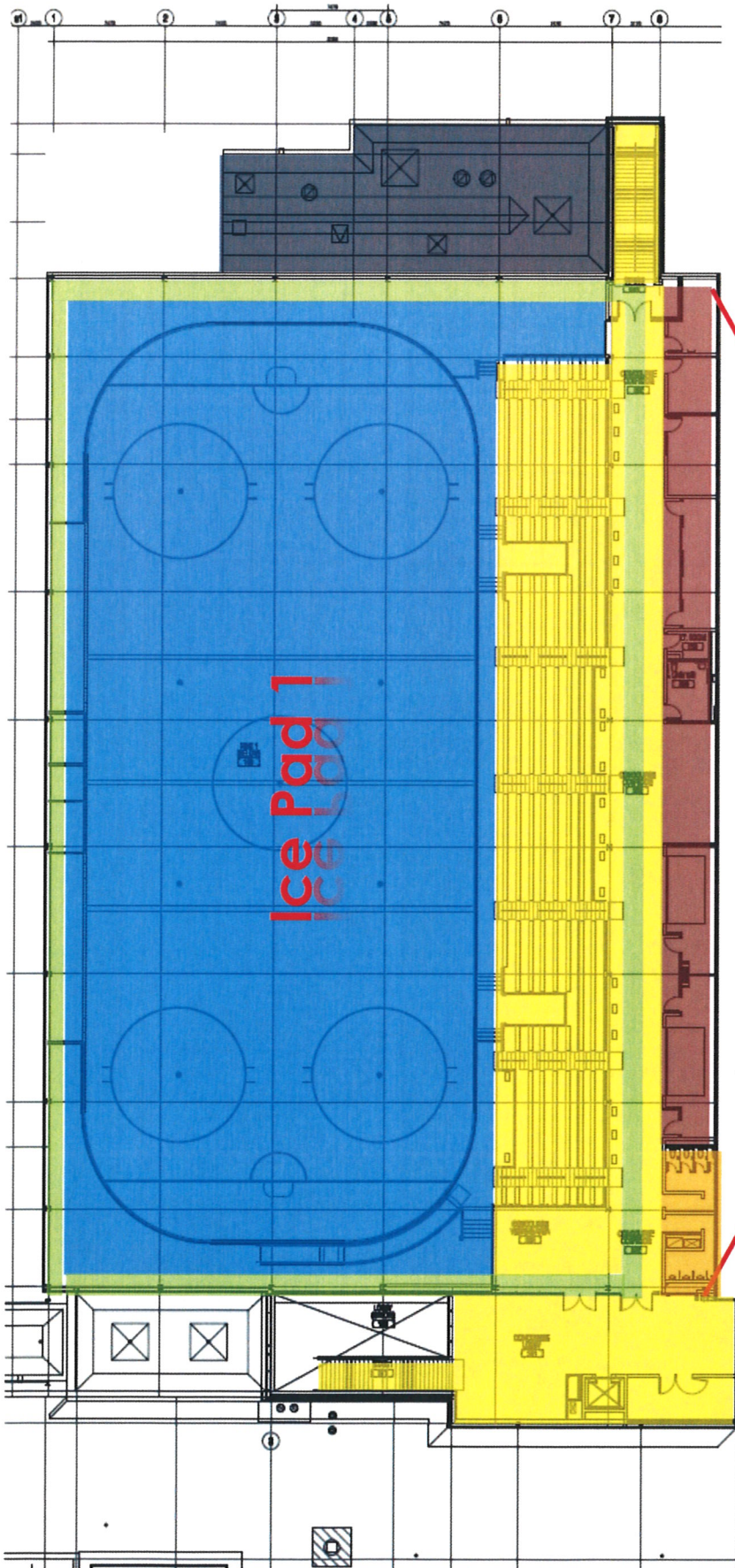
Value Management Options

		Option 2 - Defer 1 Rink
Construction Costs		
Net Construction Cost		\$16,817,300
subtotal		\$16,817,300
General Requirements	7%	\$1,177,211
Fee	3%	\$539,835
subtotal		\$18,534,346
Pricing Contingency	3%	\$556,030
Escalation Allowance	0%	\$0
subtotal		\$19,090,377
Construction Contingency	5%	\$954,519
Building Permit		\$200,449
HST Tax Liability - Rate 1.76%	1.76%	\$0
Construction Cost Subtotal		\$20,245,000
Ancillary Costs		
Architect and Engineering Design Fees	5.33%	\$1,344,759
Other Professional Fees		\$79,710
Disbursements (Printing, Adv, etc)		\$25,000
FF&E - Supplied by Owner, Installed by Owner		\$500,000
Ancillary Cost Sub-Total		\$1,949,000
Demolition of McMeeken Arena		
DSS for McMeeken Demo		\$4,045
McMeeken Abaitment		\$250,000
McMeeken Demo		\$775,500
Demo Prof. Fee's		\$54,659
Demo Tax Liability		\$0
Demolition Cost Sub-Total		\$1,084,000
Total Project Cost		\$23,300,000
Projected Savings		\$4,900,000



Delete Ice Pad 2 and associated changerooms

OPTION 3
LEVEL ONE



**Delete Ice Pad 2 and associated
Community Rooms and refrigeration
plant**

**OPTION 3
LEVEL TWO**

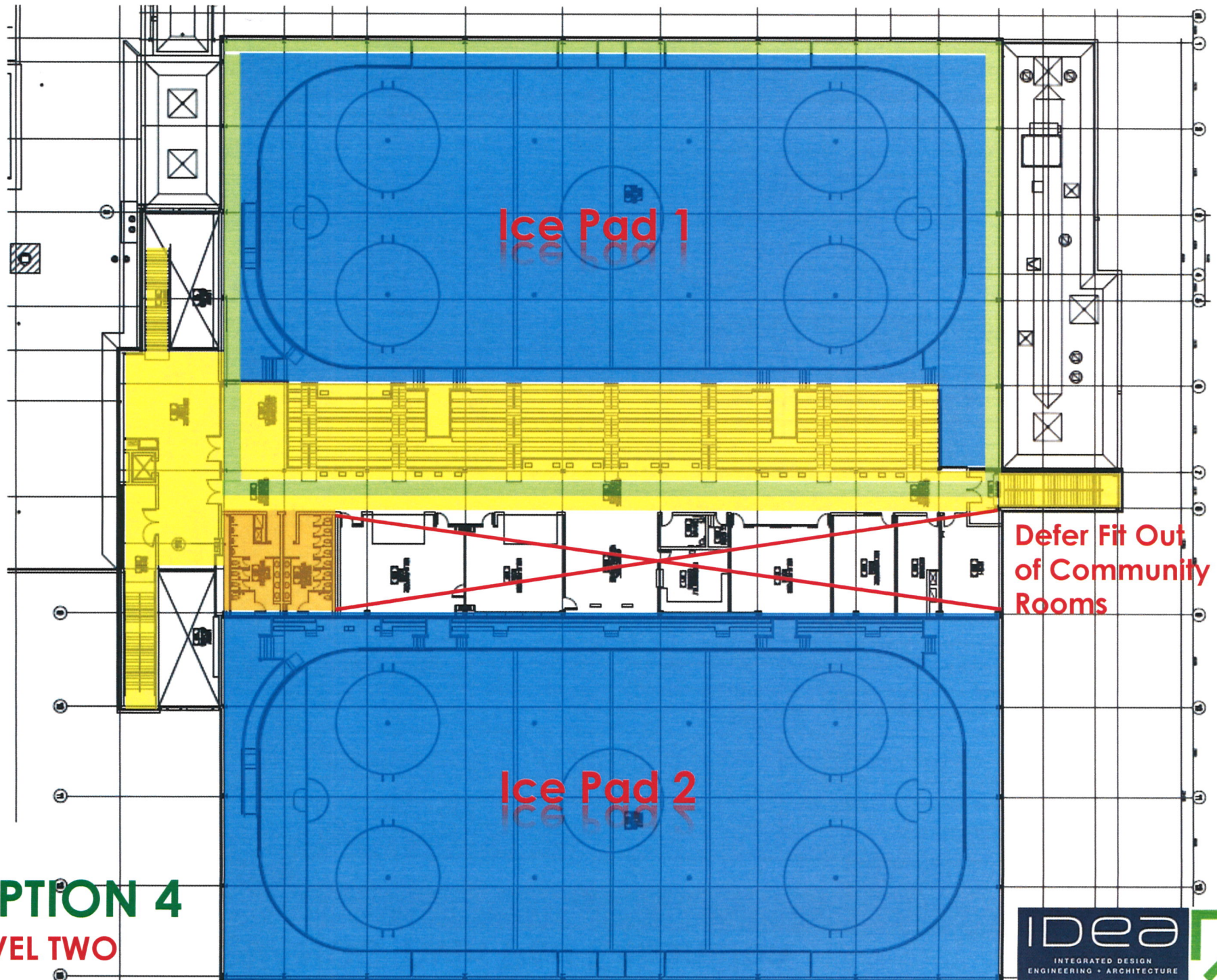
Cost Estimate for Option 3 Delete Ice Pad 2

Walking Track SPO
\$1 million additional

NCC Twin Pad Expansion

Value Management Options

			Option 3 - Delete 1 Rink
Construction Costs			
Net Construction Cost			\$14,666,700
	subtotal		\$14,666,700
General Requirements	7%		\$1,026,669
Fee	3%		\$470,801
	subtotal		\$16,164,170
Pricing Contingency	3%		\$484,925
Escalation Allowance	0%		\$0
	subtotal		\$16,649,095
Construction Contingency	5%		\$832,455
Building Permit			\$174,815
HST Tax Liability - Rate 1.76%	1.76%		\$0
Construction Cost Subtotal			\$17,656,000
Ancillary Costs			
Architect and Engineering Design Fees	5.33%		\$1,344,759
Other Professional Fees			\$201,847
Disbursements (Printing, Adv, etc)			\$25,000
FF&E - Supplied by Owner, Installed by Owner			\$500,000
Ancillary Cost Sub-Total			\$2,072,000
Demolition of McMeeken Arena			
DSS for McMeeken Demo			\$4,045
McMeeken Abaitment			\$250,000
McMeeken Demo			\$775,500
Demo Prof. Fee's			\$54,659
Demo Tax Liability			\$0
Demolition Cost Sub-Total			\$1,084,000
Total Project Cost			\$20,800,000
Projected Savings			\$7,400,000



OPTION 4
LEVEL TWO

Cost Estimate for Option 4 Defer Community Rooms

Walking Track SPO
\$1 million additional

NCC Twin Pad Expansion

Value Management Options

		Option 4 - Defer Level 2 Fit-up
Construction Costs		
Net Construction Cost		\$20,744,700
	subtotal	\$20,744,700
General Requirements	7%	\$1,452,129
Fee	3%	\$665,905
	subtotal	\$22,862,734
Pricing Contingency	3%	\$685,882
Escalation Allowance	0%	\$0
	subtotal	\$23,548,616
Construction Contingency	5%	\$1,177,431
Building Permit		\$247,260
HST Tax Liability - Rate 1.76%	1.76%	\$0
Construction Cost Subtotal		\$24,973,000
Ancillary Costs		
Architect and Engineering Design Fees	5.33%	\$1,344,759
Other Professional Fees		\$4,109
Disbursements (Printing, Adv, etc)		\$25,000
FF&E - Supplied by Owner, Installed by Owner		\$500,000
Ancillary Cost Sub-Total		\$1,874,000
Demolition of McMeeken Arena		
DSS for McMeeken Demo		\$4,045
McMeeken Abaitment		\$250,000
McMeeken Demo		\$775,500
Demo Prof. Fee's		\$54,659
Demo Tax Liability		\$0
Demolition Cost Sub-Total		\$1,084,000
Total Project Cost		\$27,900,000
Projected Savings		\$300,000

Cost Estimates - Options Analysis

NCC Twin Pad Expansion

Value Management Options

		Option 1 - Full Project	Option 2 - Defer 1 Rink	Option 3 - Delete 1 Rink	Option 4 - Defer Level 2 Fit-up
Construction Costs					
Net Construction Cost		\$20,957,800	\$16,817,300	\$14,666,700	\$20,744,700
	subtotal	\$20,957,800	\$16,817,300	\$14,666,700	\$20,744,700
General Requirements	7%	\$1,467,046	\$1,177,211	\$1,026,669	\$1,452,129
Fee	3%	\$672,745	\$539,835	\$470,801	\$665,905
	subtotal	\$23,097,591	\$18,534,346	\$16,164,170	\$22,862,734
Pricing Contingency	3%	\$692,928	\$556,030	\$484,925	\$685,882
Escalation Allowance	0%	\$0	\$0	\$0	\$0
	subtotal	\$23,790,519	\$19,090,377	\$16,649,095	\$23,548,616
Construction Contingency	5%	\$1,189,526	\$954,519	\$832,455	\$1,177,431
Building Permit		\$249,800	\$200,449	\$174,815	\$247,260
HST Tax Liability	0.00%	\$0	\$0	\$0	\$0
Construction Cost Subtotal		\$25,230,000	\$20,245,000	\$17,656,000	\$24,973,000
Ancillary Costs					
Architect and Engineering Design Fees	5.33%	\$1,344,759	\$1,344,759	\$1,344,759	\$1,344,759
Other Professional Fees		\$0	\$79,710	\$201,847	\$4,109
Disbursements (Printing, Adv. etc)		\$25,000	\$25,000	\$25,000	\$25,000
FF&E - Supplied by Owner, Installed by Owner		\$500,000	\$500,000	\$500,000	\$500,000
Ancillary Cost Sub-Total		\$1,870,000	\$1,949,000	\$2,072,000	\$1,874,000
Demolition of McMeeken Arena					
DSS for McMeeken Demo		\$4,045	\$4,045	\$4,045	\$4,045
McMeeken Abaitment		\$250,000	\$250,000	\$250,000	\$250,000
McMeeken Demo		\$775,500	\$775,500	\$775,500	\$775,500
Demo Prof. Fee's		\$54,659	\$54,659	\$54,659	\$54,659
Demo Tax Liability		\$0	\$0	\$0	\$0
Demolition Cost Sub-Total		\$1,084,000	\$1,084,000	\$1,084,000	\$1,084,000
Total Project Cost		\$28,200,000	\$23,300,000	\$20,800,000	\$27,900,000
Projected Savings			\$4,900,000	\$7,400,000	\$300,000

Timelines

With City Council approval the project would:

- **Option 1** – Tender (6 weeks), Construction (14 to 16 months)
- **Option 2** – Revise drawings (4 weeks), Tender (6 weeks), Construction (12 to 14 months)
- **Option 3** – Revise drawings (2 months), Tender (6 weeks), Construction (12 to 14 months)
- **Option 4** – Revise drawings (2 weeks), Tender (8 weeks), Construction (14 to 16 months)



Debt Summary

- Interest rate available to City 2.14%
- Amortization period 25 years
- Debt retiring from GFL Memorial Gardens (2022) and John Rhodes (2020) frees \$1.6M in debt servicing in 2022



Options Analysis

- Option 1 – Twin Pad - \$28.2M - \$1.46M annual debt servicing
- Option 2 – Single Pad and defer - \$23.3M - \$1.21M annual debt servicing (\$255,124 difference from twin pad)
- Option 3 – Single Pad only - \$20.8M - \$1.07M annual debt servicing
- Option 4 – Can be applied to any project as a cost savings of \$300,000



Options Analysis (cont'd)

- For all options:
 - No impact to the levy – considerations for future project needs to be factored and the CFO will outline to Council
 - No increase anticipated to operations budget due to transfer of McMeeken budget and increased costs offset by increased revenue



Options Analysis (cont'd)

- Cost differential between options is not substantial given total project cost
- Interest rates are currently very low
- Demand was clearly documented in third party ice time utilization report



Options Analysis (cont'd)

- No funding programs have been found to support at this time – however, this will be monitored
- Condition of McMeeken Arena requires action if we want to continue to provide reasonable service levels – the do nothing option is not cost-free as a minimum of \$3M is required in coming years
- If we delay the second pad, the cost to build at a future date will be higher



Recommendation

- Given the analysis, the recommendation from the Twin Pad Arena Committee is to proceed with Option 1 - Full Twin Pad Project utilizing debt financing to fund project.



Timeline

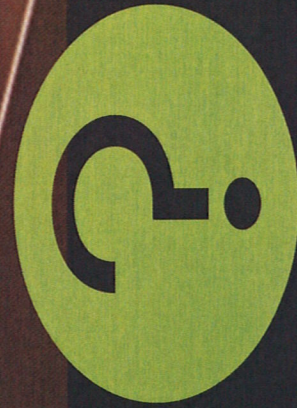
- Tender (6 weeks)
 - November 2020 – January 2021
- Construction (14 to 16 months)
 - May 2021 – September 2022
- Demolition
 - May 2022 – August 2022

*McMeeken Arena will be required to operate in the 2020/21 and 2021/22 seasons.



Summary

- Recognized that the Twin Pad project is a significant investment on the part of the City of Sault Ste. Marie
- Staff and the Twin Pad Committee weighed the different options and concluded that there is a unique opportunity to proceed at this time:
 - Debt-servicing costs for the twin pad project will be below the retiring debt servicing costs and result in no impact to the levy
 - Interest rates at 2.14%
- Project will also generate construction jobs in the near term and help the community to attract tournaments in the future
- The demand for ice time has been clearly documented and exists with all current community arenas in operation
- This is an exciting project what will serve the community well in the future



Questions



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

COUNCIL REPORT

December 7, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Twin Pad Arena Supplemental Information

PURPOSE

The purpose of the report is to provide supplemental information on the twin pad arena project to address questions from the October 26th, 2020 Council meeting and assist with 2020 budget deliberations.

BACKGROUND

At the October 26th, 2020 City Council meeting staff presented a report and recommendation to advance a twin pad arena project located at the Northern Community Centre. Additional information was requested at the meeting including:

1. Cost of twin pad estimated in 2009

While a twin pad arena was envisioned for the Northern Community Centre, the project costed at the time was for a single pad. In 2009, the cost estimated for the single pad was \$9.5M in construction costs. Additional fees for architectural design and demolition of the McMeeken arena would be in addition to the \$9.5M.

2. Estimated Cost of McMeeken in Coming Years

A report completed by STEM Engineering in May 2018 concludes, "The facility is in need of significant capital renewal investment in excess of \$3M to bring it to a reasonable operating level."

Staff has further assessed the information in the report and believes a minimum of \$2.3M is required in the next five years. The table below provides additional detail on the repairs anticipated for the McMeeken arena in the coming years. Note, the timing of a major failure could happen sooner than estimated. Given the age of the facility, Council

would have to determine if additional investment in the arena to make a repair would make sense. At this point, the facility would either be closed permanently or, for a major failure, closed for a significant period of time while repairs are undertaken.

McMeeken Renovations required to extend service life to 2025	Forecast Failure	Forecast Failure	Forecast Failure	Forecast Failure	Forecast Failure	
Item	2021	2022	2023	2024	2025	Total
Under rink floor refrigerant piping, and header piping renewal	\$ 50,000	\$1,000,000				\$1,000,000
Replacement of arena dehumidification- 120,000K current unit has failed completely.		\$ 120,000				\$ 120,000
PVC Sarnafil Membrane roof over lower front portion of venue.- 120,000K	\$ 20,000	\$ 170,000				\$ 190,000
Refrigeration plant component replacement- 200,000K		\$ 200,000				\$ 200,000
Yearly structural report- 5K	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000
Exterior metal roof- 700,000K				\$ 700,000		\$ 700,000
Exterior wall brick replacement- 50K		\$ 50,000				\$ 50,000
Parking lot repairs, and increased costs for snow removal- 50,000K	\$ 2,000	\$ 50,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 58,000
Metal exterior wall siding repairs- 50K			\$ 50,000			\$ 50,000
Total	\$ 77,000	\$1,595,000	\$ 57,000	\$ 707,000	\$ 7,000	\$2,393,000
Items in red are in need of replacement and likely to fail						
Items in yellow have gone beyond service life, and should be budgeted for in the next 5yrs.						

3. Cost of Single Pad Better Defined

Staff had discussions with IDEA and, upon further consideration, it is not recommended to undertake further expense in developing drawings for a single pad option. To get further certainty on the costing for the single pad option would require significant investment and the accuracy of the cost estimate would only improve by a factor of 5%.

Upon further analysis, if Council did want to proceed with a single pad arena only, IDEA provided an additional, lower-cost option which would have reduced amenities:

- Option 1 – Single Pad as Previously Presented to Council – estimated cost is \$20M (+/- 20%). This option maintains the proposed ice pad configuration and utilizes existing construction drawings.
- Option 2 – (New) Lean Single Pad - estimated cost is \$16M (+/- 20%). This would include seating for 400 and a rotated design so that a single bank of change rooms would be located adjacent to the NCC. The facility would also be reconfigured to have less lobby space. This option would require significant re-work of the design drawings and is estimated architecture fees are over \$500,000.

4. Operational & FFE Impact of Twin Pad versus Single Pad Arena

The Furniture, Fixtures and Equipment budget would be reduced by approximately \$100,000-\$150,000 if a single pad option were pursued.

There is not any anticipated operational cost saving between the single pad and the twin pad. This is due to the fact that the increased revenue from the twin pad facility (longer season, additional ice surface) will offset the increased cost of operations. The single pad option would simply transfer existing operating budget from the McMeeken to the new facility.

5. Covid-19 Resilience Funding

The City has received the details of the Covid-19 Resilience Funding and the twin pad project is not an eligible project. The maximum budget for this funding program is \$10M and the timeline of the project must see completion by December 2021. This program is geared to repairs and retrofits of current municipal facilities.

No details have been announced on any other funding programs that would support the twin pad.

6. Tourism Impact of Twin Pad

A priority for our Tourism department is to have additional ice surfaces as hosting larger events displaces our regular local user groups. The community has been limited in the number of tournaments and events it can host because consuming multiple days of ice time displaces the agreements with existing user groups. Tourism staff have been working under a basic understanding of two events per year. This reduces the community's ability to host multiple events within a calendar year.

City wide bid opportunities that would maximize additional ice surfaces:

- Ringette National Championships (TSSM could not submit bid as ice could not be secured)
- Soo Pee Wee Hockey Tournaments (have no room to grow their attendance)
- Curling opportunities (event set up requires 10 day displacement)
- Canadian Aboriginal Hockey Championships
- Skate Canada Figure Skating Nationals
- Independent tournaments (e.g., Docs on Ice) that we have an opportunity to host more of with additional ice time

Finally, further to the discussion at the October 26th meeting, letters of support for the twin pad project were received from ice user groups and are included as Attachment A – Twin Pad Arena Letters of Support for Council's information.

ANALYSIS

As reported to Council on October, 26th 2020, staff's recommendation is to proceed with a twin pad facility using debt to fund the project.

Based on the discussion at the October 26th meeting, it seemed the consensus from the comments was that the options to defer an ice pad or defer completion of an area of the new arena was not attractive. This leaves three options:

1. Proceed with full twin pad project - \$28.2M
2. Proceed with single pad arena
 - a. Design presented on Oct. 26th - \$20.8M
 - b. Lean single pad - \$16M
3. Do not proceed at this time – wait for future funding

Hanscomb Consultants was engaged to provide cost estimates for the different options. In addition, staff worked with the Finance department to establish debt costs for the different options. Interest rates are currently quite low and the City will be able to obtain an interest rate of 2.14% for the project over a 25-year amortization period.

The Finance Department also confirmed there is debt retiring in 2020 from the John Rhodes project (\$489,884) and the GFL Memorial Gardens project (\$581,881). This totals \$1,071,765 in 2021. In addition, there is \$581,881 retiring from the GFL Memorial Gardens in 2022. The total of these two amounts is \$1,653,646, which provides debt servicing capacity for the arena project.

The debt servicing costs for each of the options is as follows:

- 1) Option 1 – Full Twin Pad Project
 - Project Cost: \$28.2M
 - Debt Servicing Cost: \$1,468,265 annually
 - Timing: Tender 6 weeks, 14-16 months construction
- 2) Option 2 – Single Pad Arena
 - a) As presented October 26th
 - Project Cost: \$20.8M
 - Debt Servicing Cost: \$1.078M annually (\$390,000 difference from full twin pad project)
 - Timing: Revise drawings 2 months; Tender 6 weeks; 14-16 months construction
 - b) Lean single pad
 - Project cost: \$16M plus additional design fees of approximately \$400,000
 - Debt Servicing Cost: \$833,058 (\$636,207 difference from full twin pad project)
 - Timing: Revise drawings 4-5 months; Tender 6 weeks; 14-16 months construction
- 3) Option 3 – Do Not Proceed
 - a) As indicated above, this option is not a “no cost” option” given pending investments required at the McMeeken Arena.

When reviewing and evaluating the options, key considerations for the Twin Pad Arena committee included:

1. The original goal of the project was to build a twin pad arena. This meets the demand that was clearly documented in the third party ice time utilization report.
2. Interest rates are currently very low (2.14%) which presents an opportune time to obtain debt for the project.
3. No funding programs have been found to support the project at this time nor indication that a new program is imminent. City staff can and will continue to monitor this situation and pursue any eligible funding opportunities that arise.
4. The age and condition of the McMeeken Arena requires action if the City wants to continue to maintain current service levels. All user groups will be affected if the McMeeken has a failure as staff will be required to spread less ice time among user groups. As indicated above, the defer option is not cost-free as a minimum of \$3M is required for the McMeeken Arena in coming

years based on a recently completed third party engineering report. Further, if there is a serious failure the costs could be greater

5. Delaying the construction of the second ice surface will likely result in a higher construction should the City decide to expand to a second ice surface in the future.

Given the financial comparison of the options and the key considerations above, the recommendation from the Twin Pad Arena Committee is to proceed with “Option 1 - Full Twin Pad Project” utilizing debt financing to fund the project.

Should Council approve, the timeline for the project is anticipated to be as follows:

- Tender (6 weeks)
 - December 2020 – February 2021
- Construction (14 to 16 months)
 - May 2021 – September 2022
- Demolition of McMeeken
 - May 2022 – August 2022
- Arena opening
 - September 2022

This scenario and timing will still require the McMeeken Arena to operate in the 2020/21 and 2021/22 seasons. This forms part of the motivation and recommendation to advance this project at this time.

It is recognized that the Twin Pad project represents a significant investment on the part of the City of Sault Ste. Marie. Staff and the Twin Pad Committee weighed the different options and concluded that there is a unique opportunity to proceed with the project at this time. The City is in a fortunate position that the debt from two previous arena projects will be paid off in 2022. The debt-servicing costs for the twin pad project will be below the debt servicing costs for these previous projects and result in no impact to the levy.

From an economic perspective, the twin pad project will also generate construction jobs in the near term and help the community to attract tournaments in the future. Perhaps most importantly, the demand for ice time has been clearly documented and exists even with all current community arenas in operation (and a number of our community arenas are at a significant age).

For all the reasons cited above, the recommendation from the Twin Pad Arena committee is to proceed with this exciting project, at this time, and build a twin pad arena which will serve the community well in the future.

FINANCIAL IMPLICATIONS

As presented to Council, the financial implications of the recommended twin pad project are as follows:

- Project Cost - \$28,200,000 (excluding construction-financing costs).
- Debt servicing cost - \$1,468,265 annual debt servicing

Internal debt of up to \$1.31 million was approved for the short-term funding requirement for the project architectural and engineering fees. If the project is approved during the 2021 budget deliberations, these costs will roll into the long-term debt of the project.

If the project is not approved, the internal debt of \$1.31 million is to be funded from the retired debt servicing included in the levy, \$1.072 million in 2021 and the balance from 2022 per Council direction (March 18, 2019).

As indicated in the Preliminary Budget package, the City has a very low debt burden with total outstanding debt per capita of \$143 versus the 2019 BMA Survey average of \$758.

External debt capacity allows for an additional \$40-80 million incremental debt over and above the estimated \$30 million available with debt servicing costs already included in the levy

The City has the ability to fund the Twin Pad project – a key consideration for Council moving forward should be to add a smaller amount to the levy each year in coming years to allow the City to build up capacity to address future debt servicing requirements and enable anticipated capital projects.

Potential future debt requirements in the next 5 years requiring levy additions include:

- New Fire Hall (per Fire Master Plan) - \$6 million
- Major renovation projects at John Rhodes Community Centre and GFL Memorial Gardens - \$12.5 million

Potential future debt requirements with dedicated funding sources that provide for debt servicing and should not require levy additions in the next 5 years include:

- Sanitary Capital – West End Plant & Bio-solids project (approved project currently underway) - \$18 million
- Downtown Plaza \$1.2 - \$3.7 million (depending on grant approval)
- Landfill Site Improvements/Expansion \$12 million

Additional levy requirements for debt servicing may range from \$650,000 to \$1,100,000 annually during the next 5 years. Actual amounts will depend upon

final project costs and other sources of revenue that may be utilized to offset the costs.

STRATEGIC PLAN / POLICY IMPACT

The project links directly to the Infrastructure Focus Area of the Corporate Strategic Plan – “New infrastructure is essential to the City’s growth, economic development, citizen safety and quality of life.”

Further the project ties in to the Service Delivery Focus Area – “Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society.”

Finally, the project aligns with the Quality of Life Focus Area – “The City of Sault Ste. Marie is distinctly poised to provide and promote a superior quality of life.”

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services received Dec. 7th, 2020 be received as information.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development and Enterprise Services

705-759-5264

t.vair@cityssm.on.ca



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Revised Financing-NCC Twin Pad Expansion

Purpose

The purpose of this report is to provide Council with information regarding the revised financing plan for the NCC-Twin Pad Expansion incorporating the announced Provincial grant for the project.

Background

The approval of the tender for the NCC-Twin Pad Expansion is found elsewhere on the agenda. The original financing for the project was based upon full City funding the project. Tonight's announcement by the Province to fund 73.3% of a \$25 million project will dramatically change the City's long term debt requirement, as well as provide the opportunity for Council to consider the second option of adding a walking track and bowl windows.

Analysis

The announced funding from the Province provides \$18,332,647 for the NCC Twin Pad Expansion project. Council had previously approved long term debt of \$28,800,000 for the project with Ontario Infrastructure and Land Corporation. With the Provincial funding the City's share of the project costs will be reduced along with the amount of long term debt.

- Option 1: Future Walking Track Enabled City share \$13,077,000
- Option 2: With Walking Track/Bowl Windows City Share \$14,476,855

Appendix A is attached with further detail.

Additional savings will be realized on the total financing costs. Based upon the current borrowing rate for a 25 year term of 3.06%, Option 1 would realize interest savings over the term of around \$7 million and Option 2 around \$6.4 million. As well the annual repayment would be significantly less allowing the opportunity to reduce the term to 15 years resulting in further savings of approximately \$3 million.

