



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

Tuesday, October 12, 2021

4:30 pm

Video Conference

Pages

1. Adoption of Minutes

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the Minutes of the Regular Council Meeting of September 27, 2021 be approved.

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

3. Declaration of Pecuniary Interest

4. Approve Agenda as Presented

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the Agenda for October 12, 2021 City Council Meeting as presented be approved.

5. Proclamations/Delegations

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that all the items listed under date October 12, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

- 6.1. Procurement Policies and Procedures 2021 Update** 9 - 11
- A report of the Chief Financial Officer/Treasurer is attached for the consideration of Council.
- The relevant by-law number 2021-197 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.2. Window Repair/Restoration – Old Stone House Ermatinger-Clergue National Historic Site** 12 - 13
- 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 October 12, 2021 be received and that the tender for Window Repair/Restoration at the ECNHS be awarded to Robertson Restoration (818185 Ontario Inc.), at their low tendered price, meeting specifications, of \$92,560 plus HST for work of up to thirteen (13) windows at this time.
- 6.3. Tabulator Voting Solution** 14 - 15
- A report of the Manager of Purchasing for the consideration of Council.
- Mover Councillor R. Niro
Seconder Councillor M. Shoemaker
Resolved that the report of the Manager of Purchasing dated October 12, 2021 be received and that the proposal submitted by Dominion Voting Systems for the provision of a tabulator voting solution and support services, for the proposed fee at upset limit of \$123,950.25 plus HST, as outlined in their proposal as submitted, as required by City Clerk's Department, be approved on a single source basis.
- A By-law authorizing signature of an agreement for tabulator voting system and support services will appear on a future Council Agenda.
- 6.4. Outstanding Council Resolutions** 16 - 23
- A report of the Deputy City Clerk is attached for the consideration of Council,
- Mover Councillor R. Niro
Seconder Councillor D. Hilsinger
Resolved that the report of the Deputy City Clerk dated September 27, 2021 concerning Outstanding Council Resolutions be received and that Council approve the removal of the following from the outstanding resolutions list:
- Animation Cel Collection;

- Millennium Fountain;
- National Housing Strategy;
- Upgrade to Class D Roads;
- Public Input Sessions in Rezoning Application Process; and
- Green Laneways.

6.5. First Nations – Municipal Community Economic Development Initiative 24 - 26

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

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated October 12, 2021 be received and that staff be authorized to apply to the First Nations – Municipal Community Economic Development Initiative program with either or both of Batchewana First Nation and Garden River First Nation.

6.6. Pointe des Chenes Transit Pilot Results 27 - 31

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Director of Community Services dated October 12, 2021 concerning Pointe des Chenes Transit Pilot Results be received and that Transit Services be authorized to refer the service level increase of \$11,000 to the 2022 Budget process.

6.7. Welcome to Sault Ste. Marie Campaign 32 - 33

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

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the report of the Director of Tourism and Community Development dated October 12, 2021 concerning Welcome to Sault Ste. Marie Campaign be received as information.

6.8. FedNor Northern Ontario Development Program Agreement – RNIP 34 - 36

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

The relevant By-law 2021-200 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.9. Community Development Applications – October 2021 37 - 47

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that the report of the Director of Tourism and Community Development dated October 12, 2021 concerning Community Development Fund applications be received and that the recommendation of the Economic Development Corporation of Sault Ste. Marie Board of Directors to allocate \$60,000 in the following amounts from the Community Development Fund – Economic Development stream be approved:

1. Rural and Northern Immigration Pilot Program – matching funds \$50,000
2. Adventure Pass support \$10,000

6.10. Investing in Canada Infrastructure Program COVID Resilience Funding Agreement 48 - 49

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

The relevant By-law 2021-177 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11. Simpson Street On-Street Parking 50 - 51

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Manager of Design and Transportation Engineering dated October 12, 2021 concerning on-street parking on Simpson Street be received and that the current parking prohibitions on the west side of Simpson Street between Queen Street East and Wellington Street East be removed.

Staff will revise the appropriate schedule in the Traffic By-Law which will be brought to Council for approval at a later date.

6.12. Land Ambulance Maintenance 2021 Extension Agreement 52 - 53

A report of the Fire Chief for the consideration of Council.

The relevant Agreement and By-law 2021-196 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.13. License Agreement and Noise By-Law Exemption for Remembrance Day 54 - 55

A report of the City Solicitor is attached for the consideration of Council.

The relevant By-laws 2021-194 and 2021-195 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

7. Reports of City Departments, Boards and Committees

7.1. Administration

7.2. Corporate Services

7.3. Community Development and Enterprise Services

7.4. Public Works and Engineering Services

7.5. Fire Services

7.6. Legal

7.7. Planning

7.8. Boards and Committees

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

8.1. 69 Old Garden River Road 56 - 85

Mover Councillor M. Bruni

Seconder Councillor R. Niro

Resolved that the rules of procedure be suspended to allow for a motion for reconsideration without a notice of motion.

Mover Councillor M. Bruni

Seconder Councillor R. Niro

Resolved that the following resolution of September 27, 2021 be reconsidered:

Resolved that By-law 2021-186 being a by-law to authorize the sale of surplus property being civic 69 Old Garden River Road legally described in PIN 31514-0095 (LT) to Rocchetta Holdings Inc. be passed in open Council this 27th day of September, 2021.

Mover Councillor M. Bruni

Seconder Councillor M. Scott

Resolved that By-law 2021-186 being a by-law to authorize the sale of surplus property being civic 69 Old Garden River Road legally described in PIN 31514-0095 (LT) to Rocchetta Holdings Inc. be passed in open Council this 12th day of October, 2021.

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 October 12, 2021 be approved.

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

11.1.1. By-law 2021-177 (Agreement) ICIP Agreement Civic Centre Entrance

86 - 143

A report from the Director of Engineering is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-177 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Investing in Canada Infrastructure Program (ICIP) COVID Resilience funding for improvements to the Civic Centre main exterior entrance be passed in open Council this 12th day of October, 2021.

11.1.2. By-law 2021-194 (Agreement) 49th Field Regiment – Remembrance Day

144 - 147

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-194 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence for the purpose of a Remembrance Day Ceremony Gun Salute, in support of the annual Remembrance Day commemoration scheduled for November 11, 2021 be passed in open Council this 12th day of October, 2021.

- 11.1.3. By-law 2021-195 (Regulations) Exemption Firearms By-law 2008-168 and Noise By-law 80-200** 148 - 148
- A report from the City Solicitor is on the Agenda.
- Mover Councillor M. Bruni
Seconded Councillor D. Hilsinger
Resolved that By-law 2021-195 being a by-law to exempt Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment), while using the Hub Trail Boardwalk, 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 12th day of October, 2021.
- 11.1.4. By-law 2021-196 (Agreement) Fire Services and DSSAB Land Ambulance Maintenance Amending Agreement** 149 - 151
- A report from the Fire Chief is on the Agenda.
- Mover Councillor M. Bruni
Seconded Councillor D. Hilsinger
Resolved that By-law 2021-196 being a by-law to authorize the execution of the Amending Agreement between the City and District of Sault Ste. Marie Social Services Administration Board (DSSAB) for Fire Services Support Services Division to perform maintenance and repairs on Emergency Medical Services (EMS) vehicles be passed in open Council this 12th day of October, 2021.
- 11.1.5. By-law 2021-197 Procurement Policies and Procedures 2021 Update** 152 - 181
- A report from the Chief Financial Officer/Treasurer is on the Agenda.
- Mover Councillor M. Bruni
Seconded Councillor D. Hilsinger
Resolved that By-law 2021-197 being a by-law that establishes the authority and sets out the methods by which Goods, Services or Construction will be purchased and disposed of for the purposes of the City of Sault Ste. Marie be passed in open Council this 12th day of October, 2021.
- 11.1.6. By-law 2021-198 (Zoning) 255 East Balfour Street (Fremlin)** 182 - 184
- Council report was passed by Council resolution on September 27, 2021.
- Mover Councillor M. Bruni
Seconded Councillor D. Hilsinger
Resolved that By-law 2021-198 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 255

East Balfour Street (Fremlin) be passed in open Council this 12th day of October, 2021.

11.1.7. By-law 2021-199 (Zoning) 306 River Road (Fremlin) 185 - 187

Council Report was passed by Council resolution on September 27, 2021.

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-199 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 306 River Road (Fremlin) be passed in open Council this 12th day of October, 2021.

11.1.8. By-law 2021-200 (Agreement) FedNor Northern Ontario Development Program 188 - 216

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

Mover Councillor M. Bruni

Seconder Councillor D. Hilsinger

Resolved that By-law 2021-200 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Economic Development and Official Languages for the FedNor Northern Ontario Development Program be passed in open Council this 12th day of October, 2021.

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

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

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

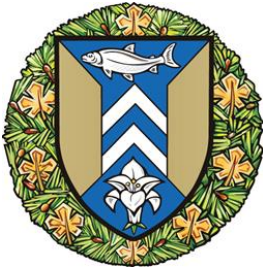
13. Closed Session

14. Adjournment

Mover Councillor R. Niro

Seconder Councillor M. Shoemaker

Resolved that this Council now adjourn.



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

COUNCIL REPORT

October 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Procurement Policies & Procedures 2021 Update

Purpose

The purpose of this report is to seek Council approval of the recommendations for the update of the Procurement Policies and Procedures by-law.

Background

The last major review and update of the Procurement Policies and Procedures by-law was done in 2016. That review provided significant changes adding a non-competitive procurement process, a methodology for consultant and professional services and increases to approval limits. In 2020 the by-law was amended to increase the low dollar value purchases limit from \$2,500 to \$5,000.

By-law 2020-141, the current Procurement Policy, states that the by-law shall be reviewed every five(5) years.

Analysis

The Procurement Policies and Procedures by-law 2020-141 was reviewed in detail by the Chief Financial Officer/Treasurer and the Manager of Purchasing. As well, comment was sought from the City departments on areas they felt should be reviewed.

The Broader Public Sector (BPS) Procurement Directive, 2011 was reviewed in relation to the City's current practices. Although the directive does not apply to municipal governments, it is a tool that may be used as a reference on best practices in the procurement of goods and services that use public funds. The directive aims to improve openness, fairness and transparency during the procurement process. As a publicly funded organization, the City should provide all qualified vendors with fair access to the purchase of goods and services and choose successful vendors in a fair and non-discriminatory process.

Summary of Changes:

- 1) Council passed the following resolution on March 18, 2019:
“Whereas climate change is a challenge that requires attention from everyone and every level of government; and
Whereas the environmental impacts of the City of Sault Ste. Marie procuring a good or service should factor into any decision the City of Sault Ste. Marie procures a good or service; and
Whereas considering the environmental impact of a procurement of goods or services could provide an edge to local businesses when competing for an award from the City of Sault Ste. Marie;
Now Therefore Be It Resolved that staff review the City of Sault Ste. Marie Procurement Policy to ensure that one of the criteria that is considered when procuring goods or services is the environmental impact of said procurement and report back to Council with a recommended policy.

Environmental Impact is now included as one of the Purposes, Goals and Objectives in Part II of the policy. It now states: “In an effort to minimize the impact on the environment, departments will consider environmental factors within the specifications of their procurements in addition to the specific requirements of the good or service in a competitive process.” The associated process change is that environmental impact will be a factor of consideration within the evaluation matrix. Proponents will be requested to supply their contributions for minimizing impact on environment, such as reusable supply, non-toxic, reduction of greenhouse gas, Energy Star rating or biodegradable products.

- 2) Definitions were added for further clarity of the policy for Informal Bids and Scope of Work.
- 3) Financial approval level for the Chief Administrative Officer is recommended to be increased to \$125,000. The increase will not have a material impact on the number of procurement reports that Council receives and approves annually. The increase does assist staff in the administrative areas by facilitating more timely response for items such as change orders, agreements, insurance claims up to deductible limit and managing capital project budget requirements as set out in the Capital Budget and Financing policy. Approval levels for two other northern municipalities are set at \$100,000 but those policies are dated 3-7 years earlier.
- 4) Change Orders under Section 7(3) is updated to better define scope of work changes versus other changes. The change in value is an item noted by other departments as an efficiency to manage project requirements without delays. Currently Council-approved projects with small dollar value change orders require Council approval. Implementing a 20% tolerance of the original value in total and within the CAO's

approval limit manages this concern. All change orders are still subject to identified available funding.

- 5) The Engagement of Licensed Professionals is updated to extend the term of the Vendor of Record renewal process from one year to three years. Suppliers can apply for inclusion at any time as per the previous policy.
- 6) Non-Competitive Procurements under Section 22 is expanded based upon the BPS review to include reference to patents, monopolies and confidentiality.
- 7) The execution of formal agreements under Section 31(6) is updated to include agreements delegated to the CAO as per the CAO by-law. The CAO by-law currently includes entering into “contracts of routine occurrence” in the name of the Corporation. There is no definition of “routine” and it has been interpreted to not include formal agreements as set out in the Procurement Policy. Legal has noted that the CAO by-law is from 2007 and likely is due to be updated. Any changes to the CAO by-law delegation for agreements will now flow to the Procurement Policy.

Financial Implications

The update of the Procurement Policy and Processes by-law does not have a direct financial impact.

Strategic Plan / Policy Impact

The Procurement Policy and Processes by-law is directly related to the Corporate Values of Accountability and Transparency and Fiscal Responsibility. The public expects that taxpayer funds be used with honesty, due diligence and care.

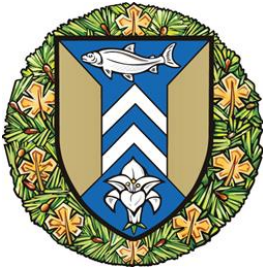
Recommendation

It is therefore recommended that Council take the following action:

The relevant by-law number 2021-197 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

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**

COUNCIL REPORT

October 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Marlow, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Window Repair/Restoration – Old Stone House
Ermatinger-Clergue National Historic Site (ECNHS)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for Window Repair/Restoration at the ECNHS, as required by the Recreation & Culture Division of Community Development and Enterprise Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

A need for repairs/restoration of windows of ECNHS had been established through its Rehabilitation Project. Restoration as required includes windows, frames and glazing. The tender was publicly advertised. Tenders closed on August 20, 2021 at 12:00:00 pm.

ANALYSIS

Submission from one (1) bidder was received prior to closing deadline:

Robertson Restoration

The tender received has been thoroughly evaluated and reviewed by City staff representation from CDES and Purchasing, and the tendered price meeting specifications is being recommended. Although only one tender was received, it is deemed to be fair and equitable.

FINANCIAL IMPLICATIONS

The tendered price meeting specifications as recommended by the review committee, will result in a total expenditure of \$189,890; HST being fully rebatable.

Funding in the amount of \$338,000 for the ECNHS Rehabilitation Project was approved from three sources:

- \$143,000 out of the Asset Management Reserve during the 2019 budget deliberations

Window Repair/Restoration – Old Stone House Ermatinger-Clergue National Historic Site (ECNHS)

October 12, 2021

Page 2

- \$100,000 August 10, 2020 Council Report access of Historic Sites Trust Fund Reserves
- \$95,000 grant dollars through Rural Economic Development (RED) Program

Utilizing the additional trust and grant funds received, a Report to Council August 10, 2020 outlines the total \$338,000 funding to the following work requirements at the ECNHS:

\$ 75,000.00 Basement Foundation:
\$ 8,000.00 OSH Chimneys:
\$180,000.00 OSH Windows
\$ 47,000.00 Front Porch
\$ 19,000.00 Professional Services –PM
\$ 9,000.00 Shutters-Framing
\$338,000.00 Total combined funding

At this time, \$93,620 in funding remains.

The Tender was issued to allow that the windows repaired and/or restoration work could be prioritized and adjusted to meet existing budget.

- Available budget allows to proceed with the repair and/or restoration of up to thirteen (13) windows for a total of \$92,560

This portion of tendered amount can be accommodated from within the remaining budget.

The balance of fifteen (15) windows will be assessed in 2022, pending Budget approvals.

STRATEGIC PLAN / POLICY IMPACT

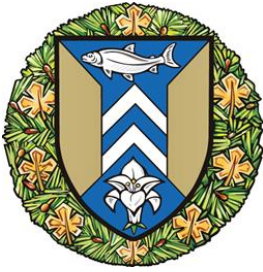
Upgrades of Existing Infrastructure are included in the Infrastructure focus area of the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated October 12, 2021 be received and that the tender for Window Repair/Restoration at the ECNHS be awarded to Robertson Restoration (818185 Ontario Inc.), at their low tendered price, meeting specifications, of \$92,560 plus HST, for work of up to thirteen (13) windows at this time.

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

October 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Tabulator Voting Solution – Administration Clerks
Department

Purpose

This report has been prepared for Council's information and consideration concerning the proposal received for a tabulator voting solution for the 2022 Municipal Election, as required by the City Clerk's Department. Staff is seeking Council approval of the recommendation contained in this report.

Background

On June 28, 2021, Council passed the following resolution:

Resolved that the report of the City Clerk and Deputy City Clerk dated June 28, 2021 concerning Municipal Election 2022 be received and that the 2022 Municipal Election be conducted with in-person voting and tabulator count at an estimated cost of \$320,000;

Be It Further Resolved that Council direct staff to include a "Register to Vote By Mail" option for the 2022 election and that the additional cost associated with the "Register to Vote By Mail" process be paid from a source determined to be most appropriate by staff, or, in the event a source cannot be identified, from the Unforeseen Reserve."

Further that staff be authorized to issue an RFP for the acquisition of vote tabulators.

Analysis

A publicly advertised Request for Proposal was issued, however closed with no compliant bid responses.

Dominion Voting Systems subsequently expressed interest in providing a viable solution to the City of Sault Ste. Marie and has submitted a proposal for consideration.

It is the consensus of a review committee comprised of city staff from City Clerks Department and IT Services that Dominion's proposed Tabular Voting Solution meets the needs for both in-person paper ballot tabulation and vote-by-mail tabulation.

City Council approval of single sourcing of the supply, installation and support of the proposed tabular voting solution to Dominion Voting Systems is recommended based upon their extensive experience in vote tabulation for elections, and their outline of support services to assist City staff in planning and implementing the system. This is in accordance with the Purchasing By-law where no (compliant) bids were received in response to a Bid Solicitation, and there is an absence of competition.

Financial Implications

Dominion Voting Systems has proposed a cost for the tabulator voting solution and support at an upset limit of \$123,950.25. (plus HST).

Dominion Voting Systems has also provided unit cost pricing for election consumable supplies. Consumable purchases (i.e. ballot boxes, etc.) will be allocated through the reserve.

The estimated election expense, excluding the “Register to Vote by Mail” option, is \$320,000. There is estimated to be \$282,000 in the election reserve for the 2022 municipal election. An additional \$40,000 will be included as a one time operating increase in the 2022 budget. The \$75,000 ongoing annual reserve contribution currently included in the budget will be assessed after the 2022 election is complete.

Strategic Plan / Policy Impact

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

Recommendation

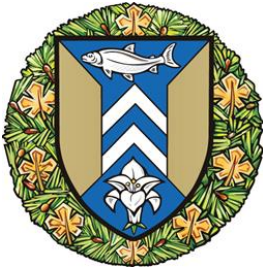
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated 2021 10 12 be received and the recommendation that the proposal submitted by Dominion Voting Systems for the provision of a tabulator voting solution and support services, for the proposed fee at upset limit of \$123,950.25 plus HST, as outlined in their Proposal as submitted, as required by City Clerks Department, be approved on a single source basis.

A By-Law authorizing signature of an agreement for tabulator voting system and support services will appear on a future Council Agenda.

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

October 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Madison Zuppa, Deputy City Clerk
DEPARTMENT: Corporate Services
RE: Outstanding Council Resolutions

Purpose

The purpose of the report is to update Council regarding outstanding resolutions and request Council approval to remove select resolutions.

Background

Staff provide an updated list of outstanding resolutions to Council quarterly. On July 12, 2021 Council suggested staff review the list to identify resolutions that may be outdated and potentially no longer relevant. The Deputy City Clerk reached out to senior managers to determine if there are any resolutions that could be recommended for removal. Recommendations have been reviewed by the CAO and are presented below for consideration.

Analysis

The following outstanding resolutions are recommended for removal:

- **Animation Cel Collection** – June 5, 2015 – not within the City's jurisdiction.
- **Millennium Fountain** – March 6, 2017 – the Downtown Plaza has a land-based water feature, which could serve as the replacement of the previous water-based Millennium Fountain.
- **National Housing Strategy** – May 28, 2018 – DSSAB is the lead agency responsible for housing locally. The City's new Official Plan includes considerable information and policies on encouraging social and community housing. These policies have been developed in association with the province, DSSAB and the local Housing and Homelessness Committee.
- **Upgrades to Class D Roads** – June 11, 2018 – pending budget availability.
- **Public Input Sessions in Rezoning Application Process** – March 18, 2019 – Planning procedures were amended to require neighbourhood meetings prior to Covid-19 restrictions. Until public meetings can be held,

developers are required to provide mailed information to neighbours in lieu of a meeting. These details are further set out in the new Official Plan.

- **Green Laneways** – March 18, 2019 – Green laneway programs are generally used by larger municipalities in areas of high density with very little neighbourhood park space. Locally, we are a low density community with numerous neighbourhood parks. The City's policy is to sell unused laneways to the abutting property owners where possible. The City has redeveloped some laneways in the downtown with the development of the Paul Mall and Queen–King Street laneways and the March Street stage. The remaining laneways in the downtown are used for vehicular access; however, staff will continue to seek out new opportunities as part of the ongoing downtown development program.

Financial Implications

There are no financial implications.

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 Deputy City Clerk dated September 27, 2021 concerning Outstanding Council Resolutions be received and that Council approve the removal of the following from the outstanding resolutions list:

- Animation Cel Collection;
- Millennium Fountain;
- National Housing Strategy;
- Upgrade to Class D Roads;
- Public Input Sessions in Rezoning Application Process; and
- Green Laneways.

