



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

Tuesday, September 20, 2022

4:30 pm

Council Chambers and Video Conference

Meetings may be viewed live on the City's YouTube channel  
<https://www.youtube.com/user/SaultSteMarieOntario>

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Pages

**1. Land Acknowledgement**

I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.

**2. Adoption of Minutes**

19 - 33

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council Meeting of August 29, 2022 and Special Council Meeting of September 15, 2022 be approved.

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

**4. Declaration of Pecuniary Interest**

**5. Approve Agenda as Presented**

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the Agenda for September 20, 2022 City Council Meeting as presented be approved.

<b>6.</b>	<b>Proclamations/Delegations</b>	
<b>6.1.</b>	<b>National Truth and Reconciliation Day</b>	<b>34 - 34</b>
<b>6.2.</b>	<b>Ovarian Cancer Awareness Month</b>	<b>35 - 35</b>
<b>6.3.</b>	<b>Ontario Cadets Week</b>	<b>36 - 36</b>
<b>6.4.</b>	<b>Orchestra Month</b>	<b>37 - 37</b>
<b>6.5.</b>	<b>World Habitat Day</b>	<b>38 - 38</b>
<b>6.6.</b>	<b>Child Care Worker and Early Childhood Educator Appreciation Day</b>	<b>39 - 39</b>
<b>6.7.</b>	<b>Take Back the Night</b>	<b>40 - 40</b>
<b>6.8.</b>	<b>Latin/Hispanic Heritage Month</b>	<b>41 - 41</b>
<b>6.9.</b>	<b>Tech/Lakeway Collegiate and Vocational School "Reunion Week"</b>	<b>42 - 42</b>
<b>6.10.</b>	<b>Acquired Brain Injury Awareness</b>	<b>43 - 43</b>
<b>6.11.</b>	<b>Lakeshore Group Proposed Renewable Energy Project</b>	<b>44 - 50</b>
	David Asbourne	
<b>7.</b>	<b>Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda</b>	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that all the items listed under date September 20, 2022 – Agenda item 7 – Consent Agenda be approved as recommended.	
<b>7.1.</b>	<b>Outstanding Council Resolutions</b>	<b>51 - 57</b>
	A report of the CAO is attached for the information of Council.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the CAO dated September 19, 2022 concerning Outstanding Resolutions Update be received and that the following items be removed: Employee Innovation Program, Red Pine Drive and Service Delivery Review.	
<b>7.2.</b>	<b>2022 City of Sault Ste Marie Credit Rating</b>	<b>58 - 65</b>

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

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that the report of the Chief Financial Officer/Treasurer dated September 19, 2022 concerning the 2022 City of Sault Ste. Marie Credit Rating be received as information.

**7.3. Property Tax Appeals 66 - 67**

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Taxation dated September 20, 2022 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act*.

**7.4. RFP – External Audit Services Joint Request (Sault Ste. Marie and PUC Group of Companies) 68 - 69**

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

The relevant By-law 2022-171 is listed under Agenda item 12 and will be read with all by-laws under that item.

**7.5. RFP – Engineering Services– Reconstruction of Blake Avenue, Wemyss Street and Biggings Avenue 70 - 72**

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated September 19, 2022 concerning Engineering Services –Reconstructions be received and that:

- Kresin Engineering be awarded the contract for the Blake Avenue reconstruction;
- Tulloch be awarded the contract for the Wemyss Street reconstruction; and
- Aecom Canada be awarded the contract for the Biggings Avenue reconstruction

each subject to the following conditions to be added to the respective Municipal Engineering Association Agreements for each reconstruction:

- that the resulting Municipal Engineering Association Agreements incorporate the total \$200,000 in funding approved in 2022 to be allocated between the three vendors as determined by Public Works and Engineering; and
- that the balance of the work shall commence and only be payable by the City if and at such time as funding is approved within the 2023 Capital Budget.

The relevant By-law 2022-156 to obtain Council approval to delegate authority to the CAO to execute the Municipal Engineers Association Agreements is listed under item 12 of the Agenda and will be read with all by-laws under that item.

#### **7.6. Assignment of Lease – John Rhodes Pro Shop 73 - 77**

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

The relevant By-law 2022-160 is listed under Agenda item 12 and will be read with all by-laws under that item.