The savings noted are based upon today's interest rates. The rate for the long term debt will be set upon construction completion and will change the estimated interest savings.

Financial Implications

Financial implications for the revised financing are detailed in the analysis section. The interest savings from the original financing plan will depend upon the project option and term of loan.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated May 31, 2021 regarding the revised financing plan for the NCC Twin Pad Expansion be received as information.

Respectfully submitted,



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

THE CORPORATION OF THE CITY OF SAULT STE MARIE
TWIN PAD EXPANSION-NORTHERN COMMUNITY CENTRE
PROJECT BUDGET

APPENDIX A

	Architech & Engineering Design (IDEA)	Construction/Demo tender (EllisDon Corporation)	Contingency	Other	Total	Grant	Long Term Debt
Option 1: Future Walking Track Enabled							
March 18, 2019 Report							
Approved Architectural & Engineering	\$ 1,100,000				\$ 1,100,000		
November 4, 2019 Report							
Approved Architectural & Engineering increase to fees	\$ 210,000				\$ 210,000		
May 31, 2021 -Tender Approval Recommendation							
Construction, including demolition & \$200,000 contingency		\$ 27,990,000			\$ 27,990,000		
Contingency			\$ 1,199,500		\$ 1,199,500		
Ancillary Contingency			\$ 105,531		\$ 105,531		
Additional architecture fees	\$ 267,581				\$ 267,581		
Environmental Consultant				\$ 37,038	\$ 37,038		
Furniture, Fixtures & Equipment (Owner supplied & installed)				\$ 500,000	\$ 500,000		
Option 1 Total Project Cost	\$ 1,577,581	\$ 27,990,000	\$ 1,305,031	\$ 537,038	\$ 31,409,650	\$ 18,332,647	\$ 13,077,003
Option 2: With Walking Track/Bowl Windows	\$ 70,850	\$ 1,329,000			\$ 1,399,850		
Option 2 Total Project Cost	\$ 1,648,431	\$ 29,319,000	\$ 1,305,031	\$ 537,038	\$ 32,809,500	\$ 18,332,647	\$ 14,476,853

Construction Financing Costs June 2021 to Decemeber 2022

\$ 100,000

Funding Sources

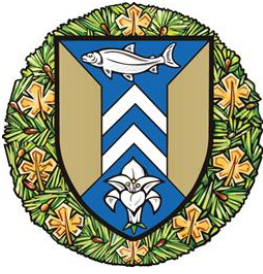
ICIP Culture Funding (based on \$25 million construction, City share \$6,667,353)

\$ 18,332,647

Approved long term debt

\$ 28,800,000

\$ 47,132,647



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-10-21-Z.OP 1306 Peoples Road (Ontario Aboriginal Housing)

PURPOSE

The applicant, Ontario Aboriginal Housing Support Services Corporation, is requesting approval to amend the Official Plan and rezone the subject property to facilitate the construction of 53 multiple attached (townhouse) dwelling units upon the subject property.

PROPOSED CHANGE

The applicant is seeking Council's approval of an Official Plan Amendment to redesignate the subject property from Rural Area to Residential on Land Use Schedule 'C' of the Official Plan. Furthermore, the applicant wishes to rezone the subject property from Rural Area Zone (RA) to Low Density Residential Zone (R3), to facilitate the construction of 53 multiple attached (townhouse) dwelling units upon the subject property.

Subject Property:

- Location: The subject property is located on the east side of Peoples Road, opposite to it's intersection with Tallack Blvd.
- Approximate Size: The irregularly shaped parcel has approximately 22m frontage on Greenfield Drive and 16m frontage on Peoples Road, totalling 3.73ha.
- Present Use: Vacant land, however the applicant has received preliminary consent to merge the subject property with the adjacent 16-unit multiple attached and semi-detached development located at 181 Greenfield Drive, also owned by the Applicant.
- Owner: Ontario Aboriginal Housing Support Services Corporation

BACKGROUND

There have been no previous rezoning applications upon the subject property. Originally, the subject property was part of the Canadian Martyrs School and was severed away in 2001. On March 31, 2021, the applicants received preliminary consent approval from the Committee of Adjustment to merge the subject

property with the adjacent 16-unit multiple attached and semi-detached development located at 181 Greenfield Drive, also owned by the Applicant. This merger has not been finalized.

ANALYSIS

Conformity with Official Plan

The subject property is designated Rural Area on Land Use Schedule 'C' of the Official Plan and as such a map change from Rural Area to Residential is required in order to facilitate this development.

The subject property is currently outside of the Urban Settlement Area (USA) boundary; however, the USA boundary abuts the subject property to the south.

Section 2.3.6 of the OP, as amended by Official Plan Amendment 167 contains the following relevant policies as it relates to residential development and the Urban Settlement Area:

As it is the intent of this Plan (the OP) to direct the majority of residential growth within the existing Urban Settlement Area, generally not more than 10% of new residential development shall occur in the Rural Area.

RA.1 Lands within the Urban Settlement Area that are designated Rural Area on Land Use Schedule C may be developed at urban densities, subject to appropriate amendments to the OP and Zoning By-law.

RA.2 Areas in close proximity to the Urban Settlement Area have been identified for potential future urban development.

RA.3 Residential development at urban densities may be permitted on lots in existence on the date of the adoption of this Plan if the lots abut municipal services ie. Sewer and water.

In general terms, the Official Plan aims to accommodate the majority of residential development within the USA, at urban densities with access to public water and sewer services. Areas in close proximity to the USA boundary, such as the subject property, have been identified for future urban development. Residential development at urban densities is permitted beyond the USA on lots that existed prior to the adoption of the OP in 1996.

In this case, the applicant is proposing 53 multiple attached units on the subject property, which currently abuts the USA boundary to the north and has access to services from the existing townhouse development located at 181 Greenfield, which is also owned by the applicant. The preliminary consent to merge the properties ensures that new trunk services do not need to be extended onto the subject property. Therefore, the subject property and the abutting development will be located on one contiguous parcel, owned and operated by Ontario Aboriginal Housing. Both the Peoples Road and Greenfield Drive frontages also have access to municipal services.

It is worth noting that as part of the New Official Plan Project, staff is recommending that the USA boundary be expanded to include the subject property.

The applicants have also confirmed that all of the units within the proposed development will be affordable rental units, therefore adhering to current affordable housing policies requiring at least 30% of all dwelling units to be affordable where a proposal includes more than 50 new units.

Conformity with Provincial Policy Statement 2020

Section 1.1.3 of the Provincial Policy Statement (PPS) 2020 speaks to 'Settlement Areas' and notes that they *'shall be the focus of growth and development and their vitality and regeneration shall be promoted.'* As previously noted, the subject property abuts the urban settlement area and will be merged with the existing serviced townhouse development to the south. Therefore, the extension of trunk services (sanitary, storm and water) is not required to accommodate this development. Furthermore, both developments will be rental units under common ownership.

Conformity with Growth Plan for Northern Ontario 2011

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

COMMENTS

Referring to the preliminary site plan attached, the applicant is proposing a total of 53 multiple attached dwellings upon the subject property. As previously noted, the dwellings will be affordable rental units. The resulting density is 14 units/ha (5.74 units/acre) which is quite low within the local context, where townhouse developments tend to be double what is currently proposed. The applicants have indicated that ample greenspace is an important component of this development.

Based upon discussions with Building Division Staff, by Zoning By-law definition, the west frontage on Peoples Road is considered the front yard, the frontages along Greenfield Drive are considered exterior side yards, the east lot line is the rear yard, and all other lot lines are considered to be interior side yards. The impending merger of the subject property with 181 Greenfield Drive will not impact the setback requirements, which will all be adhered to. A variance to the minimum frontage requirement for multiple attached buildings (from 20m to 16m) is required to accommodate the existing width of the Peoples Road frontage. Given the irregular shape of the property, the reduced frontage does not in any way reflect the size of the property and as such, the proposed reduction is appropriate.

The proposed development will have 3 access points, 2 from Greenfield Drive and one onto Peoples Road. The access points and internal road network will be privately owned. Zoning By-law 2005-150 requires a minimum of 1 parking

space per dwelling unit. In this case, the applicant is proposing individual driveways/parking in front of each unit, as well as 18 overflow parking spaces.

In addition to ample greenspace, the applicant is also proposing a centrally located park area, which would be deemed as a private park, owned and maintained by the property owner.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on Friday, May 7, 2021. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on Saturday, May 8, 2021.

Public Comments

Up to the drafting of this report there have been two objections received, which are attached.

A property owner on Peoples Rd. noted that he hoped the treed buffer, as shown on the preliminary site plan, would remain as such. Based upon air photography and a site visit, it appears the vegetated area as shown on the site plan generally thins towards the southern portion of the site. The applicants have indicated that it is their intent to maintain this area in its current state. At this point, they are open to planting additional small trees, but at this point they are unable to confirm.

From a planning standpoint, there is significant separation between the proposed single storey, slab on grade townhouses and the abutting neighbours along Peoples Road. There is no zoning requirement to install a visually solid buffer, where residential development abuts residential development, especially where the proposed development is single storey.

Correspondence from the owner of 173 Greenfield Drive notes the following concerns which were further discussed on May 20th during an on-site visit with the neighbour, Planning Staff, Engineering Staff, representatives from Ontario Aboriginal Housing Services, and the applicant's consulting Engineer.

1. Drainage

The neighbour notes that the existing property/townhouses at 181 Greenfield Drive are approximately 2' higher than surrounding properties and is concerned that the subject property may also be raised, exacerbating the existing drainage issues that have been historically experienced on her property.

Engineering is aware of existing drainage issues in this area. Furthermore, the existing ditch which runs along the rear lot line of 173 Greenfield Drive and the south lot line of the subject property was incorrectly graded and does not function properly. The applicants are

aware of this concern and have indicated that the ditch will be addressed this summer.

The applicant's consulting Engineer noted that although at this time, detailed drainage has not been designed, the water will need to be accommodated and special regard will be had to ensure that excess stormwater will be diverted away from abutting neighbours. Furthermore, it was also noted that based upon the current configuration, it is likely that snow will be piled in close proximity to the rear lot line of 173 and 175 Greenfield Drive. The applicants may wish to reconsider the configuration of the westernmost 6-plex, or ensure adequate ditching is installed to accommodate spring melt.

2. Peoples Road Access

The neighbour expressed concerns that access would be allowed to Peoples Road. It is worth clarifying that this road will not be a public, city owned roadway, rather a private driveway.

3. Buffering

As previously discussed, the site plan shows a 'treed green space buffer' along the west lot line behind the Peoples Road property and the south lot line behind the lots along Greenfield Drive. The neighbour is seeking clarification upon what types of vegetation might be planted, and where it will be planted. At this point, the applicants have indicated they will maintain the area and may in fact plant additional trees to fill in existing gaps. Although buffering is not required in this instance, it is noted that in this case development is closer to the neighbouring properties on Greenfield Drive than those on Peoples Road.

4. Increased Traffic

The neighbour also expresses concerns with increased traffic. It is noted that the City's Manager of Traffic has reviewed this application and has no concerns. The proposed 3 access points, including direct access to Peoples Road should have the effect of spreading out traffic, and it is anticipated that the majority of traffic will take the more direct route to Peoples Road.

5. Height of Dwellings

The neighbour is concerned that the proposed dwellings may be too tall. The applicant has confirmed that the multiple attached dwellings are proposed to be single storey, slab on grade dwellings, similar in height to a bungalow. The consulting engineer notes that the final grade of the proposed development has not yet been finalized, however it is likely that the final grade will need to be brought up to a point consistent with the existing townhouse development.

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

The Municipal Services Engineer notes the subject property accommodates significant external drainage and an established watercourse passes through the property. Furthermore, there is a history of drainage concerns in the area. The City is in the process of conducting an Environmental Assessment of the Peoples Road drainage area, which includes the subject property. The initial findings of the study indicate the subject property as a potential location for a stormwater management facility and Engineering would be interested in further discussion with the applicant about the potential for developing a city owned and maintained stormwater management pond on the subject property. It is recognized that the city owned pond would likely be larger than what is currently proposed, which may have minor impacts upon the proposed private park space. Staff will continue to work with the applicants to see if this might be a possibility, however it is not recommended that this be a condition of rezoning. On a preliminary basis, Engineering Services is satisfied that sanitary and stormsewer servicing is adequate and appropriate. It is noted that multiple attached dwellings are already subject to site plan control and as such, a site plan agreement will be required prior to the issuance of any building permits.

Public Works

Comments from Public Works notes there is an easement in favour of the City for a snowplow turnaround located at the east entrance to the proposed development, which will need to remain in place until Greenfield Drive is extended to the east.

PUC Services

PUC has no concerns with the application, but they encourage the developer's consultant to contact PUC at their earliest opportunity to discuss electrical and water servicing requirements.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

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

SUMMARY

This proposal represents a logical extension of the abutting multiple attached rental development located at 181 Greenfield Drive. Although the subject property is currently beyond the Urban Settlement Area Boundary, the property will be merged with the existing multiple attached development and will not require the extension of publicly owned trunk services to facilitate this development. It is also recognized that the subject property is located towards the periphery of the urban area, however Peoples Road is a bus route and a wide variety of commercial and institutional amenities are easily accessible along Second Line and Great Northern Road.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated May 31, 2021 concerning Application A-10-21-Z.OP be received and that Council approve Official Plan Amendment 233 and redesignate the subject property from Rural Area to Residential on Land Use Schedule 'C' of the Official Plan and that Council rezone the subject property from Rural Area Zone (RA) to Low Density Residential Zone (R3.S) with a special exception to:

1. Reduce the required frontage from 20m to 16m.

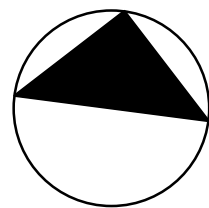
That Council deems the property subject to site plan control.

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'.

Peter Tonazzo, RPP
Senior Planner
705.759.2780
p.tonazzo@cityssm.on.ca



PROJECT NORTH

LEGEND:

PROPERTY BOUNDARY	---
CONSTRUCTION LIMITS	---
PROPERTY LINES	---
NEW BUILDINGS	---
EX. BUILDINGS	---
EX. FIRE HYDRANT	○ HP
HYDRO POLE	○ HP
SURVEY MONUMENT	■ SIB
CATCH BASIN	□ CB
STRM. MAINTENANCE HOLE	○ STM MH
SAN. MAINTENANCE HOLE	⊗ BB
EX. BELL BOX	⊗ BB
EX. CLEAN-OUT	---
EX. CURB STOP	---
EX. WATER VALVE	---
EX. HYDRANT	---
DRIVEWAY	d/w
DITCH FLOW DIRECTION	---
EX. DRAINAGE	---
PROPOSED TRANSFORMER	T
CHECK VALVE MANHOLE	⊗ CVMH

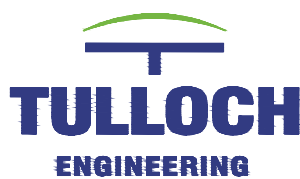
10.03.2016	2	ISSUED FOR D.A.R.T.	JS	JM
03.22.2016	1	REVISION AS PER CLIENT	AGH	JL
02.05.2016	0	PRELIM. DESIGN	AGH	JL
DATE	REV No.	REVISION	BY	APPD

ENGINEER'S SEAL:

CLIENT:

ONTARIO ABORIGINAL
HOUSING SERVICES

CONSULTANT:



PROJECT: PROPOSED TOWNHOUSE UNITS

DRAWING TITLE:

CONCEPTUAL
PHASE #1 & #2
SITE PLAN

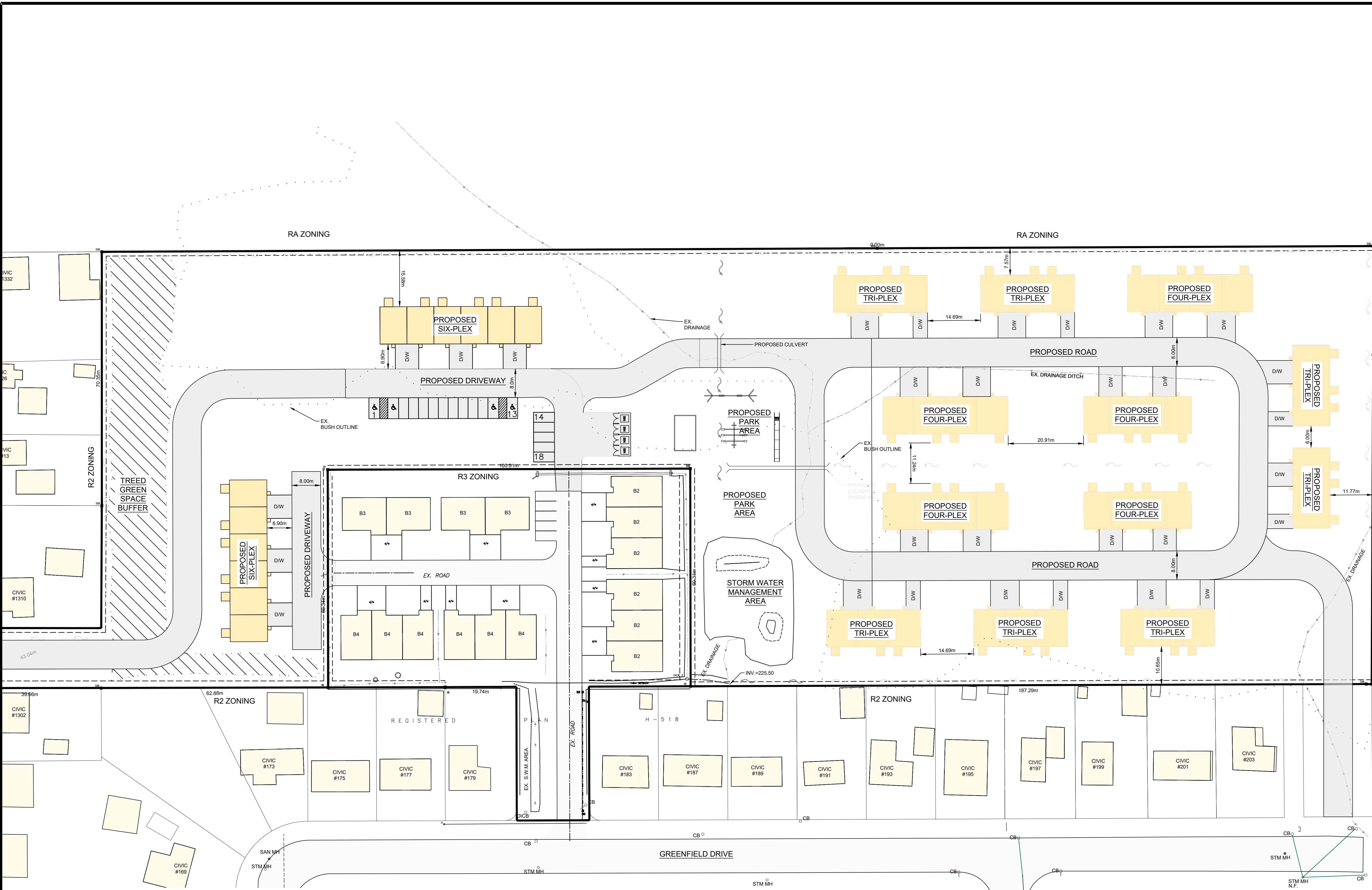
181 GREENFIELD DR.

SCALE: N.T.S. DATE: OCT. 3 2016

DRAWN	CHECKED	DRAWING	REV
JS/TP	JM	JM	2

PROJECT No: 20-1673

CAD DRAWING:
20-1673 PRELIM DEC 2020



**AMENDMENT NO. 233
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Schedule “C” of the Official Plan.

LOCATION

PIN 31566-0326 (LT) PT SEC 24 Korah PT 2 1R104141306, having Civic # 1306 Peoples Road, located on the east side of Peoples Road, directly east of its intersection with Tallack Boulevard.

BASIS

This Amendment is necessary in view of the request to rezone the subject property to permit the lands to be utilized for urban serviced residential purposes.

The proposal does not conform to the existing Rural policies as they relate to the subject property.

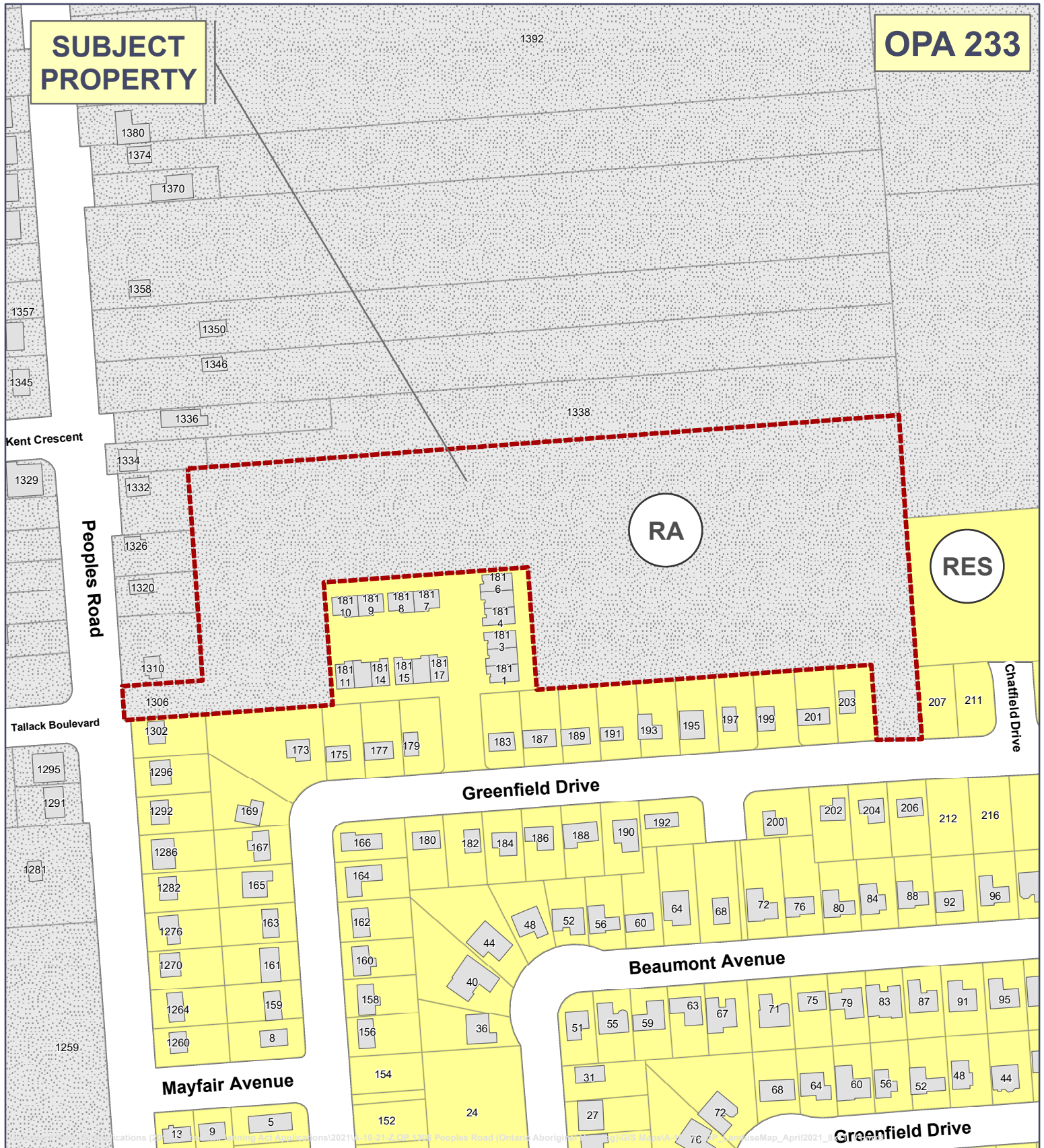
Council now considers it desirable to amend the Official Plan re-designating the subject properties from “Rural Area” to “Residential”.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Schedule “C” to the Sault Ste. Marie Official Plan is hereby amended re-designating the property described as PIN 31566-0326 (LT) PT SEC 24 Korah PT 2 1R104141306, having Civic # 1306 Peoples Road, located on the east side of Peoples Road, directly east of its intersection with Tallack Boulevard., from “Rural Area” to “Residential”.

INTERPRETATION

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



Application Map Series ☐ Subject Property ☒ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment Property Information Civic Address: 1306 Peoples Road Roll No.: 050070002010000 Map No.: 110/1-125 Application No.: A-10-21-ZOP Date Created: April 21, 2021	Legend Subject Property: 1306 Peoples Rd Residential Commercial Institutional Parks Recreation Industrial Rural Area Airport Lands Parcel Fabric	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 12.5 25 50 Meters 1:2,500 Page 270 of 435
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2021 05 13

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-10-21-Z.OP
1306 Peoples Road
Ontario Aboriginal Housing Support Services Corporation

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

- The subject property has a significant external drainage area and an established watercourse passing through the property. Stormwater management will be required with careful consideration to both minor and major storm events and overland flow. There is a history of drainage concerns in the rear yards of Greenfield Drive and 1306 Peoples Road.
- The City is in the process of conducting an Environmental Assessment of the Peoples Road drainage area, which includes the subject property. The initial findings of the study indicate the area north of the Greenfield Subdivision is a potential location for a stormwater management facility. Engineering would be interested in further discussion with Applicant about flood control in the area.
- It is recommended that this property be 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.

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

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

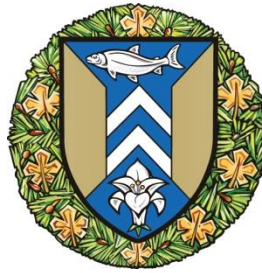
Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM

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

Larry Girardi
Deputy CAO

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



Public Works & Engineering Services

Daniel Perri, P. Eng.
Area Coordinator, Wastewater

May 7, 2021

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

**Subject: Application No. A-10-21-Z.OP
Request for an amendment to the Zoning By-law**

Applicant: Ontario Aboriginal Housing Support Services Corporation

Subject Property: 1306 Peoples Road

Please accept this correspondence in response to your request dated April 23, 2021.

Staff from Public Works has reviewed the application noted above and have the following comment:

- There is an easement in favour of the City for a snowplow turnaround located at the east entrance to the proposed development. This turnaround will need to remain in place until Greenfield Drive is extended to the east.

If you have any further questions, please contact me at 574-1086.

Yours very truly,

Daniel Perri, P. Eng.
Area Coordinator, Wastewater
d.perri@cityssm.on.ca

C: Susan Hamilton Beach, P.Eng.
Maggie McAuley, P. Eng.
Freddie Pozzebon, CBO



Engineering Department
500 Second Line East, P.O. Box 9000
Sault Ste. Marie, Ontario, P6A 6P2
Phone: (705) 759-6576
Email: eng-dept@ssmpuc.com

ECRA/ESA Lic. # 7001626

April 28, 2021

Donald B. McConnell, MCIP, RPP
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Email: j.palmer@cityssm.on.ca

Dear Don:

Re: 1306 Peoples Road – A-10-21-Z.OP

We can confirm that we have reviewed the above noted rezoning application and have no concerns with the development proceeding as proposed.

We encourage the developer's consultant to contact us at their earliest opportunity in the development stages regarding electrical and water servicing requirements.

Yours truly,
PUC Services Inc.

A handwritten signature in blue ink, appearing to be 'Rob Harten', written over a light blue horizontal line.

Rob Harten, P. Eng.
Director of Engineering

RH*km

From: ROGER RIETKOETTER
To: [Peter Tonazzo](#)
Subject: proposed townhouse site
Date: Tuesday, May 18, 2021 2:57:51 PM

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

Peter

My name is Roger Rietkoetter i own a property at 1332 Peoples Rd., i have been there since 1993 . This property is located at the north west corner of the proposed townhouse site . I have a question concerning some large spruce trees located at this north west corner . As shown on your site plan there is to be a treed green space buffer ...these trees act as a perfect privacy buffer and i would hope they remain . I await your reply to my concerns . thank youRoger Rietkoetter
[...Application No. A-10-21-Z.OP](#)

Subject: ReZoning
1306 Peoples Road
A-10-21-Z.OP

To City Council and Peter Tonazzo

My Main concerns are water /flooding, new entrance/exit, and increased traffic flow.

1. I have always been concerned has about protecting my property from excess water. So with looking at the map (which is very hard to read) of the new builds I have a few questions.
The existing townhouses are approx 2 feet higher than my property so will the new build be equal to existing townhouses level leaving me at a disadvantage or at my ground level??. I already have water flow from the ditch of the existing townhouses onto my property as the ditch was never diverted properly in the right direction so it goes into drain off grate. How will the new build affect my already existing water issues? Also concerning the Peoples road entrance, I would hope there will be culverts put into place on both sides of entrance to drain into Peoples Road ditches before it's covered up. I have had major flowing/flooding in the past from Peoples Road over flows which totally destroyed my yard.
2. Peoples Road entrance/exit. Will this be for both directions?? I must say I was surprised as I have always been told this was a lane way and would NEVER be a authorized as a LEGAL road by city officials. That's why it was blocked off. I see from the map they have a buff zone of trees which is very appreciated for my Peoples Road neighbour's as well as myself. I would like to know how far these trees will be planted from my property line and what type of trees as a bigger part of my property I have well established cedars. Will these trees planted be big enough to block the new buildings Which are proposed build behind my house?
3. Increased traffic flow: 53 new units x 2 person approx, is 100 more people added just like that into one concentrated area opposed to building say 10 individual houses. Also adding the existing population of the existing townhouses. That's a very over whelming to say for a quite neighborhood

and in addition to opening Greenfield dead end. I am getting it for both ends so I hope you can appreciate and understand my anxiety and concerns.