Respectfully submitted,

Madison Zuppa
Deputy City Clerk
705.759.5392
m.zuppa@cityssm.on.ca

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
8-Jun-15		Animation Cel Collection			Recommended for removal.	Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.	S. Butland S. Myers
26-Sep-16	Legal	Off Road Vehicle Use on Municipal Roadways	K. Fields	Q4 2021	Initiating resolution June 22, 2015; report September 26, 2016 – Agenda Item 6.10 – Council directed Legal to draft by-law; report April 1, 2019 – Agenda Item 6.13 – status update on ATV By-law	Develop a comprehensive by-law to eliminate safety concerns of ATVs and UTV on municipally maintained streets by regulating allowable roads, in addition to speed limits and hours of operation.	J. Hupponen L. Turco
21-Nov-16	CAO	Employee Innovation Program	M. White	Q4 2021		SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017.	F. Fata S. Hollingsworth
6-Mar-17	CD&ES	Millennium Fountain	T. Vair	Q4 2021	Initiating resolutions March 6, 2017; report May 29, 2017 – Agenda Item 6.21 regarding water-based fountain; report October 10, 2017 – Agenda Item 6.6 officially read, but not dealt with; report November 20, 2017 – Agenda Item 6.10; report August 12, 2019 – Agenda Item 7.3.1 – recommended for removal.	Outstanding from resolution – report on land based fountain in the area of Clergue and John Rowsell Parks including one-time costs, ongoing annual costs, time lines associated with change from water-based fountain to creating a new land-based fountain and possible sponsorship.	S. Myers S. Hollingsworth
8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q4 2021	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown development priorities. Will also tie into branding work being undertaken by FutureSSM and STC	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids.	P. Christian S. Butland

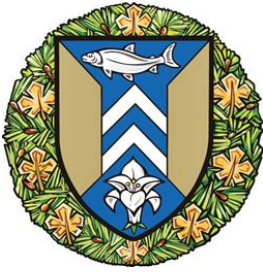
26-Jun-17	CD&ES Legal	Weekend Downtown Street Closures	T. Vair K. Fields	Q4 2021	Information was presented to the DTA Board in November 2019; information was presented to DTA membership at AGM March 2021; DTA report received April 2021	Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.	M. Shoemaker S. Hollingsworth
11-Sep-17	Legal	Red Pine Drive	K. Fields	Q4 2021	Pending	Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M. Shoemaker J. Krmpotich
11-Dec-17	CD&ES	Downtown Safety Strategy	T. Vair	Q4 2021	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown priorities; report June 28, 2021 – Agenda Item 6.8 – report back Q4 2021	Identify a downtown safety strategy and include as part of the Downtown Development Strategy (in consultation with Sault Ste. Marie Police Service, Downtown Association, and other related community groups seeking to increase public safety).	S. Hollingsworth S. Myers
9-Apr-18	CD&ES	Snow Dumps	D. McConnell	Q4 2021		Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible.	M. Shoemaker S. Butland
9-Apr-18	Corporate Services	Open Data	F. Coccimiglio	Q4 2021	Report May 10, 2021 – Agenda Item 6.6 – referred back to staff for additional costing information	Research, develop and draft an open data plan and strategy for the municipal corporation.	S. Hollingsworth S. Butland
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	M. White T. Vair	Q4 2021	Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work; and the James Street Neighbourhood Strategy October 26, 2020 – Agenda item 7.7.1	Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates.	M. Shoemaker R. Niro
28-May-18	CD&ES	National Housing Strategy Plan	D. McConnell	Q4 2021	Recommended for removal.	Coordinate with Social Services to determine where new social and community housing can be developed, what resources are available and what role the City can play in ensuring availability of property for development including whether property needs to be acquired or re-zoned.	M. Shoemaker O. Grandinetti
11-Jun-18	Legal	Upgrades to Class D Gravel Roads	K. Fields		Recommended for removal.	Investigate the acquisition of remaining existing class D road private rights-of-way.	J. Krmpotich S. Butland

10-Dec-18	CD&ES	MPAC Real Property Assessment	D. McConnell	Q4 2021	Report August 12, 2019 – Agenda Item 6.5; further direction to develop framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units owned by property developers remain partially exempt from assessment and/or taxation pending sale of the unit to a third party	Determine which policy or procedure to implement so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.	M. Shoemaker P. Christian
10-Dec-18	Corporate Services	Sault Ste. Marie Voter Engagement Plan	R. Tyczinski	Q1 2022	Report March 29, 2021 – Agenda Item 6.10 – Council approved a community engagement initiative; report June 28, 2021 – Agenda Item 6.7; report back Q1 2022	Recommendations for 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote.	M. Shoemaker D. Hilsinger
4-Mar-19	CD&ES	Active Transportation	D. McConnell	Q4 2021		Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker
18-Mar-19	CD&ES	Public Input Sessions in Rezoning Application Process	D. McConnell	Q4 2021	Recommended for removal.	Report on feasibility of making public input sessions part of the rezoning application process (with input from local developers).	P. Christian M. Shoemaker
18-Mar-19	CD&ES	Green Laneways	D. McConnell	Q4 2021	Recommended for removal.	Investigate success of green laneways in other Canadian cities and prepare feasibility report on green laneway pilot project for Sault Ste. Marie.	M. Shoemaker L. Dufour
18-Mar-19	Corporate Services	Review of City of Sault Ste. Marie Procurement Policy	S. Schell	Q4 2021		Review of procurement policy to ensure that one of the criteria considered when procuring goods or services is the environmental impact of said procurement and report back with a recommended policy.	M. Shoemaker C. Gardi

15-Apr-19	CD&ES Corporate Services	Examine Established Neighbourhoods for Future Growth	T. Vair			Work with Innovation Centre to prepare a report mapping areas of the community that have experienced assessment growth and those that have experienced assessment decline /stagnation over the past two assessment periods so that Council may have that information when considering infrastructure investments and prioritization.	L. Dufour D. Hilsinger
6-May-19	CD&ES Legal	Transient Accommodations	D. McConnell K. Fields	Q4 2021	Report July 12, 2021 – Agenda Item 7.7.1 – proceed with public consultation	Report with best practices in other municipalities and recommendations on a framework that permits transient accommodation consistent with and respectful of residential neighbourhoods.	C. Gardi M. Scott
21-May-19	CD&ES	Downtown Trolley	T. Vair	Q4 2021		Study, review, consult and subsequently advise council of the feasibility of implementing of a Downtown Trolley.	M. Shoemaker P. Christian
15-Jul-19	CD&ES	Complete Streets Plan – Pine/Willow Area	D. McConnell	Q4 2021		Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house.	D. Hilsinger M. Shoemaker
9-Sep-19	PW&ES	Northern Avenue East/Sackville Road Intersection	L. Girardi C. Rumiell	Q4 2021	Pedestrian counts during the pandemic would be inaccurate	Conduct a full study of this intersection to determine if it warrants the provision of a school crossing guard and report back to Council.	R. Niro M. Bruni
6-Jan-20	CAO	Service Delivery Review	M. White	Q4 2021		Report with proposed actions for each of the Service-Focused Opportunities for Consideration listed in Third Party Service Review Report.	M. Shoemaker R. Niro
20-Jan-20	CAO Fire Services	Warming Shelters	Malcolm White Peter Johnson	Q4 2021		Review current warming shelter plan, recommend the necessary adjustments based on community needs.	M. Shoemaker D. Hilsinger
3-Feb-20	CD&ES	Best for Kids Transit Pilot Project	T. Vair	Q4 2022	March 9, 2020 – Agenda Item 6.2; Report October 13, 2020 – Agenda Item 6.1; expand program for two years and report back	Investigate feasibility of a Transit Services pilot project to run from June 27, 2020 to September 6, 2020, providing free bus rides on weekends to children and their parents attending the Splash Pad, Pump Track, Manzo Pool, Greco Pool and Skateboard Park and report back to Council.	R. Niro M. Shoemaker
24-Feb-20	CD&ES	Snowmobile Road Use	T. Vair	Q4 2021		Investigate feasibility of allowing snowmobiles to use municipal roads for a limited period.	S. Hollingsworth P. Christian

28-Sep-20	CD&ES	Commercial Assessment Growth Community Improvement Program	Don McConnell	Q4 2021		Investigate adding any and all commercial assessment growth as an eligible category to the Community Improvement Program.	M. Shoemaker R. Niro
28-Sep-20	CD&ES	Vacant Buildings Community Improvement Program	Don McConnell	Q4 2021		Investigate a Community Improvement Program for vacant buildings.	M. Shoemaker L. Dufour
9-Nov-20	CD&ES	Downtown Safety	Tom Vair	Q4 2021	Report June 28, 2021 – Agenda Item 6.8; report back Q4 2021	Investigate and report on options to increase safety in the downtown (could include either surveillance or security patrols in the downtown core) during non-core hours; determine if partnerships with downtown merchants, the private sector, or the Downtown Association can facilitate.	M. Shoemaker L. Dufour
30-Nov-20	PW&ES	Derelict Properties	Don Elliott Freddie Pozzebon	Q4 2021		Investigate existing programs in Ontario municipalities that incentivize or provide assistance in the demolition of derelict or unsafe or abandoned properties and propose a comprehensive plan to City Council for implementation.	M. Shoemaker P. Christian
8-Mar-21	Legal	Contracted Legal Counsel	Karen Fields	Q4 2021		Prepare a report outlining how an additional lawyer could be funded from a corresponding decrease in the Contracted Legal Counsel budget in 2021, with adjustments for 2022 made as necessary during budget deliberations.	L. Dufour P. Christian
12-Apr-21	CAO	Sustainable Development	M. White	Q4 2021		Outline options available to the municipality to ensure that the cost of new development accurately reflects the cost to the general levy.	L. Dufour M. Scott
31-May-21	PW&ES	Railway Crossings	L. Girardi	Q4 2021		Report the most up to date maintenance schedule and parties responsible for maintenance of each railway crossing within City limits, and the City's share and/or responsibilities at each of these crossings.	C. Gardi L. Vezeau-Allen
14-Jun-21	CD&ES	Snowdon Park Tragedies	T. Vair	Q4 2021		Work with the Children of Shingwauk Alumni Association Memorial Committee to develop plans for a suitable memorial at the Snowdon Park site.	P. Christian M. Scott
28-Jun-21	CD&ES PW&ES	West End Splash Pad	T. Vair L. Girardi	Q4 2021		Explore opportunities and potential locations for the establishment of a second splash pad in a city park in the west end of Sault Ste. Marie.	C. Gardi M. Bruni
9-Aug-21	Legal	Opioid Lawsuit	K. Fields	Q4 2021		Staff to explore and report back on the benefits and/or risks to the City of Sault Ste. Marie formally joining the opioid class action lawsuit.	C. Gardi L. Dufour

9-Aug-21	CD&ES	Labour Force Recruitment	T. Vair	Q4 2021	Provide quarterly updates on filling employment gaps and growing the community population, including a summary of recruitment activities; number of views/inquires relating to recruitment activities; new positions filled through recruitment activities; current challenges/shortfall or opportunities in particular industries; and local initiatives (training courses, educational programs (post-secondary etc.)).	P. Christian M. Shoemaker
13-Sep-21	PW&ES CD&ES	Speeding	L. Girardi T. Vair	Q1 2022	Staff to work with required organizations to develop a plan to address speeding.	D. Hilsinger C. Gardi
13-Sep-21	CD&ES	Welcome to Sault Ste. Marie	T. Vair	Q4 2021	Staff to report on costs and implementation of a welcoming campaign, in conjunction with local media.	S. Hollingsworth D. Hilsinger
27-Sep-21	PW&ES	Elimination of Plastic Bags Update	L. Girardi	Q4 2021	Provide an update on the progress and results to date regarding the elimination of plastic bags was passed.	C. Gardi D. Hilsinger
27-Sep-21						



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

COUNCIL REPORT

October 12, 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: First Nations – Municipal Community Economic Development Initiative (CEDI)

Purpose

The purpose of this report is to seek Council authorization to apply to the First Nations – Municipal Community Economic Development Initiative (CEDI) program.

Background

In March 2019, City Council passed a resolution authorizing staff to collaborate with local First Nations to apply to the CEDI program.

Whereas the Council for the Advancement of Native Development Officers (CANDO) and the Federation of Canadian Municipalities (FCM) have a First Nation – Municipal Community Economic Development Initiative (CEDI);

Whereas there is an opportunity for the City to submit an application with one of or both of Batchewana First Nation and Garden River First Nation to participate in the CEDI;

Whereas the City embraces the opportunity to partner with and work with either of or both of Batchewana First Nation and Garden River First Nation;

Now Therefore Be It resolved that City Council support the submission of an application to participate in the CEDI with either of or both of Batchewana First Nation and Garden River First Nation and directs staff to work with either of or both of them to complete and submit an application accordingly.

The application in 2019 was not successful, however, CANDO and FCM have just released another intake for this program.

Analysis

The First Nation – Municipal CEDI program, is co-managed and co-delivered by CANDO and FCM. The program is supported financially through a contribution agreement between Cando, FCM and Indigenous Services Canada (ISC).

The CEDI program aims to improve the economic prosperity of participating First Nations and adjacent municipalities through joint community economic development planning and initiatives.

Since 2013 two phases of the CEDI program have been completed and CEDI has supported a total of 15 First Nation – municipal partnerships to develop capacity and implement long-term joint planning for community economic development and land use, while building respectful and sustainable government-to-government partnerships.

The CEDI program is calling for applications for eight First Nation-municipal partnerships to join the program from December 2021 – January 2024/25.

Staff have approached Garden River First Nation and Batchewana First Nation to determine their interest in this program. Given the deadline is October 22, 2021 for applications, staff is bringing a report forward at this time to seek Council's authorization to proceed and each First Nation will confirm their interest in the near future.

Financial Implications

There is no direct cost to participate in the CEDI program for selected communities. The CEDI program provides technical support through third-party facilitation, for monthly working group meetings, bi-annual workshops and administrative support.

CEDI provides capacity development funds to each partnership to jointly access to support in the development and implementation of their joint community economic development initiative. CEDI also supports participating communities to identify and pursue provincial/territorial, federal and private funding opportunities to advance their collaborative CED initiative(s). In CEDI Phase II, \$45,000 in capacity development funds was made available to each partnership.

Strategic Plan / Policy Impact

The collaboration brought forward with the CEDI program aligns with the Corporate Strategic Plan to "Develop Partnerships with Key Stakeholders" and to "Maximize Economic Development and Investment".

Further, this initiative aligns with the FutureSSM goal to "Advance Indigenous Relationships".

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 October 12, 2021 be received and that staff be authorized to apply to the First Nations – Municipal Community Economic Development Initiative (CEDI) program with either or both of Batchewana First Nation and Garden River First Nation.

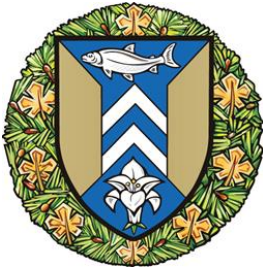
Respectfully submitted,

Tom Vair

Deputy CAO, Community Development and Enterprise Services

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

COUNCIL REPORT

October 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Pointe des Chenes Transit Pilot Results

PURPOSE

The purpose of this report is to provide an update on the Pointe des Chenes Transit pilot results and to seek Council approval to refer the item to the 2022 Budget process. Staff are recommending extending the pilot for one (1) additional summer in 2022.

BACKGROUND

At a Council meeting dated February 22, 2021 the following resolution was passed.

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

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

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

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

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

Furthermore at the Council meeting held March 29, 2021 the following resolution was passed.

Resolved that the report of the Director of Community Services dated March 29, 2021 concerning Pointe des Chenes Transit be received and that staff be authorized to:

1. Commence a one (1) year pilot for weekend and statutory holiday service for the summer of 2021 beginning Saturday June 26, 2021 and ending on Labour Day Monday September 6, 2021;
2. Utilize the 2021 Operating budget supported through Phase two (2) of the Safe Restart Program for COVID relief to facilitate the pilot;
3. Advise Local Immigration Partnership, Social Services and the Algoma Leadership Table to promote the opportunity.

ANALYSIS

The Pilot ran weekends from Saturday June 26, 2021 until Monday September 6, 2021 including statutory holidays that Transit regularly runs.

Over the course of the summer, there were 419 rides.

SUMMARY BY ROUTE TIME	
ROUTE TIME	PASSENGER SUMMARY TOTAL
9:15 AM	18
12:15 PM	193
4:15 PM	208
TOTAL	419
Average Riders Per Day	19
Ave. Riders/Day without Rain	28

Utilization to the beach was heaviest at the 12:15 PM departure time with 208 rides and lowest at 9:15AM with only 18 rides. There were also seven (7) days with zero rides due to poor weather.

Average riders per day amounted to nine-teen (19) and increases to twenty-seven (27) per day when backing out rain days.

It was evident during the pilot that it provided a new opportunity for individuals and families from the downtown core to access the beach. If the pilot were to be extended to 2022, staff would recommend the following revisions.

1. Eliminate the morning departure time. The first trip would be scheduled to leave between 12:15PM and 1:15 PM and the return trip will be scheduled to leave between 4:15PM and 5:15PM.

Pointe des Chenes Transit Pilot Results

October 12, 2021

Page 3.

2. Cancel projected rain days with advance notification using the City's Facebook page and other social media platforms (post to the public on Friday if applicable).
3. Continue to communicate with Social Services and the Local Immigration Partnership (LIP) to promote. Both organizations continue to be very supportive of for this initiative and will promote with their clients and agencies they work with.
4. City staff to continue using Social Media and will issue an annual press release for awareness and promotion.

A revised worst, mid and best-case scenario was completed. Utilizing the mid case scenario would result in an additional \$11,000 in operating funding being required. This would provide for two (2) return trips daily originating at the Downtown Terminal, servicing the Northern Transfer Point as well as points along the way (Appendix A).

Pointe des Chenes Transit Weekend Pilot (June 25 to Sep 4, 2022) including Statutory Holidays Transit Runs								
Projected User Fee Revenue								
		Departure User Fee	Return Fee	Total		Worst	Mid	Best
User Fee		\$ 3.00	\$ 3.00	\$ 6.00				
Projected Number of Rides						10	20	30
Projected Daily User Fee Revenue						\$ 60.00	\$ 120.00	\$ 180.00
Days for Pilot over Weekend						23	23	23
Estimated Pilot Revenue						\$ 1,380.00	\$ 2,760.00	\$ 4,140.00
Projected Cost Utilizing a 2 hour run								
Depart Terminal	Depart NTP	Arrive	Return (depart PDC)			Per Day Cost	Per Day Cost	Per Day Cost
12:15PM	12:35PM	1:05PM	1:15PM					
Hours Required						2	2	2
4:15PM	4:35PM	5:05PM	5:15PM					
Hours Required						2	2	2
Total Hours Required						4	4	4
Rate Per Hour Of Service All In						\$ 116.04	\$ 116.04	\$ 116.04
Projected Cost Per Day						\$ 464.16	\$ 464.16	\$ 464.16
Days for Pilot over Weekend						23	23	23
Projected Cost of Pilot						\$10,675.69	\$ 10,675.69	\$ 10,675.69
Project Net Cost of Pilot						\$ 9,295.69	\$ 7,915.69	\$ 6,535.69
Notes:								
To start Saturday June 25, 2022 and will end Labour Day weekend.								
Service to run 2 times a day from Downtown Terminal Connecting with Northern Transfer Point and then to Pointe des Chenes								
First trip will be scheduled to leave between 12:15PM and 1:15 PM, second trip will be scheduled to leave between 4:15PM and 5:15PM.								
Assumption of hours supports individuals enjoying the sun at the beach for a full afternoon.								

The pilot provides additional service to the greater Community to enjoy the Point des Chenes day park. The day park provides an additional accessible outdoor opportunity in alignment with outdoor COVID-19 guidelines. Staff are recommending the item be referred to the 2022 budget process for review.

FINANCIAL IMPLICATIONS

The cost for service of approximately \$11,000 will be submitted as a Service Level increase for the year 2022.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Corporate Strategic Plan for 2021-2024 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Under Quality of Life area, the action promotes Quality of Life Advantages.
- Community Development & Partnerships, it creates Social and Economic Activity.

RECOMMENDATION

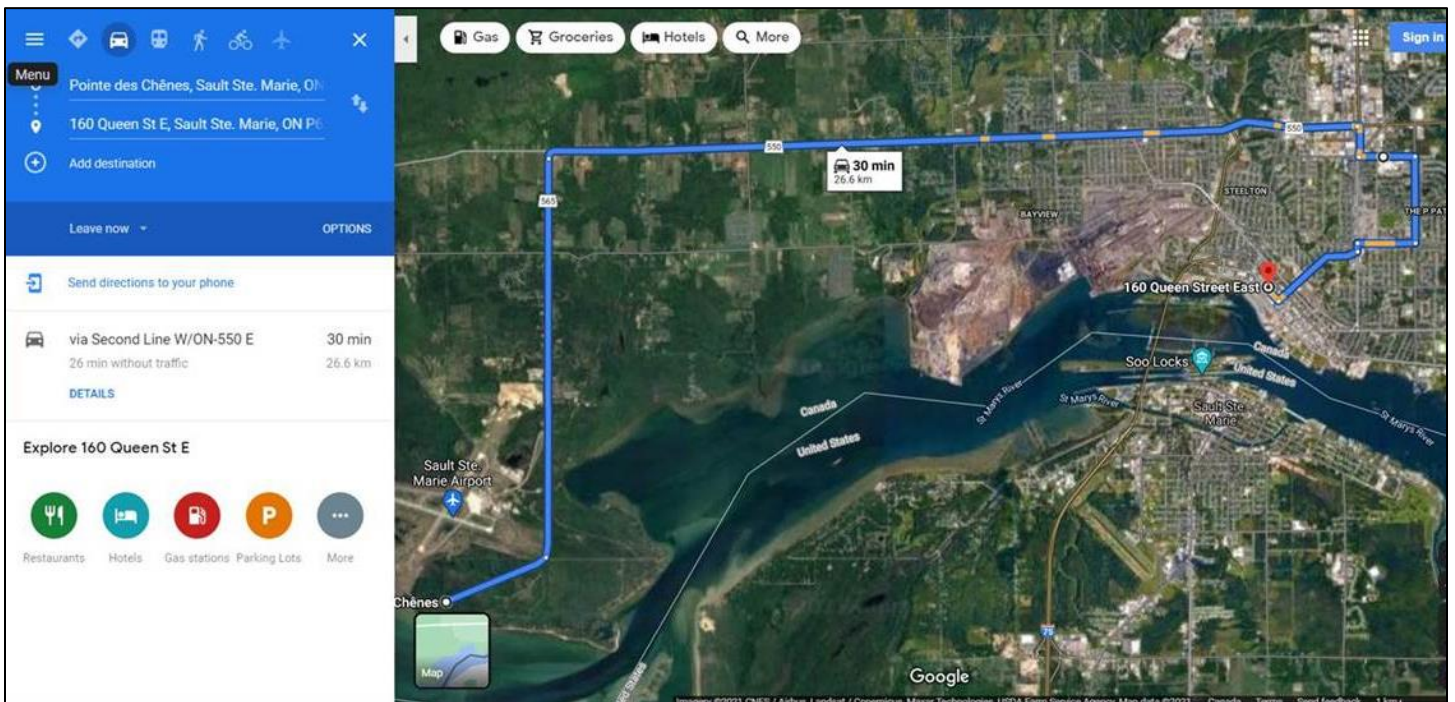
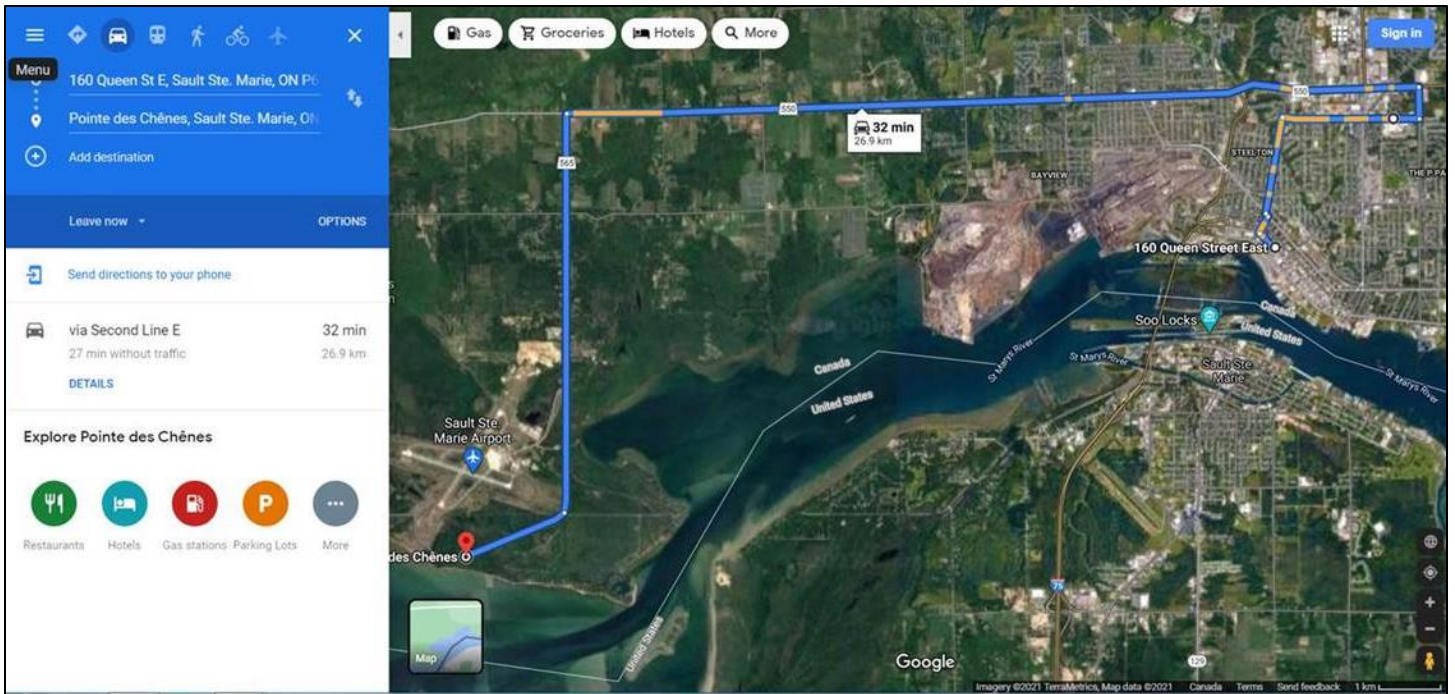
It is therefore recommended that Council take the following action:

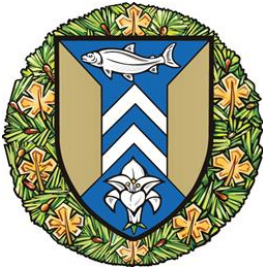
Resolved that the report of the Director of Community Services dated October 12, 2021 be received, and the recommendation that, Transit Services be authorized to refer the Service Level increase of \$11,000 to the 2022 Budget process.