#### **7.7. Ontario Heritage Act Part IV Designation – 119 Woodward Avenue 78 - 83**

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Recreation and Culture dated September 19, 2022 concerning *Ontario Heritage Act Part IV* designation of 119 Woodward Avenue be received and that the recommendation by the Sault Ste. Marie Municipal Heritage Committee to designate 119 Woodward Avenue under Part IV of the *Ontario Heritage Act* be approved.

#### **7.8. Ontario Heritage Act Part IV Designation of 99 Huron Street (Yard Locker) 84 - 91**

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Manager of Recreation and Culture dated September 19, 2022 concerning *Ontario Heritage Act Part IV* designation of 99 Huron Street (Yard Locker) be received and that the recommendation by the Sault Ste. Marie Municipal Heritage Committee to designate 99 Huron Street (Yard Locker) under Part IV of the *Ontario Heritage Act* be approved.

#### **7.9. Community Development Fund – Green Initiatives Program Application – 92 - 94**

## **September 2022**

A report of the Sustainability Coordinator is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Sustainability Coordinator dated September 19, 2022 concerning September 2022 Community Development Fund – Green Initiatives Program Application be received and that the recommendation of the Environmental Sustainability Committee to allocate \$5,792.38 to the Sault Ste. Marie Region Conservation Authority for LED lighting upgrades be approved.

### **7.10. 2021 Building Division Annual Fee Report 95 - 97**

A report of the Chief Building Official is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Chief Building Official dated September 19, 2020 concerning 2021 Building Division Annual Fees be received as information.

### **7.11. Revised Traffic By-law Update 2022 98 - 99**

A report of the Municipal Services and Design Engineer is attached for the consideration of Council.

The relevant By-law 2022-165 is listed under Agenda item 12 and will be read with all by-laws under that item

### **7.12. Pine Street Sidewalk Extension 100 - 101**

A report of the Municipal Services & Design Engineer is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Municipal Services and Design Engineer dated September 19, 2022 concerning Pine Street Sidewalk Extension be received and that the project be placed on the Miscellaneous Construction list to be prioritized and budgeted for future Capital Programs.

### **7.13. Grade Crossing Reconstruction Agreement – Black Road Crossing 102 - 103**

A report of the Municipal Services and Design Engineer is attached for the consideration of Council.

The relevant By-law 2022-175 is listed under Agenda item 12 and will be read with all by-laws under that item.

**7.14. Winter Maintenance of Red Rock Road (Maki Road) Agreement with Brookfield Power** 104 - 105

A report of the Director of Public Works is attached for the consideration of Council.

The relevant By-law 2022-164 is listed under Agenda item 12 and will be read with all by-laws under that item.

**7.15. Agreement between City and Bell Mobility Inc. – Bellevue Marina Tower** 106 - 108

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

The relevant By-law 2022-172 is listed under Agenda item 12 and will be read with all by-laws under that item.

**7.16. Housekeeping – Repeal Amending By-laws to Repealed Parking By-law 81-367** 109 - 109

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

The relevant By-law 2022-168 is listed under Agenda item 12 and will be read with all by-laws under that item.

**7.17. Vacant Property Resolutions** 110 - 116

A report of the Solicitor is attached for the information of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Solicitor dated September 19, 2022 concerning vacant property resolutions be received as information.

**7.18. Sale of Part 903 Base Line to Enbridge Gas Distribution** 117 - 120

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

The relevant By-law 2022-167 is listed under Agenda item 12 and will be read with all by-laws under that item.

**7.19. Light Pollution** 121 - 126

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated September 19, 2022 concerning

light pollution be received as information.

## **8. Reports of City Departments, Boards and Committees**

### **8.1. Administration**

#### **8.1.1. Corporate Strategic Plan Update**

127 - 173

A report of the Chief Administrative Officer is attached for the information of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Chief Administrative Officer dated September 19, 2022 concerning Corporate Strategic Plan Update be received as information.