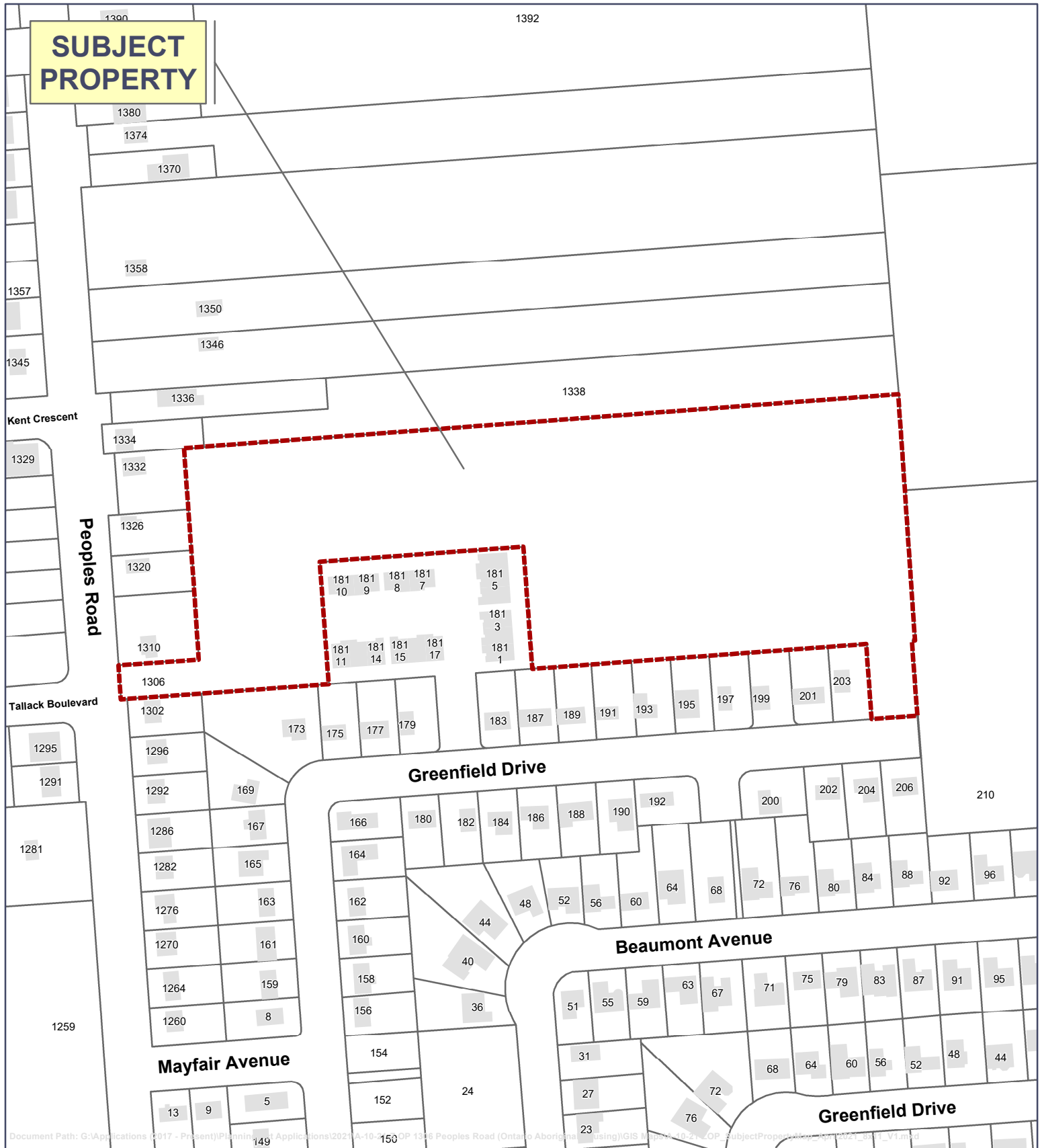
A last comment/ concern is what type of housing is being built behind me directly? It's very hard to read the blueprint. I am wondering on the height? I'm seeing 6 plex, what does that mean, single one level dwelling? Depending on the ground level decided as previously mentioned and type of structure, I would not like it to be towering over me for privacy reasons. Hard to assume which way these buildings will face from the blueprint.

My husband and I want to make sure this new build will not cause us anymore on going water issues to our property. I have put out \$1,000.00 of dollars redoing my yard and my basement. I trust they are going to be considerate to all neighbors not like the last builders/owners. I feel this development is very very overwhelming for this area at this time!! AND AGAIN, taking into consideration opening the dead end of Greenfield.

I would appreciate knowing the time frame on the build behind my property and expected time at the other end. Thank for your consideration and look forward in speaking to someone soon.

Susan lindstedt and Jamie Triplett
173 Greenfield Drive

[illegible]



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
Property Information Civic Address: 1306 Peoples Road Roll No.: 050070002010000 Map No.: 110/1-125 Application No.: A-10-21-ZOP Date Created: April 21, 2021		Legend  Subject Property: 1306 Peoples Rd  Parcel Fabric Page 278 of 435		



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

1306 Peoples Road
Application No.: A-10-21-Z.OP
Applicant: Ontario Aboriginal Housing Support Services Corporation

Date: May 31, 2021
Time: 5:30 PM

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

PURPOSE

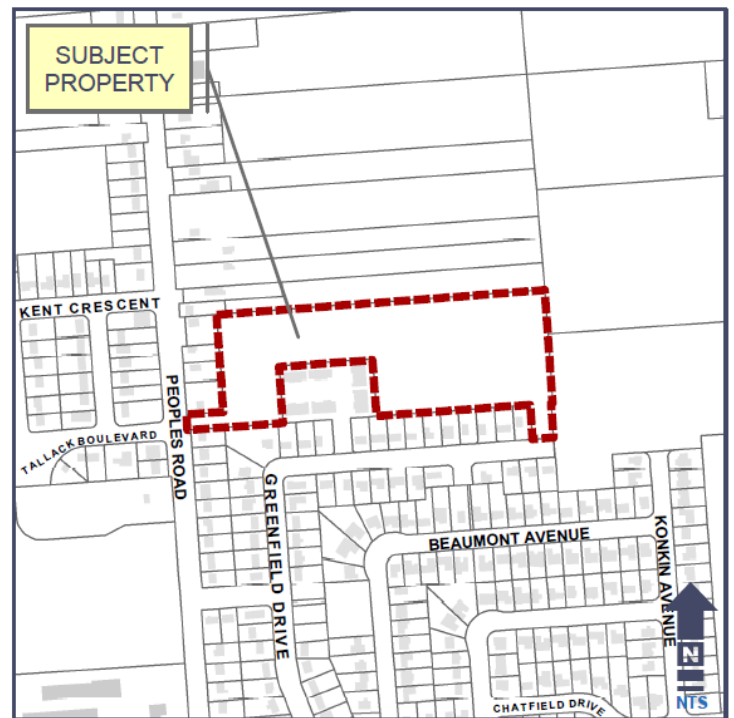
The applicant, Ontario Aboriginal Housing Support Services Corporation is seeking Council's approval to amend the Official Plan and rezone the subject property to facilitate the construction of 53 multiple attached (townhouse) dwelling units upon the subject property.

PROPOSED CHANGE

The applicant is seeking Council's approval of an Official Plan Amendment to redesignate the subject property from Rural Area to Residential on Land Use Schedule 'C' of the Official Plan. Furthermore, the applicant wishes to rezone the subject property from Rural Area Zone (RA) to Low Density Residential Zone (R3), to facilitate the construction of 53 multiple attached (townhouse) dwelling units upon the subject property.

HAVE YOUR SAY

Input on the proposed Zoning By-Law and Official Plan 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, May 31, 2021 at 5:30 p.m. to consider an Official Plan Amendment and Zoning By-law Amendment (under sections 17, 22 and 34 of the Planning Act, R.S.O 1990, c. P13, 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, May 28, 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, May 31, 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.

From: Peter Tonazzo <p.tonazzo@cityssm.on.ca>
Sent: Monday, May 31, 2021 10:49 AM
To: Madison Zuppa <m.zuppa@cityssm.on.ca>
Cc: Justine Palmer <j.palmer@cityssm.on.ca>
Subject: Re: Additional Comments from Susan Lindstedt - A-10-21-Z.OP

Good morning Madison,

Please accept this as confirmation that the attached comments from Susan Lindstedt were received by myself via Email on May 25th, 10:52am. The attached comments are in addition to those from Ms. Lindstedt which are attached to the Planning Report Package.

Regards,

Peter Tonazzo, RPP
Senior Planner
Planning & Enterprise Services
705.759.2780 p.tonazzo@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca



Additional Concerns

4. Infrastructure/current road repair and sewage and water; With this neighborhood being very very old how will this work? Will a pumping station have to be added for sewage? Who is responsible for this and who pays for this? Greenfield cannot with stand the heavy construction trucks that are currently here now doing the dead end let alone more. I know that is why I had more cracked walls this year in different area than before.

5. Traffic/ Population/rentals/rezoning status; we still feel taking everything into consideration of what's involved in this build , age of neighborhood and physical being of land all around us that rezoning for this size of complex should NOT be allowed at this time. I truly believe it won't be done adequately due to BIG Big costs. Example, adequate continuous culverts for water flow to protect existing established housing yards around the whole new build and tied into Peoples Road and dead end Greenfield and another example is proper land reconstruction to be ground level with existing properties and finally moving major PUC poles. When and if you change the zoning what does that mean for the existing land owners; rules change, taxes??

6. Garbage bins/ snow removal Concerns of snow pile behind my garage as discussed at our meeting. Currently there is pick up on Mondays for the townhouses and not even sure if there is enough garbage bins at the present time. Never had rats until recently. Size of a small cat.



Pics shows not a mouse trap but super size rat trap. Look at length of tail.

Deron Tett
87 Beaumont Ave.
Sault Ste. Marie, ON
P6C6E7
Application No.: A-10-21-Z.OP

Dear Peter Tonazzo,

I have a concern with the rezoning of the subject property and the construction of 53 multiple attached dwelling units. My concern is the possible increase in groundwater into the present storm sewer system located at the north-east end of Greenfield Drive. Recently, there were some changes made to the catch basins in this area, to allow the collection of more ground water into an already limited storm sewer system. Any additional water into this system could cause further overflow problems onto Beaumont Avenue.

Our basement flooded in the fall of 2012. The storm sewer on our street was completely overwhelmed and water surged back through the storm sewer pipe into the sump hole. In the spring of 2013, with a heavy downpour, it almost happened again. Had we not been home, we would have had water in our basement again. At that point, we installed a second sump pump and a battery backup. This pumps water directly out the side of the house. On two more occasions, (fall 2019 and spring 2020), the street storm sewers were again overwhelmed. Some of our neighbour's homes were flooded and driveways washed out. Luckily, we were home, and the backup pump was able to discharge water out the side of the house. There are three receiving storm sewer openings (catch basins) at the end of Greenfield street. During heavy rains, water may still flow over them and spill into our street, through the backyards. The issues seemed to start once the old Greenfield school was torn down and semis replaced the school. Presently, there is new road construction to extend Greenfield Drive, and it remains to be seen, how this may affect the collection of ground water in our neighbourhood.

The spring and fall always bring concern of yet another flood in our basement. As homeowners, we have done as much as we can. We hope that the water concerns in this area are seriously considered if the subject property rezoning is approved for Low Density Residential Zone (R3).

I have discussed the storm sewer and ground water issues with other concerned neighbours, and we are hopeful that any new construction would ensure the groundwater from the new buildings are routed into the large catch basin, located on the north corner of Old Goulais Bay Road and Third Line and/or People's Road.

I would appreciate being notified if the proposed application is adopted or refused by city council.

Thank you,

Deron Tett

Good Morning,

I am writing in protest to the above mentioned Application where OAHSSC is seeking to rezone the subject property in order to build to multi-residential townhouses.

This area IS my backyard. Our family and neighbours are all in agreement that this will completely destroy our RURAL neighbourhood. We live in an area we've all grown to love with mature trees, rural ambiance and above all else, peace and quiet. Our backyards are where we go to enjoy some serenity in a city chalked full of issues.

Looking at the proposal, I see that our neighbours and our family would be losing the exact reason we love our rural area so much. We would have a road adjacent to, and behind our yards. I would have a six-plex built directly beside the back yard that my husband and I take great pride in. I am begging that this be carefully re-considered and denied.

I also question the transparency in which this has been proposed as a number of the residents within the Peoples Rd, Greenfield Dr, Konkin Ave and Beaumont areas have not been notified or given the opportunity to appeal this application. I feel as though the residents in these neighbourhoods deserve to know what is going on.

Please know that the transition from rural to residential area, the cutting down of these trees and the construction of FIFETY THREE new townhouses would not be welcomed in the neighbourhood.

Thank you for your time, and consideration

Cindy Beauchamp
1336 Peoples Rd
[REDACTED]





Cindy Beauchamp

From: c dangelo [mailto:]
Sent: Monday, May 31, 2021 2:45 PM
To: Peter Tonazzo <p.tonazzo@cityssm.on.ca>; City Clerk <cityclerk@cityssm.on.ca>
Subject: Application No A-10-21-Z.OP 1306 Peoples Road

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

Sorry for the late email, however 2 weeks did not give me the required time I needed to represent the many seniors living on Greenfield Dr.
They are asking that you do NOT pass the re-zoning of the above property.
Many of these residence have paid taxes and lived in this area for over 40 or 50 years and very upset that this last piece of "Green Space" is on the verge of being taken away.
Over the past 30 years many changes and removal of the "green space" has been changing their neighbourhood.
This is the one piece that has been so far left untouched.
This area is the home of many kinds of wildlife including deer, racoons, and bears.
The have witnessed a huge decrease in the amount of bees (many of these residents have had vegetable gardens) as well as cricket and frog sounds at night.

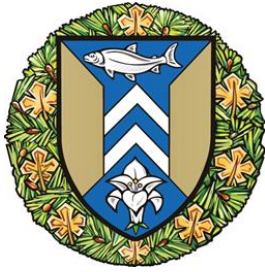
Throughout my neighbourhood petition drive I spoke to many who have already voiced their concerns to you, via emails and one person had an actual meeting to discuss the concerns of the infrastructure not being able to support another huge environmental change.
The flooding and cracking of basements have been a concern to many, and will only increase with the removal of trees and the constant huge construction machinery coming through.
So there is no need for me to reiterate those concerns, although they are huge.
This letter and petition is to SAVE the remaining "GREEN SPACE"

They are asking that you as counsellors representing them stop the rezoning.
They would like further information and added assurances of the construction plans.
As you all may already be aware, this neighbourhood had a "seniors complex" built in the former school property, only to have things change shortly after the completion of the complex.
They have concerns about the transient population in that complex, as well as the speeding and dangers of people coming around the corner.
All these issues have been brought up, and very little has been addressed if anything.

I have collected a few signatures which I will be attaching to this email.
Many people in this neighbourhood are very upset with the fact that they are NOT being heard.
They have been some of our cities longest residents and tax payers.

I am hoping that you will listen and stop the rezoning if only until they have had a meeting or chance to discuss the loss of this most precious natural environment.
It has truly been a huge factor in their choice of neighbourhood, including one who purchased their home only a few short months ago because of the "green space"

Thankyou for your
Understanding and consideration on this manner
Carla D'Angelo
[REDACTED]



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

COUNCIL REPORT

May 31, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jonathan Kircal, Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-11-21-Z 177 Brock Street (Sault Ste. Marie Housing Corporation)

PURPOSE

The applicant, the Sault Ste. Marie Housing Corporation, and the District of Sault Ste. Marie Social Services Administration Board (DSSAB) is seeking Council's approval to rezone 177 Brock Street to consolidate the zoning upon the three parcels upon which a new four-storey, 2,415m² (26,000ft²) office building will be constructed to house DSSAB's offices. 540 Albert Street, 165 and 177 Brock Street will be consolidated to one, prior to development.

PROPOSED CHANGE

The applicant is seeking Council's approval to rezone the subject property from Commercial Transitional Zone (CT2) to Central Commercial Zone (C2).

Subject Property:

- Location: Located on the west side of Brock Street, 40 metres south of the Brock Street and Wellington Street East intersection.
- Approximate Size: 17m (56') of frontage along Brock Street, 30m (98') of depth, and an area of 0.051ha (0.13ac).
- Present Use: Vacant land.
- Owner: Sault Ste. Marie Housing Corporation.

BACKGROUND

No previous planning applications exist for this property.

ANALYSIS

Conformity with Official Plan

The Official Plan designates the subject property as Commercial in Schedule C (Land Use Map). The proposal complies with Commercial land use policies and in particular, the Downtown policies that promote large office space development within the downtown area.

Conformity with Provincial Policy Statement 2020

The Provincial Policy Statement states that healthy, livable and safe communities are sustained by accommodating a range and mix of residential types and employment uses, including industrial, commercial, and institutional uses.

Intensification of vacant underutilized land and the utilization of existing municipal infrastructure is also promoted in the Plan.

Therefore, this proposal is consistent with the PPS.

Conformity with Growth Plan for Northern Ontario 2011

Approval of this application does not conflict with the Plan.

COMMENTS

The subject property is located on the west side of Brock Street. On its north side is a residential property separated by a City laneway. On its east and south sides are institutional uses, and to the west is another residential property. The surrounding area includes a number of different uses, such as places of worship, single-unit to multi-unit homes, residential-to-office conversions, home-based businesses and the Social Services office building.

The applicant plans to merge the three properties of 540 Albert St. West as well as 165 and 177 Brock Street (i.e. the subject property) into a single property to facilitate the development of a new DSSAB office building, which is proposed to be four storeys tall with a gross floor area of 2,415m² (26,000ft²).

The subject property is to contain only the northerly 5m of the proposed building, waste receptacles, a loading area, and a segment of a laneway to accommodate the circulation of delivery and service vehicles. Within the subject property, the building will be setback 3, 11 and 6 metres from the front, interior and rear lot lines respectively. The C2 Zone permits lot-line to lot-line development. The waste receptacle will be visually screened within an enclosure and adjacent to a city laneway, a parking area, and a residential rear yard.

Parking requirements will be met through a combination of off and on-site parking. This is permitted in the zoning by-law for downtown properties.

The land assembly is under site plan control (SPC). As part of the SPC process, staff will explore the requirement of a visually solid fence along the residential lot.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on May 7, 2021. The notice that was mailed to property

owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on May 8, 2021.

Public Comments

At the time of preparing this report on May 19, 2021, planning staff had received no comments from the public.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment.

No comment/objection: the Accessibility Advisory Committee, Building Division, Community Development and Enterprise Services, Economic Development Corporation, Engineering Division, Fire Services, Legal Department, Ministry of Municipal Affairs and Housing, the Municipal Heritage Committee, Public Works, and the Sault Ste. Marie Region Conservation Authority.

The Engineering Division notes the following:

- Stormwater management may be required.
- It is understood that the 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.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

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

SUMMARY

The applicant, Sault Ste. Marie Housing Corporation, and the District of Sault Ste. Marie Social Services Administration Board (DSSAB) is seeking Council's approval to rezone 177 Brock Street to consolidate the zoning upon the three parcels upon which a new four-storey, 2,415 m² (26,000ft²) office building will be constructed to house DSSAB's offices.

The subject property represents one piece in DSSAB's overall development plans and is to contain only the northerly 5m of the proposed building, waste receptacles, a loading area, and a portion of a laneway to accommodate the circulation of delivery and service vehicles.

The proposal represents a logical extension of the C2 Zone that will provide setback relief. No land use impacts are anticipated from the approval of this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the planner dated 05 31 2021 concerning rezoning application A-11-21-Z be received and that Council rezone 177 Brock Street from Commercial Transitional Zone (CT2) to Central Commercial Zone (C2).

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

Respectfully submitted,



Jonathan Kircal

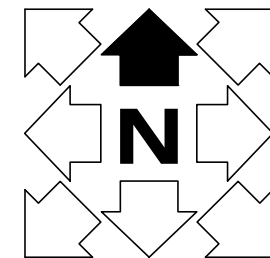
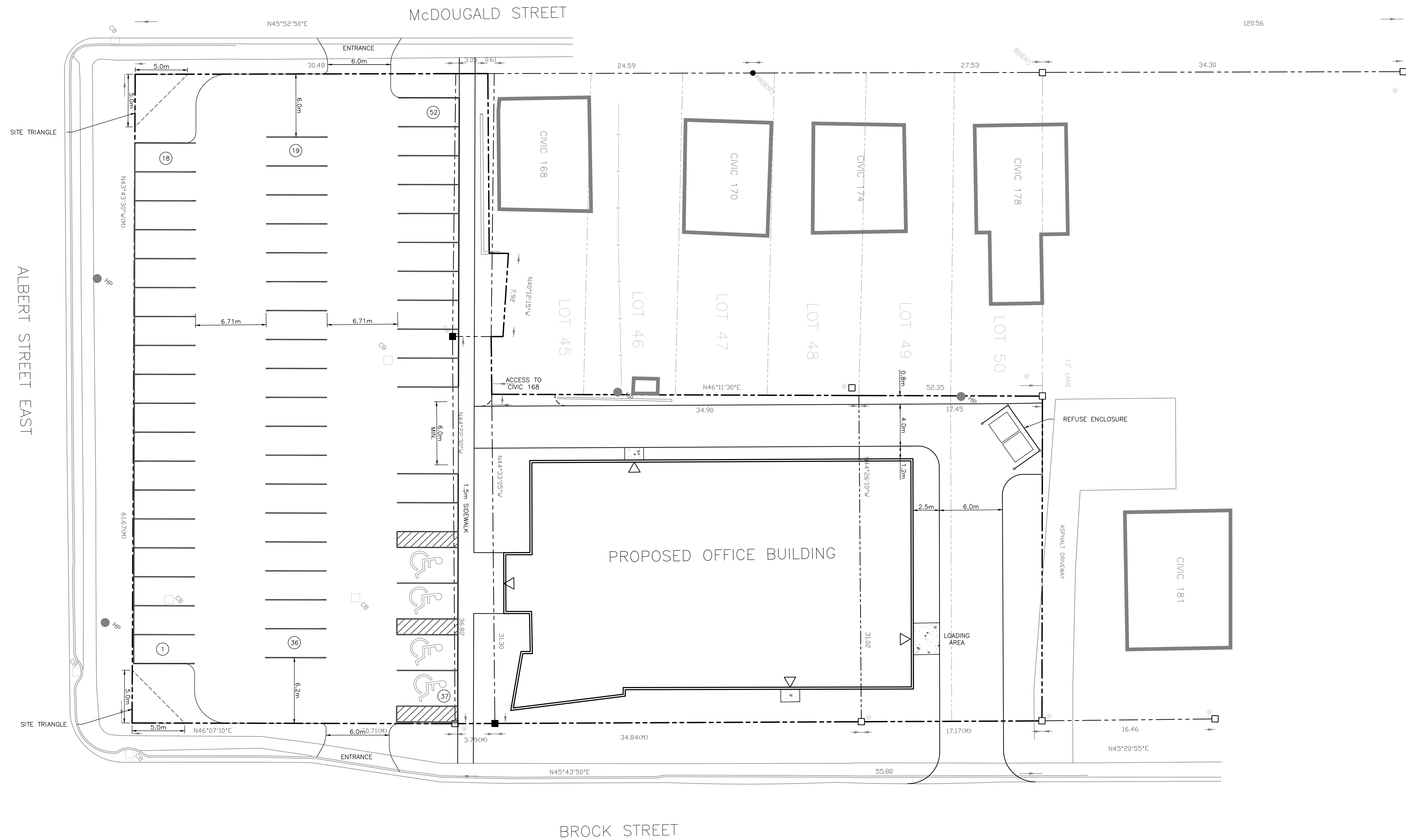
Planner

705.759.6227

j.kircal@cityssm.on.ca

C:\Users\Taha.pilim\Desktop\20-1247 DEA SSM Housing Site.dwg

ZONING: C2, EXCEPT CIVIC 177 BROCK STREET CT2 ZONING
OFFICE AREA = 3250m² (~35000 ft²)
PARKING REQUIRED = 3.5SPACES /100m²
NUMBER OF PARKING STALL = 114
PROVIDED:
ON-SITE = 52
OFF-SITE = 83
MINIMUM BARRIER FREE = 4



KEY PLAN

ENGINEER'S SEAL:

DATE	REV.	REVISION	BY	APP'D
-	-	-	-	-

CLIENT:

Client Name
Client Address
Client City / Town

CONSULTANT:



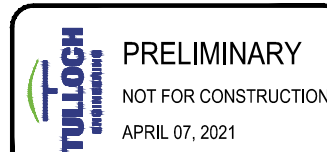
PROJECT TITLE:

DEA SSM HOUSING

DRAWING TITLE:

PROPOSED SITE
PLAN

TP	-	JL	-
DRAWN	DESIGNED	CHECKED	APPROVED
1:200		FEB 04, 2021	
SCALE		DATE	
20-1247	0	-	
PROJECT No.	REVISION	DRAWING	







2021 04 07

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-11-21-Z
177 Brock Street
DSSAB

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

- Stormwater management may be required.
- 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.

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

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

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

MM

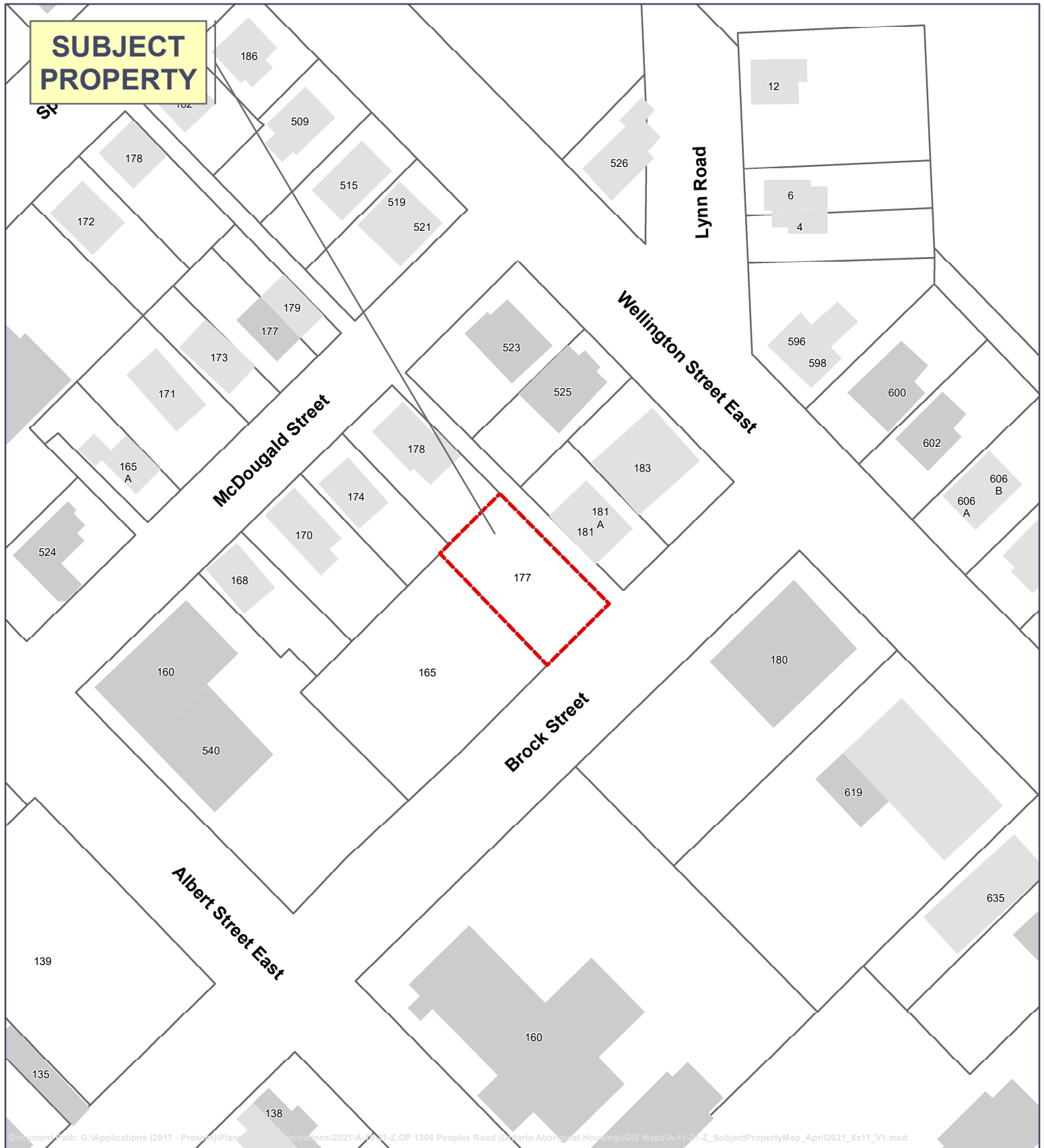
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering



Document Path: G:\Applications (2017 - Present)\Planning Act Applications\2021\A-11-21-Z 177 Brock Street - DSSAB\GIS Maps\A-11-21-Z_AerialMap_April2021_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 This map is for general reference only Orthophoto: 2016 20cm Colour Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983 0 5 10 20 Meters 1:1,000 
Property Information Civic Address: 177 Brock Street Roll No.: 020038055000000 Map No.: 7/1-2 Application No.: A-11-21-Z Date Created: April 28, 2021	Legend  Subject Property: 177 Brock St.  Parcel Fabric	

**SUBJECT
PROPERTY**



Document Path: G:\Applications (2017 - Present)\Planning Applications\2021\A-11-21-Z-OP 1306 Peoples Road (Ontario Aboriginal Housing)\GIS Maps\A-11-21-Z_SubjectProperty\Map_April2021_8x11_V1.mxd

Application Map Series

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

Property Information

Civic Address: 177 Brock Street
 Roll No.: 020038055000000
 Map No.: 7/1-2
 Application No.: A-11-21-Z
 Date Created: April 28, 2021

Legal Department Reference

Legend

-  Subject Property: 177 Brock St.
 Parcel Fabric

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**SAULT
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise
 Services Department