Respectfully submitted,

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

Appendix A - Pointe des Chenes Proposed Weekend Route





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

COUNCIL REPORT

October 12, 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: Welcome to Sault Ste. Marie Campaign

Purpose

The purpose of this report is to provide Council with information related to the cost associated with implementing the Welcome to Sault Ste. Marie campaign.

Background

On September 13, 2021, Council approved a resolution requesting staff to assess the cost of developing a welcoming campaign for new residents from October to December 2021.

*Moved by: Councillor S. Hollingsworth
Seconded by: Councillor D. Hilsinger*

Be It Resolved that City staff report to Council as to how and at what cost, in conjunction with local media, a welcoming campaign be created to run from October 2021 to December 2021 which may simply include; a banner on local media, lawn signs and/or billboards in the community and websites. The lawn signs should be available to residents wishing to participate in the welcoming campaign at a nominal cost of less than \$5 where the money goes towards the Breakfast for Kids.

This is not to replace the new immigration welcome strategy presently being created, but as a warm "shout out" that clearly states the community thanks you for moving to Sault Ste. Marie.

Following the approval of the resolution staff began assessing the costs associated with implementing a welcoming campaign for new residents, which would run from October to December 2021.

Analysis

Following the September 13, 2021 Council Meeting staff began to assemble costs associated with implementing a welcoming campaign for new residents. This new campaign would be complementary to the welcoming initiatives that already under way.

Welcome to Sault Ste. Marie Campaign

October 12, 2021

Page 2.

These initiatives include the Adventure Pass program, which is available to new residents who moved to Sault Ste. Marie after May 31, 2021 and are able to demonstrate proof of employment (including remote work) and residency by way of house purchase or long-term lease. The Adventure Pass has a value of \$500.00 and can be allocated towards outdoor adventures or outdoor equipment. Options for the pass include; a ski pass, hiking, running, skiing and or biking equipment, outdoor tours and snowmobile passes. This program has been running well and a report appears elsewhere on the Council agenda requesting CDF funds to continue the program to year-end.

In addition to the Adventure Pass program, staff have recently organized social mixer events for new residents. The events, scheduled for October 3rd and 4th, include walking tours supported by local guides and are a great opportunity for people to meet, form social connections and learn more about the area. Each tour has space for 20 participants.

The implementation of a welcoming campaign would build upon the aforementioned initiatives. To assess the cost of the implementing the campaign staff reached out to local vendors for cost estimates. Further details on cost are provided below:

Initiative	Cost
Social Events (new resident social mixers)	\$ 1,000.00
Billboard two locations	\$ 5,000.00
Lawn signs (100)	\$ 1,165.00
Local media advertising (Nov/Dec. 2021)	\$12,508.00
Total	\$19,673.00

Financial Implications

The welcome to Sault Ste. Marie campaign was not included in the 2021 budget and as such as would require \$19,673.00 + plus tax in new funding.

Strategic Plan / Policy Impact

The Corporate Strategic Plan contains numerous references to growing our community and meeting local employer demands by attracting skilled labour to the community.

Furthermore, this matter would align with the FutureSSM pillar of Economic Growth and Diversification and the goal of inviting immigration, welcoming newcomers, building our labour force and growing our population.

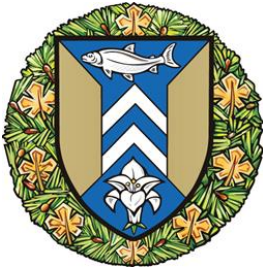
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Tourism and Community Development dated October 12, 2021 concerning Welcome to Sault Ste. Marie Campaign be received as information.

Respectfully submitted,

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



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

COUNCIL REPORT

October 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Travis Anderson, Director Tourism & Community
Development

DEPARTMENT: Community Development and Enterprise Services

RE: FedNor Northern Ontario Development Program Agreement -
RNIP

Purpose

The purpose of this report is to seek Council's approval to execute the agreement with the Federal Minister of Economic Development and Official Languages to access funds provided by the FedNor Northern Ontario Development Program (NODP) to support the administration of the RNIP program.

Background

On December 14, 2020, City Council passed a resolution authorizing staff to submit an application to FedNor's Northern Ontario Development Program for securing support funding to the administration of the Rural and Northern Immigration Pilot (RNIP) program.

Resolved that the report of the Director of Tourism and Community Development dated 2020 12 14 concerning FedNor Northern Ontario Development Program Application be received and that Council direct staff to proceed with an Application for funding.

On June 16, 2021, FedNor informed City staff that our application was successful. FedNor approved a federal contribution of up to 90% of the costs for a total of \$500,000 to support the administration of the RNIP project. The funding is conditional on the City matching 10% of the federal contribution (\$50,000.00). A report appears elsewhere on the Council agenda requesting CDF funds to cover the City's portion of matching funds required by this program. Access to the funding is subject to the execution of a Contribution Agreement between the recipient and the Federal Minister of Economic Development and Official Languages.

The funds accessed through the NODP will support the administration of the RNIP program, including support to process applications and work with employers to identify employment needs, identify skilled workers that do not possess permanent

residency status within Canada and implement a marketing and promotion program to attract skilled workers throughout Canada and abroad.

Analysis

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

Sault Ste. Marie is currently facing demographic challenges. An aging and declining population and a low birth rate resulted in a population decrease of 2.11 per cent (2011-2016). At 47 years, our median age is higher than provincial average (41), the oldest of the large city centres in northern Ontario. The Demographic Dependency Ratio (DDR), the ratio of the working age population to seniors and youth, is also a concern for SSM. Comparing SSM's aged 15 to 24 to those 55 to 64 gives us an approximate replacement ratio for the local workforce. There will be 1.5 times as many people leaving the workforce then there are available to enter it in the coming years. With over a quarter of the workforce older than 55, local employers will be looking to replace up to 9,000 workers in the coming years. In addition, provincial net migration, which is the difference between individuals migrating into and out of a region, has been negative for Northeastern Ontario since 2001, and it is those aged 20-29 who are leaving. This issue of net outmigration compounds both the demographic challenge and the labor shortage.

In that respect, the RNIP will play a central role in Sault Ste. Marie's campaign of attracting skilled workers from outside of Canada to fill their current labour needs (in areas such as I.T., health care, aviation, hospitality, manufacturing and the skilled trades).

Since June of 2019, the level of interest in the Program and Sault Ste. Marie has been tremendous. To date, without advertising, we have received over 20,000 expressions of interest and approximately 4,000 resumes. We anticipate these numbers to increase once we begin to promote the program. In addition to the managing the applicant caseload, there are extensive reporting and approval requirements from RNIP.

Another component of the RNIP program will be the development of a strategic community attraction campaign with a focus on attracting and retaining skilled workers. The campaign will market and promote high quality careers found locally, as well as competitive advantages that are attractive for potential workers, low cost

of living, a great work/life/balance lifestyle, outdoor adventure and educational opportunities. The campaign will include targeted recruitment of skilled workers with video campaigns, digital and print advertising and in-person outreach.

Funds accessed through the FedNor Northern Ontario Development Program will assist staff in the administration and marketing of the RNIP program. The successful implementation of the RNIP program will assist in not only in achieving our goal of attracting a skilled workforce to the community, but also with increasing our population.

Financial Implications

FedNor will provide 90% of eligible expenditures, to a maximum of \$500,000, over a 36-month period. In order to access FedNor funding the City will be responsible for matching 10% of the funding request, or \$50,000. Staff have applied to the CDF for \$50,000 in order to achieve our 10% contribution level.

Strategic Plan / Policy Impact

The Corporate Strategic Plan contains numerous references to growing our community and meeting local employer demands by attracting skilled labour to the community.

Furthermore, this matter would align with the FutureSSM pillar of Economic Growth and Diversification and the goal of inviting immigration and welcoming newcomers.

Recommendation

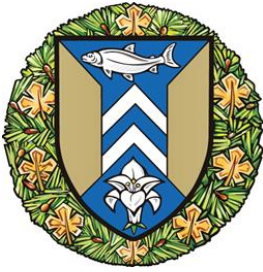
It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Tourism & Community Development dated October 12, 2021 concerning FedNor Northern Ontario Development Program Agreement – RNIP be received.

By-law 2021-200 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

October 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Travis Anderson, Director Tourism & Community
Development

DEPARTMENT: Community Development and Enterprise Services

RE: Community Development Application

Purpose

This report provides recommendations to City Council from City staff and the Economic Development Corporation's Board of Directors for the distribution of Funds from the Economic Development Program to support the Rural & Northern Immigration Pilot (RNIP) Program and the Adventure Pass initiative.

Background

City Staff are applying for funding from the Economic Development Program to support the administration of the RNIP program and the Sault Ste. Marie Adventure pass initiative.

RNIP:

On December 14, 2020, City Staff sought permission from Mayor and City Council to submit an application to FedNor for financial support for the administration of the RNIP program. At that time Staff informed Council that if our application was approved FedNor would contribute up to 90% of the costs for a total of \$500,000 to support the administration of the RNIP project. In return, the City was required to contribute 10% of the federal contribution for a total of \$50,000.00. At that time, Staff indicated that they would be applying to the Economic Development Program in order to achieve the 10% contribution level.

On June 16, 2021, FedNor informed City staff that our application was successful. A report appears elsewhere on the agenda with respect to authorization to sign the agreement. FedNor approved a federal contribution of up to 90% of the costs for a total of \$500,000 to support the administration of the RNIP project, with the City responsible for 10% matching funds. As indicated during the December 14, 2020 meeting, staff applied to the Economic Development program for those funds.

Adventure Pass:

In 2021, Staff implemented a knowledge-based industry remote workers and new resident recruitment strategy and initiated an extensive marketing and promotion campaign across Ontario and Canada. The goal of the campaign is the attraction of knowledge based industry remote workers, as well as new residents in a variety of industries where there is strong demand.

The attraction campaign is intended to highlight the competitive advantages that Sault Ste. Marie has to offer including high quality of life, low cost of living, and access to the many amazing natural attributes and recreation opportunities in Sault Ste. Marie and surrounding area.

As part of the attraction campaign, Staff have introduced the 'Adventure Pass' initiative. The Adventure Pass is intended to create awareness of the advantages of moving and working in Sault Ste. Marie. The Adventure Pass initiative is a way of generating attention in the form of earned media for the city and its 'adventure' qualities, and therefore a means to attract more people to our city.

The Adventure Pass is also a way to gather top line information about new residents including, where they have moved from, employment details and has provided us with details as to why people relocated to Sault Ste. Marie.

Each Adventure Pass has a value of \$500 and must be spent within the city of Sault Ste. Marie on adventure related equipment, passes or tour guides.

Staff initially allocated \$10,000.00 to the Adventure Pass initiative, however after only four months we have reached our budget limit. Staff applied to the Economic Development Program for an additional \$10,000.00 to allow us to continue the program for the remainder of the year.

A copy of the CDF applications are attached for Council reference and further information for both the Adventure Pass and RNIP requests.

Analysis

Economic Development Program applications are permitted with ongoing intake and are reviewed by the Sault Ste. Marie Economic Development Corporation (SSMEDC) Board for recommendation to Council. At the SSMEDC Board of Directors meeting September 22, 2021 the funding applications for the RNIP program and the Adventure pass initiative were reviewed and the following resolution was passed:

“Resolved that the agenda items 3.4.1 RNIP CDF Funding Request and 3.4.2 Adventure Pass CDF Funding Request is hereby approved and recommended for City Council consideration.”

With this recommendation, Staff are seeking Council approval to utilize the Community Development Fund Economic Development Program stream to support these two projects.

Financial Implications

No new funds would be required. The Economic Development Program currently has \$1,425,425 in reserve for the purpose of providing financial assistance to support job creating, increased tax assessment and the implementation of strategic economic development projects.

Strategic Plan / Policy Impact

The Corporate Strategic Plan contains numerous references to growing our community and meeting local employer demands by attracting skilled labour to the community.

Furthermore, this matter would align with the FutureSSM pillar of Economic Growth and Diversification and the goal of inviting immigration and welcoming newcomers.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated October 12, 2021 concerning Community Development Fund applications be received and that the recommendation of the Economic Development Corporation of Sault Ste. Marie Board of Directors to allocate \$60,000 in the following amounts from the Community Development Fund – Economic Development stream be approved:

1. RNIP Matching Funds \$50,000
2. Adventure Pass Support \$10,000

Respectfully submitted,

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

Application for Funding: Sault Ste. Marie Adventure Pass Initiative

Funds Requested: \$10,000.00

1. Key Performance Targets

The Community Development department of the City of Sault Ste. Marie would like to request \$10,000 from the Economic Development Program to allow for the continuation of the 'Adventure Pass' initiative. The 'Adventure Pass' is an initiative that was launched on June 1st, 2021 through the 'Welcome to Sault Ste. Marie' website, which is a continuation of the work with FutureSSM.

The Adventure Pass contributes up to \$500.00 towards an outdoors adventure activity or equipment of the new resident's choice. The Adventure Pass will be eligible to any new resident who moved to Sault Ste. Marie after May 31, 2021 for full time work. Further details:

- Proof of residency – purchase of a house or lease of a house for at least 12 months)
- Proof of employment within Sault Ste. Marie for a minimum of 12-month contract.
- For remote workers, proof of ongoing employment and purchase of a house within Sault Ste. Marie.

The Adventure Pass initiative is a way of generating attention in the form of earned media for the city and its 'adventure' qualities, and therefore a means to attract more people to our city.

The Adventure Pass also is a way to gather top line information about people who have moved to Sault Ste. Marie, including but not limited to:

- where they have relocated from,
- why they relocated,
- The industry they are employed in and whether they are working remotely for a business outside of Sault Ste. Marie.

To date, we have issued to 18 passes to new residents, with a further 13 applications under consideration. The popularity of this program has quickly depleted the budget of \$10,000.00, which was committed to the initiative earlier this year.

2. Eligibility Information

The Adventure Pass will be eligible to any new resident who moved to Sault Ste. Marie after May 31, 2021 for full time work. Further details:

- Proof of residency – purchase of a house or lease of a house for at least 12 months)
- Proof of employment within Sault Ste. Marie for a minimum of 12-month contract.
- For remote workers, proof of ongoing employment and purchase of a house within Sault Ste. Marie.

3. Application Requirements

3.1. Applicant Information

Applicant Name:

The Corporation of the City of Sault Ste. Marie.

Corporate Mandate:

Our Vision: To be the leading innovative, dynamic and efficient municipal corporation in the Province of Ontario.

Mission Statement: To promote, encourage and lead economic and social growth within our community through the effective provision of municipal services and the development of community partnerships.

Names of Officers, Directors & Principals:

Mayor - Christian Provenzano

- Ward One - Sandra Hollingsworth, Paul Christian*
- Ward Two - Luke Dufour, Lisa Vezeau-Allen*
- Ward Three - Donna Hilsinger, Matthew Shoemaker*
- Ward Four - Rick Niro, Marchy Bruni*
- Ward Five - Corey Gardi, Matthew Scott*

CAO: Malcolm White

Malcolm White is presently the CAO for the City of Sault Ste. Marie. The Chief Administrative Officer (CAO) is charged with the responsibility of coordinating the work of all municipal departments and ensuring that those departments carry out the policies and directions given by City Council.

The CAO oversees the day-to-day operations of the City through nine Department Heads and coordinates the administrative interaction with various operating agencies such as Police Services, the Public Library, the EDC and the Sault Ste. Marie Region Conservation Authority.

Recommending current and capital budgets, approving items for Council Agendas (both open and caucus) and personnel matters are the responsibility of the CAO.

The City's Strategic Plan and Asset Management Policy are also under the direction of the CAO.

Deputy CAO: Tom Vair

Tom Vair is the Deputy CAO, Community Development and Enterprise Services at the Corporation of the City of Sault Ste. Marie. In this role he works with local stakeholders on community development initiatives and has oversight of a number of business and citizen facing City services including Planning, Building, Recreation and Culture, Transit and Parking, Community Centres and Cemeteries.

Prior to joining the City of Sault Ste. Marie, Tom was the Executive Director of the Sault Ste. Marie Innovation Centre, a non-profit organization that worked to grow the science and technology sector in the Algoma District.

History of Organization:

Incorporated on April 16, 1912 pursuant to the Municipal Act, the City has provided municipal services such as police, fire, public works, planning, parks and recreation, library and other general government operations since its incorporation.

Key contact for initiative:

Travis Anderson, Director Tourism & Community Development

t.anderson@cityssm.on.ca

705.989.7915

3.2. Project Information

As part of the ongoing 'Welcome to Sault Ste. Marie' campaign, the Adventure Pass will be available to new residents who relocate to Sault Ste. Marie after June 1, 2021. The pass highlights the incredible amenities and quality of life available to residents. Newcomers can discover exciting attractions and activities in and around the City.

The Adventure Pass contributes \$500.00 towards an outdoors adventure activity or equipment of the new resident's choice. The funds from the adventure pass must be spent within the community. Options for the pass include: cross-country ski pass, snowmobile pass, downhill ski pass at Searchmont, cycling equipment, hiking, running or camping equipment, guided fishing, biking or canoe tour

The objective of the Adventure Pass initiative is to promote Sault Ste. Marie as a great place to live for adventure-minded people. Since the launch of the Adventure Pass campaign, the City has used it as the primary driver of marketing content, highlighting the city as an attractive place to live and work. Paid media, featuring the Adventure Pass includes the Globe and Mail, Toronto Star, Canadian Cycling Magazine, Gripped, Canadian Running Magazine and Canadian Triathlon. The Adventure Pass has also been front and center of our social media campaign highlighting qualities of the city from an Adventure Point of view.

The project launched on June 1 and has been very successful. With Staff approving 18 applicants for an Adventure Pass by the end of August.

The City is seeking an amount of \$10,000.00 from the Economic Development Program to allow support the continuation program until the end of year.

3.3. Costs and Financing

The success of the project has exceeded expectations. To continue the Adventure Pass the City is seeking \$10,000, which equates to 20 Adventure Passes at \$500.00 per applicant.

3.4 Economic Benefits

The 2016 Census reported that 26% of everyone in the Sault Ste. Marie workforce was over the age of 55. Overall, nearly 11,000 people are likely to retire in the next decade or so, as they are 55 and older.

In 2018, the community launched FutureSSM, an initiative meant to address the challenges and opportunities facing Sault Ste. Marie. Labour force development and population growth are two main goals for FutureSSM.

The Adventure Pass project promotes economic growth by helping to market Sault Ste. Marie to individuals who may be looking to move to a community with a great work life balance and exceptional outdoor amenities, and thus is aligns with the goals of FutureSSM. Furthermore, new residents have an economic impact to the city through their spending and taxes. Additionally, the money allocated for the Adventure Pass must be spent within the community on good or services within Sault Ste. Marie.

3.5 Community Benefits

The Adventure Pass initiative reinforces the narrative that Sault Ste. Marie is a great place to live if you are seeking a community with access to natural amenities and seeking a work/life balance.

4. Process for Evaluating Proposals

Applicants must submit two pieces of information confirming a) that they have full time employment and b) that they have relocated to Sault Ste. Marie after May 31st, 2021.

For processing, all applications will initially be sent to Richard Jones for approval, and final approval will be sent to:

Travis Anderson, Director Tourism and Community Development & Enterprise Services, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6 E-mail: t.anderson@cityssm.on.ca

5. Accountability, Monitoring and Reporting of Results

Results of the Adventure Pass initiative will be reported upon request.

Application for Funding: Matching Funds for the Rural and Northern Immigration Pilot (RNIP) Program

Funds Requested: \$50,000.00

1. Key Performance Targets

Through the Rural and Northern Immigration Pilot (RNIP) Program, the City of Sault Ste. Marie intends to attract and recommend over 300 skilled applicants plus their families to Sault Ste. Marie. Through the process we intend to assist over 40 companies to attract and retain skilled workers, thereby assisting them with their near and long-term growth plans.

An additional benefit of RNIP is that the vast majority of the applications we have recommended to date have been under the age of 30. This is critical to a northern community such as Sault Ste. Marie, with aging workforce and demographics. The attraction and retention of a younger workforce will assist with the resiliency and diversity of the community.

Key project outcomes could include:

- Attracting and retaining newcomers to Northern Ontario - 300 jobs maintained (100/year).
 - 40 new and existing local businesses assisted through education and outreach activities.
 - Maintaining eight partnerships with the post-secondary and community services organizations.
 - Developing and maintaining seven strategic alliances with local and provincial cultural organizations.

2. Eligible Information

Applicant Name:

The Corporation of the City of Sault Ste. Marie.

Corporate Mandate:

Our Vision: To be the leading innovative, dynamic and efficient municipal corporation in the Province of Ontario.

Mission Statement: To promote, encourage and lead economic and social growth within our community through the effective provision of municipal services and the development of community partnerships.

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Deputy CAO: *Tom Vair*

Tom Vair is the Deputy CAO, Community Development and Enterprise Services at the Corporation of the City of Sault Ste. Marie. In this role he works with local stakeholders on community development initiatives and has oversight of a number of business and citizen facing City services including Planning, Building, Recreation and Culture, Transit and Parking, Community Centres and Cemeteries.

Prior to joining the City of Sault Ste. Marie, Tom was the Executive Director of the Sault Ste. Marie Innovation Centre, a non-profit organization that worked to grow the science and technology sector in the Algoma District.

History of Organization:

Incorporated on April 16, 1912 pursuant to the Municipal Act, the City has provided municipal services such as police, fire, public works, planning, parks and recreation, library and other general government operations since its incorporation.

Key contact for initiative:

Travis Anderson, Director Tourism & Community Development

t.anderson@cityssm.on.ca

705.989.7915

Contributing partners:

The Rural and Northern Immigration Pilot program stems from the city of Sault Ste. Marie's community plan, established by a multi-sectoral Community Adjustment Committee. The City is supporting the implementation and administration of the plan. Numerous organizations and individuals are involved in the Community Development Roundtable and its associated sub-committees including representatives from post-secondary education; primary and secondary education; health organizations; private sector companies; social service agencies; arts and culture organizations; business associations and non-profit organizations.

RNIP is being implemented on behalf of Immigration, Refugees and Citizenship Canada (IRCC) in partnership with the City of Sault Ste. Marie. The IRCC supports the RNIP program by providing

the SSM RNIP Community Recommendation Committee with an Ottawa based RNIP outreach officer from their Dedicated Service Channel Branch. The outreach officer works closely with Sault Ste. Marie to answer any questions about the RNIP program and provide guidance and support when needed.

3. Project Information

The Rural and Northern Immigration Pilot is an economic pilot program targeted to foreign nationals who have received a recommendation from a participating community and obtained a job offer within the same community's boundaries; who meet minimum education, work experience, language proficiency, and settlement fund requirements; and who intend to reside in the recommending community.

The goal of the RNIP program is two-fold: Using immigration to help meet local labour market needs and support regional economic development and creating welcoming environments to support new immigrants staying in rural communities. RNIP will also help increase long-term retention of skilled newcomers to rural areas by working with employers, community-based partners, other federal government partners and provincial and territorial governments. Our targeted participants would be highly skilled international candidates that have the education and experience that local employers are seeking. Other direct beneficiaries of the RNIP program would include the local economy and the City through the creation of new and growing diverse community.

Anticipated benefits of RNIP include preparing a pipeline of talent that will serve the community into the future (critical as the aging demographic points to a massive shift in the labour force as baby boomers retire) and Improved retention of professionals attracted to the community.