### **8.2. Corporate Services**

### **8.3. Community Development and Enterprise Services**

#### **8.3.1. Request for Council Support Resolution**

Lakeshore Group – 95 Huron Street

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Whereas the Independent Electricity System Operator has launched several major acquisition programs, including the Expedited Request for Projects and the Long-Term Request for Projects; and

Whereas one or more projects may be built in the Sault Ste Marie area; and

Whereas the Independent Electricity System Operator requires that projects must receive municipal council support in a form of a resolution to be granted a contract; and

Whereas SB Energy, Biovold Energy Ventures and The BMI Group are proposing to develop, construct, and operate a battery energy storage facility at 95 Huron Street and consists of installing grid equipment and battery components. The project is in the early stages with community consultations planned over the rest of the year. Subject to IESO approval, the project is planned to begin in the fall of 2023 with commercial operations scheduled for 2025, with planned installed capacity of 150 MWh of energy storage; and

Whereas once operational, this project will increase the supply and reliability of the grid in the Sault Ste. Marie area. The project will create both construction and operational jobs in Sault Ste Marie

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie

supports the construction and operation of the SB Energy, Biovold Energy Ventures and The BMI Group's MillGEN battery storage project.

**8.4. Public Works and Engineering Services**

**8.5. Fire Services**

**8.6. Legal**

**8.7. Planning**

**8.7.1. A-9-22-Z.OP 130 Wellington Street East**

174 - 237

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated September 19, 2022 concerning Application A-9-22-Z.OP be received and that Council approve this application in the following manner:

1. That Council approve Official Plan Amendment 243 T-159 by re-designating the western 155 metres of 130 Wellington Street East from Institutional to Commercial with the following amendments to:
  1. Notwithstanding Housing Policy HO.6, to waive the requirement that in all urban residential developments greater than 50 units, at least 30% of those units shall be affordable.
  2. Notwithstanding Commercial Policy C.2, to waive the requirement that new commercial development in excess of 4,000 sq.m. conduct a market impact study to assess the impact on existing facilities.
1. That Council rezone the western 155 metres of 130 Wellington Street East from Institutional Zone (I.S 362) with a special exception to General Commercial Zone (C4.S) with an amended (repeal and replace) special exception to, in addition to the uses permitted in a General Commercial Zone (C4):
  1. Permit residential dwellings to be located on the ground floor.
  2. Reduce the required parking for residential units from 1.25 spaces/unit to 1 space/unit.
  3. Permit the following additional uses within the C4 Zone:  
Computer, precision and electronics manufacture and repair,  
Group Homes and Group Residences.
  4. Reduce the required landscaping in the required front yard (Tancred) from 50% to 5% and to reduce the required landscaping in the required Exterior Side Yard (Wellington) from 50% to 20%, inclusive of the 6m required road widening along

Wellington Street East.

5. Notwithstanding Section 6, permit the required 3 loading spaces to be located in a required front yard, occupy required parking spaces and not be visually screened from abutting and adjacent residential zones.
6. Limit the number of residential dwelling units and square area of non-residential uses to a limit where the peak sanitary flows generated from the site do not exceed 9.34 litres per second, calculated in accordance with the the Ministry of Environment, Conservation and Parks' (MECP) design guidelines.
7. As part of the conditions of site plan approval, the owner shall include vibration warning clauses within any agreements of purchase and sale or tenant lease agreements for the proposed residential and non-residential units to the satisfaction of the Planning Director.
8. As part of the conditions of site plan approval, the owner shall construct noise mitigating measures to the satisfaction of the Planning Director.

By-laws 2022-173 and 2022-174 appear elsewhere on the agenda and are recommended for approval.

#### **8.7.2. A-11-22-Z Short Term Rental Accommodation**

238 - 259

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Director of Planning dated September 19, 2022 concerning A-11-22-Z be received and that Council:

- Amend Zoning By-law 2005-150 in the following manner
  1. That short term rentals (STRs) be defined as any accommodation that is available for up to 28 consecutive days.
  2. That STRs be permitted in all zones that permit a residential dwelling, more specifically:
    1. Rural Area Zone (RA)
    2. Rural Aggregate Extraction Zone (REX)
    3. Estate Residential Zone (R1)
    4. Single Detached Residential Zone (R2)
    5. Low Density Residential Zone (R3)
    6. Medium Density Residential Zone (R4)
    7. High Density Residential Zone (R5)