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

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

This map is for general reference only

Orthophoto: None

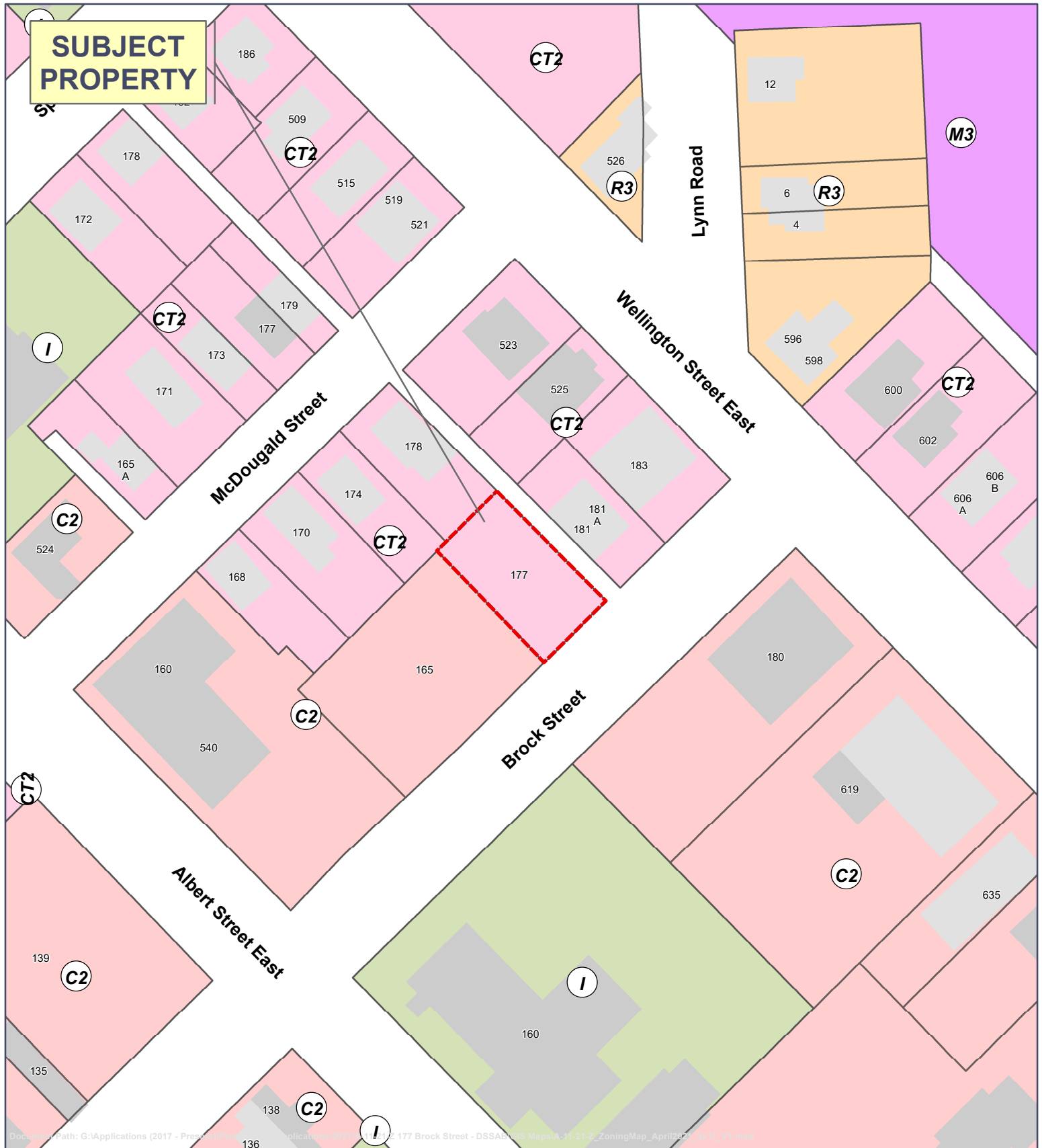
Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983

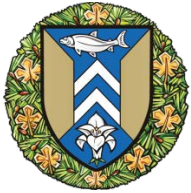
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Application Map Series ☐ Subject Property ☐ Official Plan Landuse ☒ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment	Legend <table border="0"> <tr> <td>C1 - Traditional Commercial Zone</td> <td>R3 - Low Density Residential Zone</td> </tr> <tr> <td>C2 - Central Commercial Zone</td> <td>R4 - Medium Density Residential Zone</td> </tr> <tr> <td>CT2 - Commercial Transitional Zone</td> <td>R5 - High Density Residential Zone</td> </tr> <tr> <td>C3 - Riverfront Zone; C3hp</td> <td>R6 - Mobile Home Residential Zone</td> </tr> <tr> <td>C4 - General Commercial Zone; C4hp</td> <td>I - Institutional Zone</td> </tr> <tr> <td>C5 - Shopping Centre Zone</td> <td>EM - Environmental Management Zone</td> </tr> <tr> <td>HZ - Highway Zone</td> <td>PR - Parks and Recreation Zone</td> </tr> <tr> <td>M1 - Light Industrial Zone</td> <td>RA - Rural Area Zone</td> </tr> <tr> <td>M2 - Medium Industrial Zone; M2hp</td> <td>RP - Rural Precambrian Uplands Zone</td> </tr> <tr> <td>M3 - Heavy Industrial Zone</td> <td>REX - Rural Aggregate Extraction Zone</td> </tr> <tr> <td>R1 - Estate Residential Zone</td> <td>AIR - Airport Zone</td> </tr> <tr> <td>R2 - Single Detached Residential Zone; R2hp</td> <td>Named Use - Commercial Dock</td> </tr> </table>	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	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 5 10 20 Meters 1:1,000 Page 297 of 435
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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

177 Brock Street
Application No.: A-11-21-Z
Applicant: Sault Ste. Marie Housing Corporation

Date: May 31, 2021
Time: 5:30 PM

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

PURPOSE

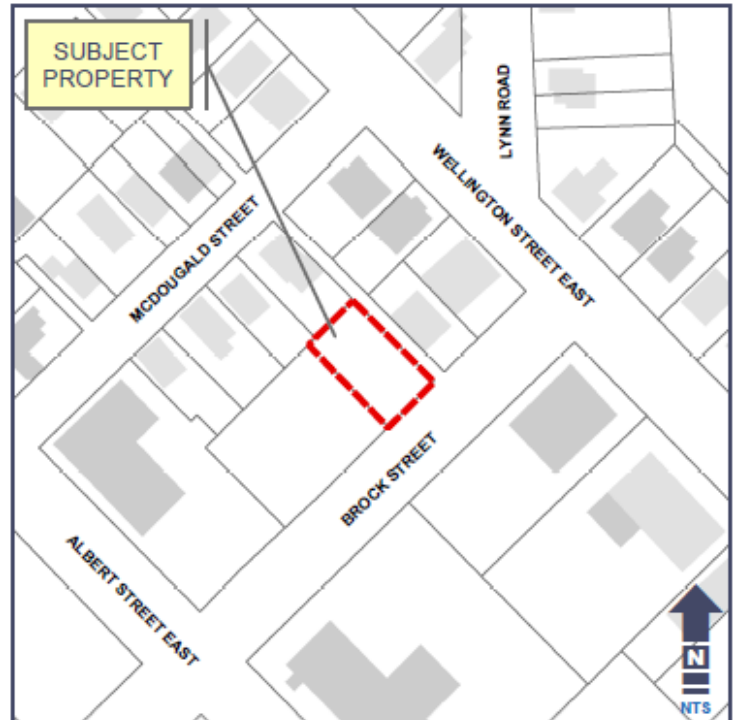
The applicant, Mike Nadeau, on behalf of the Sault Ste. Marie Housing Corporation, and the District of Sault Ste. Marie Social Services Administration Board (DSSAB) is seeking Council's approval to rezone 177 Brock Street to consolidate the zoning upon the 3 parcels upon which a new 4 storey, 26,000sq.ft. office building will be constructed to house DSSAB's offices. 540 Albert Street, 165 and 177 Brock Street will be consolidated to one, prior to development.

PROPOSED CHANGE

The applicant is seeking Council's approval to rezone the subject property from Commercial Transitional Zone (CT2) to Central Commercial Zone (C2).

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, May 31, 2021 at 5:30 p.m. to consider a Zoning By-law Amendment (under section 34 of the Planning Act, R.S.O 1990, c. P13, 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, May 28, 2021 as part of City Council's Agenda. Please contact Jonathan Kircal at 705.759.6227 or j.kircal@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 Jonathan Kircal, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to j.kircal@cityssm.on.ca with your name, address and application file number on or before **Monday, May 31, 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.

Madison Zuppa

From: City Clerk
Sent: Wednesday, May 19, 2021 3:27 PM
To: Madison Zuppa; Rachel Tyczinski; Kim Vaudry
Subject: FW: 168 McDougald and DSSAB Potential New Building on Brock Street

Nancy Milosevich

Administrative Clerk – City Clerk's Office
705.759.5388 n.milosevich@cityssm.on.ca

CITY OF SAULT STE. MARIE

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca



From: J. Wayne Mosher, CFP, CLU, Ch.F.C.,CHS
Sent: Wednesday, May 19, 2021 3:22 PM
To: Jonathan Kircal <j.kircal@cityssm.on.ca>
Cc: precontructionsurvey@tulloch.ca; j.barban@socialservices-ssmd.ca; l.chikoski@socialservices-ssmd.ca; City Clerk <cityclerk@cityssm.on.ca>
Subject: 168 McDougald and DSSAB Potential New Building on Brock Street

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

Hello Jonathan,

Thank you for the call back today in regards to the Zoning application for 177 Brock Street.

As we discussed my concern is that they appear to be proceeding with the building (received a letter from Tulloch Engineering today about a construction start date of August, 2021) and they have not dealt with my right of way along the "Foot Lane Part 1". I want to be assured that the planning division is aware of my concern and nothing will be allowed to proceed until it has been dealt with to my satisfaction.

I wish to be keep informed of applications in regards to the property so that I can protect my interest.

Thank you

J. Wayne Mosher
168 McDougald St
Sault Ste. Marie, ON P6A 3A8

From: Robert Colynuck ·

174 McDougald Street

Mr . Kircal

My name is Robert Colynuck. I am the owner of 174 McDougald Street and reside at that address. I thank the City for the opportunity to address this application.

The Notice of Application was the first communication containing any information about the scope of the project proposed by DSSAB to be received by myself. I have been known to staff of DSSAB since the summer of 2020 when I first witnessed and objected to the removal of the rear fence between 165 Brock Street and the properties of myself and my neighbour at 170 McDougald Street. I also spoke to the Chair of the Board of Directors Councillor Dufour about this and the future development of the property. Although a letter was issued with a contact name by DSSAB in September, there was no effort on their part to relay information or to seek input. I regret that the following observations could not have been considered earlier in this matter.

First thought when viewing the Proposed Site Plan - "That's a big building. They will have to mow down every living thing to make it fit along with the parking." It is a disappointment that a government agency is considering such a backwards use of the parcels in the downtown core and contributing to the desertification of our area. It appears that green ribbons and postage stamp sized plots are thought to be adequate landscaping areas.

Second thought was that there were inaccuracies in the Proposed Site Plan of the area outside the three parcels owned by DSSAB. The small box with label "SUBJECT PROPERTY" on the text side of the notice is a truer rendition.

The "asphalt driveway" is a lane way that runs from McDougald Street to Brock Street. It provides access to parking areas of 178 McDougald Street, Wellington Street East, and 181 Brock Street.

This lane way is also capable of providing access to the "refuse container" which should not be located at the rear corner of the building but instead immediately adjacent to the "LOADING AREA". The 6.0m wide driveway beyond the "LOADING AREA" is unnecessary as is the majority of the 4.0m driveway which connects to the parking lot. Only a stub of the 4.0m driveway to fulfil the right of way at the rear of 168 McDougald Street to the parking area is needed. The conversion of this car space to landscaped space would eliminate the inevitable noise and pollution that traffic on that driveway would bring to the McDougald Street neighbours. It may also reduce the automobile borne prowlers on the property outside business hours.

The compass orientation is incorrect. McDougall Street is WNW of the Proposed Office Building, not north as portrayed in the Proposed Site Plan. This is a significant fact for myself and my even numbered address neighbours. The structure's height was unspecified, so I must make a guess. I guess for four stories above grade - 50 feet tall plus 100+ feet wide which means no direct sunlight into the rear yards until noon and no view of anything other than that building which is 20 feet taller than my home.

Third - parking. A larger building needs a larger parking lot. The proposed building is probably double the floor space of the building currently at 540 Albert Street East. The proposed parking area is a little more than double the size of the current on site parking area. This means that the proposed parking area is only equal to the total parking used by 540 Albert Street East at present because the current staff of this site park at a designated lot on the south side of Albert Street East opposite the junction of McDougald Street adjacent to the former Embers Restaurant. Even if this off site area is retained there may still be a deficit in parking as compared to present capacity when the proposed structure is completed.

Fourth - access to the parking lot. The Brock Street entrance of the proposal is closer to the Brock-Albert intersection than the current entrance. I leave that to the engineers to parse. The McDougald Street entrance is a mistake. The current 540 Albert Street East entrance requires a left hand turn off the left hand lane directly into the parking lot. An exit at this point from the parking lot to Albert Street East has a clear sight line of traffic due the setback of 540 Albert Street East. The proposed McDougald Street entrance requires a left hand turn from Albert Street East onto McDougald Street which has two way traffic and a 50 km/hr speed limit. It is also a narrow street - barely wider than the 6.0m specified for the parking lot entrance. It will be within three car lengths of the corner. A vehicle arriving on this route would contend with traffic who have made a similar left hand lane left turn from Wellington Street East to proceed southbound on McDougald Street. That southbound traffic would have a left hand turn into the parking lot, across the lane of the vehicle which had turned from Albert Street East. An exit from the parking lot onto McDougald Street brings its own issues. At either end of McDougald Street one makes a left hand turn onto a one way roadway, eastbound on Albert Street East or westbound on Wellington Street East. At either end the sight line for traffic is encroached upon by a building with little setback and requires a cautious creep forward to avoid collision with those who are turning onto McDougald Street.

Fifth - the building. Visual privacy for the abutting McDougald Street properties would seem to be a lost cause unless the windows on the adjacent side of the proposed building have some fancy orientation to minimise their outward view. There is no indication of the placement of HVAC or other sources of noise or pollution to minimise the amount shared with their direct neighbours, nor of any perimeter fencing or landscaping.

Lastly - a suggestion. If the applicant must place a too large building on a too small site at least put it the least intrusive location. Place it on the footprint of the current 540 Albert Street East structure, extending eastward within the site. This of course would require redeployment of the work force to a different site to allow demolition of the current building prior to construction rather than after. This has already happened during Covid shutdowns, so the question is how would this be insurmountable.

Update:

I discovered that the civic address of the Wellington Street East property served by the McDougald-Brock lane way was omitted in my submission.

The address is 525 Wellington Street East.

Thank you for your consideration.
Please notify me of the decision re application no.:A-11-21-Z.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NUMBER 2021-92

SHOPPING CARTS: A by-law to prevent and control the abandonment of shopping carts on City Property, Highways or any land within the City of Sault Ste. Marie outside of an Owner's Premises and to authorize the disposal by the City of abandoned Shopping Carts.

WHEREAS Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended ("*Municipal Act*") provides that the powers of a municipality 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 and 10 of the *Municipal Act* provides that the Corporation of the City of Sault Ste. Marie (the "City") has the capacity, rights, powers and privileges of a natural person, and may pass by-laws for prohibiting or regulating, for purposes considered necessary or desirable including the use and protection of public assets, social and environmental purposes, the delivery of services, and for the health, safety and well-being of persons under the authority of the *Municipal Act*;

AND WHEREAS subsection 127(c) of the *Municipal Act* authorizes municipalities to prohibit the depositing of refuse or debris on land without the consent of the owner or occupant of the land;

AND WHEREAS section 128 of the *Municipal Act* authorizes municipalities to prohibit and regulate public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS the Council of the City has determined that shopping carts which are deposited, disposed of or abandoned within the City of Sault Ste. Marie, including but not limited to land owned or occupied by the City of Sault Ste. Marie, constitute a public nuisance in that they may be a traffic hazard, impeded sidewalks and street maintenance and may be a risk to public safety or become unsightly;

AND WHEREAS Section 63 of the *Municipal Act* gives the Council of the City authority to prohibit the abandonment or disposal of an object on or near a highway;

AND WHEREAS Section 391 of the *Municipal Act* grants authority to the Council of the City to impose fees or charges on persons for services or activities provided by the municipality;

AND WHEREAS Section 446 of the *Municipal Act* provides that if a municipality has authority by by-law or otherwise to direct or require that a matter or thing be done, the municipality may, in the same or another by-law direct that in default of it being done by the person directed or required to do it, such matter or thing shall be done at the person's expense,

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

PART 1 – SHORT TITLE

1. This By-law shall be known as the “Shopping Cart By-law”.

PART 2 – DEFINITIONS

2. For the purposes of this By-law:
 - (a) “abandon” means to place, leave, park, stand or deposit a Shopping Cart, unattended, on any City Property, Highway, Private Property or other land within the City of Sault Ste. Marie that is outside of a Business Owner’s Premises;
 - (b) “Business Owner” shall mean a Person who owns or operates a business that provides shopping carts in connection with the said business;
 - (c) “Chief Building Official” means the Chief Building Official appointed under Section 3 of the *Building Code Act, 1992*, c.23 or his/her designates;
 - (d) “City” shall mean the City of Sault Ste. Marie, Province of Ontario;
 - (e) “City Property” shall mean any lands, buildings or structures owned, leased or occupied by the City;
 - (f) “Director” means the Director of Public Works and Engineering Services or his/her designates;
 - (g) “Highway” means a common and public highway, street, road, avenue, parkway, lane, driveway, boulevard, sidewalk, square, place, bridge, aqueduct, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles or persons and includes the area between the lateral property lines of any highway or road allowance including any curbs, gutters, culverts and retaining walls;
 - (h) “Person” shall include an individual, partnership or corporation;
 - (i) “Premises” means the entire area owned or used by a Business Owner, including the parking area provided in relation to such business;
 - (j) “Private Property Owner” shall mean a Person who owns any Private Property within the City of Sault Ste. Marie;
 - (k) “Private Property” shall mean the land, other than City Property around or appurtenant to the whole or any part of the exterior of a residential or non-

residential property and used or capable of being used in connection the property, and includes vacant property;

- (l) “Shopping Cart” shall mean any device made available by a Business Owner to the customers of that business for the conveyance of goods purchased from the business while on the Business Owner’s Premises or the associated parking area; and
- (m) “Shopping Cart Management System” shall mean any physical structure or device, signage, service or other demonstrable measure taken to prevent the unauthorized removal of shopping carts from a Business Owner’s Premises during business hours and ensures that Shopping Carts are secured from public access after close of business daily.

PART 3 – APPLICATION

- 3. This By-law applies to all City Property, Highway, Private Property and any other land within the City.

PART 4 – SHOPPING CART MANAGEMENT SYSTEM

- 4. Every Business Owner shall develop and put into place an approved Shopping Cart Management System for each Business Owner’s Premises that is to the satisfaction of the City’s Director in accordance with Section 5 and 6 of this By-law.
- 5. Every Business Owner shall develop and file with the City’s Director the full particulars of a proposed Shopping Cart Management System for each Business Owner’s Premises, which shall include the following:
 - (a) the Business Owner’s name, street address, telephone number, facsimile number and email address;
 - (b) the name, phone number and email address of a contact person for the Business Owner for the purposes of all matters set out in this By-law;
 - (c) full particulars and details of the Shopping Cart Management System for the Business Owner’s Premises;
 - (d) full particulars including timelines of how the Business Owner shall retrieve and return any abandoned Shopping Carts outside of the Business Owner’s Premises if the Business Owner becomes aware of same or in the event of notice of same by the City;
 - (e) general description of the Business Owner’s Shopping Carts including easily identifiable features (ie. colour, Business Owner’s name); and
 - (f) any other information as may be requested by the Director.
- 6. Upon receipt of the proposed Shopping Cart Management System as set out in Section 5 above, the Director shall review and provide written notice of approval or rejection of the proposed Shopping Cart Management System to the Business Owner.

7. If rejected by the Director pursuant to Section 5 herein, the Business Owner shall make any necessary amendments to the proposed Shopping Cart Management System and refile same with the Director for consideration until such time as the Business Owner develops an approved Shopping Cart Management System that is to the satisfaction of the City's Director.
8. In the event that a Business Owner desires to amend an approved Shopping Cart Management System, the Business Owner shall file a letter setting out full particulars of any proposed amendments to the Director in advance and seek approval of same. The Director shall promptly review and provide written notice of approval or rejection of any such amendments to the Shopping Cart Management System of the Owner.
9. In the event that the Director subsequently determines that an approved Shopping Cart Management System is no longer satisfactory, the Director shall give notice to the Business Owner who shall forthwith submit a new Shopping Cart Management System to the Director in accordance with Section 5 of this By-law for review by the Director.
10. The Director's decision in Section 7, 8 and 9 of this By-law is final.
11. Every Business Owner shall fully adhere to and comply with their approved Shopping Cart Management System.
12. The Business Owner's name shall be affixed, permanently and easily visible on each Shopping Cart.

PART 5 - PROHIBITIONS

13. No Business Owner shall allow or otherwise permit a Shopping Cart owned or used by the Business Owner's business to be removed from the Business Owner's Premises.
14. No Business Owner shall allow or otherwise permit a Shopping Cart owned or used by the business to be abandoned, placed, left, deposited or stopped on any City Property, Highway or any land within the City of Sault Ste. Marie that is outside of the Business Owner's Premises.
15. No Private Property Owner shall allow or otherwise permit a Shopping Cart to be abandoned, placed, left, deposited or stopped on its Private Property.
16. No Person shall remove a Shopping Cart from the Business Owner's Premises that owns or uses the Shopping Cart.
17. No Person shall place, leave, deposit or stop, or permit to be placed, left, deposited or stopped, a Shopping Cart on or near a Highway, on City Property, on Private Property or on any land within the City of Sault Ste. Marie that is outside of the Business Owner's Premises.

18. Sections 13 to 17 inclusive of this By-law do not apply to a Shopping Cart that is:
- (a) being transferred back to the Business Owner's Premises by a Business Owner or Private Property Owner;
 - (b) being disposed of by a Business Owner or Private Property Owner in a manner that does not infringe on any requirements set out in this By-law; or
 - (c) being collected, removed and disposed of by the Director, Chief Building Official or an authorized agent of the City pursuant to the terms and conditions set out in this By-law.

PART 6 – ENFORCEMENT

A. *Shopping Cart on City Property*

19. Upon discovery of a Shopping Cart on City Property or a Highway:
- (a) the Director, Chief Building Official, or an authorized agent of the City may collect, remove and dispose of the Shopping Cart, or
 - (b) the Chief Building Official may provide written notice to the Business Owner of the abandoned Shopping Cart as identified by the name on the Shopping Cart of the breach of a condition of this By-law and require that the Business Owner collect the abandoned Shopping Cart by a date and time specified by the City in the written notice and comply with the By-law.

The reasonable time for compliance shall be determined by the Chief Building Official or the Director.

20. In the event that the Chief Building Official provides written notice to the Business Owner as set out in Section 19(b) of this By-law, and the time set out in the notice has passed, the Chief Building Official may, pursuant to Section 436(1) and (2) of the *Municipal Act, as amended*, inspect the City Property and/or Highway for the purpose of determining if the Business Owner has complied with the written notice set out in Section 19(b) of this By-law.
21. If after an inspection under Section 20 of this By-law, the Chief Building Official determines that the Business Owner has failed to comply with the written notice set out in Section 19(b) of this By-law:
- (a) the Chief Building Official or an authorized agent of the City may collect, remove and dispose of the Shopping Cart at the expense of the Business Owner; and
 - (b) the cost of such work referred to in Section 21(a) herein and any associated administrative fees shall be then due and payable by the Business Owner to the City, added to the tax roll and collected and recovered by the City in the same manner as municipal taxes pursuant to Section 398 of the *Municipal Act, as amended* or any other applicable authority.

22. In the event that the Director, the Chief Building Official, or an authorized agent of the City collects, removes and/or disposes of a Shopping Cart pursuant to Section 19(a) of this Bylaw, the cost of such work and any associated administrative fees shall be then due and payable by the Business Owner to the City, added to the tax roll and collected and recovered by the City in the same manner as municipal taxes pursuant to Section 398 of the *Municipal Act, as amended* or any other applicable authority.

B. Shopping Cart on Private Property or Any Other Land in the City

23. The Chief Building Official or an authorized agent of the City may pursuant to Section 436(1) and (2) of the *Municipal Act, as amended*, enter onto Private Property or any other land within the City, to inspect same for the purpose of determining if a Private Property Owner and/or Business Owner is in compliance with this By-law.

24. Upon discovery of a Shopping Cart on Private Property or any other land within the City that is not a Highway or City Property, the Chief Building Official may provide written notice to:

- (a) the Business Owner of the abandoned Shopping Cart as identified by the name on the Shopping Cart; and/or
- (b) the Private Property Owner of the lands wherein the abandoned Shopping Cart has been placed, left, parked, stood or deposited,

of the breach of a condition of this By-law and require that the Business Owner and/or Private Property Owner, as determined by the Chief Building Official in his/her sole discretion, collect the abandoned Shopping Cart by a date and time specified in the written notice and comply with the By-law. The reasonable time for compliance shall be determined by the Chief Building Official.

25. In the event that the Chief Building Official provides written notice to the Business Owner and/or Private Property Owner as set out in Section 24(b) of this By-law, and the time set out in the notice has passed, the Chief Building Official may in accordance with Section 436(1) and (2) of the *Municipal Act, as amended*, enter into the Private Property or any other land within the City to inspect the Private Property or any other land within the City for the purpose of determining if the Business Owner and/or Private Property Owner has complied with the written notice set out in Section 24(b) of this By-law.

26. If after an inspection under Section 25 of this By-law, the Chief Building Official determines that the Business Owner and/or Private Property Owner has failed to comply with the written notice set out in Section 24 of this By-law:

- (a) the Chief Building Official or an authorized agent of the City may collect, remove and dispose of the Shopping Cart at the expense of the Business Owner and/or the Private Property Owner, and the allocation of expenses shall determined by the Chief Building Official; and
- (b) the cost of such work and any associated administrative fees shall be then due and payable by the Business Owner and/or the Private Property Owner to the

City, added to the tax roll and be collected and recovered by the City in the same manner as municipal taxes pursuant to Section 398 of the *Municipal Act, as amended* or any other applicable authority.

C. General Enforcement Provisions

27. In the event that the Chief Building Official or Director cannot determine the Business Owner of the Shopping Cart from a visual inspection of the Shopping Cart or the Business Owner cannot reasonably be located, the Director, Chief Building Official, or an authorized agent of the City may forthwith sell, recycle or otherwise dispose of the abandoned Shopping Cart.
28. For the purposes of Part 6 – Enforcement of this By-law, the written notice required to be sent by the City shall be deemed to have been provided to:
 - (a) the Business Owner upon sending such written notice to the contact person of the Business Owner provided as per Section 5(b) of this By-law by facsimile transmission, regular letter mail or email or by leaving a copy of the written notice at the Business Owner's Premises; and
 - (b) the Private Property Owner upon sending such written notice to the registered owner of the Private Property by regular letter mail or by leaving a copy of the written notice at the relevant Private Property of the Private Property Owner.
29. Without limiting the enforcement provisions set out in Sections 19-26 inclusive herein and in conjunction with achieving compliance with this By-law, prosecution may proceed against a Business Owner, Private Property Owner and/or a Person for a breach of the terms of this By-law.

PART 7 – OFFENCES AND PENALTIES

30. This By-law may be enforced by a police officer or a municipal by-law enforcement officer, who shall also have inspection powers as described in Section 436 of the *Municipal Act, 2001, as amended*.
31. Any person who contravenes a provision of this By-law is guilty of an offence and shall upon conviction be liable to a penalty of not more than \$5,000.00 for each offence, exclusive of costs. Each day that such offence is committed, or permitted to continue, shall constitute a separate offence and may be punishable as such. Such fines shall be recoverable under the *Provincial Offences Act*, R.S.O. 1990, c.P.33 as amended or any successor thereof.
32. Where a person has been convicted of an offence under this By-law, the Court may, in addition to any other penalty imposed on the person convicted, issue an Order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the person convicted, directed toward the cessation of the continuation or the repetition of the offence.

PART 8 – GENERAL PROVISIONS

33. If a court of competent jurisdiction declares any provision or part of any provision of this By-law to be invalid or to be of no force and effect, it is the intention of the City in enacting this By-law that each and every other provision of this By-law be applied and enforced to the extent possible according to law.
34. All references in this By-law to the singular are to be read as the plural and vice versa, as the context requires.

PART 9 – EFFECTIVE DATE

35. This By-law comes into effect on September 7, 2021.

PASSED in open Council this 31st day of May, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-98

PARKING: (P7.4) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE “A” TO BY-LAW 93-165 REPEALED**

Schedule “A” to By-law 93-165 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Jason Levesque	101
Brian Ford	104
Sean Miller	107
Timothy Moreland	108
Arian Finlayson	109
James Kemp	110
Anthony McCoy	111
Edward Thorold	112

Brady Bishop	125
Orrette Robinson	126
Anthony Rocca	127
Chelsea Dokis	129
Ryan Vendramin	130
Ravi Kumar	131
Daniel Roussain	132
Aashmeen Thind	133
Cody Poirier	134
Jordan Gregorini	135
Michael Steinburg	136
Marc Flumian	137
Michael Heptbourne-Fletcher	138
Rajneesh Kumar	139
Anthony Gallagher	140
Thibault, Liam	141
Merrifield, Jason	142

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-99

STREET ASSUMPTIONS: A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

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. **STREETS ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets or parts of streets more particularly described in Schedule "A" attached to this by-law.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2021-99

DENWOOD DRIVE

PIN 31489-0308 (LT)

FIRSTLY: DENWOOD DR PL H642 RANKIN LOCATION; SECONDLY: 1
FT RESERVE PL H642 RANKIN LOCATION ADJOINING THE SE LIMIT
OF DENWOOD AV; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-100

LANE ASSUMPTION: A by-law to assume for public use and establish as a public lane, the lane more particularly described as PT PIN 31590-0276 (LT) 12 FT LANE PL M30 KORAH ALONG LT 203 ONLY; CITY OF SAULT STE. MARIE, Harris & Buckley 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 PT PIN 31590-0276 (LT) 12 FT LANE PL M30 KORAH ALONG LT 203 ONLY; CITY OF SAULT STE. MARIE, Harris & Buckley Subdivision.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2021

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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. 2021-102

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 2176 Queen Street East (Ruscio Masonry and Construction Limited c/o Dave Ruscio).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **2176 QUEEN STREET EAST; LOCATED ON THE NORTH SIDE OF QUEEN STREET EAST, APPROXIMATELY 225M EAST OF ITS INTERSECTION WITH BOUNDARY ROAD; CHANGE FROM C4.S TO C4.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 13/1-12 of Schedule “A” to By-law 2005-150, is changed from C4.S162 (General Commercial) zone with a “Special Exception” to C4.S162 Amended (General Commercial) zone with an amended “Special Exception” to Block A therein only and the heading of Block B.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by repealing Block A and the heading of Block B only from section 2(162) and adding the following:

“Block A – 2176 Queen Street East

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of Queen Street East, approximately 225m east of its intersection with Boundary Road and having civic no. 2176 Queen Street East and outlined and marked “Subject Property” on the map attached as Schedule 162 hereto is changed from C4.162 (General Commercial) zone with a “Special Exception” to C4.162 Amended (General Commercial) zone with an amended “Special Exception” to in addition to those uses permitted in a C4 zone save for accommodation services, day care facilities, nursing and residential care facilities, residential dwellings on the subject property:

- 1) Permit a personal storage facility without the requirement that such facility be in association with a Motor Vehicle Sales and Parts Dealer;
- 2) Establish any building shall be setback a minimum of 8m from the west lot line and 10 m from the rear lot line;
- 3) Permit a visually solid fence as a component that may be used to visually screen outdoor storage areas; and.
- 4) Prohibit any automobiles, boats or recreational vehicles that are wrecked, dismantled or inoperative.