Performance indicators used to measure the economic impacts of RNIP SSM include:

- Evidence of employers using RNIP;
- Evidence of employers who, without the program, would not have otherwise used RNIP to fill labour market needs;
- Perception of stakeholders on the need for RNIP, within the framework of economic immigration programming;
- Perception of stakeholders on extent to which RNIP is responding to labour market needs;
- Perception of employers on timeliness and usefulness of RNIP to support labour market needs

3.1 Costs and Financing

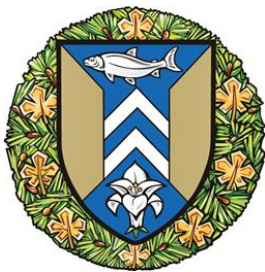
FedNor has committed to contribute of up to 90% of the costs for a total of \$500,000 to support the administration of the RNIP project. In return, the City is required to contribute 10% of the federal contribution for a total of \$50,000.00.

3.2 Economic Benefits

Through RNIP, the City intends to attract and recommend over 300 skilled applicants plus their families to Sault Ste. Marie. Through the process we intend to assist over 40 companies attract and retain skilled workers, thereby assisting them with their near and long-term growth plans. An additional benefit of RNIP is that the vast majority of the applications we have seen to date have been under the age of 30. This is critical to a northern community such as Sault Ste. Marie, with aging workforce and demographics. The attraction and retention of a younger workforce will assist add to the resilience and diversity of the community.

3.3 Community Benefits

The RNIP program applicants we have recommend to date the vast majority of the applications we have been under the age of 30. This is critical to a northern community such as Sault Ste. Marie, with aging workforce and demographics. The attraction and retention of a younger workforce will assist add to the resilience and diversity of the community.



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

COUNCIL REPORT

October 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: ICIP COVID Resilience Funding Agreement

Purpose

The purpose of this report is to obtain approval to enter into a Transfer Payment Agreement with the Province for Investing in Canada Infrastructure Program (ICIP) funding for improvements to the Civic Centre main exterior entrance.

Background

At the December 14, 2020 meeting, Council approved that the candidate project for the COVID-19 Resilience funding stream under the ICIP program be the improvements to accessibility for visitors to the Civic Centre. Most notably, the stairs and ramp portion of the entrance have either outlived their serviceable life or they do not meet the requirements of the Building Code.

The front entrance project is currently in the design stage. It was combined with two other initiatives: improvements to the Civic Centre lobby to address concerns related to building security and physical distancing, as well as the provision of a sprinkler system in the building for fire suppression.

Analysis

In order to access the \$429,423 funding amount, the City is required to enter into a Transfer Payment Agreement with the Ministry of Infrastructure.

Financial Implications

Total funding of \$1,823,000 was approved in previous capital budgets for Front Entry Access Rehabilitation, Lobby Upgrades and Sprinkler System at the Civic Centre. Additional costs above the budgeted allocation are expected but not quantified at this time. The funding adds \$429,423 for a total potential budget of \$2,252,423; or the budgeted amount equal to the funding can be diverted to other capital priorities. Staff will report back to Council at a future meeting when more information is known.

Strategic Plan / Policy Impact

This work is linked to the asset management, service delivery and infrastructure components of the Strategic Plan.

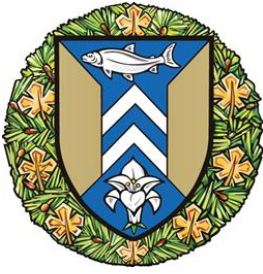
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2021-177 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

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

October 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, Manager, Design and Transportation
Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Simpson Street On-Street Parking

Purpose

The purpose of this report is to address resident complaints that the current on-street parking prohibitions on Simpson Street are no longer required.

Background

Currently the City's Traffic By-Law has parking prohibitions on both sides of Simpson Street between Wellington Street and Queen Street. The following table shows the current parking prohibitions:

<u>Street</u>	<u>Side</u>	<u>From</u>	<u>To</u>	<u>Prohibited Times or Days</u>
Simpson St	east	Wellington St.	30 m south of Wellington St.	any time
Simpson St	west	Queen St. East	270 m north of Queen St. E.	0900 hrs-1000 hrs 1500 hrs-1600 hrs
Simpson St	east	54 m south of Wellington St.	Queen Street	any time
Simpson St	east	30 m south of Wellington St.	54 m south of Wellington St.	Nov. 1 - Apr. 30
Simpson St	west	Wellington St.	65 m south of Wellington St.	any time
Simpson St	west	6 m south of north limit of Civic No. 175	10 m north of north limit of Civic No. 175	any time
Simpson St	west	Queen St. East	104 m north of Queen St.	any time

Prohibited parking on most of Simpson Street is due to the former Sault Hospitals being located on Queen Street, the former paid parking doctor's office building on the corner of Queen and Simpson and the Alex Muir Public School which had access onto Simpson Street prior to its closure.

Analysis

With the Hospital move to the north end of the City in 2010, the repurposing of the former doctor's building to a real estate office without paid parking and the closure

of Alex Muir Public School nearly 20 years ago, the need for parking restrictions on Simpson Street has changed significantly.

In May of 2021, the City surveyed the residents to determine what the consensus would be regarding parking prohibitions. Homeowners were asked if they preferred to keep all parking prohibitions as is or would rather remove all parking prohibitions with the exception of winter parking.

While there was no definitive consensus on the issue, the most common comment given to staff was that parking should be allowed on one side of the street. Further, the removal of the inconsistent parking prohibition on the west side will be much easier for Police Services to enforce. Therefore staff are proposing to keep the existing parking prohibitions on the east side of Simpson Street from Queen Street East to Wellington Street East and to remove the prohibition on the west side.

Financial Implications

The financial implications to this recommendation are minimal; the cost of removing the existing no parking signage.

Strategic Plan / Policy Impact

Removal of a parking prohibition is not related to a specific area of the strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design and Transportation Engineering dated October 12, 2021 concerning on-street parking on Simpson Street be received, and that Council approve the recommendation to remove the current parking prohibitions on the west side of Simpson Street between Queen Street East and Wellington Street East.

Staff will revise the appropriate schedule in the Traffic By-Law which will be brought to Council for approval at a later date.

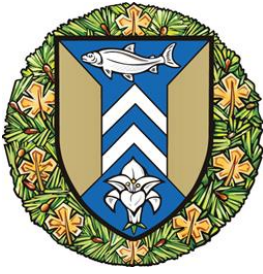
Respectfully submitted,

Carl Rumié, P. Eng.

Manager of Design and Transportation Engineering

705.759.5379

c.rumiel@cityssm.on.ca



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

COUNCIL REPORT

October 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: Land Ambulance Maintenance 2021 Extension Agreement

Purpose

The purpose is to seek Mayor and Council approval for a two (2) year agreement with an option to extend on a year to year basis between the City of Sault Ste. Marie and the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for Fire Services Support Services Division, to perform maintenance and repairs on Emergency Medical Services (EMS) vehicles.

Background

The Support Services Division has provided maintenance and repairs to the EMS fleet since 2002. EMS transitioned to the DSSMSSAB on January 1, 2020. A formal Vehicle Maintenance Agreement was required between the City and DSSMSSAB. The Agreement is found elsewhere on the agenda. This updated agreement is required to reflect the new shop rate and extend the agreement for another two (2) years.

Analysis

The Support Services Division is responsible for the maintenance and repair of land ambulances and fleet vehicles. The type of work performed includes: scheduled preventative maintenance to meet Original Equipment Manufacturer (OEM) and Ministry of Health (MOH) requirements, transportation of units, breakdown and running repairs, as well as annual Safety Inspections required by the Ministry of Transportation Ontario (MTO) to ensure emergency service vehicles meet the required standards for frontline apparatus.

EMS land ambulances and fleet vehicles are located at the Regional Emergency Services Complex (RESC) on Old Garden River Road. The Support Services Division workspace is also located at RESC. This provides ease of access and delivery of the EMS units to the mechanical staff. It also provides for an efficient and timely repair process when required for emergency vehicles.

Financial Implications

Fire Services recovers costs for performing maintenance on EMS paramedic vehicles. Cost recovery has been realized in the years 2019 and 2020 in the amounts of \$92,212 and \$115,567 respectively. In 2021, \$64,775 has been recovered as of August 31, 2021. Based on a three (3) year average, \$97,083 is estimated for 2022 and is included in the 2022 Fire Services Operating Budget.

Strategic Plan / Policy Impact

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

Recommendation

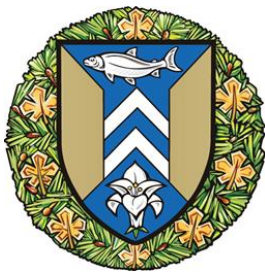
It is therefore recommended that Council take the following action:

The relevant Agreement and By-law #2021-196 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

Peter Johnson
Fire Chief
705.949-3333
p.johnson@cityssm.on.ca



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

COUNCIL REPORT

October 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields City Solicitor

DEPARTMENT: Legal Department

RE: License Agreement and Noise By-Law Exemption for
Remembrance Day Ceremonial Gun Salute (49th Regiment
Artillery)

Purpose

The purpose of this report is to request Council's approval of a License Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (the "Licensee"). The License would permit the use of the property located in the vicinity of the Roberta Bondar Pavilion (Hub Trail Boardwalk) for the purpose of the Remembrance Day Ceremonial Gun Salute, in support of the annual Remembrance Day commemoration scheduled for November 11, 2021.

Background

The 49th Regiment contacts the City annually to request permission to hold the event at the Hub Trail Boardwalk. The event will be held on November 11, 2021.

Analysis

The event requires a License Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence. The License Agreement confirms that permission has been given for the event. The Licensee is self-insured.

Financial Implications

Not applicable

Strategic Plan / Policy Impact

Not applicable

Recommendation

It is therefore recommended that Council take the following action:

By-Law 2021-194 which authorizes a License Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of

License Agreement and Noise By-law Exemption for Remembrance Day
Ceremonial Gun Salute (49th Regiment Artillery)
October 12, 2021
Page 2.

National Defence, appears elsewhere on the Agenda and is recommended for approval; and

By-Law 2021-195, being a by-law to amend Noise Control By-Law 80-200 to exempt from the By-Law the Remembrance Day Ceremony Gun Salute on November 11, 2021 also appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Karen Fields
City Solicitor
705.759-5407
k.fields@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-186

PROPERTY SALE: A by-law to authorize the sale of surplus property being civic 69 Old Garden River Road legally described in PIN 31514-0095 (LT) to Rocchetta Holdings Inc. (Ryan Rocchetta)

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule “A” to Rocchetta Holdings Inc. or as otherwise directed by them at the consideration shown and upon the conditions set out in Schedule “A”.

3. **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 complete the sale.

4. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

5. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of October, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-186 SALE 69 OLD GARDEN RIVER ROAD.DOCX

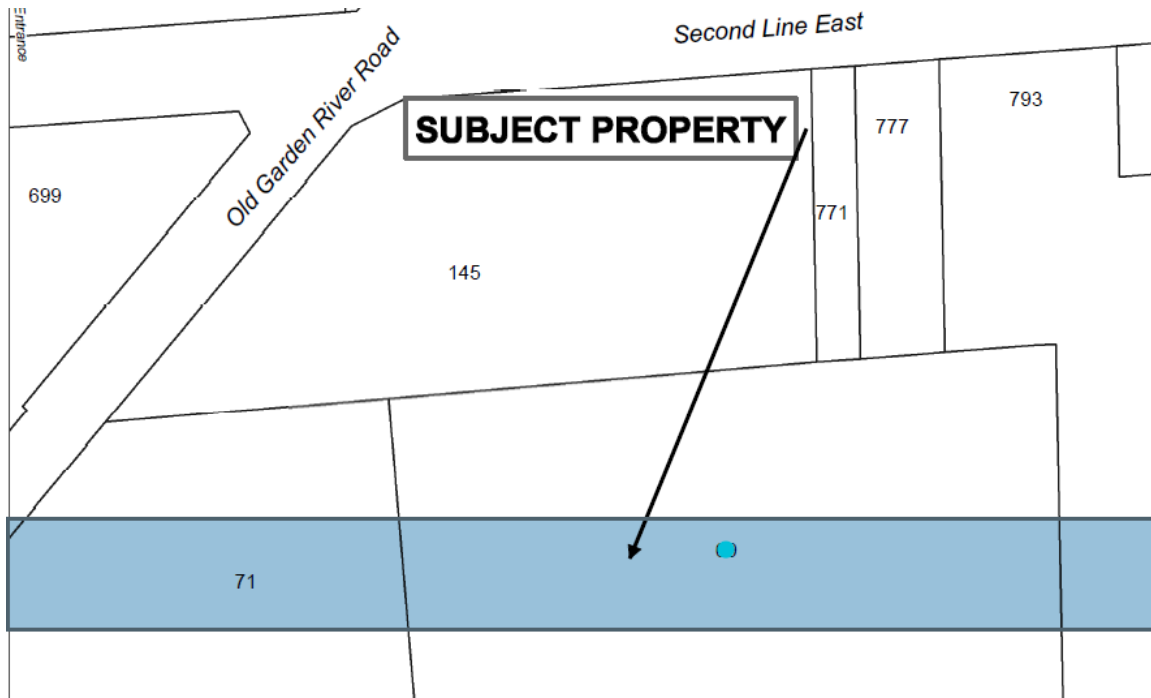
SCHEDULE "A" TO BY-LAW 2021-186

PURCHASER: ROCCHETTA HOLDINGS INC.

ADDRESS: 69 OLD GARDEN RIVER ROAD
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: 31514-0095 (LT) PT SECTION 32
TARENTORUS PART 1 1R10348 E OF PT 1 & 2
1R10668; T/W AN EASEMENT AS IN T176382;
SAULT STE. MARIE

CONSIDERATION: Three Hundred Fifty Nine Thousand (\$359,000.00) Dollars.



Rachel Tyczinski

From: Christian Provenzano
Sent: Tuesday, September 28, 2021 3:14 PM
To: Paul Christian; Sandra Hollingsworth; Luke Dufour; Lisa Vezeau-Allen; Donna Hilsinger; Rick Niro; Marchy Bruni; Corey Gardi; Matthew Scott
Cc: Malcolm White; Rachel Tyczinski; Madison Zuppa; Lisa Bell; Amanda Comegna
Subject: Item 6.14 (69 Old Garden River Road)

Council:

I am writing with respect to item 6.14 and the associated bylaw at 11.1.5 of yesterday's agenda (sale of 69 Old Garden River Road).

I note that Councillor Shoemaker is not included on this email because he declared a conflict on this matter.

I reviewed the recorded vote (escribe) this morning with the Clerk.

In favour: Mayor Provenzano, Councillor Christian, Councillor Dufour, Councillor Gardi and Councillor Scott (5);
Against: Councillor Niro, Councillor Bruni, Councillor Hollingsworth, Councillor Hilsinger and Councillor Vezeau – Allen (5).

Since the recirded vote was tied, the resolution did not pass. The prevailing side, therefore, was against.

It appeared to me, when I asked for a show of hands, that Councillor Bruni was in favour of the resolution. In light of his recorded vote (against) we reviewed the video of the meeting and it is clear that, when I asked for a show of hands, Councillor Bruni voted in favour. I spoke to Councillor Bruni this morning and he did, in fact, intend on supporting the motion. That noted, the escribe vote is the recorded vote so Councillor Bruni's vote against is the governing vote.

In order to address this matter property, in accord with our procedural bylaw, we would need two motions at the next meeting, as follows:

1. A motion to suspend the procedural bylaw in order to discuss and debate a reconsideration (the procedural bylaw requires that a reconsideration be brought as a notice of motion before it is debated and voted on by Council). Any two councillors could move and second this motion;
2. A motion to reconsider the matter. A reconsideration has to be moved and seconded by two members who voted on the prevailing side, so two of: Councillor Niro, Councillor Bruni, Councillor Hollingsworth, Councillor Hilsinger and Councillor Vezeau – Allen. I believe Councillor Bruni will move the reconsideration. He would need one of the prevailing side to second it and I hope, in the circumstances, one of you would consider doing that so that the matter can be discussed and determined. I note that you can second the reconsideration motion and still vote against the main motion (whether or not to sell the property to the successful proponent as recommended by staff).

Upon confirmation that we have the necessary movers/seconders for the motions, the Clerk's office will draft the motions for the review of the movers/seconders and they will be placed on our next agenda.

I welcome any of you to connect me should you have any questions or concerns.

Sincerely,

CP

Christian Provenzano

Mayor

Office of the Mayor

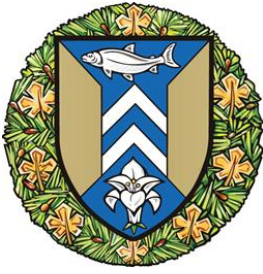
705.759.5344 Mayor.Provenzano@cityssm.on.ca

CITY OF SAULT STE. MARIE

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

saultstemarie.ca





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

COUNCIL REPORT

September 27, 2021

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Sale – 69 Old Garden River Road

Purpose

The purpose of this report is to advise Council of the Offers to Purchase received for the sale of 69 Old Garden River Road (the “Subject Property”) and to provide information regarding two requests received from Fausto DiTommaso regarding the sale of the property.

Attachments

Attached as Schedule “A” is a map of the Subject Property. Attached as Schedule “B” is a copy of a GIS Map that shows the Property and areas of infrastructure referenced later in the Report. Attached as Schedule “C” is a copy of Plan 1R10668, again referenced to an easement referenced later in this Report. Attached as Schedule “D” is a copy of an Easement related to a Private Storm Drainage System that is relevant to both 69 and 71 Old Garden River Road. Attached as Schedule “E” is the email and letter dated August 10, 2021 and attached as Schedule “F” is an email from and to Mr. DiTommaso.

Background

On June 28, 2021, City Council passed By-law 2021-129 which declared the Subject Property as surplus to the City’s needs and authorized the disposition of the said property. The sale of 69 Old Garden River Road was advertised in the Sault Star on July 3, 2021 and on the City’s website, advising offers would be accepted until noon on July 23, 2021 at the City Clerk’s Office, Civic Centre.

The Legal Department then received a request from Fausto DiTommaso to extend the time for submission of offers. He was retaining an Engineer to look at servicing requirements and required further time to make the necessary inquiries. The sale of 69 Old Garden River Road was again advertised in the Sault Star on July 16, 2021 and on the City’s website, advising that the time for submission of offers was being extended to August 16, 2021.

The Legal Department has received three (3) Offers to Purchase.

Analysis

(a) Offer 1 – Walter and Roberta Pozniak

The first Offer to Purchase is from Walter and Roberta Pozniak in the sum of Fifty Thousand (\$50,000.00) Dollars. A condition of the sale is that the zoning Light Industrial zone (M1) be changed to Rural Area Zone (RA). They added a Schedule to their Offer that sets out their intended use of the Subject Property. Specifically, they advise as follows:

“Immediate Use:

- Conservation / Green space
- Horticulture society
- Bird watching and studying bird habitat
- Entomica SSM Insectarium
- Sault College (access to teachers/students from the Forestry program and any other related program)
- Support Algoma Forest and Nature School

Future Use: (working with city to develop and maintain)

- Park & playground
- Basketball court/baseball field
- Outdoor skating rink
- Vegetable garden (4 Food Program)
- Entomica SSM Insectarium could build a pollinator garden and setup activities and programs for families and children
- Tennis court/pickle ball or any other non-motorized sport or activity

The property is within the city of Sault Ste. Marie class environmental assessment study area of the road system and transportation. We would work with and support the city to expand the John Rowsell Hub Trail through the property if feasible.

The ultimate goal for the purchase of this property is to protect the investments of the surrounding residential family homes and support the City's growth toward the areas that matter most from a family and educational perspective. This could be a fantastic opportunity for the city to work us in the expansion on greenspace, recreation and enjoyment, and educational utilization.”

(b) Offer 2 – DiTommaso Investments Inc.

The second Offer to Purchase is from DiTommaso Investments Inc. in the sum of Three Hundred Fifty-One Thousand Five Hundred (\$351,500.00) Dollars. There are no conditions. This offer does not set out the intended use of the Subject Property.

(c) Offer 3 – Rocchetta Holdings Inc.

The third Offer to Purchase is from Rocchetta Holdings Inc. in the sum of Three Hundred Fifty-Nine Thousand (\$359,000.00) Dollars. There are no conditions. Rocchetta Holdings Inc. is an abutting property owner. They have advised that their intended use of the property is as follows:

“Rocchetta Holdings currently owns the abutting land at 71 Old Garden River Road. This results in the property being a great fit for business expansion and city development ... adding this property to the current use of 71 Old Garden River Road (Northshore Sports and Auto Inc.) would allow for the expansion and addition of a number of local, well-paying jobs. With the potential for planned growth and future building construction, this would bring hundreds of thousands in tax dollar revenue each year from this business alone.

In addition to the expansion of Northshore Sports and Auto Inc.’s current business, Rocchetta Holding plans to develop the remainder of the property into a plaza that has complimentary uses to the adjacent properties. The future planned use would adhere to the current zoning, thus making it less uncertain that the development would take place. The plans for Rocchetta Holdings would be 'shovel ready' so the City Council could be assured this proposed developed will quickly become a reality.”

With respect to zoning, Planning has confirmed that Rocchetta Holding Inc.’s plan to build a warehouse and distribution centre with no outside storage on the Subject Property would comply with existing zoning requirements for a Light Industrial (M1) zone. Rocchetta Holding Inc.’s would have to comply with all building setbacks. If the plans changed such that Rocchetta Holding Inc. desired to have “Motor Vehicle Sales and Parts Dealers” as an additional permitted use, as it did in 2019 with 71 Old Garden River Road, then a rezoning would be necessary. A rezoning would also be necessary if Rocchetta Holding Inc. desired to use the Subject Property as a test driving site for recreational vehicle, trailer, boat, motorcycle and other motor vehicles.

Rocchetta Holdings Inc. also references the easement relationship between the two properties (ie. 69 Old Garden River Road and 71 Old Garden River Road) in support of its offer. This is relevant for Council’s consideration also.

(d) Relevant Considerations

The Subject Property and 71 Old Garden River Road share easements that have been formalized and registered on title and require consideration if 69 Old Garden River Road is to be developed.

(i) City Sanitary Sewer System

The area marked in “Red” on Schedule “B” to this Report from Old Garden River Road along essentially the driveway of 71 Old Garden River Road to the mid/rear of the Building at 71 Old Garden River Road is an existing City Sanitary sewer system. Eventually, the system would run the full length of the property line to 69 Old Garden River Road. An Easement has been registered on title to formalize same over Part 2 Plan 1R10668, as set out in Schedule “C” attached to this Report.

(ii) City Access Easement

The City has reserved a right of way for all persons and vehicles entitled to access 69 Old Garden River Road to travel over Part 2 Plan 1R10668. Again this is the same area where the sanitary sewer system is located.

(iii) Easement between 69 and 71 Old Garden River Road – Private System

The area marked in “Green” on Schedule “B” to this Report, specifically the area around the sides and rear perimeter of the Building at 71 Old Garden River Road and then continuing from the rear of the building through the entire center of the property at 69 Old Garden River Road is a significant private storm drainage system (the “System”). The System takes water from catch basins placed at 71 Old Garden River Road and feeds it through the System.

An Easement Agreement, a copy of which is appended as Schedule “D” to this Report is attached. The following are relevant portions of the Easement Agreement and show the relationship between the two properties:

- The Property Owner of 71 Old Garden River Road (Rocchetta Holdings Inc.) is responsible for
 - o all matters related to the easement, including the System itself, and its maintenance, repair, construction and inspections, etc.;
 - o all matters related to a breakdown of the System, including promptly repairing same;
 - o all damages to the Subject Property caused by the System and any acts/omissions of the Property Owner of 71 Old Garden River Road;
 - o compliance with legislative requirements;
 - o indemnification of the City (and future owner of the Subject Property) for any claims that may arise from the System and insurance requirements; and
 - o obtaining the approval of the City (and future owner of the Subject Property) for any work to be done on the System located on the Subject Property.
- The Easement Agreement also contemplated the future development of the Subject Property. As shown on the Schedule “B”, the Pipe literally

runs down the middle of the Subject Property. In the event that there is development of the Subject Property such that the Pipe from the System needs to be relocated, the Property Owner of 71 Old Garden River Road agreed to same on the following conditions:

- that the work and costs for excavation and relocation would be done by the Future Developer of the Subject Property; and
- that the Future Developer of the Subject Property would be required to obtain the consent of the Property Owner of 71 Old Garden River Road (consent shall not be unreasonably withheld) and that any new pipe/relocation shall continue to provide the same or better surface run off drainage for 71 Old Garden River Road. The purpose for consent is to ensure there is communication regarding development so as not to negatively impact 71 Old Garden River Road. Further, the Property Owner of 71 Old Garden River Road agrees to allow the Future Developer of the Subject Property to connect to the System provided that the System can accommodate the increased flow. If the System required revisions to accommodate the new connection, those costs would be borne by the Future Developer of the Subject Property.