8. Traditional Commercial Zone (C1)
  9. Central Commercial Zone (C2)
  10. Commercial Transitional Zone (CT2)
  11. Riverfront Zone (C3)
  12. General Commercial Zone (C4)
3. That only one self-contained STR is permitted per lot except where the property is within a commercial zone that permits dwelling units, more specifically the following commercial zones:
    1. Traditional Commercial Zone (C1)
    2. Central Commercial Zone (C2)
    3. Commercial Transitional Zone (CT2)
    4. Riverfront Zone (C3)
    5. General Commercial Zone (C4).
  4. Where on the day of the passing of this By-law, more than one STR existed on one lot; such STRs may continue to lawfully exist.
  5. Where multiple units exist within a condominium, written approval from the Condominium Corporation is required.
  6. That recreational vehicles (RVs) and tents cannot be utilized as STRs.
  7. That STRs hold a valid licence from the City. Hotels and Bed and Breakfasts are excluded from this requirement.
- Proposed Licensing By-law and Requirements
1. Applicants will be required to fill out the application form and pay applicable fees.
  2. Licenses will be valid for up to 3 years, upon which, renewals will be required.
  3. Licenses are not transferrable.
  4. The Applicant will be responsible for obtaining written approvals from the following City Departments:
    1. Building Division – will conduct a file review and if required, an on-site inspection to ensure applicable Zoning, Property Standards and Ontario Building Code compliance.
    2. Fire Services – will conduct an on-site inspection to ensure applicable *Ontario Fire Code* compliance.
    3. Finance Division – to confirm that Municipal Accommodation Tax (MAT) return form(s) have been completed.
  5. The following licensing guidelines aim to provide additional resources to guests and neighbours so that potential problems

can be avoided, and if problems arise, they can be addressed:

1. Hosts should clearly post a set of 'house rules' for guests, including but not limited to:
  1. Clear communication of property boundaries and what amenities are available to guests and what amenities are not.
  2. Reference to pertinent information in local By-laws, such as the Noise By-law and Animal Care and Control By-law.
  3. General information related to being a good neighbour, as per the City's 'Be a Good Neighbour Guide'.
  4. Rules around refuse disposal.
2. Hosts should also provide their contact information, as well as information to contact the STR platform (ie. Airbnb) to immediate neighbours, so that in the event of an issue, neighbours can contact the host and/or the STR platform.
6. Failure to adhere to the aforementioned requirements may result in the refusal or revocation of a STR license.
7. The proposed licensing fees, subject to annual updates to the User Fee By-law are as follows:
  1. \$50 – licensing fee, payable to Clerk's Department.
  2. \$75 (\$50+\$25) – late licensing fee, payable to Clerk's Department.
  3. \$60.87-\$126.27 – Building Division file review and/or on-site inspection fee, payable to the Building Division.
  4. \$133.91 – Fire Services file review and on-site inspection fee.
  5. Additional fees may be applicable where re-inspections are required to address deficiencies.

The relevant By-laws 2022-177 and 2022-178 are listed under Agenda item 12 and will be read with all by-laws under that item.

**8.7.2.1. Provencher Presentation** 260 - 272

**8.8. Boards and Committees**

**8.8.1. Compliance Audit Committee 2022–2026** 273 - 274

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

The relevant By-law 2022-166 is listed under Agenda item 12 and will be read with all by-laws under that item.

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

**9.1. Parking on Morrison Avenue**

Mover Councillor R. Niro

Seconder Councillor M. Bruni

Whereas the hill section of Morrison Avenue between North Street and Hargreaves Street permits parking on both sides of the street except from November 1 to April 30; and

Whereas the permitted parking causes a safety concern when vehicles turn onto Morrison Avenue from North Street;

Now Therefore Be It Resolved that the Manager of Traffic and Communications be requested to conduct a review of this section of Morrison Avenue as it relates to the requirement of a parking restriction on both sides of the street for the entire year, and that a report be returned to Council for consideration.