Block B – 65 Simon Avenue”

3. **SCHEDULE “A”**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

5. **REPEAL**

By-law 2017-16 shall be repealed.

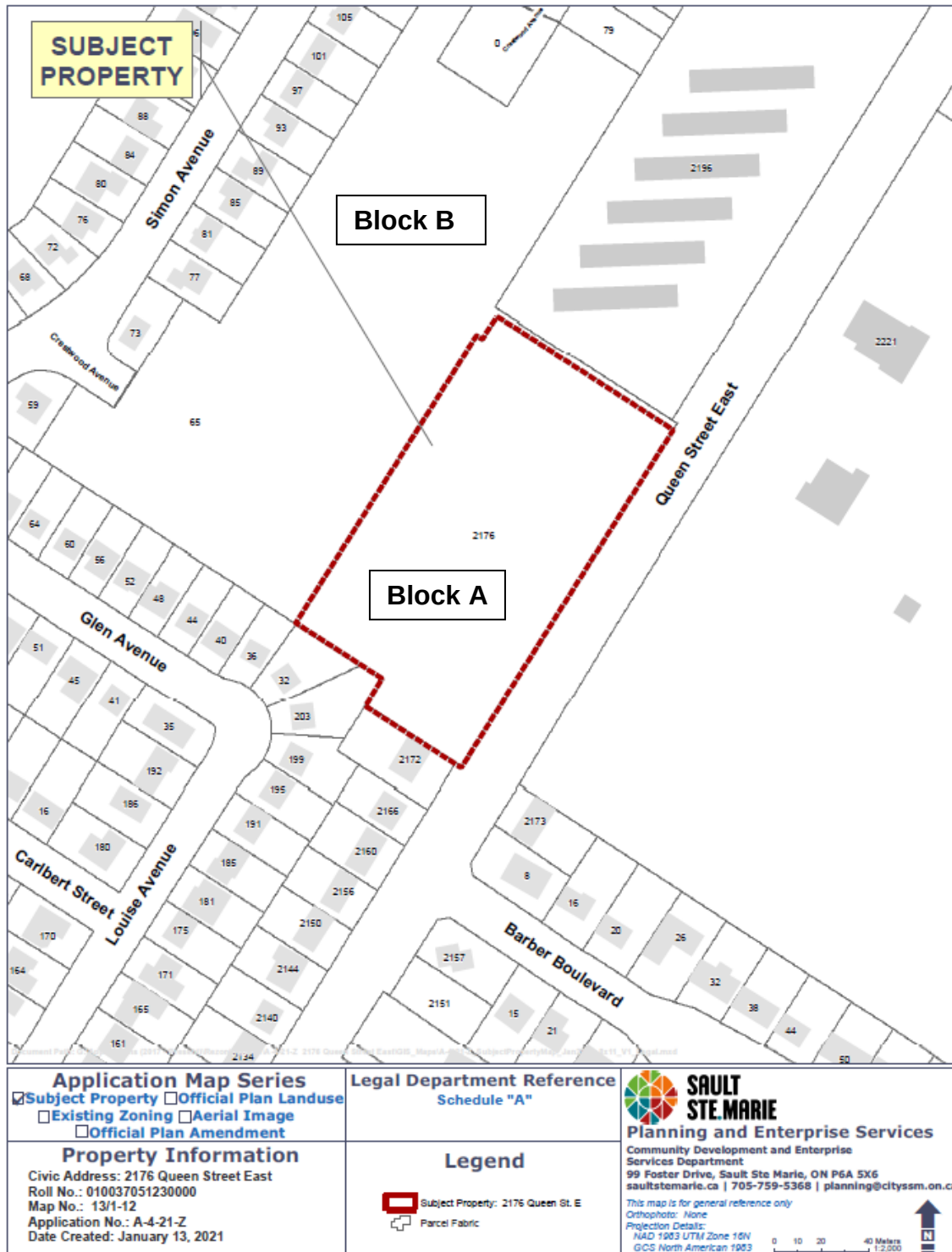
PASSED in Open Council this 31st day of May, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2021-102 AND
SCHEDULE 162 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-103

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 233 to the Official Plan for the City of Sault Ste. Marie (Ruscio Developments Inc. c/o Joe Ruscio 885 Second Line East).

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

1. The Council hereby adopts Amendment No. 233 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 31st day of May, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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**AMENDMENT NO. 233
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Schedule “C” of the Official Plan.

LOCATION

PT SEC 32 TARENTORUS AS IN T224557 EXCEPT PT 16 T83525 & PT 1 1R12972; SAULT STE. MARIE, Located on the south side of Second Line East, approximately 85 metres east from the intersection of Pine Street and Second Line East. Civic Number 885 Second Line East.

BASIS

This Amendment is necessary in view of a request to permit certain industrial uses on the subject property.

The proposal does not conform to the existing Land Use map (Schedule C) of the Official Plan.

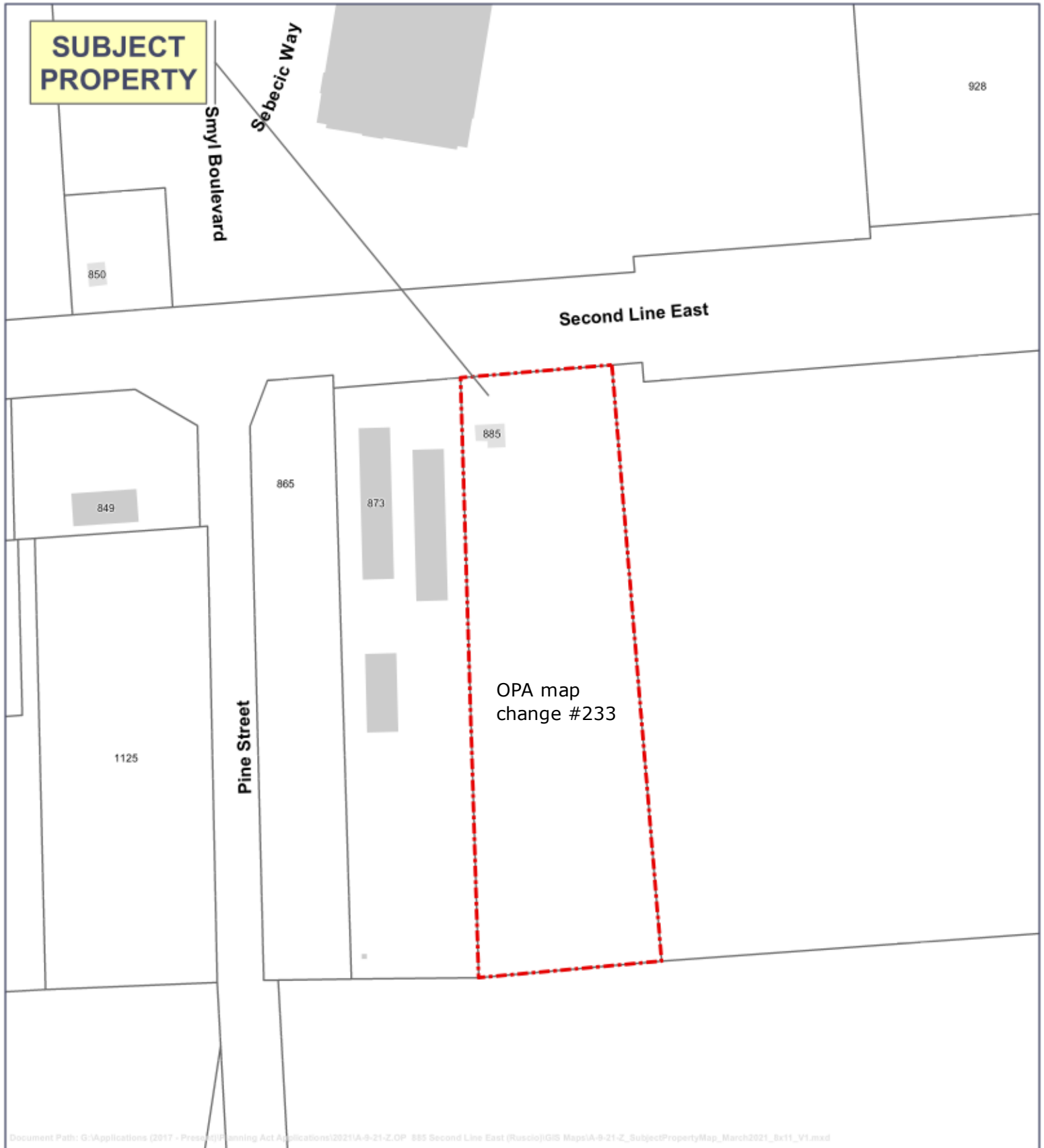
Council now considers it desirable to amend the Schedule C of Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C to the Sault Ste. Marie Official Plan is hereby amended by re-designating the subject property from Residential to Industrial.

INTERPRETATION

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



Document Path: G:\Applications (2017 - Present)\Planning Act Applications\2021\A-9-21-Z-OP 885 Second Line East (Ruscio)\GIS Maps\A-9-21-Z_SubjectPropertyMap_March2021_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
Property Information Civic Address: 885 Second Line East Roll No.: 030080087000000 Map No.: 72/1-77 Application No.: A-9-21-Z Date Created: April 7, 2021	Legend  Subject Property: 885 Second Line East  Parcel Fabric Page 220 of 632	 

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-104

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 885 Second Line East (Ruscio Developments Inc. c/o Joe Ruscio).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **885 SECOND LINE EAST; LOCATED ON THE SOUTH SIDE OF SECOND LINE EAST APPROXIMATELY 85M EAST OF ITS INTERSECTION WITH PINE STREET; CHANGE FROM RA TO M1**

The zone designation on the lands having civic address 885 Second Line East shown as "Subject Property" on the map attached to this by-law, which property is shown on Map 72/1-77 of Schedule "A" to By-law 2005-150 is changed from RA (Rural Area) zone to M1 (Light Industrial) zone.

2. **SCHEDULE "A"**

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

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 233.

PASSED in Open Council this 31st day of May, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2021-104



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-105

DEVELOPMENT CONTROL: A by-law to designate the lands located at 885 Second Line East an area of site plan control (Ruscio Developments Inc. c/o Dave Ruscio).

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

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule “A” attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council’s powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule “A” to this by-law.

3. **SCHEDULE “A”**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2021\\Second Line East, 885\\2021-105 (DC) 885 Second Line East.docx

SCHEDULE "A" TO BY-LAW 2021-105



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-106

ZONING: A by-law to amend The Corporation of the City of Sault Ste. Marie Zoning By-law 2005-150.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. BY-LAW 2005-150 AMENDED

By-law 2005-150 is amended by adding below section 5.4.4 the following:

"5.4.5 EXEMPTIONS FOR OUTDOOR PATIO PARKING

- A. "Seasonal outdoor patios" are defined as not intended for year-round operation and which operate less than 200 days each year. Seasonal outdoor patios do not require any additional parking provided that: Only up to 25% of other required parking is used for a seasonal outdoor patio that does not abut a residentially zoned property.
- B. Any owner or operator of an outdoor patio shall ensure that all required barrier free parking spaces must be maintained."

2. EFFECTIVE DATE

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

PASSED in open Council this 31st day of May, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-107

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Soo Thunderbirds Hockey Club Incorporated for the use of the John Rhodes Community Centre.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated May 31, 2021 between the City and Soo Thunderbirds Hockey Club Incorporated, a copy of which is attached as Schedule "A" hereto. This Agreement is for use of the John Rhodes Community Centre.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2021\2021-107 Soo Thunderbirds Hockey Club Incorporated Agreement.docx

Schedule "A"

THIS AGREEMENT made in duplicate this 31st day of May, 2021.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")

- and -

S00 THUNDERBIRDS HOCKEY CLUB INCORPORATED
(hereinafter called the "Club")

WHEREAS the City is the owner and operator of the John Rhodes Community Centre;

AND WHEREAS the Club has been sponsored as a Junior "A" hockey team in the Northern Ontario Junior Hockey Association;

AND WHEREAS the City and the Club have come to an agreement in respect to the use of the John Rhodes Community Centre.

NOW THEREFORE the parties agree as follows:

1. TERMOFAGREEMENT

This Agreement shall be in force for one year from June 1, 2021 to May 31, 2022 (the "Term") provided that the Club has an option to renew this Agreement on a year-to-year basis subject to successful negotiations between the City and the Club on a renewal. The Club shall provide at least two months' written notice to the City of its intent to renew.

2. PREMISES

- (a) The City agrees to provide for the use of the Club the ice surface at the John Rhodes Community Centre for games (the "Premises"). The City will confirm game dates by way of issuing a permit.
- (b) The practices will be at the John Rhodes Community Centre Arena 2. However, the parties acknowledge that practices may be required to be held elsewhere if there is a special event being held at the ice surface at the John Rhodes Community Centre. The City will confirm practice times through the issuing of a permit.
- (c) Notwithstanding this section, the Club acknowledges and agrees that the GFL Memorial Gardens, which is owned and operated by the City, is a suitable alternative to the Premises in the event that the Premises are not available for a game or practice, and that the terms contained herein shall apply to the Club's use of the GFL Memorial Gardens with necessary modifications. The City shall not be responsible for any losses or damages as a result of the Club's use of the GFL Memorial Gardens as an alternative to the Premises, as required.

3. **ICE CONDITION**

The City agrees to keep the ice surfaces in the Premises in a reasonable playing condition at its expense and to provide attendants to resurface the ice at normal times for games.

4. **GAME TIMES**

Game times are subject to the consent of the City, such consent not to be unreasonably withheld. The City agrees to block out 3.0 hours for games.

5. **PRACTICE TIMES**

The Club shall be allowed to practice at the Premises between 3:30 p.m. and 5:00 p.m. four (4) times per week between Monday and Friday.

6. **STAFFING AND SECURITY**

- (a) The Club shall, at its sole responsibility and expense, provide staff for selling and taking tickets, for security and for ushers.
- (b) If the City determines, at its sole discretion, that additional security is necessary it shall be provided by the Club at the expense of the Club and shall be arranged between the City and the Club through the Community Centres Division.
- (c) The Club shall, at its sole expense, provide Police Officers for security purposes whenever same is recommended or required by the Northern Ontario Junior Hockey League's by-laws.

7. **RENT TO CITY**

(a) **Ice Rental Rate**

The Club agrees to pay to the City rent for games at the normal hourly ice rental rate charged by the City for "organized hockey".

(b) **Payment Terms for Practice Time**

With respect to the costs for practice time the Club agrees to pay for the cost for practice time as follows:

- First \$35,000.00 of gate receipts - no charge.
- Next \$5,000.00 of gate receipts - 10% to the City and 90% to the Club.
- Next \$5,000.00 of gate receipts - 15% to the City and 85% to the Club.
- Remaining gate receipts - 20% to the City and 80% to the Club.

(c) **Payment Terms for Outstanding Debt, Ice Time, and Services**

The Club agrees to pay the City for the game and ice time used, and services (such as security and cashier services) as follows:

- The Club agrees to remain current with regards to their invoices. Specifically, the Club shall pay their invoices, in full, within 30 days of receiving same, as required by the City.
- In the event that the Club does not abide by the Agreement with regards to the payment for its current invoice, staff will report to Council for its consideration.

(d) Financial Transparency

The Club agrees that its financial records and accounting statements shall be submitted to the City upon request for the purposes of determining when the costs of the practice time are paid for by the revenues as well as for determining advertising revenue.

8. ADVERTISING REVENUE

- (a) The Club may sell advertising in John Rhodes Arena 2 on Rink Boards, walls, Ice Logos, and banners.
- (b) The Club agrees to remit to the City 10% of any revenue derived from advertising.
- (c) The Club may request permission to sell advertising in other areas of the Premises from the Manager of Community Centres. The Club agrees to remit to the City 10% of any revenue derived from same.
- (d) All advertising on ice ("Ice Logos") is also subject to the following conditions:
 - All costs related to the installation, maintenance and de- installation of Ice Logos will be charged to the Club by the City and the City shall not be responsible for any damage caused to same;
 - Ice Logos shall be purchased from Jet Ice; and
 - All Ice Logos and a plan for the layout of same shall be submitted to the Manager of Community Centres by June 2, 2021 for approval.
- (e) All advertising on hanging banners ("Banners") is also subject to the following condition:
 - All installation, maintenance, and de-installation of Banners shall be completed at a time and by a means that are agreeable to the City.
- (f) In addition to the aforementioned conditions, all advertising is also subject to the following conditions:
 - A mockup of each advertisement must be presented for approval to the Manager of Community Centres prior to the sale of advertising space;

- Each advertisement shall be installed by a contractor that is pre-qualified with the City's Contractor Pre-Qualification Program;
- All equipment required for the safe installation, maintenance, and de-installation of advertisements will be charged to the Club;
- All materials and costs related to the installation, maintenance, and de-installation of advertisements are the sole responsibility of the Club and the City shall not be responsible for any damage caused to same; and
- Advertisements may from time to time be covered by the City to accommodate Regional, Provincial, and National events without compensation to the Club. The City agrees to provide reasonable notice of same to the Club, remove the covering material at its sole expense upon the respective events' conclusion, and to pay for any damage caused to advertisements as a result of the covering and uncovering. The Club shall give notice of the covering to each advertiser affected.

(g) The Club agrees that no advertising will be sold for a period that extends beyond the Term of this Agreement unless the agreement between the advertiser and the Club allows for annual billings and contains a termination provision that is satisfactory to the City.

(h) The Club shall retain all revenue derived from ticket sales and program sales as well as any revenue derived from the sale of souvenirs and novelty items.

9. CONCESSION SALES

The City shall retain all revenues derived from concession sales for Club events.

10. EQUIPMENT AND DRESSING ROOMS

(a) The City shall provide the Club with a dressing room at the Premises during games. It shall be the responsibility of the Club to furnish and equip the Premises' dressing room #5 at its expense. The City shall provide the Club a portion of a storage room at the Premises for the Club's exclusive use.

(b) It is understood and agreed that any and all equipment which the Club may store at the Premises shall be stored at the risk of the Club and the City shall not be responsible for any loss of or damage to the equipment.

(c) The Club agrees to maintain all areas provided to the Club by the City under this Agreement in a neat and tidy condition and to be responsible for any maintenance or renovations not ordinarily provided by the City for other groups in the Premises.

11. BROADCAST AND TELEVISION RIGHTS

All radio and television broadcasting rights are the property of the Club.

12. CHARITABLE ORGANIZATIONS OPERATING DRAWS AND RAFFLES

- (a) The right of any organization to operate charitable fund raising draws during a Club game shall be at the sole discretion of the Club and shall be negotiated between the Club and the charitable organization in question in accordance with applicable laws, regulations and by-laws.
- (b) If the Club wishes to hold any type of lottery scheme such as a raffle it shall obtain the appropriate lottery license and comply with applicable laws, regulations and by-laws. A "raffle" is a lottery scheme where tickets are sold for a chance to win a prize in a draw. The different types of raffle schemes are usually identified by the method of determining the winner. Raffle prizes may consist of merchandise, cash, or a combination of the two. Please refer to the City of Sault Ste. Marie's "Alcohol Risk Management Policy - Section C Lottery License Requirements" for additional details.

13. UNFORESEEN CAUSES

The Club agrees that the City shall incur no liability to the Club for failure to perform any of the covenants or conditions herein contained if such failure is due to acts of God, strikes, equipment failure, required repairs and renovations or other causes beyond the control of the City.

14. INSURANCE AND LIABILITY

- (a) Both parties hereto covenant and agree to provide for the protection of each other and the general public, public liability and property damage insurance policies in the amount of at least \$5,000,000.00 each at its own expense. Written proof of said insurance shall be provided to the City's Legal Department before the commencement of the Term. The Insurance Certificate shall be the CSIO Form and satisfactory to the City Risk Manager.
- (b) The Club will from time to time and at all times hereafter well and truly save, defend and keep harmless and fully indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the City, its respective officers, servants or agents, or any of them, by reason of or on account of loss or damage to property or injury (including death) to any person who enters, occupies or uses a part of the Premises for the purpose of attending or participating in any event in respect of which the Club occupies the Premises.
- (c) The City will from time to time and at all times hereafter truly save, defend and keep harmless and fully indemnify the Club from and against all actions, suits, claims, executions and demands of any nature whatsoever which may be brought against or made upon the Club from and against all losses, costs, charges, damages, liens and expenses which may be sustained, incurred, or

paid by the Club by reason, or on account, or in consequence of, or arising out of any act or omission by the City under this Agreement.

15. TAXES

- (a) The City shall, if engaged by the Club to sell game tickets, pay the Club any money collected pursuant to the Harmonized Sales Tax and it shall be the sole responsibility of the Club to remit that money to the Federal Government.
- (b) Any realty taxes that may be assessed against the City as a result of the Club's use the Premises shall be paid by the Club.
- (c) The City is licensed to collect and submit music tariffs for the Society of Composers, Authors and Music Publishers of Canada ("SOCAN"), and the cost of SOCAN fees shall be the responsibility of the Club. The Club shall pay all other entertainment tariffs directly to the applicable group or agency and provide the City with confirmation of same upon request. The Club shall accept complete responsibility for any performance of copyright-protected music and agrees that the City will be in no way responsible for any infringement of copyright which may occur on the premises during the Event.

16. SMOKE-FREE FACILITY

The Club acknowledges that the Premises is a smoke-free facility. It shall be the responsibility of the Club to assist the City in enforcing this by-law with respect to any employees or personnel associated with the Club.

17. CANCELLATION

The City reserves the right to cancel or reschedule any date and time allotted to the Club upon giving the Club reasonable notice. In the event that the Club has to cancel a game or practice, the Club is required to provide at least fourteen (14) days' notice to the City to allow the City to lease the facility to another interested group(s). In the event that the Club fails to give notice as required and the City is unable to lease the facility, regular rental charges set out in this Agreement will apply.

18. APPLICATION OF LEGISLATION

The City shall incur no liability in the event that legislation is enacted by a provincial or federal government which has the effect of frustrating the intent of the parties as evidenced by this Agreement.

19. BINDING EFFECT

The parties hereto agree that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto, and their executors, administrators and permitted assigns, that all covenants herein shall be construed as being joint and several, and that, when the context so requires or permits the singular number shall be read as if the plural were expressed, and

the masculine gender as if the feminine or neutral, as the case may be, were expressed.

20. ASSIGNMENT OF AGREEMENT

The parties hereto covenant and agree that this Agreement shall not be assigned without the consent of the City, such consent not to be unreasonably withheld. The transfer of a controlling interest in the shares of the Club shall be considered an assignment of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SOO THUNDERBIRDS HOCKEY CLUB INCORPORATED

Per: _____
NAME:

TITLE:

I have the authority to bind the corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-108

AGREEMENT: A by-law to authorize the execution of the Agreement and Memorandum of Understanding between the City and My Community Health Inc. for a six month pilot project for the CommunityPass app.

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 and Memorandum of Understanding dated May 31, 2021 between the City and My Community Health Inc., a copy of which are attached as Schedule "A" and Schedule "B" hereto. This Agreement and Memorandum of Understanding is for a six month pilot project for the CommunityPass app.

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 31st day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

Schedule "A"

Data Sharing Agreement

This Data Sharing Agreement ("Agreement") is made this 31st day of May, 2021 ("Effective Date")
BETWEEN:

The Corporation of the City of Sault Ste. Marie

Hereinafter referred to as "The Client"

and

My Community Health Inc.

Hereinafter referred to as "MCHI"

(Each a "Party/" and collectively, the "Parties")

WHEREAS:

- A. The Client strives to provide contact tracing efforts according to evidence based guidelines and standards, promotes and protects the health and well-being of the community it serves.
- B. The goal of MCHI is to improve screening, contact tracing efficiency, and keep the community safe throughout, and beyond, the pandemic by way of the provision to the public, use of the CommunityPass application (the "app").
- C. CommunityPass is a secure cloud-based app that tracks the time registered users enter and exit a facility and allows for the recall of this data for The Client to track staff and visitor screening responses. Push notifications can be sent from The Client to employees or selected groups of users from a desktop interface to share important institution or public health information.
- D. MCHI will provide a desktop interface to The Client to access data for contact tracing and to send push notifications.
- E. The Parties will exchange certain data that is confidential and must be afforded special treatment and protection.
- F. The data exchanged by the Parties may be used or disclosed only in accordance with this agreement, and provincial and federal law.

FOR VALUABLE CONSIDERATION the receipt and sufficiency of which are acknowledged by each Party, the Parties covenant and agree as follows.

1) PRIVACY and PERSONAL HEALTH INFORMATION (hereinafter referred to as the “PHI”)

The Parties acknowledge and agree that:

- a) The Client is a "health information custodian" or an "agent" within the meaning of the *Personal Health Information Protection Act, 2004* ("PHIPA").
- b) In this Agreement, "data" means information retrieved through the interface that may include a user's contact information.
- c) The data that will be provided by MCHI under this Agreement to The Client, does not contain PHI within the meaning of PHIPA.
- d) The Client may provide general statistical information to MCHI on effectiveness of data for quality control purposes.

2) JOINT OBLIGATIONS

Without limiting the generality of Section 1 above, each Party will:

- a) Co-operate with the other, including sharing any required information, in producing a privacy impact assessment ("PIA") of the disclosure and collection of PHI under this Agreement.
- b) Notify the other Party promptly if it becomes aware that any data has been lost, misdirected or otherwise subject to unauthorized collection, use, disclosure, modification or destruction.
- c) Co-operate with the other Party in regard to any inquiry, complaint or investigation relating to PHI in a report or more generally, the sharing of PHI under this Agreement.
- d) Ensure that its personnel who will be engaged in the disclosure and collection of the data are aware of its obligations under this Agreement; and
- e) Will designate and maintain in place an individual who will act as a single point of contact for each of the Parties in connection with all matters arising or connected to this Agreement, and will be responsible for their respective Party's compliance with the PHIPA and a privacy policy and practices that are consistent with PHIPA.

3) TERM AND TERMINATION

The Parties agree that:

- a) This Agreement will commence on the Effective Date and remain in force until November 30, 2021, unless terminated by a Party in accordance with Subsection 3 (b) below or the term is altered by mutual agreement of the Parties in accordance with the Subsection 5 (c) below.
- b) Either Party may terminate this Agreement on thirty (30) days prior written notice to the other Party.

4) DISPUTE RESOLUTION

Any disagreement or dispute between the Parties with respect to the performance of this Agreement or the interpretation of any provision of this Agreement ("Dispute") will be:

- a) First referred to the Chief Executive or Administrative Officers (or delegate) of the affected Parties;
- b) Failing resolution of the Dispute within thirty (30) business days of the referral, or such other period as agreed to by the affected Parties, this Dispute shall be determined by the appointment of a single arbitrator to be agreed between the Parties; and
- c) Any legal proceedings as a result of a Dispute between the Parties will be held in Sault Ste. Marie, Ontario, Canada.

5) INJUNCTIVE RELIEF

Notwithstanding the dispute resolution process set out above, any Party may seek injunctive or other interim relief from a court of competent jurisdiction from a breach or reasonably likely breach of this Agreement that had or may reasonably threaten the confidentiality of PHI and/or the privacy of the potential user to whom it relates, as the case may be.

6) GENERAL

- a) **Relationship.** Nothing in the Agreement will be interpreted or construed so as to imply, constitute or create a partnership, employment, joint venture or agency relationship between the Parties and nothing in this Agreement, or arising from the terms of this Agreement, will be interpreted or construed to confer on either Party any right, authority or power to act for, or to assume, create or undertake any obligation or responsibility on behalf of the other Party.

- b) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements and understandings, collateral, oral or otherwise.
- c) **Amendment.** No amendment of this Agreement will be effective unless in writing and executed by both Parties.
- d) **Assignment.** No assignment of this Agreement by either Party will be effective unless agreed to in writing by the other Party. This Agreement will be binding upon and ensure to the benefit of the Parties and their respective successors and permitted assigns.
- e) **Governing Law.** This Agreement will be interpreted, construed, and governed by and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario (other than any conflict of law rules that would result in the choice of laws of another jurisdiction). The Parties agree to submit to the exclusive jurisdiction of the courts of Ontario.
- f) **Survival.** Those sections of this Agreement which, by the nature of the rights or obligations set out in them might reasonably be expected to survive any termination or expiry of this Agreement, (including those provisions of this Agreement relating to privacy), will survive any termination or expiry of this Agreement.

7) INDEMNIFICATION AND LIABILITY

- a) The Parties shall each indemnify and save harmless the other from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributable to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, students, agents or volunteers arising out of this Agreement.
- b) No Party shall have any liability towards the other Party for any indirect, special, incidental or consequential loss, damage, costs or expenses of any kind including, but not limited to the loss of business opportunity, loss of the use of any data or information, or loss of revenue, savings or profit in connection with or arising out of this Agreement, even if the other Party shall have been advised of the possibility of such damages, unless such loss, damage, costs or expenses were caused by the defaulting Party's gross negligence or intentional misconduct.

8) INSURANCE

- a) Each Party agrees to maintain in force, at its own expense (including the payment of all deductibles), Commercial General Liability insurance in an amount of not less than \$3,000,000

The Corporation of the City of Sault Ste. Marie and My Community Health Inc.

(three million) Canadian dollars per occurrence that name the other Party as an additional insured.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

The Corporation of the City of Sault Ste. Marie

By: _____

Name: Christian Provenzano

Title: Mayor

By: _____

Name: Rachel Tyczinski

Title: City Clerk

I have Authority to bind the Corporation

My Community Health Inc.

By: _____

Name:

Title:

I have Authority to bind the Corporation

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (the "Document") made as of this 31st day of May, 2021.

BETWEEN:

The Corporation of the City of Sault Ste. Marie (the "Purchaser")

- AND -

My Community Health Inc. (the "Seller")

BACKGROUND:

- A. My Community Health Inc. will provide the CommunityPass app and its related services for a 6 month pilot. CommunityPass is a digital solution used for community-based screening and contact tracing during the COVID-19 pandemic and beyond. The app uses beacon technology to allow for improved contact tracing. The app will be used for check-in and screening of employees and/or visitors prior to entering locations as required by public health authorities.

CommunityPass was developed as an all-in-one app for users, businesses, and communities to ensure that they are contributing to the safety of their community. The goal of CommunityPass is to keep everyone safe using technology that helps support the work of our local public health departments.

- B. The City of Sault Ste. Marie wishes to participate in the stated pilot period and procure the goods and services from My Community Health Inc. for CommunityPass.