As such, there are complex easements which need to be considered given the interrelationship between the two properties. To that end, having the same owner for both properties is certainly more straightforward and would avoid potential issues. However, as stated, the Easement Agreement does provide for the opportunity for development of the Subject Property by a separate owner.

Requests from Fausto DiTommaso

Separate from the Submission of Offers process, the City received two requests from Mr. DiTommaso. The first request was by letter dated August 10, 2021 requesting that the City reconsider the decision to have the property declared surplus. In the letter he states that the property at 69 Old Garden River Road could be used for future expansion of the Withdrawal Management Centre slated to be built at 145 Old Garden River Road. The email and letter is attached to the report.

On August 12, 2021, the City Solicitor received an email from Mr. DiTommaso asking for a four week deferral on the sale of the property to allow Council time to review the matter. Mr. DiTommaso was advised of the next steps and time lines involved so he was aware that the sale would not take place before Council reviewed the matter in closed session on September 13, 2021. Those emails are attached to this report.

Financial Implications

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. The current use of the Subject

Sale – 69 Old Garden River Road

September 27, 2021

Page 6.

Property is exempt from property taxation. Upon sale of the Subject Property it may be assessable depending upon its ultimate use.

Strategic Plan / Policy Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

In accordance with the direction given in Closed Session on September 13, 2021, the Legal Department will be directed to proceed with the sale of the Subject Property known municipally as 69 Old Garden River Road and legally described as PIN 31514-0095 (LT) PT SECTION 32 TARENTORUS PART 1 1R10348 E OF PT 1 & 2 1R10668; T/W AN EASEMENT AS IN T176382; SAULT STE. MARIE to Rocchetta Holdings Inc. for the sum of Three Hundred Fifty Nine Thousand (\$359,000.00) Dollars.

By-law 2021-186 authorizing the sale appears elsewhere on the Agenda and is recommended for your approval

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor
Senior Litigation Counsel
705.759-5403
m.borowiczsibenik@cityssm.on.ca

MBS/da

Schedule "A"

170

187

181

760
1 2

774

790

796

Walmart Entrance

Second Line East

Old Garden River Road

SUBJECT PROPERTY

793

777

771

699

145

71

65

81

87

93

99

105

111

117

125

131

137

Sharon Crescent

75

71

65

59

53

47

54

68

74

80

86

38

32

26

20

12

60

50

40

34

28

Tadcaster Place

31

23

428

Page 66 of 216

31

25

19

13



SCHEDULE "C"

SURVEYOR'S COPY

PLAN IR-10468	
I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT	RECEIVED AND DEPOSITED
DATE: Sept 30/03	DATE: Sept 30, 2003
SURVEYOR: J. J. Beluc	DEPUTY LAND REGISTRAR FOR THE REGISTRY DIVISION OF ALGOMA (N ^o 1)

SCHEDULE			
PART	SECTION	TOWNSHIP	INSTRUMENT
1	PT OF NW 1/4 SECTION 32	TARENTORUS	PT OF T-427972
2	PT OF NW 1/4 SECTION 32	TARENTORUS	PT OF T-427972

PARTS 1 AND 2 - TOGETHER WITH A R/W OVER PART 2, IR-10348

Part 1
Owned by Economic Development Corp
for Office Site
Part 2
Access Easement in favour of City

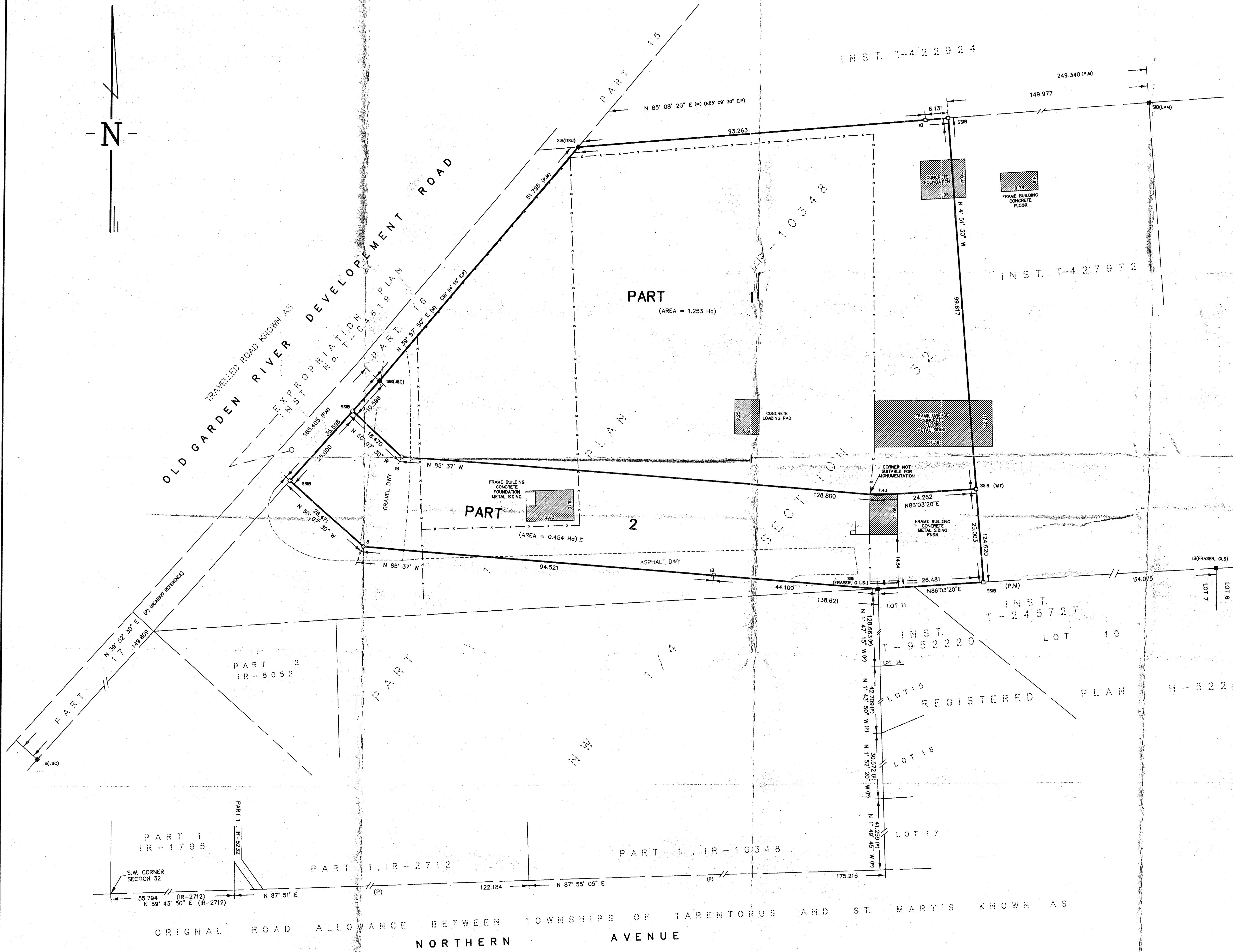
PLAN
OF SURVEY OF
PART OF THE N.W. 1/4 SECTION 32
TOWNSHIP OF TARENTORUS
CITY OF SAULT STE MARIE
DISTRICT OF ALGOMA
SCALE 1 : 500
0 10 20 30 METRES
D.S. URSO, SURVEYING LTD.

METRIC
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYOR'S ACT, THE REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.
2) THE SURVEY WAS COMPLETED ON THE 20th DAY OF MARCH, 2002
NOVEMBER 21, 2002
WAWA, ONTARIO
J.M. BEERKENS, O.L.S.
ONTARIO LAND SURVEYOR

BEARING NOTE
BEARINGS ARE GRID BEARINGS AND ARE REFERRED TO THE SOUTH EAST LIMIT OF THE OLD GARDEN RIVER DEVELOPMENT ROAD AS SHOWN ON PLAN IR-10348 HAVING A BEARING OF N 39° 52' 30" E. BEARINGS ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 16-87 WEST LONGITUDE (NAD 83)

LEGEND
□ DENOTES PLANTED MONUMENT
■ DENOTES FOUND MONUMENT
IB DENOTES IRON BAR
SIB DENOTES STANDARD IRON BAR
SSIB DENOTES SHORT STANDARD IRON BAR
M DENOTES MEASURED
P DENOTES PLAN IR-10348
JBC DENOTES J.B. CHAMBERS O.L.S.
LAM DENOTES L.A. MILLER O.L.S.
DSU DENOTES D.S. URSO O.L.S.
MTO DENOTES MINISTRY OF TRANSPORTATION, ONTARIO
// DENOTES NOT TO SCALE



Easement #2

yyyy mm dd Page 1 of 8

Page 69 of 216

The applicant(s) hereby applies to the Land Registrar.

File Number

Transferor Client File Number :	MAP 71 OLD GARDEN RIV RD
Transferee Client File Number :	17998-2

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 31514 - 0095 SERVIENT TENEMENT LANDS: PT SEC 32 TARENTORUS PT 1 1R10348 E OF PT 1 & 2 1R10668; T/W AS EASEMENT AS IN T176382; SAULT STE. MARIE

DOMINANT TENEMENT LANDS: PIN 31514-0094 (LT) PT SEC 32 TARENTORUS, PTS 1 & 2 1R10668 S/T T442914, T442914E; SAULT STE. MARIE

BY: THE CORPORATION OF THE CITY OF SAULT STE. MARIE

TO: ROCCHETTA HOLDINGS CORP.

1. TRUDY ROCCHETTA, PRESIDENT

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for ROCCHETTA HOLDINGS CORP. described in paragraph(s) (C) above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$1.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$1.00

- 4.
- Explanation for nominal considerations:
- o) Transfer of easement or right of way for no consideration.

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

- 1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- 2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- 3. (a) This is not a conveyance of land that is located within the "specified region".
- 4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- 5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement

LRO 1 Registration No. AL212737 Date: 2020/06/01

B. Property(s): PIN 31514 - 0095 Address SAULT STE. MARIE Assessment - Roll No

C. Address for Service: 89 Calaboogie Road
Echo Bay, ON
P0S 1C0

D. (i) Last Conveyance(s): PIN 31514 - 0095 Registration No. T427972

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By: Gordon Peter Acton
390 Bay Street 5th Floor
Sault Ste. Marie P6A 1X2

CONDITIONS OF STORM SEWER EASEMENT

SERVIENT TENEMENT LANDS: PIN 31514-0095 (LT) PT Sec 32 Tarentorus, PT 1 1R10348 E of PT 1 & 2 1R10668; T/W as Easement as in T176382; Sault Ste. Marie

DOMINANT TENEMENT LANDS: PIN 31514-0094 (LT) PT Sec 32 Tarentorus, PT 1&2 1R10668; S/T T442914; S/T T442914E; Sault Ste. Marie

WHEREAS the Transferor is the registered owner in fee simple in possession of the "Servient Tenement Lands" known municipally as 69 Old Garden River Road, Sault Ste. Marie, ON and legally described as PT Sec 32 Tarentorus, PT 1 1R10348 E of PT 1 & 2 1R10668; T/W as Easement as in T176382; Sault Ste. Marie; PIN 31514-0095 (LT), and referred to herein as the "Servient Tenement Lands";

AND WHEREAS the Transferee is the registered owner in fee simple in possession of the "Dominant Tenement Lands" known municipally as 71 Old Garden River Road, Sault Ste. Marie, ON and legally described as PT Sec 32 Tarentorus, PT 1&2 1R10668; S/T T442914; S/T T442914E; Sault Ste. Marie; PIN 31514-0094 (LT) and referred to herein as the "Dominant Tenement Lands";

AND WHEREAS a private storm drainage system (the "System") exists on the Dominant Tenement Lands, which System takes water from catch basins placed at the Dominant Tenement Lands and feeds it through approximately 285 meters of PVC and Concrete storm sewer and appurtenances, varying in size from 375mm diameter to 525 mm diameter, flowing in an easterly and northerly direction (the "Pipe") which is also part of the System and which Pipe runs underground through the centre of the Servient Tenement Lands as depicted on the Map attached as Schedule "A" to this Agreement;

AND WHEREAS the System in its current form is integral to proper surface run off drainage for the Dominant Tenement Lands;

AND WHEREAS the Transferee has expressed to the Transferor its interest in acquiring an easement over the Servient Tenement Lands for the ongoing presence and maintenance of the System;

AND WHEREAS the Transferor is prepared to transfer the aforesaid easement to Transferee, subject to the terms and conditions set forth herein

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:

THE EASEMENT:

1. The Transferor hereby grants the Transferee and its successors and assigns an easement in, over, along, under and through the Servient Tenement Lands for the following purposes:

- (a) To permit the continued presence of the Pipe which forms part of the System to remain in the current placement on the Servient Tenement Lands which the parties acknowledge is for the purpose of providing a private storm drainage system from the Dominant Tenement Lands through the Servient Tenement Lands; and
- (b) To permit the Transferee and its agents and assigns to construct, install, operate, maintain, inspect, remove, replace, reconstruct and repair the Pipe on, in and under the Servient Tenement Lands at only the location where the Pipe is located, and in order to facilitate same, to permit the Transferee with access to the said Servient Tenement Lands at the location where the Pipe is located as necessary by its servants, agents, contractors and its or their vehicles, supplies and equipment upon prior written notice of same.

hereinafter collectively referred to as the "Easement".

THE CONDITIONS:

- 2. The Transferee shall be responsible for all matters related to the Easement and the System, including but not limited to the System itself, and the System's maintenance, repair, construction, and inspections. At no time shall the Transferor be responsible for any matters related to the Easement and the System located on the Servient Tenement Lands.
- 3. In the event that there is a breakdown of any nature or kind of the System or a portion thereof that impacts the Servient Tenement Lands, the Transferee undertakes to promptly and at its expense, complete all necessary repairs and works and the Transferee further undertakes to restore the Servient Tenement Lands to the same condition as prior to such breakdown.
- 4. The Transferee shall be responsible for any damages to the Servient Tenement Lands caused directly or indirectly by the System, the Pipe and/or any acts or omissions of the Transferee or persons acting under the authority of the Transferee with respect to the System and/or the Pipe and this Easement.
- 5. The Transferee covenants to fill in all excavations and as far as practicable restore the surface of the Servient Tenement Lands to the same condition as prior to the commencement of construction or any subsequent work thereon.
- 6. The Transferee shall comply with all laws, by-laws, rules and regulations of any governing body respecting the System and Easement set out herein, and shall save harmless and fully indemnify the Transferor from and against all losses, costs, damages and expenses of every kind or nature which the Transferor may suffer be at or be put to by reason of or in consequence of the noncompliance by the Transferee with such laws, by-laws, rules and regulations.
- 7. The Transferee shall indemnify and save harmless the Transferor from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with the System and the provision of Easement, the intent being that the Transferor shall be at no risk or expense in respect of same.

8. The Transferee acknowledges that the Transferor has made no representation or warranty as to the condition of the System and this Easement.
9. The Transferee shall not assign, transfer or make any other disposition of this Easement or the rights conferred thereby without the prior written consent of the Transferor.
10. The Transferee shall keep in force during the term of this Easement, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the Servient Tenement Lands, and agrees to add any other coverage as may be requested by the Transferor acting reasonably, in an amount not less than Five Million (\$5,000,000.00) Dollars and name the Transferor as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie upon registration of this Easement and thereafter annually or at the time of policy renewal.
11. In the event that the Transferee retains any contractors, servants, agents or assigns (collectively the "Contractor") to complete any work on the System on the Servient Tenement Lands, the Transferee acknowledges and agrees that it must obtain the consent of the Transferor prior to such work being complete. To that end, the Transferee undertakes to complete the following prior to such work being completed:
 - a. liaise with the Transferor and ensure that the Contractor is approved to work on the Servient Tenement Lands as per the City's Contractor Pre-Qualification System or other future system as applicable;
 - b. provide the Transferor with any documents requested, ie. Contractor's WSIB, Insurance Certificate, etc. of the desired Contractor; and
 - c. comply with any other requirements of the Transferor as relevant at the time.

To this end, the Transferee acknowledges and agrees that any Contractor shall be required to have adequate insurance in place as determined by the Transferor in its sole discretion acting reasonably, and shall name the Transferor as "Additional Insured".

FUTURE DEVELOPMENT OF 69 OLD GARDEN RIVER ROAD

12. The parties acknowledge the placement of the Pipe of the System currently runs through the centre of the Servient Tenement Lands. In the event the Transferor or a future owner/developer of the Servient Tenement Lands (hereinafter referred to as "Future Developer of Servient Tenement Lands") wish to develop the Servient Tenement Lands such that the Pipe on the Servient Tenement Lands must be relocated, the Transferee consents to same on the following conditions:
 - a. any construction, installation, excavation, removal and filling of the current Pipe shall be completed by the person developing the Servient Tenement Lands, specifically the Transferor or a Future Developer of Servient Tenement Lands, and at their sole cost, liability and expense;
 - b. the relocation and reinstallation, or new construction, installation, excavation and filling of a new pipe shall also be completed by the person developing the Servient Tenement Lands, specifically the Transferor or a Future Developer of Servient Tenement Lands, and at their sole cost, liability and expense;

- c. given that the Pipe is integral to proper surface run off drainage for the Dominant Tenement Lands, prior to any relocation of the Pipe, the person developing the Servient Tenement Lands, specifically the Transferor or a Future Developer of Servient Tenement Lands shall obtain the Transferee's consent to the proposed new design of the Pipe, with the Transferee acknowledging that such consent shall not be unreasonably held. The parties acknowledge the intent of this Section is that any new pipe/relocation of the existing Pipe shall continue to provide the same or better surface run off drainage for the Dominant Tenement Lands.
13. In the event that the person developing the Servient Tenement Lands, specifically the Transferor or a Future Developer of Servient Tenement Lands desires to connect to the System:
- a. as it is presently constructed; or
 - b. if the Pipe is relocated pursuant to Section 12 herein,

The Transferee shall consent to same as long as the System can accommodate the increased flow resulting from the person developing the Servient Tenement Lands, specifically the Transferor or a Future Developer of Servient Tenement Lands connecting to the System. Should the size of the System need to be revised to accommodate the new connection to the System by the City, the person developing the Servient Tenement Lands, specifically the Transferor or a Future Developer of Servient Tenement Lands from the point of the new connection downstream, then the cost to increase the capacity of the System shall be borne by the person developing the Servient Tenement Lands, specifically the Transferor or a Future Developer of Servient Tenement Lands. All costs, liabilities and expenses related to same shall be the responsibility of the person developing the Servient Tenement Lands, specifically the Transferor or a Future Developer of Servient Tenement Lands. The terms and conditions of the maintenance and servicing responsibilities related to any pipe on the Servient Tenement Lands at such time shall be negotiated between the Transferee and the person developing the Servient Tenement Lands, specifically the Transferor or a Future Developer of Servient Tenement Lands.

14. The Transferor and the Transferee further covenant and agree that the advantage and benefit of this Easement shall be for the lands of the Transferee, described as follows:

PIN 31514-0094 (LT) PT Sec 32 Tarentorus, PT 1&2 1R10668; S/T T442914; S/T T442914E; Sault Ste. Marie

which lands are hereby constituted the "dominant tenement" and the right and easement herein shall be deemed to run with and to touch and concern the lands hereinbefore described which are herein constituted the "servient tenement".

GENERAL

15. This Easement and the conditions set out herein constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications, whether oral or in writing.

16. This Easement and the conditions set out herein shall be binding upon, and enure to the benefit of the parties and their respective successors and (where applicable) permitted assigns.
17. This Easement and conditions set out herein shall be registered on both the Servient Tenement Lands and Dominant Tenement Lands.

SCHEDULE “E”

From: Fausto DiTommaso [<mailto:faustodito1@gmail.com>]
Sent: Tuesday, August 10, 2021 11:56 AM
To: Karen Fields <k.fields@cityssm.on.ca>
Cc: Mayor Provenzano <mayor.provenzano@cityssm.on.ca>; CAO White <cao.white@cityssm.on.ca>
Subject: 69 Old Garden River 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.

Hi Mrs. Fields:

Please accept my letter of concern regarding the above noted property.

Can you please acknowledge the receipt of this email so that I know you received it.

Thank you and have a great day.

Regards,
Fausto DiTommaso



DITOMMASO INVESTMENTS INC.

1180 Great Northern Road
Sault Ste. Marie, ON P6B 0B6
Telephone: (705) 949 9190
Fax: (705) 946 0084

Email: faustodito1@gmail.com

Mrs. Karen Fields, City Solicitor, City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON

Re: 69 Old Garden River Road

Dear Mrs. Fields:

I am writing to you today about the above captioned property and to ask you to reconsider this property's status as surplus. As bold as a statement as that may sound, please consider the following.

As you are no doubt aware, the property my company owns located at 145 Old Garden River Road has recently been selected as the location for the Sault Area Hospitals New Withdrawal Management Centre and that property abuts 69 Old Garden River Road. To accommodate that use, I applied for and was approved to rezone the property from the current M1 zoning (Light Industrial) to Institutional. You will no doubt agree this 20-bed facility is long overdue and according to SAH, it is very likely there will be an expansion of the 20 beds soon.

Therefore, the reason for my letter concerns this possible future expansion from 145 Old Garden River Road onto the 69 Old Garden River Road property. Would it not be advisable at this time for the municipality to reconsider whether 69 Old Garden River Road is surplus and keep all options available for future expansion? Also, consider that this property is currently zoned M1 and if sold with that zoning in place, it would permit any number of industrial uses that would be less than complementary to the healing process trying to be accomplished at the New Withdrawal Management Centre immediately to the north. The city has held this property for decades and I am sure this property was deemed surplus long before the decision was made to locate the Withdrawal Management Centre to 145 Old Garden River Road. So, would it not be reasonable to take just a little more time to allow the mayor and council to critically review this matter and the impact the sale of this property will have on the Withdrawal Management Centre?

I will rely on your discretion to determine if you want to circulate this letter to members of council.

If you have any questions or concerns, please let me know at your earliest convenience.

Sincerely,

Fausto DiTommaso
President

Cc: mayor.provenzano@cityssm.on.ca

Cc: cao.white@cityssm.on.ca

SCHEDULE "F"

From: Karen Fields
Sent: Thursday, August 12, 2021 4:11 PM
To: Fausto DiTommaso <faustodito1@gmail.com>
Subject: RE: 69 Old Garden River Road

Hi Fausto

I can advise that nothing will happen on the sale of this property before September 13th (over 4 weeks from today).

So you know our process, the property is open to bid on until August 16th at noon. After that, no other bids are received. My department then prepares a report to Council with information to assist them from the bids on making their decision on what happens with the property. Those discussions on property take place in closed session and so that will happen on September 13th. We receive instructions from Council on next steps in the process. This matter would not be back in open session of Council until September 27th which is the second Council meeting in September.

I hope that information is of some assistance to you.

Best Regards

Karen

Karen Fields
City Solicitor
Legal Department
705-759-5407 k.fields@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca



From: Fausto DiTommaso [<mailto:faustodito1@gmail.com>]
Sent: Thursday, August 12, 2021 3:41 PM
To: Karen Fields <k.fields@cityssm.on.ca>
Subject: Re: 69 Old Garden River 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.

Hi Karen:

Further to my email of Tuesday, August 10th and after in depth discussions with several Councilors and Tom Vair, it has been suggested that I ask you for a four week deferral on the sale of 69 Old Garden River Road. This would allow Council to review the matter.

Regards,
Fausto DiTommaso

On Tue, Aug 10, 2021 at 12:09 PM Karen Fields <k.fields@cityssm.on.ca> wrote:

Good Afternoon Mr. DiTommaso

Please accept this email as my receipt of your email and letter.

Have a great day as well.