This Document will establish the basic terms to be used in a future contract for sale of goods and supply of services ("the Agreement") between the Seller and the Purchaser. The terms contained in this Document are not comprehensive, and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows;

Non-Binding

1. This Document does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the Agreement, duly executed by the Purchaser and the Seller, will be enforceable. The terms and conditions of the Agreement will supersede any terms and conditions contained in this Document. The Purchaser and the Seller are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

Scope of Services

2. The goods for sale are described as follows:

Provision of access to the CommunityPass Contract Tracing App for a period of a 6-month pilot using the beacon technology at various locations to allow for improved contact tracing within the community.

3. The services are described as follows:

Implementation of the CommunityPass contact tracing App providing a digital tool for automated check-in, screening, and contact tracing.

- The Purchaser will be provided with administrative access to the delegated city service locations through the secure portal. Individual access will be allocated according to the Purchaser's requirements.
- The Purchaser will have access to the push notification function and can send real time updates/bulletins to employees and/or visitors.
- Education and support will be provided by the Seller as needed.

Provision of Blue Tooth beacon technology for automated check-in/screening options for the delegated City Services. Beacons will be pre-programmed according to the specifics

for each city service location and provided to the Purchaser. When the beacon registers with CommunityPass, the programmed location is identified. These locations are:

- GFL Memorial Gardens – 10 (3 entrances, 5 dressing rooms, pub, restaurant)
- Transit Services – 40 Beacons, one for each city bus
- Seniors Centres - 3 (Bay Street Active Living Centre – entrance, activities room)
- Northern Community Centre - 6 (4 change rooms, 1 main entrance, 1 activity room)
- John Rhodes Community Centre – TBD (entrances, and change rooms)

Employees and/or visitors will download the app on Google Play or on the Apple App Store for free. Posters and window stickers will be provided leading users to the app stores. Links to each store are also available on the MyCommunityHealth.ca website.

The Seller will provide ongoing Technical Support as required including the provision of secure data storage on Canadian servers in compliance with the Personal Information Protection and Electronic Documents Act (PIPEDA) for all data housed with the CommunityPass app.

Purchase Price

4. The Seller provides the Purchaser with CommunityPass access at no cost for the period of 6 months as part of the pilot beginning on or before the 1st day of June, 2021 (the "Closing Date") for the goods and services. This also includes the provision of the agreed number of beacons. Any additional beacons will cost \$20/beacon.

Representations

5. The Seller represents and warrants that the goods and services are free and clear of any liens, charges, encumbrances or rights of others which will not be satisfied out of the sales proceeds. If the representations of the Seller are untrue upon the Closing Date, the Purchaser may terminate any future agreement without penalty.
6. The Seller represents and warrants that the Seller has the necessary qualifications,

experience and abilities to provide the described services to the Purchaser. If the representations of the Seller are untrue upon the Closing Date, the Purchaser may terminate any Agreement without penalty.

Additional Terms

7. The Purchaser will be considered the “health information custodian” or “agent” within the meaning of the Personal Health Information Protection Act, 2004 (“PHIPA”). This is also in accordance with the Data Sharing Agreement between the Purchase and Seller.
8. All data is housed on a secure Canadian server and is compliant with the Personal Information Protection and Electronic Documents Act (PIPEDA). Electronic tracing of access to information in the app is collected and standard audits are conducted to ensure secure access is being followed.

This Document accurately reflects the understanding between the Seller and the Purchaser, signed on this 31st day of May, 2021.

**The Corporation of the City of Sault Ste. Marie
(Purchaser)**

By: _____

Name: Christian Provenzano

Title: Mayor

By: _____

Name: Rachel Tyczinski

Title: City Clerk

My Community Health Inc. (Seller)

By: _____

Name:

Title:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-109

AGREEMENT: A by-law to authorize the execution of the Memorandum of Understanding between the City and Tourism Sault Ste. Marie for the Municipal Transient Accommodation Tax (MAT).

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 Funding Agreement Memorandum of Understanding dated July 1, 2020 between the City and Tourism Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This Funding Agreement Memorandum of Understanding is for the Municipal Transient Accommodation Tax (MAT).

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 31st day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

Schedule "A"

MEMORANDUM OF UNDERSTANDING***UNDER SECTION 6(1) OF O. Reg. 435/17 OF THE
MUNICIPAL ACT, 2001, S.O. 2001, c. 25, AS AMENDED***

THIS FUNDING AGREEMENT MEMORANDUM OF UNDERSTANDING ("MOU") is dated the 1st day of July, 2020.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "**City**")

OF THE FIRST PART;

- and -

TOURISM SAULT STE. MARIE
(hereinafter called "**TourismSSM**")

OF THE SECOND PART;

WHEREAS Section 400.1 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended (the "Act") provides that Council of a local municipality may pass by-laws imposing a tax in respect of the purchase of transient accommodation within the municipality;

AND WHEREAS on December 10, 2018, Council of the City passed By-law 2018-218 which establishes the Municipal Transient Accommodation Tax (MAT) for short-term rentals within the City of Sault Ste. Marie;

AND WHEREAS Section 6 of Ontario Regulation 435/17 as amended requires a municipality and each eligible tourism entity that receives an amount under Section 4 or 5 of the aforesaid Regulation to enter into an agreement respecting reasonable financial accountability matters in order to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism;

AND WHEREAS the Parties to this funding agreement acknowledge that funds supplied are for the public interest purpose of increasing tourism to the City and not for the supply of property or services, nor are the funds consideration for or directly linked to the supply of any taxable services or property;

AND WHEREAS as set out within By-law 2018-218, City Council confirmed its intention to administer the MAT imposed on the purchase of accommodations of short duration within the City of Sault Ste. Marie pursuant to Ontario Regulation 435/17, as amended, in

conjunction with any Memorandum of Understanding between the City and TourismSSM for the purpose of providing ongoing support to enable TourismSSM to achieve the purpose of promoting tourism with this City;

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

1. TERM

The parties hereto acknowledge and agree that the term of this MOU funding agreement shall be for a period commencing on July 1st, 2020 (the "Term") and ending December 31, 2021, and shall automatically renew on a yearly basis (the "Renewal Term") thereafter on the same terms and conditions unless terminated by notice in writing by either party not less than ninety (90) days prior to the expiration of the Term or any Renewal Term.

2. BY-LAW 2018-218

The parties hereto acknowledge and agree that the City shall administer the MAT in accordance with City By-law 2018-218 and its obligations under Ontario Regulation 435/17, as amended. To this end, the parties agree that the definitions set out in City By-law 2018-218 along with its terms and conditions shall apply to all matters regarding MAT and this MOU.

3. FUNDING PAYMENT FROM CITY TO TOURISMSSM

- (a) The parties acknowledge and agree that Section 4 of Ontario Regulation 435/17 is applicable in determining the amount funded by the City to TourismSSM given MAT ("Funding Amount");
- (b) The Funding Amount will be paid by the City to TourismSSM in quarterly installments over the calendar year;
- (c) The Funding Amount is a grant and specifically is not consideration for a taxable supply. In exchange for the Funding Amount the City will not receive any property or services;
- (d) GST/HST will not be collected on the MAT as it is not consideration for a taxable supply.

4. TOURISM DEVELOPMENT FUND

- (a) The parties acknowledge and agree one-half (50%) of the MAT collected after having deducted the Funding Amount will be designated to the City's Tourism Development Fund ("TDF");
- (b) The parties acknowledge and agree that City staff within the City's Tourism and Community Development Department will receive and evaluate TDF distribution applications and apply the approved criteria and guidelines outlining how the TDF will be distributed;

- (c) The parties acknowledge and agree that City staff will provide to the Board of TourismSSM a report for consideration recommending approval, non-approval or for further terms to be applied the application;
- (d) The parties acknowledge and agree that the Board of TourismSSM will consider the report received from City staff and will pass a resolution either supporting the report's recommendations, not supporting the report's recommendations or offering further recommendations they feel necessary and appropriate;
- (e) The parties acknowledge and agree that the resolution passed by the Board of TourismSSM will be presented to City Council for ultimate approval or rejection.

5. FINANCIAL ACCOUNTABILITY OF TOURISMSSM

- (a) TourismSSM acknowledges and agrees:
 - (i) to utilize all amounts granted by the City to TourismSSM pursuant to the terms of this MOU for the exclusive purpose of promoting tourism and tourism development for the City; and
 - (ii) that its obligation as set out in Section 4(a)(i) herein is also a legislative requirement pursuant to Section 6(1) of Ontario Regulation 435/17.
- (b) In accordance with section 6(2) of Ontario Regulation 435/17 and TourismSSM's resultant obligation to provide financial accountability for the amounts received by TourismSSM from the City pursuant to Section 3 of this MOU, TourismSSM undertakes and commits as follows:
 - i) During the Term, TourismSSM shall provide the City with a budget on how the amounts received will be spent in furtherance of promoting tourism and tourism development for the City; and
 - ii) TourismSSM undertakes to maintain all documents, invoices, financial records and any other materials as requested by the City to document the amounts paid pursuant to Section 4(b)(i) above and shall produce same to the City immediately upon request.
- (c) If at any time during the Term, the City determines that TourismSSM did not comply with Section 4(a) herein, such that TourismSSM utilized amounts received under this MOU for a purpose other than promoting tourism and tourism development in the City, the City shall have the unfettered right and discretion to suspend and/or cancel any further payments to TourismSSM as required under this MOU.

6. NOTICE

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

In the case of the City:

Deputy CAO, Community Development and Enterprise Services
99 Foster Drive, Sault Ste. Marie ON P6A 5X6
Email t.vair@cityssm.on.ca

In the case of the TourismSSM:

Chair
Tourism Sault Ste. Marie Corporation
99 Foster Drive, Sault Ste. Marie ON P6A 5X6

In the case of mailing, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the fourth (4th) business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the first (1st) day next following the date of faxing. If the notice is sent electronically via e-mail, the notice shall be deemed to be received on the same day that the notice is e-mailed.

7. DISPUTE RESOLUTION MECHANISM

In the event a dispute arises between the parties regarding the interpretation, application, administration, or alleged violation of this MOU, the Chief Administrative Officer, or his or her representative shall meet with TourismSSM at the earliest opportunity to discuss the dispute. If the dispute remains unresolved it shall be referred to City Council at the earliest opportunity for resolution.

8. GENERAL

- (a) This MOU and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This MOU shall be treated in all respects as an Ontario contract.
- (b) This MOU constitutes the entire agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this MOU or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this MOU must be in writing, duly executed by the parties.
- (c) The parties hereby acknowledge and agree that any future amendments to this MOU must be made in writing and signed by both parties.
- (d) This MOU shall ensure the benefit of and be binding upon the respective successors and assigns of the parties hereto.

- (e) No party shall assign, transfer or make any other disposition of this MOU or of the rights conferred thereby, without the prior written consent of all other parties to the MOU.

IN WITNESS WHEREOF the part of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

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

Mayor – Christian Provenzano

City Clerk – Rachel Tyczinski

TOURISM SAULT STE. MARIE

Chair *JOSEPH BISCEGGERIA*

Secretary *RICHARD WALKER*

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-118

AGREEMENT: A by-law to authorize the execution of the Management Agreement between the City and Tourism Sault Ste. Marie which outlines functions and administrative support services

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Management Agreement dated July 1, 2020 between the City and Tourism Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This Management Agreement outlines functions and administrative support services.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 31st day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

Schedule "A"

MANAGEMENT AGREEMENT

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

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

"THE CITY"

-and-

TOURISM SAULT STE. MARIE

"TSSM"

RECITALS:

- A. Whereas TSSM was established to provide advice and guidance to the City on the strategic development of the City's tourism sector and will be utilizing the Municipal Accommodation Tax ("MAT") to carry out the objects as set out in the Letters Patent of TSSM;
- B. And whereas the City has agreed to provide the services of City staff to assist TSSM in carrying out its mandate and responsibilities as set out in the Letters Patent and TSSM's By-Law #1;
- C. And whereas TSSM as represented by its Board of Directors, wishes to engage the City to manage its business and the City desires to honour, operate, manage and administer Agreements subject to the approval of the Board of the TSSM;
- D. And whereas both the City and the TSSM shall each remain their own corporate entities;
- E. And whereas TSSM acknowledges it does not have any employees, and that the staff of the City will perform a number of administrative, management and operational duties on behalf of TSSM as further described in this Management Agreement. TSSM and the City further agree that TSSM has no supervisory role or function over staff or employees of the City who perform work or carry out tasks for TSSM as agreed and as set out in this Agreement;
- F. And whereas both TSSM and the City acknowledge that any and all managerial support and staff actions in supporting TSSM under this agreement shall be provided free of charge and without consideration to assist TSSM in carrying out its mandate and responsibilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties adopt as true the Recitals set out above shall form part of this agreement, and the parties agree as follows:

ARTICLE 1 ADMINISTRATION

1.0 TSSM acknowledges that City staff will perform a number of functions and administrative support services on its behalf. The City shall not receive any funds from TSSM for City Staff providing these services. More specifically, the City shall:

- (i) Manage agreements for projects of TSSM;
- (ii) Provide general administration, specifically assist in the administration of TSSM board meetings, including:
 - (A) Prepare and post meeting agendas;
 - (B) Convene and attend meetings, if necessary;
 - (C) Prepare and distribute minutes of TSSM board meetings;
 - (D) Maintain the Corporate Minute Book, with appropriate oversight by the Board to maintain their corporate responsibilities;
 - (E) The City shall provide a room for TSSM board meeting at no charge and City Staff will organize the hospitality for the meetings at TSSM's expense; and
 - (F) Assist in coordinating any City, TSSM and third-party reports.
- (iii) TSSM shall approve and maintain its financial assets, bank accounts, independent external auditor, and financial and accounting records separately from the City's records. City staff will maintain day to day records of booking and accounting functions relating to income and expenses and transactions conducted by TSSM referenced in (xv) below;
- (iv) For the purposes of this agreement, "eligible funds" shall mean any funds received by TSSM, from any source whatsoever. The City shall only keep and maintain records (paper and electronic) for the TSSM share of eligible funds. The City acknowledges that it has maintained all necessary records and accountings of the

eligible funds and required expenditures during the operational transition of the EDC and TSSM as an eligible tourism entity.

- (v) Assist TSSM in developing a long-term strategic plan;
- (vi) Prepare and distribute information to the public and development partners as necessary;
- (vii) Prepare and distribute annual status reports to TSSM with respect to projects and any funds provided to the City from TSSM; including operations activity and financial or accounting activity;
- (viii) Plan, strategize, apply for grants and negotiate for new agreements, submit bids for events and conferences, and provide appropriate updates and reporting on the performance and outcomes of these agreements;
- (ix) Allocate and advance eligible funds to TSSM in accordance with applicable Regulations;
- (x) Provide the provision of project management, procurement, claim processing, supply of financial software, preparation of the HST return on behalf of TSSM, and process invoices and payments to TSSM's financial books. The HST return will be based on TSSM's HST registration and rebate on its own expenses;
- (xi) Procurement on behalf of TSSM as approved and authorized by TSSM. In such procurement, it will follow the procurement procedure and policies of the City's Procurement Bylaw 2020 -141, as amended, or any successor thereof.
- (xii) Processing grant claims with review and confirmation on behalf of TSSM;
- (xiii) Preparation of financial reports for the Board of Directors of TSSM;
- (xiv) Provide audit access and prepare and submit HST reports; and
- (xv) Aside from the bookkeeping and accounting services provided by the City, TSSM recognizes that it will be responsible for its own financial statement audits and corporate financial reporting.

1.1 Notwithstanding Section 1.0, the parties acknowledge and agree that while City staff are assisting in the administrative functions of TSSM as set out herein:

- (a) City staff shall prepare TSSM board meeting minutes and agendas for submission to the TSSM board for formal and final approval; and
- (b) The TSSM board is the entity formally responsible for formal and final approval of any matters and requirements as set out in the Ontario

Business Corporations Act, R.S.O. 1990, c.B.16 and any other applicable legislation.

- 1.2. The City shall provide a location and retain, on behalf of TSSM, all business records, accounting information, contracts and documents arising from or required for conducting the business of TSSM. All records, be it, past, present, and future, required by TSSM to conduct its business shall be made available to it upon request.

ARTICLE 2 COMMENCEMENT OF THE AGREEMENT

- 2.0 Notwithstanding the commencement date of this agreement the parties acknowledge that agreements were entered into and MAT monies were advanced by the City prior to this date. As such, the City will provide to TSSM a full accounting of all income and expenditures along with copies of contracts, invoices and information relating to those transactions and from what line item of the 2020 budget the expenditure occurred. The City will also confirm the amount of MAT funds paid out of the 2020 allocation to any other party, and advise of the balance remaining to be advanced to TSSM for 2020 to carry forward to the 2021 budget, in addition to the 2021 allocation.

ARTICLE 3 RESPONSIBILITY FOR CITY EMPLOYEES

- 3.0 The City agrees to indemnify, defend and hold TSSM harmless from any liability, claim and reasonable legal expense, resulting from the actions of an employed City employee who is carrying out duties as outlined in this management agreement.

ARTICLE 4 ADDRESS FOR NOTICES AND FURTHER ASSURANCES

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

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

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

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

ARTICLE 5 BINDING NATURE

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

ARTICLE 6 GOVERNING LAW

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

ARTICLE 7 COUNTERPARTS

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

ARTICLE 8
TERM

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

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

TOURISM SAULT TE. MARIE

Per: _____

Name: Joseph Bisceglia

Title: Chair of the Board of Directors

Per: _____

Name: Richard Walker

Title: Secretary/Treasurer

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

Per: _____

Name: Christian Provenzano

Title: Mayor

Per: _____

Name: Rachel Tyczinski

Title: City Clerk

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-110

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and WSP Canada Inc. for professional consulting services for the Elizabeth Street sanitary sewer replacement.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated May 11, 2021 between the City and WSP Canada Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for professional consulting services for the Elizabeth Street sanitary sewer replacement.

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 31st day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Association of Consulting Engineering
Companies | Ontario (ACEC-Ontario) in
partnership with the
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

2020
(VERSION 3.1)

Elizabeth Street Sanitary Sewer

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 11 day of May 20 21

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

WSP Canada Inc.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Elizabeth Street Sanitary Sewer replacement.

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

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

DEFINITIONS

1. Client

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

2. Engineer

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

3. Municipal Engineers Association (MEA)

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

4. Association of Consulting Engineering Companies | Ontario (ACEC-Ontario)

shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. Order of Precedence:

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

1.2 **Compensation**

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

1.3 **Staff and Methods**

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

1.4 **Drawings and Documents**

Subject to 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. Subject to Article 1.5, 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/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

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

1.6 **Records and Audit**

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

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

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and 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/her 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 an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 Indemnification

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

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

1.11 Insurance

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

- a) Comprehensive General Liability and Automobile Insurance

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

b) Professional Liability Insurance

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

c) Additional Coverage

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

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

1.12 Force Maieure

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 consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the 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 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/her, 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, or as soon thereafter as is practicable, 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 upon mediation, 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 the 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, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act, 1991, S.O. 1991, C. 17.
 - 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 the 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 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*.

4) Adjudication

- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30*.
- b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 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/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

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

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

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

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

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

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

1.23.3 **Monthly Reporting of Progress**

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

1.24 **Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

2.1.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

- 2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

2.2.1 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

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

b) Site:

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

3.2 Basis of Payment for this agreement

Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.

Fees Calculated on a Lump Sum Basis

(Detailed Design)

**Fees Calculated on a Time Basis
(Contract Administration)**

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

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

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis (Contract Administration)

a) 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 detailed in the Engineer's proposal.

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.

b) 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 Upset Cost Limit

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in 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 and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ _____ plus, applicable taxes made up as follows:
 - (i) \$ _____ plus, applicable taxes for Core Services as described in Schedule A; and,
 - (ii) \$ _____ plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The 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. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.

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

3.2.5 Lump Sum Basis (Detailed Design)

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or

milestone achieved as detailed in the RFP.

- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis Applies (Contract Administration)

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

3.3.2 ~~Fees Calculated on a Percentage of Cost Basis~~ Does Not Apply

~~a) Monthly Payment~~

~~The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.~~

~~b) On Award of Contract~~

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

~~c) Delay of Award of Contract~~

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

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

~~d) On Completion of the Work~~

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

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied, and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 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, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

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, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of 12 % per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: WSP Canada Inc.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This 11 Day of May, 2021

Signature		Signature	
Name	David Spacek, P.Eng.	Name	
Title	Manager of Municipal Infrastructure - No	Title	

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

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

This _____ Day of _____, 20 ____

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

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

- Schedule A: Supplementary Conditions – attached ~~OR not used~~
- Schedule B: Addenda – attached ~~OR not used~~
- Schedule C: Scope of Services – RFP attached ~~OR not used~~
- Schedule D: Proposal from engineer – attached ~~OR not used~~
- Schedule E: Other

Attached
☒
☒
☒
☒
☐

NOTE: Attach all appropriate schedule documents as indicated (✓).

Schedule A: Supplementary Conditions

Elizabeth Street Sanitary Sewer

Schedule A: Supplementary Conditions

These Supplementary Conditions supersede the Insurance and Indemnity provisions outlined in the “Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in partnership with the Municipal Engineers Association (MEA)” – “Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)”

Remove sections “1.10 Indemnification” and “1.11 Insurance” in their entirety and replace with the following:

1.10 Indemnification

The Consultant shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Consultant’s failure to exercise reasonable care, skill or diligence or the Consultant’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Consultant, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Consultant.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Consultant shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability (“CGL”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars (\$2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Consultant.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Consultant from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Consultant only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Additional Insurance considerations:

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11

Schedule B: Addenda

Spacek, David

From: Anne Irvine <a.irvine@cityssm.on.ca>
Sent: March 9, 2021 3:27 PM
To: Anne Irvine
Cc: Maggie McAuley
Subject: Request for Proposal - Elizabeth Street Sanitary Sewer - Email Clarification #1

Good Afternoon

With reference to the Request for Proposal – Elizabeth Street Sanitary Sewer emailed to you March 1, 2021, please note the following clarification to the Submission of Proposal date.

In Section 1.2, first paragraph, delete Tuesday, March 30, 2021 and replace with Wednesday, March 24, 2021.

1.2. Date, Place and Methodology for Submitting Proposals

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until ~~Tuesday, March 30, 2021~~ **Wednesday, March 24, 2021** at 11:00 a.m. local time (Eastern). Late submissions will not be accepted and may be returned upon request at the Proponent's expense.

Thank you

Anne Irvine
Administrative Assistant
Engineering Division
705.759.5424 a.irvine@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca



Schedule C: Scope of Services (RFP)



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

Request for Proposal

City of Sault Ste. Marie

Engineering Services

Elizabeth Street Sanitary Sewer
MacDonald Avenue to North of Creery Avenue

March 1, 2021

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SECTION 1

1. INFORMATION TO PROPONENTS

1.1. Introduction

The City of Sault Ste. Marie is requesting proposals from Vendors of Record (VOR) within the Linear Municipal Infrastructure Category to provide engineering services associated with the proposed repair or replacement of the sanitary sewer located in the unopened portion of Elizabeth Street, starting at MacDonald Avenue to 50m north of Creery Avenue. Adjacent to the sanitary sewer are the Elizabeth Street stairs. The stairs were closed to pedestrians in the late fall of 2020 because of concerns with the concrete abutments.

Engineering services required for this project include the design, contract administration and field inspection associated with reconstruction of the sanitary sewer and the repairs to the stairs.

1.2. Date, Place and Methodology for Submitting Proposals

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until Tuesday, March 30, 2021 at 11:00 a.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

Electronic submissions must be sent to the following email address:

proposals.engineering@cityssm.on.ca

with this subject line:

Proposal – Electronic Submission – Engineering Services – Elizabeth Street Sanitary Sewer

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

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

Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.

Printed submissions must be sealed in an envelope or package properly marked as to contents (“**Proposal – Engineering Services – Elizabeth Street Sanitary Sewer**”) and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie
Engineering Division
Attn: Maggie McAuley
99 Foster Drive – Level 5
Sault Ste. Marie, Ontario P6A 5X6

Proposals should be limited to fifteen (15) pages, single sided including appendices; including the Letter of Introduction. **The Letter of Introduction (required) must affirm that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as “**Original**” and three (3) sets marked as “**Copy**”.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

The contact person for this RFP Maggie McAuley, Municipal Services Engineer; email: m.mcauley@cityssm.on.ca; telephone 705-759-5385

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

1.3. Errors, Omissions, Clarifications

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email only** to Maggie McAuley, Municipal Services Engineer; email m.mcauley@cityssm.on.ca.

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email t.gowans@cityssm.on.ca.

1.4. Withdrawal/Decline of Proposal

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

1.5. Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

1.6. Proposal Evaluation

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

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

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

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

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

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

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

1.7. Site Inspection and Requirements of Work

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

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

1.8. Proposal Left Open

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

1.9. Schedule

- (A) Release of RFP: March 1, 2021
- (B) Submission of Proposal: March 24, 2021
- (C) Recommendation of Award: April 12, 2021
- (D) Signing of Agreement: April 26, 2021 (pending Council approval)
- (E) Commencement of Services: May 2021
- (F) Construction Commencement: Summer/Fall 2021

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

1.10. Incurred Costs

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

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11. Alterations to Documents

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

1.12. Confidentiality & Post-Award Comment

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

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

1.13. Municipal Freedom of Information & Protection of Privacy Act

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

1.14. Indemnification

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

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

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

SECTION 2

2. TERMS OF REFERENCE

2.1. Introduction

The City of Sault Ste. Marie is requesting proposals for engineering services associated with repair or replacement of the sanitary sewer located in the slope of the Elizabeth Street unopened right-of-way, between MacDonald Avenue and 50m north of Creery Avenue. The sanitary sewer is experiencing joint failure, possibly associated with the hill or the slope of the pipe. The City is interested in alternative methods of construction such as trenchless technology if they are deemed suitable.

The Elizabeth Street stairs, constructed in the 1980s, are four steel staircases on concrete abutments, connected with concrete sidewalk. During an inspection in December 2020, the steel staircases were noted to be in overall good condition, but the concrete abutment walls and walkways suffered from material loss and were severely undermined, with some abutment wall rotation.

Engineering services required for this project include the design, contract administration and field inspection of the sanitary sewer repair or replacement and the repair of the Elizabeth Street stairs.

Therefore the successful proponent will collect and analyze information to develop recommendations, design, prepare tender documents and administer contracts for the construction of the proposed works. The detailed total station survey will be completed by a City survey crew.

2.2. Existing Documentation

It will be up to the Proponent to request existing as-constructed drawings and records from the City Engineering Division.

2.3. Municipal Class Environmental Assessment Requirements

This project is a Schedule A Municipal Class EA.

2.4. Design of the Proposed Improvements

The successful consultant will use engineering principles to re-design a municipal road that meets current City standards.

2.5. Project Requirements

Communications - Meetings, Workshops and Public Information Centres

The minimum is expected to be:

- Two design meetings with City staff,
- Contract/tender preparation,
- Contract administration, and
- Resident site inspection.

Project Scope and Time-Frame

The project will be tendered in July of 2021 with construction completed by November 2021 pending Council approval of the capital construction plan. The successful Proponent will be able to start immediately following an agreement approval by Council in May 2021.

2.6. Project Deliverables

The project deliverables shall include:

- Preliminary Design Reports
- Production and distribution of construction notices
- Preparation of design and construction drawings
- MOECC ECA application package for sanitary sewers
- Preparation of all contract documents
- Contract Administration

Schedule D: Proposal from WSP



Request for Proposals for *The City of Sault Ste. Marie*



DETAILED DESIGNS, SPECIFICATIONS, TENDERING AND CONTRACT ADMINISTRATION

Elizabeth Street Sanitary Sewer

March 24, 2021

Submitted By:
WSP Canada Inc.
185 East Street, Sault Ste. Marie, ON P6A 3C8
TEL: +1 705 942-2070
wsp.com



March 24, 2021

The City of Sault Ste. Marie
Engineering Division
99 Foster Drive - Level 5
Sault Ste. Marie, Ontario P6A 5X6

Attention: Maggie McAuley, Municipal Services Engineer

Subject: Elizabeth Street Sanitary Sewer

Thank you for the opportunity for WSP Canada Inc. (WSP) to submit an electronic copy of our response to perform the Design and Contract Administration Services required for the repair or replacement of the sanitary sewer located in the slope of the Elizabeth Street unopened right-of-way.

Our proposal has been prepared in response to The City of Sault Ste. Marie's (the City) RFP and addresses our understanding of the City's objectives for the project and our Work Plan and Project Understanding.

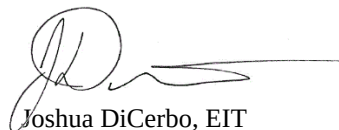
WSP has the capacity to deliver the full scope of the proposed project indicated in the RFP from our Sault Ste. Marie office. We will be able to assign dedicated staff to ensure this project is delivered in accordance with the City's quality and schedule expectations.

We confirm that the Signee is authorized to bind WSP Canada Inc. to the contents of the Proposal, including pricing.

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

We trust our submission meets with your approval and we look forward to the opportunity to work with the City on this project. If you have any questions regarding our submission or services, please do not hesitate to contact the undersigned at 705-942-2070.

Yours sincerely,



Joshua DiCerbo, EIT
Assistant Project Manager



David Spacek, P.Eng., PMP
Manager of Municipal Infrastructure - Northern Ontario

1 PROJECT UNDERSTANDING

The City of Sault Ste. Marie is requesting proposals for engineering services associated with repair or replacement of the sanitary sewer located in the slope of the Elizabeth Street unopened right-of-way, between MacDonald Avenue and 50m north of Creery Avenue. Further to the sanitary sewer repair/replacement, the concrete abutments are severely undermined from loss of materials, with some abutments wall rotation.

Engineering services required for this project include the design, contract administration and field inspection of the sanitary sewer repair or replacement and the repair of the Elizabeth Street stairs.

It is understood that the detailed total station survey will be completed by a City survey crew, and the successful proponent will collect and analyze information to develop recommendations, design, prepare tender documents and administer contracts for the construction of the proposed works.

This project is a Schedule A Municipal Class EA.

We will use engineering principles to re-design a municipal road that meets current City standards.

Communications - Meetings, Workshops and Public Information Centres

The minimum is expected to be:

- 2 Design Meetings with City staff;
- Contract/ tender preparation;
- Contract administration; and,
- Resident site inspection.

Project Scope and Timeframe

The project will be tendered in July of 2021 with construction completed by November 2021 pending Council approval of the capital construction plan. We will be able to start immediately following an agreement approval by Council in May 2021.

Project Deliverables

The project deliverables will include:

- Preliminary Design Reports;
- Production and distribution of construction notices;
- Preparation of design and construction drawings;
- MECP ECA application package for sanitary sewers;
- Preparation of all contract documents; and,
- Contract Administration.

1.1 IDENTIFICATIONS OF CHALLENGES

We took the time to visit the project site to familiarize ourselves with the project location and reviewed the City provided drawing of the Elizabeth Street sanitary sewer to identify Challenges that must be addressed for this project to succeed. The Challenges are summarized as follows:

- MacDonald Avenue experiences significant volumes of traffic and will require coordination with the City during design and construction. We will ensure to obtain the Municipal Consent from the City near the end of the design phase.
- Sanitary bypass pumping and pipe system (from Manhole at top of stairs to Manhole at bottom of stairs) must be provided and maintained throughout construction.
- The reconnection of sanitary service laterals to Civic #411 and #419 must be reconnected to the sanitary sewer.
- The presence of overhead power lines within the project area will require specific attention during design. The project area is constrained in space being approximately 20 meters in width in addition to its steep slope, which in our experience leads us to view this as a significant challenge with respect to both design and construction throughout this project. These challenges will be especially present if the selected method of repair/replacement is through open cut trenching to ensure minimal impact to the surrounding infrastructure.
- Existing sanitary sewer slopes may exceed the maximum flow velocity and may require steep slope protection as stipulated by the MECP Design Guidelines for Sewage Works.
- The abutments for the existing stairs are currently overturning. This will be reviewed throughout the design process.

2 PROGRAM METHODOLOGY

2.1 PROJECT INITIATION & PRELIMINARY INVESTIGATIONS

Immediately following the award of the project to WSP, a project initiation meeting will be held with the City and any other project stakeholders. The Project Manager and Design Team will attend to discuss the Project in full and to review the project schedule and specific requirements of the work. At this meeting, WSP will collect all the existing information available for this Project from the City.

TOPOGRAPHICAL SURVEYS

WSP will review the topographical survey information provided by the City. Any additional surveying required for detailed design will be requested by WSP to be completed by the City.

GEOTECHNICAL INVESTIGATION

WSP has all the necessary resources in-house to complete a full geotechnical investigation program. Two (2) boreholes will be advanced to a depth of 4.5 metre below grade surface (mBGS), or practical refusal at the base of the existing stairs and a depth of 9 mBGS or practical refusal at top of the existing stairs.

OHSA-trained staff will be used to supervise the drilling and sampling operations. WSP and selected subcontractors maintain up-to-date WSIB clearances. Information can be provided upon request.

Buried utility clearances will be obtained for the borehole locations and investigation area, prior to mobilization, using Ontario One Call services. WSP will verify gas, hydro, telephone and cable locations and conflicts with the proposed drilling locations. If required, WSP will obtain a Road Occupancy Permit from the City.

The boreholes will be advanced with a truck-mounted drill rig or equivalent, and WSP geotechnical field staff will oversee the field work and be responsible for onsite safety and site management. WSP will sample and log the borehole profiles, including soil and groundwater conditions. The recovered soil samples will be logged and classified by a senior WSP engineer and selected samples will be preserved for geotechnical testing to include

natural moisture contents and grain size distribution analysis. We have made an allowance in this estimate for the completion of three (3) particle size analyses and/or Atterberg Limit tests, as determined appropriate by the Geotechnical Engineer, ten (10) natural moisture content analyses.

Groundwater and stability conditions will also be noted prior to backfilling the boreholes. Following completion of the drilling, the ground at the boreholes will be reinstated as close as possible to its original condition. Each borehole will be backfilled using a mixture of augered soil cuttings and bentonite chips, with any leftover soil cuttings to be stockpiled on the ground surface in the vicinity of each borehole (off of the road surface). Any asphalt surfaces will be reinstated using cold patch asphalt.

Traffic control during the Investigation (if needed), will be conducted in accordance with Book 7 of the Ontario Traffic Manual, and related safety laws.

Upon completion of the investigation and laboratory program, WSP will summarize the completed work in a detailed geotechnical report outlining subsurface findings and relevant geotechnical recommendations, including site preparation, excavation requirements and groundwater control, sanitary sewer replacement, stairway rehabilitation and pavement reinstatement (as needed). The report will include borehole logs, photos, and laboratory test results.

Our proposal does not include additional works required as set out in Ontario Regulation 406/19 as this project involves minimal excess soil generation which will need to be managed off-site (less than 100 m³ is anticipated). Furthermore, the Environmental Registry of Ontario has amended O.Reg. 406/19 with a grandfathering clause which extends “the date before which a project leader must enter into a contract in order to be grandfathered (exempt) from soil reuse planning provisions that will come into effect by 1 year, from January 1, 2021 to January 1, 2022.” Considering the above, this project is believed to meet the criteria for exemption from this Regulation.

If adherence to O.Reg. 406/19 is required for this project, we recommend that the City carry a \$2,500 allowance for this additional work.

CCTV SEWER INSPECTION

A CCTV inspection of the existing sanitary sewer will be required to determine the conditions of the existing sewer and identifying deficient locations along the sewer main. The CCTV inspection will serve as the basis in determining whether the sanitary sewer can be repaired at specific locations along the main length, or if partial or complete replacement of the sanitary sewer is required. Furthermore, the CCTV inspection will provide a clear understanding of the extent of the damage to the pipe in deficient locations which will determine which methods of repair/replacement are most suitable for this project. It is our understanding that the CCTV inspection can be provided by the City. If not, WSP can arrange for competitive bids for review by the City to complete this investigation.

2.2 DESIGN APPROACH

DESIGN BRIEF REPORT

Once all the design parameters are established based on the information provided through the preliminary investigations, WSP will prepare a Design Brief Report for review and acceptance by the City. The report will outline the design assumptions and summarize the preliminary engineering criteria for the stair abutment wall reinstatement and the sanitary sewer to be repaired/replaced.

The design brief will provide an in-depth comparison of the pros/cons, costs, and feasibility of the different methods available to replace/repair the sanitary sewer. The report will provide a recommendation for implementation to the City for their review and acceptance. Methods for sewer repair and/or replacement may include:

1 Trenchless technologies and methods:

- Cured-in-Place Pipe (CIPP);
 - Renewal achieved through the installation of a lining on the interior of existing aged watermain.
- Pipe Bursting;
 - Replacement achieved through breaking and expanding the existing buried sewer line while simultaneously replacing it with new HDPE pipes.
- Spiral Wound Pipe Lining; and,
 - Renewal achieved through inserting a flexible liner strip inside the existing pipe and sealing the edges of the strip together to form a liner inside the pipe.
- Slip-lining.
 - Replacement achieved through feeding a smaller diameter pipe through the existing pipe, filling the annular space between the two pipes with grout.

2 Open Cut Excavation:

- Conventional open trench excavation.
 - Renewal or replacement achieved through digging down to and exposing the existing pipe, removing the existing pipe or a section of it, installing a new pipe or a section of new pipe, and then backfilling the trench. Trench boxes can be used to protect workers when site conditions do not allow for properly sloped trenches (i.e. deep and narrow trenches).

Furthermore, the report will review soil properties provided through the Geotechnical investigation in order to determine the appropriate stair wall abutments for implementation on this project. The report will provide a comparison and recommendation to the City on the different types of abutment walls which may include:

- Gravity/Wing walls
- Underpinning; and,
- Anchored walls.

Once the Design Brief Report has been reviewed and approved, WSP will move into the Detailed Design phase of the project.

DETAILED DESIGN

Following the approval of the Design Brief Report, we will develop our detailed design package.

The Plan and Profile detail drawings, which will form part of the tender documents, will detail the repair/replaced sewer, as well as the stair wall abutments. The design will meet all the requirements of the MECP, Ontario Provincial Standards, Municipal Standards, and current Best Practices.

Once the detailed design is complete, WSP will provide a pre-tender construction cost estimate to the City.

PERMITS

WSP will complete the necessary pre-consultation with the Ministry of Environment for the ECA (Environmental Compliance Approval) application package for sanitary sewers.

PREPARATION OF DRAWINGS & SPECIFICATIONS

The development of drawings and specifications to detail the exact requirement of materials and specifications for construction will be created. Contract Documents will be included such that the entire package at the completion of this project will be tender ready. As the design progresses, WSP will coordinate and facilitate design review meetings with the City and relevant project stakeholders at the 50% and 99% design stages. Following reviews and comments of the 99% design, the final design will be completed and submitted for acceptance.

Throughout the project, the WSP Project Manager will review the project design schedule and the project budget to ensure the necessary staff and resources are allocated to the project. Project risks will be reviewed and managed proactively to ensure the project deliverables or quality is not jeopardized.

TENDER & TENDER REPORT

Following the final design document preparation and after instruction from the City, a public tendering process would be entered. During the tender period we would be available to discuss any questions that may be raised by the tendering contractors. If necessary, the appropriate addenda would be issued if significant issues are raised that require clarification.

Following the close of tenders at a specified date, a tender report to mayor and council would be provided with a recommendation following our review of the tenders received.

INSPECTION & CONTRACT ADMINISTRATION

WSP will provide Full-Time inspections of the Work, as well as Contract Administration for the project. Specific duties will include:

- Full-time inspections during construction;
 - The following was assumed:
 - Construction would take 6 weeks to complete;
 - A typical week consists of 50 hours.
- Review of shop drawings submitted by the Contractor;
- Prepare inspection reports;
- Monitor progress of the Contractor;
- Provide a liaison between the Contractor and the Township;
- Prepare change orders and payment certificates;
- Collect and document “As-Constructed” information;
- Coordinate construction meetings; and,
- Ensure compliance with the Contract Documents.

Once the construction is completed, WSP will provide a set of “As-Constructed” drawings to the City.

3 TIME SCHEDULE

The table below summarizes the proposed Project Milestones. A detailed Gantt Chart is attached to this Proposal outlining the detailed design methodology and progress.

MILESTONE	DATE
Commencement of Services	Early May 2021
Project Kickoff Meeting	Early May 2021
Completion of Geotechnical Investigation	Late May 2021
Completion of Sewer CCTV Inspection	Mid May 2021
Submission of Final Design Brief Report	Mid June 2021
Drawings and Specifications – 50% (Prior to Design Meeting #1)	Early July 2021
Drawings and Specifications – 99% (Prior to Design Meeting #2)	Late July 2021
Project out for Tender	Late July 2021
Commencement of Construction (Contract Administration & Resident Site Inspections)	Mid August 2021
Substantial Completion of Construction	Early October 2021
Project Close-out	Late October 2021

4 RELEVANT PROJECTS

PROJECT NO. 1

LAKEVIEW SANITARY OUTFALL



LOCATION

Terrace Bay, Ontario

CLIENT

The Corporation of the Township of Terrace Bay

TOTAL PROJECT VALUE

\$0.61 million CAD

STATUS

Completed 2019

REFERENCE

Terry Hanley, Public Works Superintendent
Township of Terrace Bay
(807) 825-3315

Reconstruction of Sanitary Outfall from Lakeview Drive to the outfall including sanitary sewers and manhole installation (including drop structures), a portion of which were installed along a steep embankment.

SERVICES

- Geotechnical Soils Investigation and Reporting
- Prepare Base Drawings
- Develop Sanitary Sewer and Watermain Design
- Present Preliminary Design Report
- Create and Distribute Public Notices
- Finalize Design and Construction Drawings
- Prepare Contract Specifications and Documents
- Prepare Construction Estimate
- MECP Environmental Compliance Approval
- Tendering
- Contract Administration

FEATURES

- Infrastructure Renewal

PROJECT NO. 2

SAULT STE. MARIE CANAL NATIONAL HISTORIC SITE – POWERHOUSE STABILIZATION



LOCATION

Sault Ste. Marie, Ontario

CLIENT

Parks Canada Agency

TOTAL PROJECT VALUE

+\$1.36 million CAD (to date)

STATUS

Ongoing

REFERENCE

Dhruba Subedi, Senior Project Manager

Parks Canada

(647) 409-9169

Groundwater infiltration into the historic Powerhouse and installation of a new sanitary sewer service from the Administration Building. Sanitary sewer installation involved excavation and structure installation along a steep embankment under tight space constraints. This project will involve the renewal of existing concrete stairs and stair foundation providing accessibility to the top and bottom of the embankment. Furthermore, this project requires the design of an anchored retaining wall to be installed at the embankment shown in the project picture provided.

SERVICES

- Geotechnical Soils Investigation and Reporting
- Prepare Base Drawings
- Develop Sanitary Sewer Design
- Present Preliminary Design Report
- Finalize Design and Construction Drawings
- Prepare Contract Specifications and Documents
- Prepare Construction Estimate
- MECP Environmental Compliance Approval
- Tendering
- Contract Administration

FEATURES

- Infrastructure Renewal

5 PROPOSED TEAM

5.1 PRESENTATION OF THE PROJECT MANAGER

DAVID SPACEK, PMP, P.ENG.

20+ YEARS EXPERIENCE

The project will be managed by David Spacek, P.Eng. Mr. Spacek is WSP's Manager of Municipal Infrastructure for Northern Ontario, operating out of the Sault Ste. Marie office. He has gained more than 20 years of experience in a wide range of civil engineering projects, including municipal infrastructure renewal, wastewater collection and treatment projects, and water supply and treatment projects. Mr. Spacek has managed projects ranging from feasibility and planning studies, condition assessments, preliminary and detailed design, and environmental assessments. He has detailed knowledge of the unique infrastructure challenges in Northern Ontario and the cost of infrastructure renewal. Mr. Spacek will provide overall direction on the assignment, providing Quality Assurance / Quality Control (QA/QC) on all project deliverables, supporting the project manager, and liaise directly with the City.

5.2 TABLE OF RESOURCES

NAME	FUNCTION	EXPERIENCE
David Spacek, P.Eng., PMP	Project Manager Senior Engineer (Civil, Structural)	21 years
Joshua DiCerbo, EIT	Assistant Project Manager Junior Civil Designer	4 years
Monte Lucas	Senior Civil Designer	51 years
Matthew Ritchie, P.Eng.	Intermediate Contract Administrator	13 years
Samantha Stewart	Junior Site Inspector	8 years
Michael Carbone	Intermediate Drafting Technician	15 years
Karina Gagné, EIT	Junior Structural Designer	7 years
Pete Hynes, P.Eng.	Intermediate Geotechnical Engineer	13 years

5.3 PRESENTATION OF THE PROPOSED TEAM

MONTE LUCAS

50+ YEARS EXPERIENCE

SENIOR DESIGN LEAD

Monte Lucas is a Senior Project Manager with more than 50 years of experience in the Civil Engineering field. He has solid project management skills complemented by high quality work standards.

Mr. Lucas is proficient in managing details with the ability to plan and schedule, analyse needs and priorities and carry out responsibilities in an independent manner. His innovative approach to problem solving enables the pro-active development of efficient solutions to challenges in a variety of work environments. Mr. Lucas is quietly assertive with solid communication and interpersonal skills.

Mr. Lucas has a broad experience in municipal infrastructure, private water distribution, land development, transportation and building infrastructure.

JOSHUA DICERBO, EIT

4 YEARS EXPERIENCE

ASSISTANT PROJECT MANAGER / DESIGN TECHNICIAN

Joshua DiCerbo is working as a Project Manager in the WSP Sault Ste. Marie office. Mr. DiCerbo is experienced in the area of land development, linear infrastructure, stormwater management design, drainage studies, and culvert design/installations. He has participated in the design of drinking water supply systems, as well as sewage systems, site servicing, and contract administration.

Mr. DiCerbo will assist with the day-to-day design activities for this project as well as assist with the Document Control process. Joshua is efficient in tracking project progress, reviewing project schedules and budgets and responding to client inquiries in a timely manner. His effective communication and interpersonal skills are considered an asset to the overall project delivery experience.

SAMANTHA STEWART

8 YEARS EXPERIENCE

SITE INSPECTOR

Samantha is an Engineering Technologist experience representing WSP as a site inspector experienced in Total Station and GPS topographical surveys. Samantha's on-site duties typically include photographic and written record keeping, liaising with contractors, clients, and municipal officials, quantity measurements and verification, and the preparation of as-built data.

MICHAEL CARBONE

14 YEARS EXPERIENCE

INTERMEDIATE DRAFTING TECHNICIAN

Michael Carbone is an AutoCAD Technologist working as an intermediate Technician in the WSP Sault Ste. Marie office. Mr. Carbone was also responsible for 3D modeling of active headings and advancements, open stope design, long hole planning and the creation of blast plans. Michael is proficient in using modelling software such as Civil 3D, AutoCAD Architectural, Promine and is well versed in the interpretation of construction drawings and specifications.

MATTHEW RITCHIE, P.ENG.

13 YEARS EXPERIENCE

CONTRACT ADMINISTRATOR

Matthew Ritchie is a Professional Engineer working within WSP's Municipal Infrastructure division in the Sault Ste. Marie office. Matthew's responsibilities include the contract administration, inspection and review of site servicing and road construction works to ensure conformance with drawings and contract documents for various municipal, residential, and commercial projects throughout Northern Ontario. He ensures proper construction of services, watermains and roads to municipal and regional standards including watermain testing procedures and supervision of earthworks. Matthew communicates with clients, project engineers, contractor representatives, and municipal authorities to ensure all necessary work is completed in order to obtain building permits and assumption.

The day to day responsibilities Matthew is most familiar with include photographic and written record keeping; liaising with contractors, clients, and municipal officials; quantity measurements and verification; preparation of payment certificates, site instructions, request for quotations, change orders, change directives, chairing site meetings and producing meeting minutes, and various other project closeout duties that include equipment start-ups, preparation of as-built data and review of Operation and Maintenance Manuals.

KARINA GAGNÉ, EIT

7 YEARS EXPERIENCE

JUNIOR STRUCTURAL DESIGNER & INSPECTOR

Karina Gagné is an Engineering Intern working as a Designer in the WSP Sault Ste. Marie office with experience in the structural, civil and municipal fields of engineering and design.

Her experience includes the performance of structural inspections and designs, having been involved in various structural works across Northern Ontario including rebar inspections, structural condition assessments, and reinforced slab on grade design.

PETE HYNES, P.ENG.

13 YEARS EXPERIENCE

GEOTECHNICAL ENGINEER

Pete Hynes is a Geotechnical Engineer and Project Manager for WSP and works from our Peterborough office. Pete has over thirteen years of experience in the geotechnical workforce. He has managed geotechnical investigations for infrastructure and buildings structures projects, for both private and public sector clients. Pete has particular experience in infrastructure projects which include the construction of pumping stations, tanks and reservoirs, wind farms, solar farms, water towers, communication towers, stormwater management ponds, bridges, service installations, and roadways. Pete has experience in residential, commercial, industrial, community and institutional developments. He also has experience conducting multi-channel analysis of surface waves surveys and slope stability analysis (including global stability and erosion hazard limits assessments).

6 FEE PROPOSAL

The detailed design will be invoiced on a lump sum basis. The total cost is indicated below.

The contract administration is an item of work which is completely dependent on the length of time it takes to construct the work. Full-time inspection has been presented in this proposal. Full-time contract administration would include one (1) inspector for 50 hours per week. This inspector would be supported by senior staff. The contract administration (CA) will be invoiced on a time and expense basis. For the purpose of providing an estimate of the CA services, we have assumed that the length of time to complete the construction is 6 weeks. For the estimate of contract administration, we have used 6 weeks.

A breakdown of the engineering fees is attached. The breakdown identifies the staff, hourly rates, number of hours associated with each task, as well as a total number of hours per staff member.

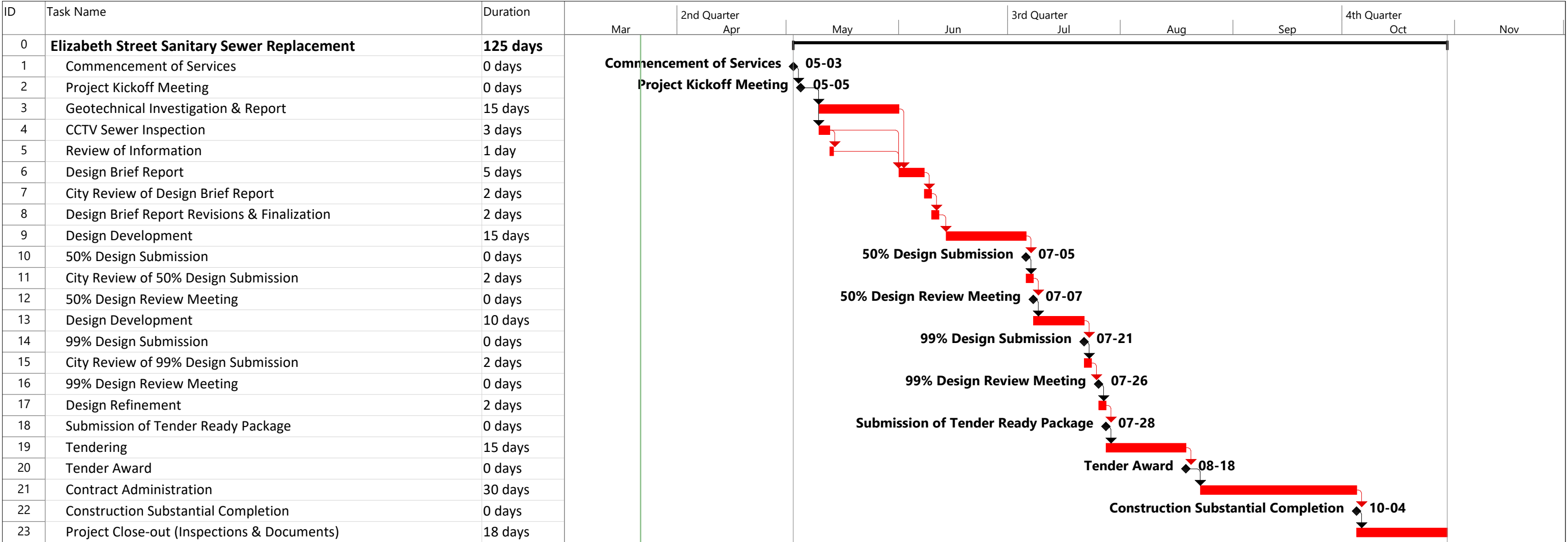
The total engineering costs are:

Detailed Design	\$	34,195.00
Contract Administration (6 weeks) + Close-out	\$	32,750.00
SUBTOTAL	\$	66,945.00

6.1 EXCLUSIONS

Our proposal does not include for the following:

- Design associated with the utility poles. It is expected the contractor will be responsible for shoring the existing utility poles;
- Material testing costs during construction (these costs are typically provided for in an allowance to the General Contractor);
- Hydrogeological studies to support a Permit to Take Water (during construction);
- Legal surveys; and
- Natural Environmental Reports have not been included.



Project: Elizabeth Street Sanitar
Date: Mon 21-03-22

Task Split Milestone Summary Project Summary

Project: Elizabeth Street Sanitary Sewer
Location: Sault Ste. Marie, ON
TIME-TASK MATRIX (TTM)



		David Spacek, P.Eng. [Project Coordinator]	Monte Lucas [Civil Designer]	Karina Gagne, EIT [Civil Designer]	Joshua DiCerbo, EIT [Civil Designer]	Samantha Stewart, CET [Site Inspector]	Mike Carbone [Drafting]	Matt Ritchie, P.Eng. [Contract Administrator]	Pete Hynes, P.Eng. [Geotechnical Engineer]	Administrative Support	TOTAL HOURS	Total Task Fees	Disbursements	TOTAL TASK COSTS
Hourly Rate		\$195	\$135	\$90	\$90	\$85	\$100	\$105	\$125	\$70				
1	Part A - Pre-Construction Tasks													
1.1	General Project Management	4			12					4	20	\$ 2,140	\$ -	\$ 2,140
1.2	Project Kick-off Meeting	1	1		2						4	\$ 510	\$ -	\$ 510
1.3	Project Design Review Meetings (teleconference)	2	2		4						8	\$ 1,020	\$ -	\$ 1,020
1.4	CCTV Sewer Inspection				4						4	\$ 360	\$ -	\$ 360
1.5	Geotechnical Investigation & Report	2			4				53		59	\$ 7,375	\$ 5,160	\$ 12,535
1.6	Compilation & Review of Existing Information				2		8				10	\$ 980	\$ -	\$ 980
1.7	Preliminary Design Brief	4	4	24	24						56	\$ 5,640	\$ -	\$ 5,640
1.8	Develop Sanitary Design		4				4				8	\$ 940	\$ -	\$ 940
1.9	Develop Stair Wall Abutment Design			4			4				8	\$ 760	\$ -	\$ 760
1.10	Create, Develop, and Finalize Project Drawings and Specifications	4	8		8		40				60	\$ 6,580	\$ -	\$ 6,580
1.11	MECP Environmental Compliance Approval	1	6								7	\$ 1,005	\$ -	\$ 1,005
1.12	Tendering & Tendering Support	1	10		2						13	\$ 1,725	\$ -	\$ 1,725
Total Group Hours		19	35	28	62	0	56	0	53	4	257			
Part A Totals		Total Group Costs	\$ 3,705	\$ 4,725	\$ 2,520	\$ 5,580	\$ -	\$ 5,600	\$ -	\$ 6,625	\$ 280	\$ 29,035	\$ 5,160	\$ 34,195
2	Part B - Construction Tasks													
2.1	Project Management	2			8						10	\$ 1,110	\$ -	\$ 1,110
2.2	Pre-construction meeting	1	2	2							5	\$ 645	\$ -	\$ 645
2.3	Contract Admin (assuming 6 weeks of construction)				4	300	8	12			324	\$ 27,920	\$ 200	\$ 28,120
2.4	Final Acceptance & Deficiency Inspections	1						8			9	\$ 1,035	\$ -	\$ 1,035
2.5	Project Closeout & Warranty							8			8	\$ 840	\$ -	\$ 840
2.6	As-builts			2			4	4			10	\$ 1,000	\$ -	\$ 1,000
Total Group Hours		4	2	4	12	300	12	32	0	0	366			
Part B Totals		Total Group Costs	\$ 780	\$ 270	\$ 360	\$ 1,080	\$ 25,500	\$ 1,200	\$ 3,360	\$ -	\$ -	\$ 32,550	\$ 200	\$ 32,750
OVERALL SUMMARY														
TOTAL PROJECT HOURS		23	37	32	74	300	68	32	53	4	623			
TOTAL PROJECT FEES		\$ 4,485	\$ 4,995	\$ 2,880	\$ 6,660	\$ 25,500	\$ 6,800	\$ 3,360	\$ 6,625	\$ 280		\$ 61,585	\$ 5,360	\$ 66,945

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-111

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and GFL Environmental Inc. for the Naming Rights of the GFL Memorial Gardens.

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 Amending Agreement dated May 31, 2021 between the City and GFL Environmental Inc., a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for the Naming Rights of the GFL Memorial Gardens.

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 31st day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

Schedule "A"

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made this 31st day of May, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

OF THE FIRST PART

-and-

GFL ENVIRONMENTAL INC.

("GFL")

OF THE SECOND PART

WHEREAS the City and GFL entered into a Naming, Advertising and Sponsorship Agreement on the 16th day of July, 2018, for GFL to receive the exclusive Naming Rights to the GFL Memorial Garden during the Term of the Agreement, and in accordance with the terms and conditions for same (the "Agreement");

AND WHEREAS pursuant to Section 3(a) of the Agreement, the Agreement is for a period of ten (10) years commencing August 1, 2018 and ending July 31, 2028 (the "Term");

AND WHEREAS Section 12(b) of the Agreement provides that:

"In addition, upon the cessation or material interruption of use or operation, for any other reason whatsoever or no reason (including but not limited due to a force majeure not described in Subsection 12(a) above, the Term of this Agreement shall be extended by an amount of time equal to the time that elapsed between the date of the last public ticketed event held at the Arena prior to the cessation or material interruption of operations and the date of the first public ticketed event held subsequent thereto."

AND WHEREAS given the closure of various facilities throughout the Province due to COVID, including the GFL Memorial Gardens at various times and the complete suspension of the 2020-2021 OHL Hockey Season, which the parties agree meets the definition of "Force Majeure" for the purposes of Section 12(b), the parties agree on a without prejudice basis to adjust the Term provisions set out in Section 3(a) and the payment provisions set out in 4(a) of the Agreement as provided for in this "Amending Agreement";

AND WHEREAS Section 20(f) permits future amendments to the Agreement so long as same is made in writing and signed by both parties;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. AMENDED TERM

The parties acknowledge and agree that Section 3(a) shall be deleted and replaced with the following:

“This Agreement is effective and enforceable upon execution by the parties hereto. The term of this Agreement (the “Term”) shall commence on August 1, 2018 and shall expire on July 31, 2029. Each twelve (12) month period beginning on August 1, 2018 and ending on July 31, 2029, during the Term, is sometimes referred to herein as a “Contract Year”. “

2. PAYMENTS AMENDED

- (a) The parties acknowledge and agree that Section 4(a) shall be deleted and replaced with the following:

“As consideration for the various rights granted by Owner to GFL hereunder, GFL shall pay to Owner seventy-five thousand Canadian Dollars (CDN \$75,000) plus HST per year for the Contract Years commencing August 1, 2018 to July 31, 2020 inclusive and August 1, 2021 to July 31, 2029 inclusive, representing 10 payments (“Naming Rights Fee”) totaling Seven Hundred and Fifty Thousand Canadian Dollars (CDN \$750,000) plus HST. There shall be no payment for the Naming Rights Fee for the Contract Year commencing August 1, 2020 to July 31, 2021 inclusive. Payments shall be made a minimum of forty-five (45) days in advance of the Contract Year, save for the first Contract Year, wherein a certified cheque payable to the Corporation of the City of Sault Ste. Marie shall be provided no later than two (2) weeks from the date of execution of this Agreement.”

- (b) The parties further acknowledge that GFL paid the City the sum of Seventy-Five Thousand (\$75,000) Dollars on June 3, 2020 which was intended for the August 1, 2020 to July 31, 2021 season. Given the new payment provisions as set out in Section 2(a) herein, GFL has requested and the City has agreed to allocate such payment to the August 1, 2021 to July 31, 2022 season.

3. SUITE AND USE OF THE ARENA DURING THE TERM

The parties acknowledge and agree that the terms and conditions, and resulting obligations related to Section 7 of the Agreement is hereby suspended for the Contract Year August 1, 2020 to July 31, 2021.

4. SCHEDULE A AMENDED

Schedule A to the Agreement is amended by changing “Original Term (Years)” from “Ten (10) years” to “Eleven (11) years”.

5. MISCELLANEOUS

- (a) The parties hereto acknowledge and agree that the adjustment of the Term in Section 3(a) and the Payment Provisions as set out in Section 4(a) of the Agreement is on a without prejudice basis and does not affect the remainder of the terms and conditions of the Agreement.

(b) The remaining terms and conditions of the Agreement remain in place and full force and effect.