Best Regards

Karen Fields

City Solicitor

Legal Department

705-759-5407 k.fields@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca



Petition

Sharon Crescent & Tadcaster Place

Our well-established neighborhood of Sharon Crescent and Tadcaster Place is a mixture of young families and seniors. It is known as a green and tranquil subdivision that is close to amenities and schools.

We therefore request that 69 Old Garden River Rd. remain vacant and city owned.

Name (Print)

Address

Signature

DALE DUMANSKI	125 SHARON CR	Dale Dumanski
Alfred D'Ettores	60 Tadcaster Pl	Alfred D'Ettores
Vivian D'Ettores	60 Tadcaster Pl.	V. D'Ettores
FRED HARPER	117 SHARON CR.	Fred Harper
BERNICE HARPER	117 SHARON CR.	B. A. Harper
GARY DISAN	86 Sharon Cr	G. Disan
Gail Disan	86 Sharon Crst.	Gail Disan
Nicole Muskaluk	131 Sharon Cres	N. Muskaluk
Joel Muskaluk	131 Sharon Cres	Joel
Alba Gatto	68 Sharon Cres.	Alba Gatto
M. A. GRIFFITH	32 SHARON CR	M. A. Griffith
S. PERSIC	38 SHARON CRES.	S. Persic

MJ Persic
Jeff Kowalsky

38 Sharon Cres.
31 Sharon Cres

MJ Persic
Jeff Kowalsky

Denise Lowe
Denise Lowe

65 Sharon Cres

Denise

Amanda Giunti

37 Sharon Cres

A. Giunti

GERRY CONWAY

26 SHARON CRES

JOSEPHINE RAVICH

59 SHARON CRES.

Dawn Solomon

40 TADCASTER PL.

Solomon Steve

" " " "

G. Conway
J. Ravich
D. Solomon
A. Solomon

Michael Irvine

105 Sharon Cres

M. Irvine

Irma Irvine

105 Sharon Cres

JOHN CAMERON

137 SHARON CRES

Sharon Cameron

137 SHARON CRES

Mike Lefera

111 Sharon Cres.

J. Cameron
S. Cameron
M. Lefera

DAN GRENIER

34 TADCASTER

Maureen Grenier

34 Tadcaster Pl.

D. Grenier
M. Grenier

Sandra Slote

23 Tadcaster Pl

S. Slote

PAUL E HUNTER BISE

12 Sharon Cres

P. Hunter

Andy Trainer

25 Sharon Cres

A. Trainer

JORDAN WILLIAMS

37 Sharon CRES.

J. Williams

Susan Trezins

87 Sharon Cres

Susan Trezins

Wanda Gramolz

93 Sharon Cres.

Wanda Gramolz

Tina Childs

1-99 Sharon Cres

Tina Childs

Jessica Childs

1-99 Sharon Cres.

Jessica Childs

Linda Welham

2-99 Sharon Cres

Linda Welham

NAME (PRINT)	ADDRESS	SIGNATURE
Glen Trembinski	47 Sharon Crescent	Signature
Julie LaRoque	71 Sharon Crescent	Julie LaRoque
ROSS HARRISON	75 SHARON CRESCENT	Mr Harrison
PAULA HARRISON	75 SHARON CRESCENT	Paula Harrison
Geoff Disano	54 Sharon Crescent	Geoff Disano
B. Reed	74 Sharon Cres	B. Reed
Gary Trembinski	47 Sharon Crescent	Gary Trembinski
Elizabeth Trembinski	47 Sharon Crescent	Elizabeth Trembinski
Louise Stephens	32 Sharon Crescent	A. Gatto (for) Louise Stephens
WALTER POZNIAK	81 SHARON CRESCENT	Walter Pozniak
ROBERTA POZNIAK	81 SHARON CRESCENT	R. Pozniak
MICHAEL POZNIAK	81 SHARON CRESCENT	Michael R. Pozniak

DELIVERED
SEPTEMBER 13, 2021

Subject: FW: 69 OLD GARDEN RIVER ROAD

Hello Mayor and Council:

With the matter of this surplus land, I hope serious thought goes into this matter.

The City deemed this property as surplus, you shouldn't change your mind after the fact. I'm sure proper process and policy is in place for a parcel to be deemed as surplus. If the City feels they have no future use of the land, then dispose of it, but do it prudently.

As for the acceptance or to deny a sale after deeming it surplus, I believe it has to be in good faith for both the applicant and the other residents of the City.

This piece of land is currently assessed at \$535,000, I would like to question why the Mayor or any Council member would let it be sold under its value at \$359,000? In this high real estate market when properties, residential commercial or industrial, are going for outrageous sale prices why would the city accept a bid for a fraction of the value.

We as taxpayers expect the City to hold any sale to at least the assessed value for the benefit of the rest of the residents and community. To have it sell for less only puts doubt that our own properties aren't assessed properly in which we pay taxes on. For the system to work the City must adhere to the value of this land.

I hope that Mayor and Council will re-think this matter properly before returning to the agenda next week.

Please govern yourselves accordingly,

Derek Armstrong

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-177

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Investing in Canada Infrastructure Program (ICIP) COVID Resilience funding for improvements to the Civic Centre main exterior entrance.

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 October 12, 2021 between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Investing in Canada Infrastructure Program (ICIP) COVID Resilience funding for improvements to the Civic Centre main exterior entrance.

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 12th day of October, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

lv \\citydata\Legal\Dept\Legal\Staff\COUNCIL\BY-LAWS\2021\2021-177 ICIP Agreement Civic Centre Entrance.docx

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

THIS TRANSFER PAYMENT AGREEMENT for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

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

(**CRA# 122023120**)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a COVID-19 Resilience Infrastructure Stream – Local Government Intake stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project, as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules and their sub-schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Specific Information

Schedule “C” - Project Description, Financial Information, and Project Standards

- Sub-Schedule “C.1” Project Description and Financial Information

Schedule “D” - Reports

Schedule “E” - Eligible Expenditures and Ineligible Expenditures

Schedule “F” - Evaluation

Schedule “G” - Communications Protocol

Schedule “H” - Disposal of Assets

Schedule “I” - Aboriginal Consultation Protocol

Schedule “J” - Requests for Payment and Payment Procedures

Schedule “K” - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of

the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
 - (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
 - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
 - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
 - (iv) any other means with the other Party’s prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Project;
 - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario); and
 - (h) the Recipient has read and understood the Bilateral Agreement.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Infrastructure

Date

p.p. Adam Redish, Assistant Deputy Minister
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE SEAL
THE CORPORATION OF THE CITY OF SAULT STE MARIE

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 Definitions. In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Construction Start” means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation,

storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs in respect of the Project that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Ontario’s Maximum Contribution” means the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

“Project” means the undertaking described in Sub-schedule “C.1” (Project Description and Financial Information).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
 - (i) To support COVID-19 response and economic recovery efforts.

- (f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before December 31, 2023.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
 - (iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum

Funds;

- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 **Recipient's Acknowledgement of Responsibility for the Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 **Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures

proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 **Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.12 **Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project ("**Holdback**") up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 **Acquisition.** The Recipient will ensure that all Contracts are awarded in way that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 **Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 **Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded; and
- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

- A.5.4 **Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:
- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
 - (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
 - (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).
- A.5.5 **Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.
- A.5.6 **Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

- A.6.1 **Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:
- (a) the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of the Project or the use of

the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and

- (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;

(d) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(e) carrying out any other activities the Province requests.

A.7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 Auditor General (Ontario and Canada). The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 Sharing of Audit Findings and Reports. The Recipient acknowledges that Canada and the Province may:

(a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and

(b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 Evaluation. The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 Calculations. The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 Province and Canada Limitation of Liability. In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained

from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless

the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 Waiver Applies. If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 No Authority to Represent. Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the

Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under

the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 Joint Authorship Of Agreement. Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and

Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 Assessments. The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

- A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).
- A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
 - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:
 - (i) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (ii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iii) any other Reports requested by the Province in the format specified; and

- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
 - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments).

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B”

SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 Expiration date. The Expiration Date is **December 31, 2024.**

B.2.0 MAXIMUM FUNDS

B.2.1 Maximum Funds. Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

B.3.0 ADDRESSEES

B.3.1 Addressees. All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3 Attention: Manager, Program Delivery Unit Email: ICIPCOVID@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: CAO Address: 99 Foster Drive, ON, Sault Ste. Marie, P6A 5X6 Email: cao.white@cityssm.on.ca

[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]

SCHEDULE “C”

PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 Project Description. The Recipient will carry out the Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for the Project must occur by September 30, 2023. Without limiting any other rights and remedies the Province may have under the Agreement or provided by law, if Construction Start for the Project does not occur by September 30, 2023, the Province may cancel the Project and shall have no obligation to provide any Funds under this Agreement to the Recipient for the Project.

C.2.0 PROJECT STANDARDS

C.2.1 Canada’s Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.3.1 Province’s and Canada’s Consent. Any change to the Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

(a) Project Overview and Financial Information

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-12-1-1468454790	Civic Centre Access/Entrance Retrofit	04/08/2021	\$429,423.00	\$343,538.40	80%	\$85,884.60	20%

(b) Project Description

The Recipient will upgrade the Civic Centre to properly meet current standards in provision of an accessible entrance, rehabilitate/replace original deteriorated stair access and apron to improve safety for visitors and staff. It will extend the serviceable life of the underground garage structure at the Civic Centre.

The project activities include design and construction of a replacement accessibility ramp with a structure that meets current design codes and accessibility standards, stairway/steps and apron at the Civic Centre , design, excavation and replacement of the deteriorated waterproofing on the below-grade roof slab under the front entrance to the Civic Centre as recommended in the recent facilities conditions report completed under asset management efforts.

The project output will provide quality infrastructure for visitors requiring more current accessibility standards, improved safety for all visitors and staff, reduced risks for injuries and liability exposure. It will improved protection for reinforced concrete structure below grade and reduced risk of future major rehabilitation costs.

[SCHEDULE “D” – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reports. The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year, and subject to any other information that the Province may prescribe at its discretion, each Progress Report shall include the following information with respect to the Project:
 - (i) Estimated total Eligible Expenditures;
 - (ii) Total Eligible Expenditures to date;
 - (iii) Progress tracker (e.g. percent completed);
 - (iv) Construction Start and end dates (forecasted/actual); and
 - (v) Confirmation of installed Project signage, if applicable.

Each Progress Report shall also include an attestation in a format acceptable to the Province from the Recipient attesting that the information in the report is accurate and, in instances where the progress report also includes a request for payment, that Eligible Expenditures have been Incurred in accordance with the Agreement.

- (b) **Claim Reports.** The Recipient, with respect to the Project, will submit one (1) request for payment covering Eligible Expenditures on a semi-annual basis at a minimum. The request for payments shall be submitted in a format and with such contents to the satisfaction of the Province. Each request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
 - (i) a detailed breakdown of invoices that are being claimed for reimbursement;
 - (ii) an attestation in a format acceptable to the Province attesting that the Eligible Expenditures claimed in the request for payment have been incurred in accordance with this Agreement; and
 - (iii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter. For clarity, the Recipient may elect to submit each request for payment to the Province as part of the Progress Report, as set out in Article D1.1(a), if such submission complies with all other terms and conditions of the Agreement.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
- (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
 - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
 - (iv) a summary of any Communications Activities made for the Project; and,
 - (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian

Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for the Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
 - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
 - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2023;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for a terminated or cancelled Project;
- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:

- (i) Land,
 - (ii) Buildings, or
 - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure;
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
 - (i) tourism infrastructure;
 - (ii) a facility that serves as a home to a professional sports team; or
 - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;
and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for the Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of the Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“Asset Disposal Period” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 Development of Plan. The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”) in respect of the Project.

I.2.2 Procedural Aspects of Aboriginal Consultation. If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 Provision of Plan to Province. If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 Changes to Plan. The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

- J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner.

J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

- J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province in accordance with Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.3.0 PAYMENTS OF FUNDS

- J.3.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).
- J.3.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);

- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.3.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.3.0 (Payments of Funds).

J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.4.1 **Timing.** The Recipient will submit all requests for payment, including any final request for payment, within 60 Business Days of the Project’s Substantial Completion.

J.4.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of the Project.

J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.5.1 **Final Reconciliation and Adjustments.** Following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.6.0 HOLDBACK

J.6.1 **Holdback.** The Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.7.0 FINAL PAYMENT

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-194

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence for the purpose of a Remembrance Day Ceremony Gun Salute, in support of the annual Remembrance Day commemoration scheduled for November 11, 2021.

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 Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, a copy of which is attached as Schedule "A" hereto. This Agreement is for the purpose of a Remembrance Day Ceremony Gun Salute, in support of the annual Remembrance Day commemoration scheduled for November 11, 2021.

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 12th day of October, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-194 AGREEMENT REMEMBRANCE DAY CEREMONY GUN SALUTE.DOCX

SCHEDULE "A"

LICENSE AGREEMENT

BETWEEN:

The Corporation of the City of Sault Ste. Marie (the "LICENSOR")

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by
the Minister of National Defence (the "**LICENSEE**")

WHEREAS the LICENSOR is the owner of a property located at Sault Ste. Marie Boardwalk (Hub Trail) in the Province of Ontario (the "Premises");

AND WHEREAS the LICENSEE has requested permission from the LICENSOR to use the Premises for the purpose of Remembrance Day Ceremony Gun Salute.

THIS AGREEMENT WITNESSES that in consideration of, and subject to, the terms and conditions set out herein, the LICENSOR hereby grants permission to the LICENSEE to use the Premises for the purpose stated herein, and for no other purpose, under the following terms and conditions:

1. DESCRIPTION OF PROPERTY

The LICENSOR agrees that the LICENSEE may enter and use The Sault Ste. Marie Boardwalk (Hub Trail) in the vicinity of the Roberta Bondar Pavilion, the Premises for the purpose of conducting a Ceremonial Gun Salute as part of the Remembrance Day Ceremony. In order to satisfy all safety criteria for this event, the gun shall be placed on the Boardwalk (Hub Trail) between the Roberta Bondar Pavilion and the Delta Hotel. The safety area and gun shall be cordoned off from public access during the conduct of the Gun Salute.

2. TERM

The term of this agreement shall be from 11 0900 November 2021 until 11 1200 November 2021.

3. LICENSE FEE

Total consideration for the use of the Premises is \$1.00, and the LICENSOR hereby acknowledges the receipt and sufficiency of this consideration.

4. INSURANCE

The LICENSOR acknowledges that the LICENSEE is self-insured.

5. INDEMNIFICATION

Subject to the *Crown Liability and Proceedings Act*, the LICENSEE indemnifies and saves harmless the LICENSOR, its servants, agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, her servants, agents, or employees, or on account of any damage to the property of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the license granted herein.

6. LICENSOR'S PROPERTY

The LICENSEE agrees to assume full responsibility for the care of the Premises during her occupation, and to assume all risk of loss, damage, or injury to herself, her servants, agents, employees or licensees.

7. DAMAGES

The LICENSEE shall not be responsible for any damage or loss to the Premises arising from circumstances, acts or conditions beyond her control, or due to "force majeure", which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

8. ENVIRONMENTAL DAMAGE

The LICENSEE is liable for any environmental damage to the Premises caused during her occupation, except for:

- a) any environmental damage to the Premises caused by the previous occupation of the premises by other persons, organizations, or the LICENSOR;
- b) any environmental damage to the Premises arising during the period covered by this agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement; and
- c) any environmental damage to the Premises caused by any other persons, organizations, or by the LICENSOR.

9. GOVERNING LAW

This agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of Ontario, including the laws of Canada.

IN WITNESS WHEREOF this agreement has been executed by The City of Sault Ste. Marie and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence.

SIGNED, SEALED AND DELIVERED
in the presence of

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, AS REPRESENTED
BY THE MINISTER OF NATIONAL
DEFENCE**

Witness

Printed Name: _____

Per: _____

Name: _____ Date

Title: Officer Commanding
RP Ops Section Toronto

SIGNED, SEALED AND DELIVERED
in the presence of

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

Witness
Printed Name: _____

Per:_____ Oct 12/21
Print Name: Christian Provenzano Date
Title: Mayor
I have authority to bind the Corporation

Witness
Printed Name: _____

Per:_____ Oct 12/21
Print Name: Rachel Tyczinski Date
Title: City Clerk
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-195

REGULATIONS: A by-law to exempt Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment), while using the Hub Trail Boardwalk, 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.

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. **BY-LAW 2008-168 AMENDED**

Despite the provisions of By-law 2008-168, Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment) may be allowed to discharge a firearm on the Hub Trail Boardwalk for a Remembrance Day Ceremony Gun Salute in support of the annual Remembrance Day commemoration on November 11, 2021.

2. **BY-LAW 80-200 AMENDED**

Despite the provisions of By-law 80-200, Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (49th Field Regiment) may be allowed to discharge a firearm on the Hub Trail Boardwalk for a Remembrance Day Ceremony Gun Salute in support of the annual Remembrance Day commemoration on November 11, 2021.

3. **EFFECTIVE DATE**

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

PASSED in Open Council this 12th day of October, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-196

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and District of Sault Ste. Marie Social Services Administration Board (DSSAB) for Fire Services Support Services Division to perform maintenance and repairs on Emergency Medical Services (EMS) vehicles.

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 January 1, 2022 between the City and District of Sault Ste. Marie Social Services Administration Board (DSSAB), a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for Fire Services Support Services Division to perform maintenance and repairs on Emergency Medical Services (EMS) vehicles.

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 12th day of October, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Amending Agreement is made effective the 1st day of January 2022.

BETWEEN:

**DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION
BOARD (DSSAB)**

(hereinafter referred to as the "Paramedic Service")

– and –

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "Fire Services")

WHEREAS the Paramedic Service and Fire Services have entered into a Land Ambulance Maintenance Agreement on the 19th day of December 2019 with the expiry date of December 31, 2021;

AND WHEREAS the parties wish to see that the expiry date in the said Agreement be extended two years, to December 31st, 2023;

AND WHEREAS the parties agree that the same terms and conditions of the December 19th, 2019 agreement shall remain, save for amending the mechanical shop rate to \$77.32 per the negotiated collective agreement;

NOW THEREFORE the parties agree as follows:

1. That the first sentence of paragraph 1 of the agreement be amended to read as follows:

"TERM

This Agreement shall commence January 1st, 2022 and continue for a period of two (2) years, ending on December 31, 2023 (the "Term").

2. That section 3 (a) (i) of the agreement be amended to read as follows:

Paramedic Service shall pay Fire Services for all Maintenance Services performed by Fire Services at the current rate of Seventy-seven dollars and thirty-two cents (\$77.32) per hour plus HST for all labour completed;

3. The remaining paragraphs, terms, and conditions of the agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

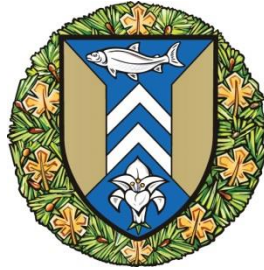
MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

**DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION BOARD (DSSAB)**

Per:

CHIEF EXECUTIVE OFFICER – MIKE NADEAU



THE CORPORATION OF THE CITY OF SAULT STE MARIE

**99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6**

BY-LAW 2021-197

PROCUREMENT POLICIES & PROCEDURES

October 12, 2021

BY-LAW 2021-197

A BY-LAW OF THE CITY OF SAULT STE MARIE GOVERNING PROCUREMENT POLICIES AND PROCEDURES

TABLE OF CONTENTS

	Page
<u>PART 1 – SHORT TITLE</u>	4
Section 1	4
<u>PART II – PURPOSES, GOALS AND OBJECTIVES</u>	4
Section 2	4
<u>PART III – DEFINITIONS AND SCHEDULES</u>	5
Section 3	5
<u>PART IV – GENERAL PROCUREMENT POLICY</u>	9
Section 4: Application	9
Section 5: Restrictions	9
Section 6: Total Acquisition Cost	10
Section 7: Approvals for Financial Values	10
Section 8: Responsibilities and Authorities	11
Section 9: Notification of Procurement Opportunities	12
Section 10: Accessibility	13
<u>PART V – PROCUREMENT PROCEDURES</u>	13
Section 11: Purchasing Procedures	13
Section 12: Purchasing Cards	13
Section 13: Standing Purchase Orders	14
Section 14: Request for Expressions of Interest	14
Section 15: Engagement of Consultants	14

Section 16:	Engagement of Licensed Professionals	15
Section 17:	Procurement Methods	15
Section 18:	Low Dollar Value Purchases	15
Section 19:	Request for Quotation	16
Section 20:	Request for Tender	16
Section 21:	Request for Proposal	17
Section 22:	Non-Competitive Method	18
Section 23:	In House Bids	19
Section 24:	Guarantee of Contract Execution and Performance	19
Section 25:	Contract Without Budgetary Appropriation	20
Section 26:	Bids in Excess of Project Estimates	21
Section 27:	Emergency Purchases	21
Section 28:	Cooperative Purchasing	21
Section 29:	Identical Tenders	21
Section 30:	Bid Irregularities	22
Section 31:	Contractual Agreement	22
Section 32:	Surplus and Obsolete Goods	23
Section 33:	Notwithstanding	24
<u>PART VI – OTHER</u>		24
Section 34:	Access to Information	24
Section 35:	By-law Review	24
Section 36:	Schedules “A”, “B”, and “C”	24
Section 37:	Effective Date	24

<u>SCHEDULES</u>	26
Schedule “A” – Exceptions	26
Schedule “B” – Irregularities in Bids	27
Schedule “C” – Accessibility Criteria and Features	29

BY-LAW 2021-197

A BY-LAW OF THE CITY OF SAULT STE MARIE GOVERNING PROCUREMENT POLICIES AND PROCEDURES

WHEREAS Section 270 of the *Municipal Act, 2001* imposes upon municipalities the obligation to adopt policies with respect to the procurement of Goods and Services;

AND WHEREAS this By-law establishes the authority and sets out the methods by which Goods, Services or Construction will be purchased and disposed of for the purposes of the City of Sault Ste. Marie subject to certain exceptions set out herein;

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

PART I – SHORT TITLE

1. This By-Law may be cited as the “Purchasing By-Law”.

PART II – PURPOSES, GOALS AND OBJECTIVES

2. The purposes, goals and objectives of this By-law and of each of the methods of procurement authorized are:
 - (a) to encourage fair and open competition among suppliers;
 - (b) to maximize savings for taxpayers;
 - (c) to ensure service and product delivery, quality, efficiency and effectiveness;
 - (d) to ensure fairness and objectivity to all bidders;
 - (e) to ensure openness, accountability and transparency while protecting the financial best interests of the City of Sault Ste. Marie;
 - (f) to have regard to the accessibility for persons with disabilities to the Goods, Services and Construction purchased by the City of Sault Ste. Marie in compliance with the ***Ontarians with Disabilities Act, 2001, S.O. 2001, c.32; and the Accessibility for Ontarians With Disabilities Act, 2005, S.O. 2005, c.11.***;
 - (g) to attempt to reduce the amount of solid waste requiring disposal through the purchase of environmentally responsible Goods and Services;
 - (h) to dispose of surplus and obsolete goods in the most cost effective and environmentally responsible manner.

- (i) In effort to minimize the impact on environment, departments will consider environmental factors within specifications of their procurements, in addition to the specific requirements of the good or service in a competitive process.