IN WITNESS WHEREOF the parties hereto have signed this Amending Agreement this 31st day of May, 2021.

GFL ENVIRONMENTAL INC.

PER:

Patrick Dovigi
Authorized Representative for GFL
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:

MAYOR – CHRISTIAN PROVENZANO

PER:

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-112

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and Molson Canada 2005 for the Pouring Rights of the GFL Memorial Gardens.

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 Amending Agreement dated May 31, 2021 between the City and Molson Canada 2005, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for the Pouring Rights of the GFL Memorial Gardens.

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 31st day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

Schedule "A"

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made this 31st day of May, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

OF THE FIRST PART

-and-

MOLSON CANADA 2005

("Molson")

OF THE SECOND PART

WHEREAS the City and Molson entered into an Agreement dated the 17th day of June, 2019 for Molson to receive the Exclusive Beer Pouring Rights for the GFL Memorial Gardens and to set out the terms and conditions for same (the "Agreement");

AND WHEREAS pursuant to Section 1(a) of the Agreement, the Agreement is for a period of three (3) years commencing July 1, 2018 and ending on June 30, 2021 (the "Term");

AND WHEREAS the parties desire to amend the renewal terms set out in Section 1(b) of this Agreement, given that while the Request for Proposal ("RFP") contemplated two (2) additional one (1) year renewal terms reserved to the City to negotiate with Molson, Section 1(b) of the Agreement only provided for one (1) additional one (1) year renewal term and the parties desire for this Amending Agreement to reflect the intention of the parties as set out in the RFP;

AND WHEREAS given the closure of various facilities throughout the Province due to COVID, including the GFL Memorial Gardens, the parties agree on a without prejudice basis to adjust the Term provisions set out in Section 1 and the payment provisions set out in Section 5 and Schedule "C" to the Agreement as provided for in this "Amending Agreement";

AND WHEREAS Section 14(c) permits future amendments to the Agreement so long as same is made in writing and signed by both parties;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. AMENDED TERM

The parties acknowledge and agree that Section 1(a) and (b) of the Agreement shall be deleted and replaced with the following:

- "(a) This Agreement shall be for a term of four (4) years commencing July 1, 2018 and ending on June 30, 2022 (the "Term").

- (b) The City reserves the right to negotiate with Molson for two additional one (1) year periods at its discretion (the “Renewal Terms”).”

2. AMENDED POURING RIGHTS FEES

The parties acknowledge and agree that Section 5 of the Agreement shall be deleted and replaced with the following:

- “(a) In Consideration of the Pouring Rights, Molson shall pay the City a pouring rights fee as provided in Schedule “C” to this Agreement (the “Pouring Rights Fee”) due on the dates provided in Schedule “C”. The foregoing payments are each subject to Harmonized Sales Tax (HST) calculated at the applicable rate payable, currently thirteen (13%) percent, at the time each respective payment is due. The total value of this Agreement is One Hundred Eleven (\$111,000.00) Thousand Dollars for the initial Term as set out in Section 1(a) of this Agreement.
- (b) The parties also acknowledge and agree that in the event that the City exercises its right pursuant to Section 1(b) of the Agreement to pursue one or both of the one (1) year Renewal Terms, Molson shall pay the City a Pouring Rights Fee as set out in Schedule C on July 1, 2022 in the case of the first Renewal Term and July 1, 2023 in the case of the second Renewal Term.
- (c) In addition, Molson agrees to supply cups for the draft volume purchased by the venue each year estimated at \$4,000 for each season in the Term and Renewal Term(s), except for the July 1, 2020-June 30, 2021 season.
- (d) Molson further agrees to purchase one (1) additional one-night Suite Rental per season in the Term and Renewal Terms(s), except for the July 1, 2020-June 30, 2021 season.”

3. AMENDED SCHEDULE “C”

The parties acknowledge and agree that Schedule “C” to the Agreement shall be deleted and replaced with the following Amended Schedule “C”:

“AMENDED SCHEDULE “C”

POURING RIGHTS FEES

In consideration of the Exclusive Beer Pouring Rights as set out in the Agreement, Molson shall pay the City a fee plus Harmonized Sales Tax (HST) at the applicable rate (currently 13 percent) as follows:

<u>PAYMENT DATE</u>	<u>PAYMENT DUE</u>
(a) Term	
July 1, 2018	\$37,000.00 plus applicable HST
July 1, 2019	\$37,000.00 plus applicable HST
July 1, 2020	\$0.00 on a without prejudice basis given the closure of the GFL Memorial Gardens at various times during the year due to COVID

July 1, 2021 \$37,000.00 plus applicable HST

(b) Renewal Term(s) as Applicable Pursuant to Section 1(b) of the Agreement

July 1, 2022 \$37,000.00 plus applicable HST * if City exercises first Renewal Term pursuant to Section 1(b) of the Agreement.

July 1, 2023 \$37,000.00 plus applicable HST * if City exercises second Renewal Term pursuant to Section 1(b) of the Agreement.”

4. MISCELLANEOUS

(a) The parties hereto acknowledge and agree that the adjustment of the Term in Section 1 and the Payment Provisions as set out in Section 5 and Schedule “C” of the Agreement is on a without prejudice basis and does not affect the remainder of the terms and conditions of the Agreement.

(b) The remaining terms and conditions of the Agreement remain in place and full force and effect.

IN WITNESS WHEREOF the parties hereto have signed this Amending Agreement this 31st day of May, 2021.

MOLSON CANADA 2005

PER:

NAME:

Authorized Representative for Molson Canada 2005
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:

MAYOR – CHRISTIAN PROVENZANO

PER:

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-113

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and PepsiCo Beverages Canada, a Business Unit of PepsiCo Canada ULC for the Beverage Rights of the GFL Memorial Gardens.

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 Amending Agreement dated May 31, 2021 between the City and PepsiCo Beverages Canada, a Business Unit of PepsiCo Canada ULC, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for the Beverage Rights of the GFL Memorial Gardens.

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 31st day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

Schedule "A"

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made this 31st day of May, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

OF THE FIRST PART

-and-

PEPSICO BEVERAGES CANADA, A Business Unit of PEPSICO CANADA ULC

("Pepsi")

OF THE SECOND PART

WHEREAS the City and Pepsi entered into a Beverage Sales Agreement on the 18th day of July, 2016, for Pepsi to receive the Exclusive sale of Beverages and Products for the City Outlets as those terms are defined in the Agreement, and in accordance with the terms and conditions for same (the "Agreement");

AND WHEREAS pursuant to Section 1.1 of the Agreement, the Agreement is for a period of three (3) years commencing August 1, 2016 and ending July 31, 2019 (the "Initial Term") with the City having the right to extend the initial Term for a period of two (2) years on the same terms and conditions (the "Renewal Term"), that being for the period commencing August 1, 2019 and terminating July 31, 2021;

AND WHEREAS the City exercised its right pursuant to Section 1.1 of the Agreement and extended the Initial Term for a period of two (2) years, such that the Agreement shall now expire on July 31, 2021;

AND WHEREAS Section 7.11 of the Agreement provides that:

"Neither party shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impractical, owing to acts of God, public insurrections, floods, fires, strikes, lockouts, or other labor disputes, disruptions in supply, shortages or scarcity of materials, crop failures, freezes, and other circumstances of substantially similar character beyond the reasonable control of the affected party (collectively, "Force Majeure"). Any party so affected shall (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party shall promptly resume performance after it is no longer subject to Force Majeure."

AND WHEREAS given the closure of various facilities throughout the Province due to COVID, which the parties agree meets the definition of "Force Majeure", including Outlets of the City, the parties agree on a without prejudice basis to adjust the Term provisions set out in Section 1.1 and the payment provisions set out in Exhibit "C" to the Agreement as provided for in this "Amending Agreement";

AND WHEREAS Section 17.19 permits future amendments to the Agreement so long as same is made in writing and signed by both parties;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. AMENDED TERM

The parties acknowledge and agree that Section 1.1 shall be deleted and replaced with the following:

“The term (the “Term”) of this Agreement shall commence on August 1, 2016 (the “Commencement Date”) and, unless earlier terminated in accordance herewith shall terminate on July 31, 2019. The Customer may extend the Term of this Agreement by a period of three (3) years on the same terms and conditions (the “Renewal Term”), and the PBC acknowledges having received such notice of the City’s desire to extend the Agreement. As such, the Renewal Term of the Agreement shall now expire on July 31, 2022.”

2. PAYMENTS TO DATE

(a) The parties acknowledge that PBC paid the City:

- (i) the Signing Bonus required in Exhibit C;
- (ii) the Annual Exclusive Beverage Rights Fee of Twelve Thousand (\$12,000.00) Dollars for each year of the Term and Renewal Term commencing August 1, 2016 to July 31, 2020;
- (iii) the Annual Guaranteed Vending Payment of Nine Thousand (\$9,000.00) Dollars for each year of the Term and Renewal Term commencing August 1, 2016 to July 31, 2020; and
- (iv) the Managed Marketing Support Funds of Three Thousand (\$3,000.00) Dollars for each year of the Term and Renewal Term commencing August 1, 2016 to July 31, 2020.

(b) The parties acknowledge that PBC did not pay the Annual Exclusive Beverage Rights Fee of Twelve Thousand (\$12,000.00) Dollars, the Annual Guaranteed Vending Payment in the sum of Nine Thousand (\$9,000.00) Dollars or the Managed Marketing Support Funds in the sum of Three Thousand (\$3,000.00) Dollars for the period of August 1, 2020 to July 31, 2021.

3. AMENDED EXHIBIT “C”

The parties hereto acknowledge and agree that Exhibit C to the Agreement shall be amended by adding the following paragraphs:

“Notwithstanding anything to the contrary set out above, the parties acknowledge and agree that on a without prejudice basis, given COVID and its impact on the August 1, 2020 to July 31, 2021 season and Renewal Term comprising this same time period:

- (a) PBC shall not be required to pay the Annual Exclusive Beverage Rights Fee of Twelve Thousand (\$12,000.00) Dollars, the Annual Guaranteed Vending Payment of Nine Thousand (\$9,000.00) Dollars or the Managed Marketing Support Funds of Three

Thousand (\$3,000.00) Dollars for the Renewal Term period commencing August 1, 2020 to July 31, 2021; and

- (b) PBC shall pay the City the Annual Exclusive Beverage Rights Fee of Twelve Thousand (\$12,000.00) Dollars, the Annual Guaranteed Vending Payment of Nine Thousand (\$9,000.00) Dollars and the Managed Marketing Support Funds of Three Thousand (\$3,000.00) Dollars for the Renewal Term period commencing August 1, 2021 to July 31, 2022, representing their final set of payments under this Agreement for the Renewal Term and shall make such payment at least sixty days prior to August 1, 2021.

4. MISCELLANEOUS

(a) The parties hereto acknowledge and agree that the adjustment of the Term in Section 1.1 and the Payment Provisions as set out in Exhibit "C" of the Agreement is on a without prejudice basis and does not affect the remainder of the terms and conditions of the Agreement.

(b) The remaining terms and conditions of the Agreement remain in place and full force and effect.

IN WITNESS WHEREOF the parties hereto have signed this Amending Agreement this 31st day of May, 2021.

**PEPSICO BEVERAGES CANADA, A Business Unit of PEPSICO
CANADA ULC**

PER:

Name:

Authorized Representative for Pepsico Beverages Canada,
A Business Unit of PEPSICO
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:

MAYOR – CHRISTIAN PROVENZANO

PER:

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2021-114

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 232 to the Official Plan for the City of Sault Ste. Marie (1544158 Ontario Inc. c/o Carlo China - 249 Old Garden River Road and 260 Millcreek Drive).

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

1. The Council hereby adopts Amendment No. 232 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 31st day of May, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2021\OLD GARDEN RIVER ROAD, 249 AND MILLCREEK DRIVE, 260\2021-114
OP.DOCX

**AMENDMENT NO. 232
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Land Use Schedule C of the Official Plan as well as a notwithstanding clause to the Housing Policies of the Plan.

LOCATION

SEC 29SPT PCL 8883 PCL 5862 RP 1R4269 PART 9 RP 1R2864 PART 7 AWS and SEC 29SPT PCL 3563 AWS, Civic no's, 249 and 260 Old Garden River Road.

BASIS

These Amendments are necessary in view of a request for Draft Plan of Subdivision approval for a 69-unit residential subdivision upon the subject properties, which are currently designated Institutional on Land Use Schedule C and require a Residential Land use Designation. Furthermore, the 69-unit residential subdivision is proposed to have no 'affordable units', whereas Housing Policy 6 (HO.6) requires at least 30% of the units to be affordable in this instance.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

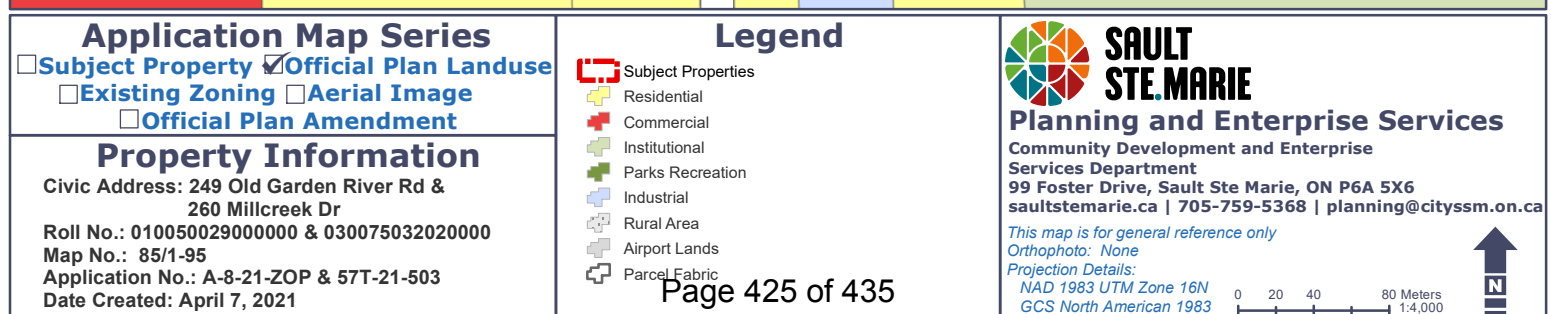
The Official Plan for the City of Sault Ste. Marie is hereby amended by redesignating the subject properties from Institutional to Residential on Land Use Schedule C and adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

154. Notwithstanding Housing Policy 6 (HO.6) of the Official Plan, the properties described as, SEC 29SPT PCL 8883 PCL 5862 RP 1R4269 PART 9 RP 1R2864 PART 7 AWS and SEC 29SPT PCL 3563 AWS, Civic no's, 249 and 260 Old Garden River Road, are not required to provide any affordable units within the proposed residential development.

INTERPRETATION

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



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-115

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 concerning lands located at 249 Old Garden River Road and 260 Millcreek Drive (1544158 Ontario Inc. c/o Carlo China).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

- 1A. **LOTS 38 TO 54 OF THE SUBJECT PROPERTY; LOCATED ON THE SOUTH SIDE OF OLD GARDEN RIVER ROAD, APPROXIMATELY 281M NORTHEAST OF ITS INTERSECTION WITH SECOND LINE EAST; CHANGE FROM I TO R3**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 85/1-95 and further described per Draft Plan of Subdivision dated January 18th, 2021 of Schedule "A" to By-law 2005-150, is changed from I (Institutional) zone to R3 (Low Density Residential) zone.

- 1B. **LOTS 1 TO 37 AND BLOCKS 57 AND 58 OF THE SUBJECT PROPERTY; LOCATED ON THE SOUTH SIDE OF OLD GARDEN RIVER ROAD, APPROXIMATELY 281M NORTHEAST OF ITS INTERSECTION WITH SECOND LINE EAST; CHANGE FROM I TO R2**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 85/1-95 and further described per the Draft Plan of Subdivision dated January 18th, 2021 of Schedule "A" to By-law 2005-150, is changed from I (Institutional) zone to R2 (Single Detached Residential) zone.

- 1C. **BLOCK 56 OF THE SUBJECT PROPERTY; LOCATED ON THE SOUTH SIDE OF OLD GARDEN RIVER ROAD, APPROXIMATELY 281M NORTHEAST OF ITS INTERSECTION WITH SECOND LINE EST; CHANGE FROM I TO PR**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 85/1-95 and further described per the Draft Plan of Subdivision dated January 18th, 2021 of Schedule "A" to By-law 2005-150, is changed from I (Institutional) zone to PR (Parks and Recreational) zone.

2. **SCHEDULE “A”**

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

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 232.

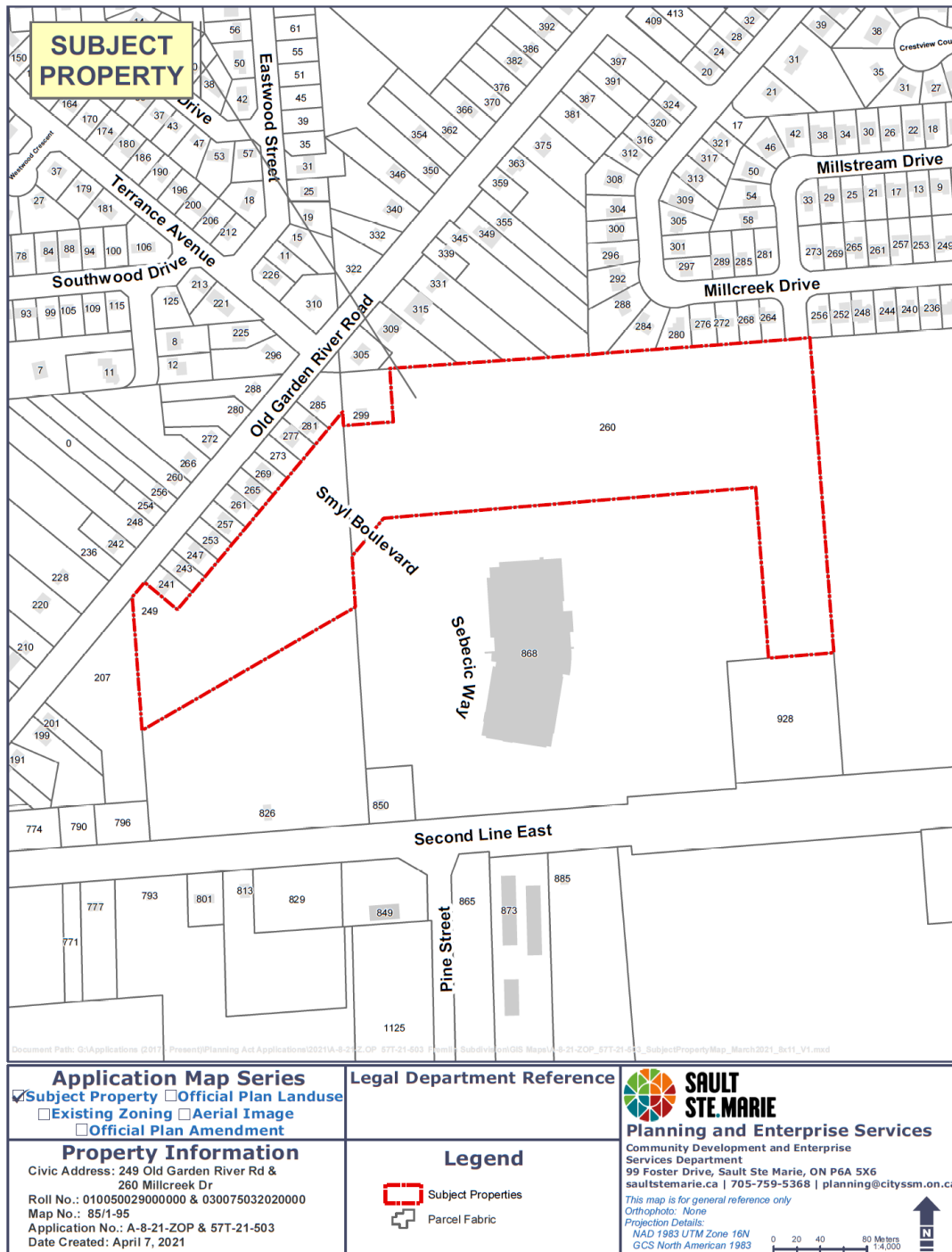
PASSED in Open Council this 31st day of May, 2021.

MAYOR – CHRISTIAN PROVENZANO

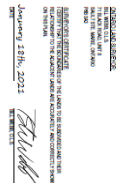
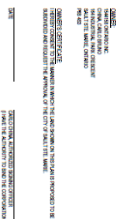
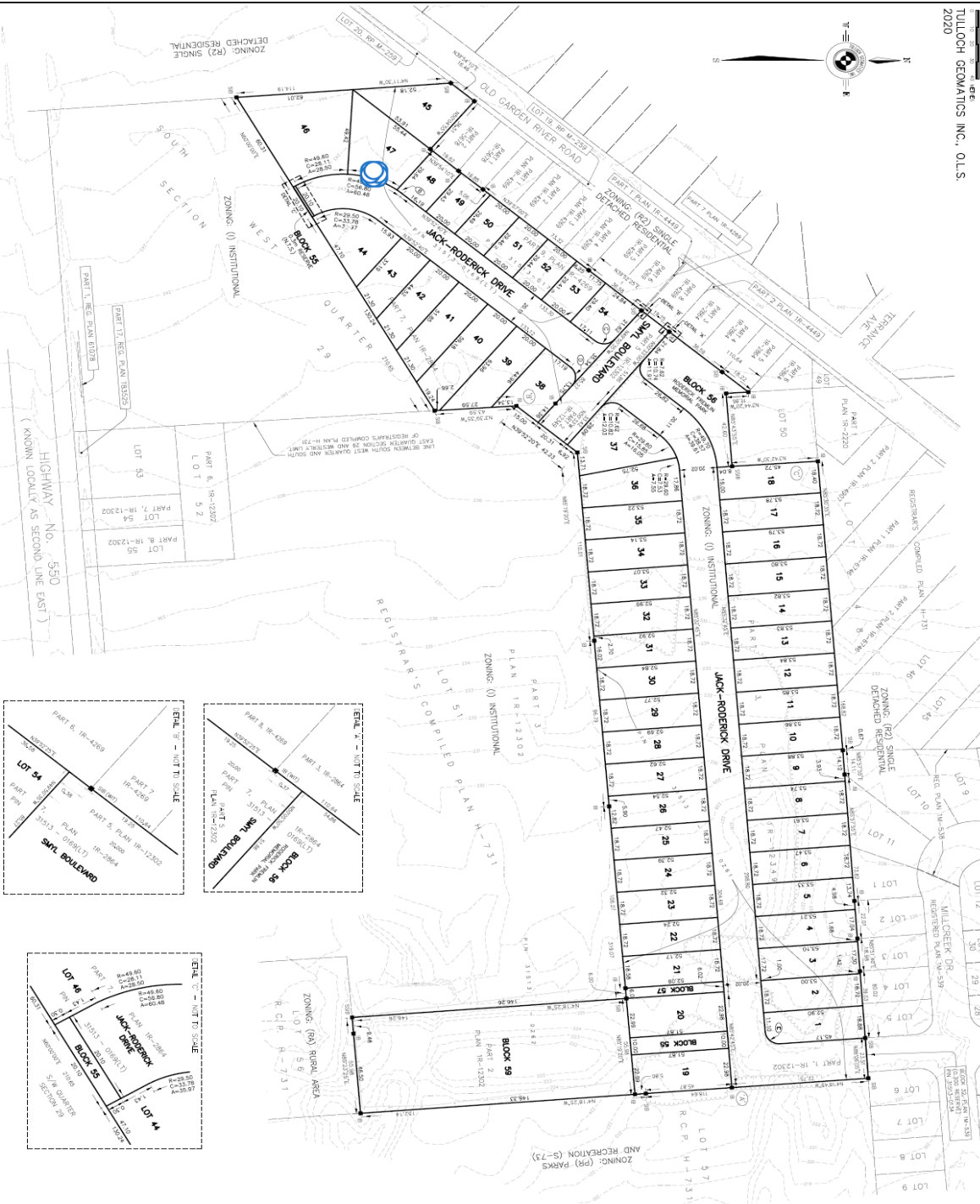
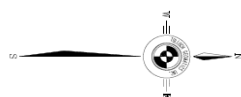
CITY CLERK – RACHEL TYCZINSKI

daLEGAL\STAFF\LEGAL\ZONING\2021\OLD GARDEN RIVER ROAD, 249 AND MILLCREEK DRIVE,
260\2021-115 ZONING.DOCX

SCHEDULE "A" TO BY-LAW 2021-115



TULLOCH GEOMATICS INC., O.L.S
2020



KEY PLAN SCALE 1:7500

[illegible]

CLIVE SCHOLLE			
GRADE	SCORES PER	STUDY PER	READING
(A)	48.00	28.17	54.71/52.50
(B)	48.00	3.00	50.71/52.50
(C)	7.00	11.00	44.71/50.00
(D)	7.00	12.00	50.71/52.50
(E)	7.00	11.00	54.71/52.50

[illegible]

PREPARED BY: **DANIEL J. FRENLIN BUILDING GROUP**

TULLOCH
71 BLACK ROAD SAULT STE. MARIE, ONTARIO
UNIT 8 P6B 0A3 700-949-1457
SURVEYOR: BILL HOBBS, C.S. FILE #

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-116

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Intact Public Entities Inc. for claim handling.

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 Intact Public Entities Inc. a copy of which is attached as Schedule "A" hereto. This Agreement is for claim handling.

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 31st day of May, 2021. .

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Claim Handling Agreement

This agreement is by and between Intact Public Entities Inc. ("Intact Public Entities") and
The Corporation of the City of Sault Ste Marie

(the "Insured")

This Agreement pertains to the following Policy Numbers:

CP83590A

Purpose

- To formally set the basis upon which the "Insured" is permitted to respond to claims against the "Insured" that normally would be reported to and handled by "Intact Public Entities"
- To ensure all claims are handled effectively and appropriately
- To reduce the cost of claims handling
- To ensure all arms-length expenses incurred by the "Insured" on internally handled claims matters are tracked accurately and completely
- To provide an early warning system for claims that may exceed the policy deductible

Background

Whereas reporting conditions and requirements are present in and form part of the policies of insurance issued to the "Insured" by "Intact Public Entities"; and

whereas the "Insured" wishes to handle and respond to certain claims against the "Insured" internally; and

whereas "Intact Public Entities" authorizes the "Insured" to respond to certain claims against the "Insured" internally subject to the terms of this agreement; and

whereas this agreement is intended to remain in force until all claims handled by the "Insured" and covered by the policies of insurance issued by "Intact Public Entities" are resolved,

therefore, the "Insured" agrees to the following terms and conditions.

Reporting Requirement:

If at any time during the handling of a claim it becomes apparent that the claim:

- has reached or is expected to reach a total incurred (Reserves + Payments) value in excess of 50% of the policy deductible or,
- is the type of claim set out below, or
- triggers coverage under a Claims Made wording. I.e. E&O, Environmental, (Claims of this nature must be reported before the end of the policy term in which they are received by the "Insured" as it is a condition of coverage).

The "Insured" shall **immediately** report the claim, despite the "Insured" not bearing any liability, to "Intact Public Entities" who may elect to assume handling of the claim.

Type of Claim That Must Be Reported Immediately (Regardless of Liability Assessment):

- Fatalities
- Brain damage resulting in mental or physical impairment
- Injuries resulting in total or partial paralysis
- Third degree burns (10% of body) or second degree burns (30% of body)
- Impairment of vision or hearing (50% or more)
- Massive internal injuries affecting internal body organ(s)
- Multiple fractures involving more than one member or significant shortening of limbs
- Fracture of both heel bones
- Total disability in excess of 6 month, regardless of injury
- Multiple cases of drug or vaccine reaction
- Class action suits
- Pollution, environmental or contamination

If at any time a claim is not reported to "Intact Public Entities" that otherwise should have been as per the above criteria or "Intact Public Entities" requests a claim be reported which subsequently is not, "Intact Public Entities" reserves the right to deny cover. If the Insurer has been prejudiced.

When claims are reported to "Intact Public Entities", any commitments made by the "Insured" are subject to ratification by "Intact Public Entities". "Intact Public Entities" may exercise its right to engage alternative service providers than those the "Insured" has assigned.

Tracking

The "Insured" shall maintain a claims reporting and tracking system on which all claims will be entered. An up to date claims loss bordereaux of all claims handled by the "Insured" must be forwarded to "Intact Public Entities" every six (6) months or as requested by "Intact Public Entities". The bordereaux shall include the following data elements:

- Date Claim Reported
- Claims Reference
- Date of loss
- Loss Description inclusive of injuries and or property damage details
- Claim Status (open / closed / reopened)
- Financials
 - Reserve - Indemnity
 - Reserve – Expense
 - Paid –Indemnity
 - Paid – Expense
 - Total Incurred

The "Insured" shall continue to provide the above noted bordereaux until such time that there are no longer any open "Intact Public Entities" claims being handled internally.

Expenses

Arms-length expenses will not include salaries for "Insured" personnel, administrative or overhead expenses.

Arms-length expenses will include the following paid to third party vendors:

- Defence legal
- Adjusting
- Investigation
- Experts

Audit

"Intact Public Entities" shall have the right to audit claims handled by the "Insured", under this Claims Handling Agreement, having provided reasonable notice. The results of all audits will be shared with the "Insured".

The audit will address proper documentation to support coverage, liability and quantum, claim handling quality, reserve timeliness, settlement level appropriateness, quality of defense and adherence to this agreement.

"Intact Public Entities" shall have the right to audit claims handled by the "Insured" under this Claim Handling Agreement until all claims handled by the "Insured" and covered by "Intact Public Entities" are resolved; regardless of whether "Intact Public Entities" continues to issue policies on behalf of the "Insured".

Termination

If at any time the terms of this agreement are not being met, "Intact Public Entities" reserves the right to terminate this agreement and assume carriage of all or some of the "Insured's" claims.

We the undersigned have the authority to execute this agreement.

Dated at _____ the ____ day of _____, 202__

(the "Insured")

Mayor - Christian Provenzano

Name and Title of Authorized Representative

City Clerk - Rachel Tyczinski

Name and Title of Authorized Representative

Signature of Authorized Representative

Signature of Authorized Representative

Intact Public Entities Inc.

Josie Pachis, Vice President Claims

Name and Title of Authorized Representative

Signature of Authorized Representative

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2021-101

LANE CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a lane in the Harris & Buckley Subdivision, Plan M30.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2021-100;

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 PT PIN 31590-0276 (LT) 12 FT LANE PL M30 KORAH ALONG LT 203 ONLY; CITY OF SAULT STE. MARIE, Harris & Buckley Subdivision, Plan M30, 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 31st day of May, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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