PART III – DEFINITIONS AND SCHEDULES

3. (1) The words and phrases listed below when used in this By-law shall have the following meanings ascribed to them:

“AGENT” means the Manager of Purchasing of the City of Sault Ste. Marie or designate;

“APPROVED INVOICE” means an original supplier’s invoice issued at the time of purchase of low dollar Goods or Services not exceeding \$5,000.00 and which bears both the signature of an appropriately authorized City employee and appropriate account number(s);

“AWARD”, “AWARDED” and “AWARDING” mean authorization to proceed with the purchase of Goods, Services or Construction from a chosen supplier;

“BID” means an offer or submission from a supplier in response to a Bid Solicitation;

“BID BOND” means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee that the successful bidder enters into a Contract with the City of Sault Ste. Marie, as required by Section 20 of this By-law;

“BID SOLICITATION” means a formal request for Bids that may be in the form of a Request for Tender or Request for Proposal;

“CHIEF ADMINISTRATIVE OFFICER (CAO)” means the Chief Administrative Officer of the City of Sault Ste. Marie;

“CITY CLERK” means the Municipal Clerk for the City of Sault Ste. Marie;

“CITY SOLICITOR” shall mean the City Solicitor of the City of Sault Ste. Marie;

“DIRECTOR/EXECUTIVE DIRECTOR” means the person responsible for the operation of a Department and/or their designate;

“DEPUTY CHIEF ADMINISTRATIVE OFFICER” means the Deputy Chief Administrative Officer of the City of Sault Ste. Marie;

“CHIEF FINANCIAL OFFICER” means the Chief Financial Officer/Treasurer of the City of Sault Ste. Marie;

“CONSTRUCTION” means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but does not include legislated or regulated services related to the construction contract unless they are included in the specifications for the procurement;

“CONSULTANT” and **“CONSULTING SERVICES”** means a person or entity that under agreement, other than an employment agreement, provides expert or strategic advice and related services. Consulting Services do not include “Professional Services” provided by licensed professionals;

“CONTRACT” means any agreement, regardless of form or title, for the lease, purchase or disposal of Goods, Services or Construction authorized in accordance with this By-law;

“COUNCIL” means the Council of the City of Sault Ste. Marie;

“COUNCIL APPROVED BUDGETS” means Council approved department budgets including authorized revisions, or where applicable, Council approved budgets of local boards to which this By-law applies;

“DEPARTMENT” means an organizational unit of the City of Sault Ste. Marie headed by a Director/Executive Director;

“ELECTRONIC ADVERTISING” means the use of a computer-based system directly accessible by suppliers irrespective of their location that provides suppliers with information related to Bid Solicitations;

“EMERGENCY” means a situation, or an impending situation, caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property.

“FAIR MARKET VALUE” means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arms-length who are fully informed and not under any compulsion to transact;

“GOODS” means moveable property and includes,

- (a) the cost of installing, operating, maintaining or manufacturing such moveable property;
- (b) raw materials, products, equipment and other physical objects of every kind and description;

“INFORMAL” means Bid Solicitation offers submitted which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind;

“IN HOUSE BID” means a Bid made by a Department and authorized by the Director/Executive Director of that Department, submitted in response to a Bid Solicitation, where the provision of the Goods, Services or Construction will be provided entirely by the employees of the City of Sault Ste. Marie;

“LOWEST COMPLIANT BID” means the Bid that would provide the City of Sault Ste. Marie with the desired Goods, Services or Construction at the lowest Total Acquisition Cost, meets all the specifications and contains no irregularities requiring automatic rejection;

“PROFESSIONAL SERVICES” means services that by legislation or regulation are to be provided only by the following licensed professionals: medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors, architects, accountants, lawyers and notaries;

“PROPOSAL” means an offer submitted in response to a Request for Proposal, acceptance of which may be subject to further negotiation;

“PURCHASE ORDER” means a Contract between the City of Sault Ste. Marie and a supplier to supply a specific quantity of Goods or specific set of Services or specific type of Construction defined by such things as time period, location(s) and price;

“PURCHASING CARD” means a card issued in accordance with the Purchasing Card Policy, to purchase Goods and Services;

“REQUEST FOR PROPOSAL” means a Bid Solicitation that is used to acquire Goods, Services or Construction, the suitability of which is

dependent upon non-price factors and which may result in further negotiation between the parties;

"ROUTINE PROFESSIONAL SERVICES" means performance of multiple and similar tasks by licensed professionals which do not require specific skills or qualifications not otherwise held by City staff;

"SCOPE OF WORK" means specifications as outlined within original project's approved Goods and Services;

"SINGLE SOURCE" means selection of a specific Supplier even though there may be more than one supplier capable of delivery of the Goods and Services;

"SOLE SOURCE" means there is only one Supplier capable of delivery of the Goods and Services that meet the requirements of the City;

"SPECIALIZED PROFESSIONAL SERVICES" means performance of non-routine tasks by licensed professionals;

"STANDING PURCHASE ORDER" means a Contract between the City of Sault Ste. Marie and a supplier for the supply of frequently ordered Goods or Services at specified unit prices where possible, maximum dollar limits, or discounts; but not specified quantities;

"SERVICES" includes all professional and consulting services, all services in relation to real property or personal property including without limiting the foregoing the delivery, installation, construction, maintenance, repair, restoration, demolition or removal of personal property and real property and all other services of any nature and kind save and except only services to be delivered by an officer or employee of the City of Sault Ste. Marie in accordance with terms of employment;

"TENDER" means a publicly advertised Bid Solicitation;

"TOTAL ACQUISITION COST" means an evaluation of quality and service in the assessment of a Bid and the sum of all costs including purchase price, all taxes, warranties, local service costs, life cycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs for determining the Lowest Compliant Bid;

- (2) Schedules "A", "B", and "C" attached hereto form part of this By-law.

PART IV – GENERAL PROCUREMENT POLICY

APPLICATION

4. (1) The procedures in this By-law shall be followed to Award a Contract or to recommend to Council that a Contract be Awarded.
- (2) Subject to section 31 and section 4(3), Goods, Services or Construction listed in Schedule “A” of this By-law may be procured without following the procedures set out in the by-law; in accordance with the Approvals for Financial Values as established in section 7.
- (3) The purchase of Goods and Services listed in Schedule “A” to this By-law may be made provided that sufficient funds are available and identified in appropriate accounts within Council Approved Budgets.

RESTRICTIONS

5. (1) No Contract for Goods, Services or Construction may be divided into two or more parts to avoid the application of the provisions of this By-law.
- (2) No Contract for Services shall be awarded where the services would result in the establishment of an employee - employer relationship.
- (3) No employee shall purchase, on behalf of the City of Sault Ste. Marie, any Goods, Services or Construction, except in accordance with this Bylaw.
- (4) Where an employee involved in the Award of any Contract, either on his or her own behalf or while acting for, by, with or through another person, has any pecuniary interest, direct or indirect, in the Contract, the employee,
 - (a) shall immediately disclose the interest to the Director/Executive Director involved in the Award of the Contract and shall describe the general nature thereof;
 - (b) shall not take part in the Award of the Contract; and
 - (c) shall not attempt in any way to influence the Award of the Contract.

- (5) An employee has an indirect pecuniary interest in any Contract in which the City of Sault Ste. Marie is concerned, if,
- (a) the employee or his or her spouse
 - (i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its securities to the public that has a pecuniary interest in the Contract;
 - (ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public that has a pecuniary interest in the Contract; or
 - (iii) is a member of an unincorporated association or partnership, that has a pecuniary interest in the matter; or
 - (b) the employee or his or her spouse is in the employment of a person, unincorporated association or partnership that has a pecuniary interest in the Contract.

An employee found to be in conflict as per this section may be subject to disciplinary action by the Corporation.

- (6) There will be no local preference for purchases in compliance with the Discriminatory Business Practices Act, Revised Statutes of Ontario, 1990 Chapter D.12 and the Ontario Free Trade Agreement that does not allow for geographical preference as well in accordance with the updated Municipal Act requiring that a competitive bid process be open, fair and transparent.

TOTAL ACQUISITION COST

6. Where this By-law prescribes dollar limits, the Contract amount shall be the estimated Total Acquisition Cost less any rebates; not including sales taxes.

APPROVALS FOR FINANCIAL VALUES

7. (1) The following approvals must be secured based on the listed Financial Values:
- (a) any Contract for a Good, Service or Construction for a Financial Value of \$10,000.00 or less may be approved by a Director; or their designate;
 - (b) any Contract for a Good, Service or Construction for a Financial Value of \$15,000.00 or less may be approved by an Executive Director; or their designate;
 - (c) any Contract for a Good, Service or Construction for a Financial Value of \$30,000.00 or less may be approved by a Deputy Chief Administrative Officer; or their designate;

- (d) any Contract for a Good, Service or Construction for a Financial Value of \$125,000.00 or less may be approved by the Chief Administrative Officer;
 - (e) any Contract for a Good, Service or Construction for a Financial Value exceeding \$125,000.00 requires Council approval.
- (2) Despite any other provisions of this By-law, the following Contracts are subject to Council approval:
 - (a) any Contract requiring approval from the Ontario Municipal Board;
 - (b) any Contract where an irregularity precludes the Award of a Contract to the supplier submitting the lowest compliant bid.
- (3) The following approvals must be secured for Change Orders to approved Contracts:
 - (a) Scope of Work Change Orders are subject to identified available funding and require approval from originating approver up to his Approval Limit for Financial Values.

Where originating approver was Council the Chief Administrative Officer may additionally approve; where the Cost in total for all Change Orders is no greater than 20% of the original value, and does not exceed \$125,000.00.
 - (b) All other Change Orders, a tolerance of 20% of the approved Project Cost in total for all Change Orders applies. Approval is subject to identified funding and may be secured from the Chief Administrative Officer up to his Approval Limit for Financial Values.

RESPONSIBILITIES AND AUTHORITIES

- 8. (1) Directors/Executive Directors shall be responsible for and shall have authority for all procurement activity and decisions within their Departments and are accountable for achieving the specific objectives of the procurement project.
- (2) Directors/Executive Directors have the authority to award contracts in the circumstances specified in this by-law provided that the delegated authority is exercised within the limits prescribed in this by-law, and the requirements of this by-law are met.

- (3) Directors/Executive Directors may delegate their authority, to suitably qualified and approved individuals, where appropriate. Directors/Executive Directors in conjunction with the Agent shall provide evidence that the contract pricing represents fair market value.
- (4) The Agent is responsible for:
 - (a) providing professional procurement advice and services to the Directors/Executive Directors;
 - (b) monitoring compliance with this by-law;
 - (c) notifying Directors/Executive Directors, in advance if possible, of non-compliance;
 - (d) informing Council that non-compliance with this by-law has occurred;
 - (e) determining if Goods, Service or Construction less than \$125,000.00, that have been restricted to single or sole source supply because of standardization, compatibility, cost effectiveness or similar justification is the overriding consideration and on any anniversary of the renewal of that restriction; and
 - (f) scheduling the public tender openings and ensuring a member of Council or the City Clerk or designate is present at opening.
- (5) The Agent may award a contract on behalf of a Director/Executive Director provided that the Agent is in receipt of a funded requisition and the requirements of this by-law are met.
- (6) The Chief Administrative Officer has the authority to instruct Directors/Executive Directors not to award contracts and to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the City.

NOTIFICATION OF PROCUREMENT OPPORTUNITIES

- 9. (1) Notification of procurement opportunities for Goods, Services or Construction exceeding a Total Acquisition Cost of \$125,000.00 shall be made by Public Advertising, which advertising may include newspaper, web site listings and other forms of electronic advertising, and may be used for any other purchase.
- (2) Notification of procurement opportunities for Goods, Services or Construction may be supplemented by other means of notification where appropriate.

ACCESSIBILITY

10. (1) All Bidders, Suppliers and Contractors who provide Goods, Services or Construction to the City shall comply with the Accessibility for Ontarians Act, 2005, and all Regulations emanating therefrom.

PART V – PROCUREMENT PROCEDURES

PURCHASING PROCEDURES

11. (1) The Agent shall establish purchasing procedures consistent with the Purposes, Goals and Objectives set out in this By-law relating to:
- (a) the form, content and use of forms, whether electronic or printed, including purchase requisitions, purchase orders, bonds, letters of credit and other forms of guarantee or surety, tender, proposal and other contract documents;
 - (b) the identification of those Goods, Services or Construction which, are more effectively acquired through cooperative purchasing;
 - (c) the process to be followed in the issuing, receipt and evaluation of Tenders, Quotations and Requests for Proposals including the option of submitting documentation, payment or signature by electronic means pursuant to the *Electronic Commerce Act*, S.O. 2000, c.17, as amended;
 - (d) any other aspect of process or procedure not specifically provided for in this By-Law.
- (2) Where, in the opinion of the Agent, circumstances giving rise to an issue of adherence or non-adherence to the requirements of this By-law which cannot be resolved to the satisfaction of the Agent, the Agent shall advise the Chief Financial Officer/Treasurer who shall determine the issue and appropriate action.

PURCHASING CARDS

12. The Chief Financial Officer/Treasurer is responsible for the Purchasing Card program outlined in the City of Sault Ste. Marie's Purchasing Card Policy. The Purchasing Card Policy shall adhere to this Purchasing By-law.

STANDING PURCHASE ORDERS

- 13.** (1) A Standing Purchase Order may be used where:
- (a) one or more Departments repetitively order the same Goods, Services or Construction and the actual demand is not known in advance; or
 - (b) a need is anticipated for a range of Goods, Services or Construction for a specific purpose and for which convenience and location are major factors but the actual demand is not known at the outset.
- (2) The Agent shall establish and maintain Standing Purchase Orders.
- (3) To establish prices and select sources, the Agent shall employ the provisions contained in this by-law for the acquisition of Goods, Services or Construction.
- (4) More than one supplier may be selected where it is in the best interests of the City of Sault Ste. Marie and the Bid Solicitation allows for more than one.
- (5) The expected quantity of the specified Goods, Services or Construction to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the greatest extent possible, on previous usage adjusted for any known factors.

REQUEST FOR EXPRESSIONS OF INTEREST

- 14.** A Director/Executive Director or the Agent may conduct a request for expression of interest for the purposes of determining the availability of suppliers of any Goods, Services or Construction and for the purposes of keeping a list of available suppliers.

ENGAGEMENT OF CONSULTANTS

- 15.** Consultant procurement shall follow the regular procurement policies outlined within the by-law.

ENGAGEMENT OF LICENSED PROFESSIONALS

- 16.** (1) The following process shall be employed for engagement of licensed professionals for the performance of Routine Professional Services:
- (a) a request for Expressions of Interest shall be advertised every three (3) years in order to establish a Vendors of Record List. Notwithstanding this advertisement for EOI's, Suppliers may apply for inclusion on the Vendors of Record List at any time during the period;
 - (b) Staff shall pre-qualify Suppliers based on necessary Professional qualifications, past performance evaluations, and capacity to complete work; prior to acceptance on the Vendors of Record List;
 - (c) Procurement for Routine Professional Services will be drawn from Suppliers on the Vendors of Record List;
 - (d) informal written quotes will be obtained for assignments. Assignments will be recommended based upon fees, and pre-qualifications based on Section 16 (1) (b) above;
 - (e) approvals are subject to the approval limits stated within the by-law.
- (2) The regular procurement policies outlined within the by-law shall apply for engagement of Suppliers to perform Specialized Professional Services.

PROCUREMENT METHODS

- 17.** The following procurement methods are to be used for the purchase of Goods, Services or Construction at the listed Financial Values:

LOW DOLLAR VALUE PURCHASES (Not exceeding \$5,000.00)

- 18.** (1) Department requirements for Goods, Services or Construction having a low dollar value may be purchased with or without negotiation. This method of purchase will be used primarily for the purchase of low value goods where the cost and administrative burden of other methods of purchase may be equal to or greater than the price or value of the goods purchased. Employees are encouraged to use their own judgment to promote the principles of this policy in any direct purchase. The following procurement methods may be used:
- (a) Purchasing Cards to a value of \$5,000.00.
 - (b) Purchase Order.
 - (c) Direct Purchase/Approved Invoice.

REQUEST FOR QUOTATION

(Acquisition costs between \$5,001.00 and \$125,000.00)

19. (1) Purchasing requirements for Goods, Services or Construction having an estimated Total Acquisition Cost between:
- (a) \$5,001.00 and \$30,000.00 may be made by an informal Request for Quotation where written specifications are presented to the vendors by an authorized person and a written quotation is returned that is to be filed or forwarded to Purchasing, if required;
 - (b) \$30,000.00 and \$125,000.00 may be made by formal Request for Quotation where Purchasing will distribute a full written Quotation to be signed and sealed and returned by the vendor to Purchasing.
- (2) In appropriate circumstances, the Request for Proposal or the Request for Tender processes may be utilized for the purchase of Goods, Services or Construction in this Total Acquisition Cost range.
- (3) The competitive method of purchase used to purchase the Goods, Services or Construction in this Total Acquisition Cost range shall demonstrate that Fair Market Value was achieved. The specifications for the goods and services and terms of purchase will be established with sufficient particularity to permit comparable quotations to be made by suppliers. A sufficient number of suppliers shall be requested to submit quotations on the specifications and terms of purchase so that at least three responsive quotations are received, where practical.

REQUEST FOR TENDER

(Acquisitions exceeding \$125,000.00)

20. (1) A Request for Tender shall be used for purchases exceeding \$125,000.00 where all of the following criteria apply:
- (a) two or more sources are considered capable of supplying the requirement;
 - (b) the requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria; and
 - (c) it is intended that the Lowest Compliant Bid will be accepted without negotiations.

- (2) The Director/Executive Director in charge of the Bid Solicitation or the Agent, on behalf of such Director/Executive Director, may Award Contracts emanating from a Request for Tender provided that:
 - (a) the Award is to the Lowest Compliant Bidder;
 - (b) the estimated Total Acquisition Cost of Goods or Service does not exceed \$125,000.00; and
 - (c) the provisions of this By-law are complied with.
- (3) The Director/Executive Director or Agent shall follow the provisions of Section 31 of this By-law regarding the form of contract required to complete the purchase.
- (4) This is a competitive method of purchase, which may include supplier or contractor pre-qualification. The tender process follows the general procedures set out below:
 - (a) Contractor and Supplier Qualification (if applicable);
 - (b) Development of Specifications and Contract Terms;
 - (c) Publication and Solicitation of Tenders;
 - (d) Receiving and Opening of Bids;
 - (e) Bid Evaluation and Selection.

The specifications and contract terms are detailed within the tender documents in such a degree that there is no prospect of negotiations between the parties. It is intended to accept the lowest priced compliant bid, as the bidders must meet all the terms, conditions and specifications.

REQUEST FOR PROPOSAL

- 21.** (1) A Request for Proposal shall be used where:
- (a) the requirement is best described in a general performance specification. In this competitive method of purchase, some or all of the specifications and contract terms may not be finally determined with sufficient certainty to form the basis of a final contract before proposals are solicited and submitted. It may be expected that there will be some variation in the final specification and contract terms among and between responsive proponents;

- (b) owing to the nature of the requirement, suppliers are invited to propose innovative solutions to a problem, requirement or objective and the selection of the supplier is based on the effectiveness of the proposed solution rather than on price alone; or
 - (c) to achieve best value, the award selection will be made on an evaluated point per criterion or other method involving a combination of mandatory and desirable requirements or it is expected that negotiations with one or more proponents may be required with respect to any aspect of the requirement.
- (2) Where the Contract price is anticipated to be \$15,000.00 or greater and the Request for Proposal method of procurement is utilized, the Agent, at their discretion, may be a member of the committee formed to evaluate the response to the Request for Proposal.
- (3) The Agent shall maintain a list of suggested evaluation criteria for assistance in formulating an evaluation grid, which criteria may include, but are not limited to, factors such as approach, equipment and facilities, experience and qualifications, methodology, past performance and scheduling, price and strategy.
- (4) The Director/Executive Director in charge of the particular Solicitation or the Agent, on behalf of such Director/Executive Director, may award Contracts emanating from a Request for Proposal provided that:
 - (a) the estimated Total Acquisition Cost of the Goods, Services or Construction does not exceed \$125,000.00;
 - (b) the award is to be made to the supplier meeting all mandatory requirements and determined, by reference to an evaluation grid, as providing best value;
 - (c) sufficient funds are available and identified in appropriate accounts within Council Approved Budgets; and
 - (d) the provisions of this By-law are complied with.
- (5) The Director/Executive Director and Agent shall follow the provisions of Section 31 of this By-law regarding the form of contract required to complete the purchase.

NON-COMPETITIVE METHOD

- 22.**
- (1) The Non-Competitive Method refers to the negotiation of an agreement for the purchase of Goods, Services and Construction from a Supplier where there is no open competition. This may defined as the use of a Sole Source or Single Source as appropriate.
 - (2) Non-competitive purchasing must be authorized by:

- (a) the Agent for Purchases between \$5,001.00 and \$30,000.00;
 - (b) the Agent with the approval of the CAO for Purchases between \$30,000.00 and \$125,000.00;
 - (c) City Council for Purchases of more than \$125,000.00.
- (3) Authorization of the use of the Non-Competitive Method may be considered upon receipt of written details and reasons by the requesting party; where one or more of the following factors are present:
 - (a) to ensure compatibility with existing products or service, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative;
 - (b) a Good or Service is purchased for testing or trial use;
 - (c) there is an absence of competition for technical reasons and the Goods, Services and/or Construction can only be supplied by a particular Supplier;
 - (d) the City has a rental contract with a purchase option and such purchase option is beneficial to the City;
 - (e) no bids were received in response to a Bid Solicitation or Quotation Procedure;
 - (f) a good or service where the supply is controlled by a supplier that is a statutory monopoly;
 - (g) a Good or Service is a matter of a confidential or privileged nature and disclosure could reasonably be expected to cause vulnerability to the City; or,
 - (h) a business case can be made to establish that the purchase is in the best interests of the City.

IN HOUSE BIDS

- 23.** In House Bids may be used for the procurement of Goods, Services or Construction in circumstances where the Chief Administrative Officer considers it appropriate to do so.

GUARANTEE OF CONTRACT EXECUTION AND PERFORMANCE

- 24.** (1) The Agent may require that a Bid be accompanied by a Bid Bond or other similar security to guarantee entry into a Contract. Unless otherwise specified, in circumstances where a Bid Deposit is required, the refundable deposit requirements for Requests for Tenders/Quotations and Requests for Proposals shall be as follows:

<u>ESTIMATED ACQUISITION COST</u>	<u>TYPE OF SECURITY</u>	<u>MINIMUM DEPOSIT REQUIRED</u>
Less than 25,000.00	Bid Bond, Certified Cheque or Irrevocable Letter of Credit	5%
Greater than \$25,000.00	Bid Bond, Certified Cheque or Irrevocable Letter of Credit	10%

- (2) Prior to the commencement of the work, the successful bidder may be required to provide the following security in addition to the security referred to in Subsection 20.(1):
 - (a) a Performance Bond to guarantee the performance of a Contract;
 - (b) a Labour and Material Payment Bond to guarantee the payment of labour and materials supplied in connection with a Contract;
 - (c) or an Irrevocable Letter of Credit.
- (3) The Director/Executive Director and Agent shall select the appropriate means to guarantee execution and performance of the Contract. Means may include one or more of, but are not limited to, surety bonds or other forms of security deposits, provisions for liquidated damages, progress payments and holdbacks.
- (4) Prior to the commencement of work on a City property or as required by the Director/Executive Director or Agent, a Contractor must be compliant with the requirements of the City's Contractor Pre-Qualification Program as established by the Human Resources Department.

CONTRACT WITHOUT BUDGETARY APPROPRIATION

25. Where a requirement exists to initiate a project for which Goods, Services or Construction are required and funds are not contained within the Council Approved Budget to meet the proposed expenditure, the staff shall, prior to commencement of the purchasing process, submit a report to Council containing:
 - (a) information surrounding the requirement to contract;
 - (b) the terms of reference to be provided in the Contract;
 - (c) information on the availability of the funds within existing estimates, which were originally approved by Council for other purposes, or on the requirement of additional funds.

BIDS IN EXCESS OF PROJECT ESTIMATES

26. (1) Where Bids are received in response to a Bid Solicitation but exceed project estimates, the staff in charge of the Bid Solicitation and the Agent, jointly, may enter negotiations with the Lowest Compliant Bidder to achieve an acceptable Bid within the project estimate.
- (2) Negotiations shall be conducted in accordance with the guidelines established by the Canadian Construction Documents Committee.

EMERGENCY PURCHASES

27. (1) Where an Emergency exists requiring the immediate procurement of Goods, Services or Construction, a Director/Executive Director or the Agent may purchase the required Goods, Services or Construction by the most expedient and economical means, notwithstanding any other provision of this By-Law. As soon as practicable thereafter, the Agent shall comply with Section 31 of this By-law.
- (2) For all Emergency purchases made by a Director/Executive Director, the Director/Executive Director shall as soon after the purchase as reasonably possible, notify the Agent with a written report detailing the circumstances of the Emergency. The Director/Executive Director and the Agent in all circumstances shall make a report to Council where the Emergency purchase exceeds \$125,000.00.

COOPERATIVE PURCHASING

28. (1) The City of Sault Ste. Marie may participate with other government agencies or public authorities in cooperative purchasing where it is in the best interests of the City of Sault Ste. Marie to do so and where the purposes, goals and objectives of this By-law are complied with by such government agencies and public authorities.
- (2) The policies of the government agencies or public authorities calling the cooperative Bid Solicitation are to be the accepted policy for that particular purchase.

IDENTICAL TENDERS

29. (1) If the lowest Compliant Bids from two or more bidders are identical in Total Acquisition Cost or unit price, the Agent, with the consent of the Director/Executive Director in charge of the Bid Solicitation, is authorized to enter into negotiations with the bidders who have

submitted the identical prices in an attempt to obtain a lesser price and shall maintain a record in respect of such negotiations.

- (2) The Agent shall not reveal information pertaining to such negotiations or the manner in which the final price was determined to any of the bidders concerned. The Agent shall include as part of the record, a report concerning the results of such negotiations.
- (3) When negotiations are not successful in breaking the identical tenders, then the bidders involved will be so informed and advised that the tender to be accepted will be determined by means of a draw. The names of the tied bidders shall be placed in a container and the tender to be accepted shall be drawn by a Designated Official. The time and location of the draw shall be set by a Designated Official and the bidders shall be so advised in order that they may be present. The following shall be present:
 - (a) Designated Officials;
 - (b) The Agent; and
 - (c) Any of the bidders, or their authorized representative.

Should any bidder elect not to be represented at the draw, the draw will proceed regardless.

BID IRREGULARITIES

30. The process for administering irregularities contained in Bids pertaining to all Contracts shall be as set out in Schedule "B". For an irregularity listed in the first column of Schedule "B", the applicable response is set out opposite the irregularity in the second column of Schedule "B".

CONTRACTUAL AGREEMENT

31.
 - (1) The Award of a Contract over \$5,000.00 shall be made by way of an agreement, or as a Purchase Order.
 - (2) A Purchase Order is to be used when the resulting Contract requires only the City of Sault Ste. Marie's standard contractual terms and conditions.
 - (3) A formal agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the City of Sault Ste. Marie's standard contractual terms and conditions.

- (4) It shall be the responsibility of the Director/Executive Director in charge of the particular Bid Solicitation, with the Agent or the City Solicitor, to determine if it is in the best interests of the City of Sault Ste. Marie to establish a formal agreement with the supplier.
- (5) Where it is determined that a formal agreement is required, the formal agreement shall be reviewed and approved for execution by the City Solicitor, or designate.
- (6) Where a formal agreement is required, the Mayor, or designate, shall execute the agreement in the name of City of Sault Ste. Marie.
 - (a) Except where delegated to CAO as per CAO By-Law
- (7) Where a formal agreement is issued, the Agent may issue a Purchase Order incorporating the formal agreement.
- (8) Where a formal agreement is not required, the Agent shall issue and execute a Purchase Order incorporating the relevant terms and conditions.

SURPLUS AND OBSOLETE GOODS

- 32. (1) Disposal of surplus assets is the responsibility of the Purchasing Division. The Agent must dispose of all Goods for which a Department no longer has use and the Agent may use any method for disposal in the City of Sault Ste. Marie's best interests, including without limitation, transfer to another Department, public auction, public tender, trade, or negotiated sale.
- (2) An employee who has the responsibility of declaring Goods surplus or obsolete, or for sending items to a public auction shall not bid on or personally obtain any Goods that the employee has declared as surplus.
- (3) No one shall be permitted to purchase surplus or obsolete Goods except by purchase at public auction, public tender, trade or negotiated sale.
- (4) If it is determined that the goods have no residual value, the Agent may dispose of them in an accredited landfill site or other environmentally responsible manner.

NOTWITHSTANDING

33. No provision of the By-Law precludes a Director/Executive Director or the Agent from recommending an award to City Council where in the opinion of a Director/Executive Director or the Agent, it is in the best interest of the City to do so.

PART VI – OTHER

ACCESS TO INFORMATION

34. The disclosure of information received relevant to the issue of Bid Solicitations or the Award of Contracts emanating from Bid Solicitations shall be made by the appropriate officers in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, as amended.

BY-LAW REVIEW

35. (1) This By-law shall be reviewed every five (5) years or where circumstances warrant a more frequent review. Any amendments resulting therefrom shall be submitted to Council for approval.
- (2) The review shall determine how effective this By-law has been in achieving the objectives set out in Section 2 of the By-law as well as the requirements of the *Municipal Act, 2001*, as amended.
- (3) The review may be undertaken by an inter-departmental committee, the final result of which shall be comprised of a report to Council, by the Agent.

SCHEDULES "A", "B", and "C"

36. Schedules "A", "B", and "C" hereto form part of this by-law.

EFFECTIVE DATE

37. This By-law shall come into force and take effect on the 12th day of October, 2021.

- 38.** By-law 2020-141 is hereby repealed and replaced with this new By-law 2021-197.

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "A"

To BY-LAW 2021-197 of the City of Sault Ste. Marie

The purchasing methods described in this by-law do not apply to the following Goods and Services, some of which are regulated by other policies or Council:

1. Employer's General Expenses including:
 - (1) Statutory Remittances
 - (2) Licenses, certificates & other approvals required (Vehicle, Firearms, etc.)
 - (4) Debt Payments
 - (5) Grants to Others
 - (6) Damage Claims
 - (7) Investments
2. Utilities/Communication
3. Miscellaneous
 - (1) Employee Computer Purchase Plan (as covered by the Employee Computer Purchase Plan Policy)
 - (2) Refunds and Overpayments
 - (3) Fees or Levies of other Boards and Agencies
 - (4) Real property purchases
4. Costs Associated with Public Events
 - (1) Event Payouts as specified in Contracts which authority is delegated to staff as per by-law
5. Advertising services required by the City on or in but not limited to radio, television, newspaper and magazines

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "B"

To BY-LAW 2021-197 of the City of Sault Ste. Marie

POLICY FOR CONSIDERING IRREGULARITIES IN BIDS

Extreme care shall be exercised to ensure that Irregular Bids are handled in a manner which is fair to other bidders as well as the public.

The decision as to whether an improper bid shall be accepted or rejected, shall be based upon the following general considerations;

1. is the intention of the bidder clear?
2. has the bidder made a conscientious attempt to comply with the submission requirements?

The following are guidelines only, intended to illustrate some of the discretion allowed. The Manager of Purchasing will review each case.

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
1.	Late Bids	Automatic rejection, not opened or read publicly and returned unopened to the bidder
2.	Unsealed Tender Envelopes	Automatic rejection
3.	Tenders received by Facsimile (FAX)	Automatic rejection
4.	Proper Tender Envelope Not Used	Acceptable if the envelope is properly sealed. Automatic rejection if the envelope is not sealed
5.	Insufficient financial security (no deposit or bid bond or insufficient deposit (includes deposit cheque not certified) or bid bond	Automatic rejection unless insufficiency is trivial or insignificant
6.	Bids not completed in ink or in type	Automatic rejection
7.	Incomplete bids (part bids - all items not bid)	Automatic rejection unless part bid specifically permitted by tender documents
8.	Illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind	May be rejected as informal
9.	Qualified bids (bids qualified or restricted by an attached statement)	Automatic rejection

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
10.	Bids received on documents other than those provided by the City	Automatic rejection
11.	Bids containing minor clerical errors	48 hours to correct and initial errors
12.	Execution of Agreements to Bond - Bonding company corporate seal or signature missing from agreement to bond	Automatic rejection
13.	Execution of Bid Bonds (a) Corporate seal or signature of the bidder, or both, missing (b) Corporate seal or signature of bonding company missing	48 hours to correct Automatic rejection
14.	Other Bid Security - Uncertified Cheques	Automatic rejection
15.	Tender Documents - Execution (a) Corporate seal or witness signature missing but Signing Officer signature present (b) Signing Officer signature missing (c) Corporate seal or witness affixed but Signing Officer signature missing	48 hours to affix Automatic rejection Automatic rejection
16.	Erasures, Overwriting or Strike-Outs which are not initialed: (a) Uninitialed changes to the tender documents which are minor (example: the tenderer's address is amended by over-writing but not initialed) (b) Unit prices in the Schedule of Prices have been changed but not initialed (c) Other mathematical errors which are not consistent with the unit prices	48 hours to initial 48 hours to initial 48 hours to initial corrections to be made by department
17.	Failure to attend <u>mandatory</u> pre-submission meeting or visit	Automatic rejection
18.	Tender documents which suggest that the tenderer has made a major mistake in calculations of tender	Consultation with the City Solicitor on a case by case basis and report to CAO

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "C"

To BY-LAW 2021-197 of the City of Sault Ste. Marie

POLICY FOR INCORPORATING ACCESSIBILITY CRITERIA AND FEATURES IN PROCUREMENT

In accordance with Province of Ontario Statutes and Regulations, the City shall incorporate accessibility criteria and features in its procurement practices so that goods, services, and facilities are accessible to people with disabilities, unless it is not practicable to do so.

If the Director/Executive Director determines that it is not practicable to incorporate accessibility criteria and features when procuring a particular good, service or facility, the Director/Executive Director shall provide, upon request, an explanation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-198

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 255 East Balfour Street (Fremlin).

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. **255 EAST BALFOUR STREET; LOCATED ON THE SOUTH SIDE OF THE STREET APPROXIMATELY 120 M EAST FROM ITS INTERSECTION WITH GOULAIS AVE; CHANGE FROM R2 TO R2.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 54/1-70 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(416) and heading as follows:

"2(416) 255 East Balfour Street

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of the street and approximately 120 M East from its intersection with Goulais Ave. having civic no. 255 East Balfour Street and outlined and marked "Subject Property" on the map attached as Schedule 416 hereto is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception" to, in addition to those uses permitted in an R2 zone:

1. Permit a semi-detached building subject to the Building and Lot Regulations of a Low Density Residential Zone (R3)."

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.

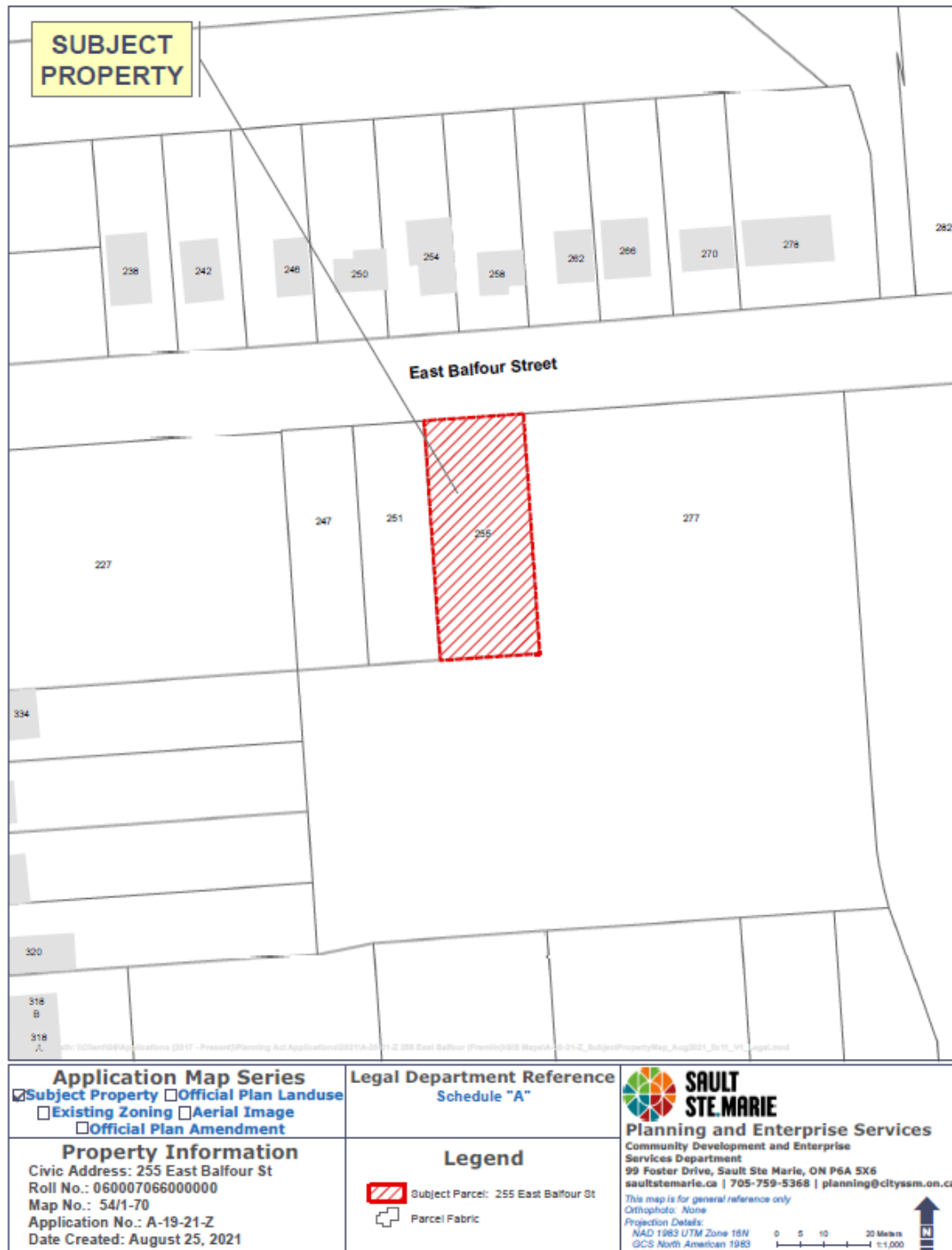
PASSED in Open Council this 12th day of October, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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**SCHEDULE "A" TO BY-LAW 2021-198 AND
SCHEDULE 416 TO BY-LAW 2005-151**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-199

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 306 River Road (Fremlin).

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. **306 RIVER ROAD; LOCATED ON THE NORTH SIDE OF THE STREET APPROXIMATELY 110M EAST OF ITS INTERSECTION WITH DACEY ROAD; CHANGE FROM R2 TO R2.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 66/1-37 of Schedule “A” to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(417) and heading as follows:

“2(417) 306 RIVER ROAD

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of the street approximately 110M east of its intersection with Dacey Road and having civic no. 306 River Road and outlined and marked “Subject Property” on the map attached as Schedule 417 hereto is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a “Special Exception” to, in addition to those uses permitted in an R2 zone:

1. Permit a semi-detached building subject to the Building and Lot Regulations of a Low Density Residential Zone (R3).”

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.

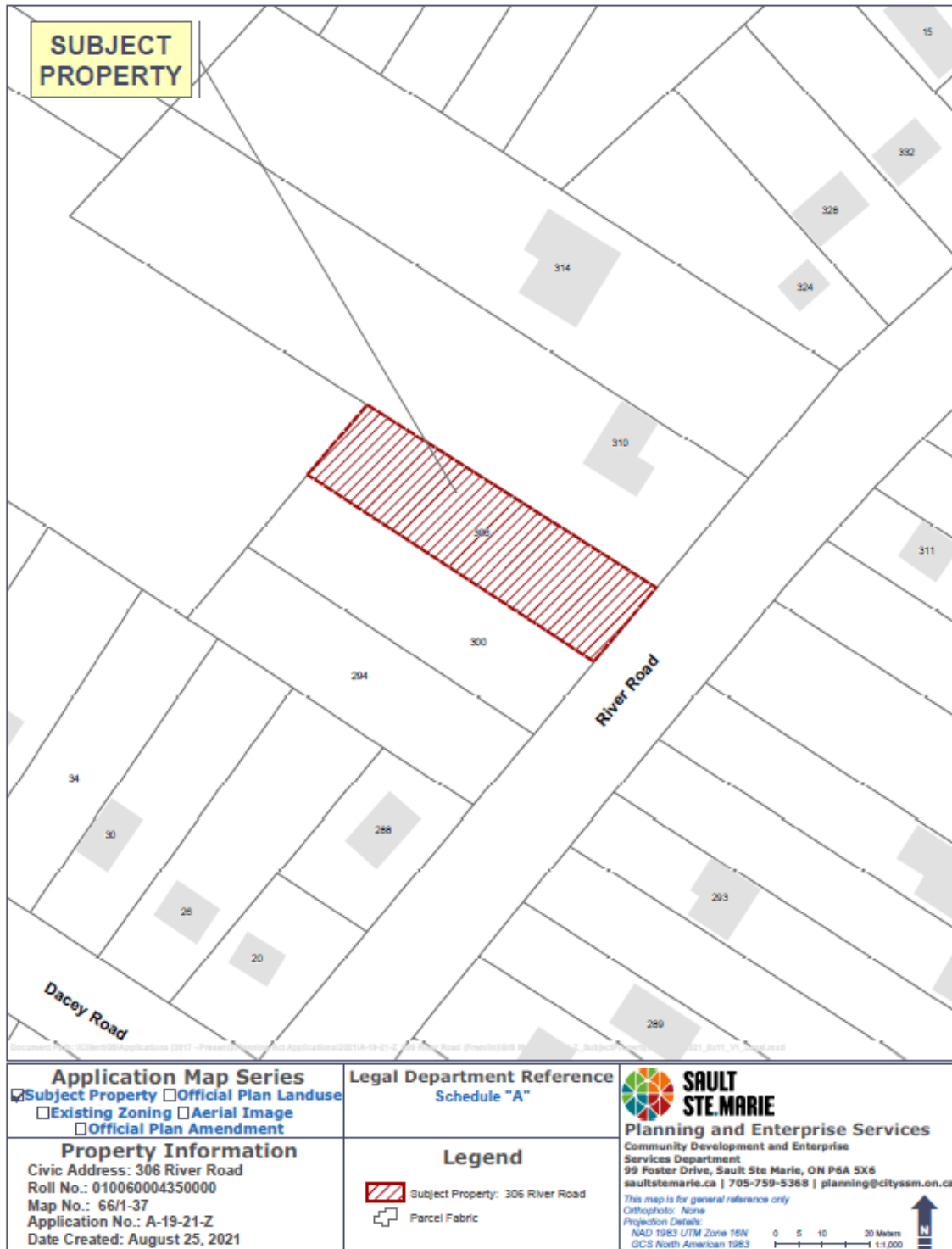
PASSED in Open Council this 12th day of October, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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**SCHEDULE "A" TO BY-LAW 2021-199 AND
SCHEDULE 417 TO BY-LAW 2005-151**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-200

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Economic Development and Official Languages for the FedNor Northern Ontario Development Program.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated June 16, 2021 between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Economic Development and Official Languages, a copy of which is attached as Schedule "A" hereto. This Agreement is for the FedNor Northern Ontario Development Program.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of October, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 851-512895

THIS AGREEMENT made as of: June 16, 2021

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Economic Development and Official Languages
(the "Minister")

– AND –

The Corporation of the City of Sault Ste. Marie

(the "Recipient")

WHEREAS in response to an application from the Recipient received March 27, 2020, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

Canada 

1.0 The Agreement

- 1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 The Project

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before May 1, 2021 (the "Commencement Date") and is completed on or before December 29, 2023 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

3.0 The Contribution

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 90.91% of the incurred Eligible & Supported Costs of \$550,000 of the Project outlined in Annex 1, and
- b) \$500,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to March 27, 2020 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Minister and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be “Canada Information”. The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

6.0 **Claims and Payments**

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
 - i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
 - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 In relation to the Project, the Recipient agrees to:

- a) make available basic communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences); and
- b) provide in both official languages any basic services to be provided or made available to the public.

11.0 Indemnification and Limitation of Liability

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
- a) the Project, its operation, conduct or any other aspect thereof;
 - b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
 - c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,
- except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.
- 11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

13.0 **General**

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Minister may:
- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure;
 - b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.

- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.

13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

13.13 The Recipient represents and warrants that:

- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;
- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
- c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor
2 Queen Street East
Sault Ste. Marie ON P6A 1Y3

Attention: Ms. Nancy Rosset
Community Competitiveness - Implementation (Non-Capital)
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

Mr. Malcolm White
Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-512895

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as
represented by the Minister of Economic Development
and Official Languages

Dimatteo,

Per: **Aime**
Name: Aime J. Dimatteo
Title: Director General, FedNor
Date:

Digitally signed by
Dimatteo, Aime
Date: 2021.06.16 15:38:25
-04'00'

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind The Corporation of the City of Sault
Ste. Marie

Annex 1

THE PROJECT - STATEMENT OF WORK

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

Project Number: 851-512895

I. PROJECT SCOPEi) Description:

The Corporation of the City of Sault Ste. Marie will support an Immigration, Refugees, and Citizenship Canada's (IRCC) Rural and Northern Immigration Pilot (RNIP). Sault Ste. Marie is one of 11 communities across Canada chosen to implement the pilot. The program is community-driven and designed to disperse the benefits of economic immigration to smaller communities and create a path to permanent residency for skilled foreign workers who want to secure employment in one of the participating communities.

FedNor funding will be used to support outreach, training, administration, communications and marketing needed to identify, select and support businesses and newcomers in relocating to Sault Ste. Marie.

The City of Sault Ste. Marie, through their Economic Development Corporation, will work with the Sault Ste. Marie Career Centre, post-secondary institutions and its partners on the coordination and delivery of the project. The project will focus on matching qualified candidates with relevant job opportunities, as well as supporting the settlement of these individuals and families in the Sault Ste. Marie area.

ii) Project Location:

Sault Ste. Marie, ON

iii) Dates:

- a) Commencement Date - May 1, 2021
- b) Completion Date - December 29, 2023

iv) Key Workplan Activities, Timelines and Milestones:

The project will build upon the City of Sault Ste. Marie's immigration successes achieved to date, and activities will include, but are not limited to:

- Revisions and translation of its immigration portal and promotional materials following basic Official Languages (OL) guidelines;
- Continuing outreach to and education of local employers;
- Organizing efforts with other community agencies to ensure seamless supports to businesses and newcomers;
- Assessing newcomer's alignment with identified community needs;
- Connecting potential newcomers with local job opportunities through both domestic and international outreach;
- Securing in country consultants on a limited basis to attend in country events at universities, colleges and job fairs;
- Recommending suitable candidates for IRCC vetting;
- Arranging community visits for potential newcomers, support the integration of successful applicants and their families to the area; and coordinating ongoing communication.

v) Performance Measures and Tracking Plan:

Key project outcomes could include:

- Attracting and retaining newcomers to Northern Ontario - 300 jobs maintained (100/year).
- 100 new and existing local businesses assisted through education and outreach activities.
- 12 training events, 9 Community consultations/town halls, 12 information sessions/webinars, 11 job fairs/trade-shows and over 1,220 attendees to the various events over the course of the project.
- Maintaining eight partnerships with the post-secondary and community services organizations.
- Developing and maintaining seven strategic alliances with local and provincial cultural organizations.

The project outcomes will be tracked through the City's agreement with the IRCC and shared with FedNor, at minimum, with each claim submission.

The IRCC will also be collaborating with communities in developing a program evaluation that will include specific indicators on how to measure the various impacts of RNIP.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$500,000
- Supported	\$550,000	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$50,000
		Other	\$0
Total	<u>\$550,000</u>		<u>\$550,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Marketing and promotion	\$295,025		\$295,025
Office and administrative costs	\$123,000		\$123,000
Research, development and capacity building	\$76,975		\$76,975
Educational material development and associated training/meeting costs	\$20,000		\$20,000
Professional fees	\$35,000		\$35,000
TOTAL ELIGIBLE COSTS	<u>\$550,000</u>		<u>\$550,000</u>
<u>Ineligible Costs</u>			
			\$0
TOTAL INELIGIBLE COSTS			<u>\$0</u>
TOTAL PROJECT COSTS			<u>\$550,000</u>

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

- vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

The Recipient will provide a basic level of project related communications with, and services to, the public in both official languages, including all marketing materials and sessions. Any materials and activities targeted within the Sault Ste. Marie area and non-domestic activities will be in the applicants language of choice or in the language of the targeted country.

II. **PROJECT FUNDING CONDITIONS**

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
- a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.
- iii) Advance Payments:
- a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Minister.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Community Competitiveness - Implementation (Non-Capital)

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between March 27, 2020 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between March 27, 2020 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.