**9.2. *Federal Electoral Boundaries***

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Whereas the Federal Electoral Boundaries Commission for Ontario is proposing a redistribution of electoral districts which would see the elimination of the Algoma-Manitoulin-Kapuskasing District and the creation of a mega-riding called Sault Ste. Marie; and

Whereas the elimination of that riding would reduce the number of Northern Ontario seats from ten to nine, weakening the North's voice in parliament; and

Whereas the Federal Boundary Commission proposal to cut representation in the north is contrary to the 2017 electoral boundary changes for Ontario that recognized the need to add two seats to ensure fair participation for northern residents; and

Whereas the new mega-riding of Sault Ste. Marie would incorporate Echo Bay, Bruce Mines, Thessalon, Wawa, most of Huron Shores, Chapleau, Dubreuilville, Hilton, Jocelyn, Johnson, Laird, Macdonald, Meredith and Aberdeen Additional, Plummer Additional, St. Joseph, Tarbutt, and White River, as well as Hilton Beach; and

Whereas the following First Nations reserves are also proposed for inclusion in Sault Ste. Marie riding: Chapleau No. 74A, Duck Lake No. 76B, Chapleau No. 75, Thessalon No. 12, and Chapleau Cree Fox Lake; and

Whereas the proposed new super-ridings will force municipalities to compete for a limited amount of riding funding which will further exacerbate inequities in the north; and

Whereas Northern Ontario's population per riding is already much higher than many other rural and isolated regions in Canada's north; and

Whereas Covid 19 has recently resulted in many Canadians moving to Sault Ste. Marie to live and work; and

Whereas the Rural and Immigration pilot has been very successful in attracting newcomers to Sault Ste. Marie and Area; and

Whereas the Federal Electoral Boundaries Commission for Ontario's proposal would fragment, diminish and reduce access to federal representation for the City and area residents; and

Whereas the Federal Electoral Boundaries Commission for Ontario is seeking public input on its proposed riding boundary changes, yet has scheduled only one in-person consultation in North East Ontario to be held in Timmins

Now Therefore Be It Resolved that the City of Sault Ste. Marie urge the Federal Electoral Boundaries Commission for Ontario to not reduce the number of MPs for Northern Ontario, respect the geographical boundaries of cities and the makeup of the current ridings, and withdraw the proposal to eliminate the federal riding of Algoma-Manitoulin-Kapuskasing District and the expansion of the existing Sault Ste. Marie riding; and

Further Be It Resolved that a copy of this resolution be forwarded to Paula Puddy, Commission Secretary, Federal Electoral Boundaries Commission for Ontario prior to the September 25th, 2022 deadline, as well as to Terry Sheehan MP and to the Federation of Northern Ontario Municipalities.

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

**11. Adoption of Report of the Committee of the Whole**

**12. Consideration and Passing of By-laws**

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that all By-laws under item 12 of the Agenda under date September 20, 2022 be approved.

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

**12.1.1. By-law 2022-156 (Delegation to the CAO) MEA Agreements, Blake Avenue, Wemyss Street and Biggings Avenue** 275 - 276

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2022-156 being a by-law to authorize the Chief Administrative Officer to execute and bind the Corporation to Agreements which will have monetary amounts that are greater than the current delegated authority of \$125,000, specifically which pertain to Municipal Engineers Association (MEA) Agreements to facilitate the \$200,000.00 Council approved for engineering work related to the 2023 Capital Roads Projects. The delegation would allow the CAO to execute and bind the Corporation to the MEA Agreements between the City and Kresin Engineering for engineering services for the Blake Avenue road reconstruction; Tulloch for engineering services for the Wemyss Street road reconstruction; and Aecom Canada for engineering services for the Biggings Avenue road reconstruction. The CAO would execute these MEA Agreements after they have been reviewed by the Legal and Finance Departments be passed in open Council this 20th day of September, 2022.

**12.1.2. By-law 2022-160 John Rhodes Pro Shop - Assignment Agreement 277 - 293**

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2022-160 being a by-law to authorize the execution of the Assignment Agreement between the City and 882206 Ontario Inc. and JaytEQ Pro Shop operating as "John Rhodes Pro Shop" to assign the original Lease Agreement for the portion of the John Rhodes Centre Pro Shop from 882206 Ontario Inc. to JaytEQ Pro Shop operating as "John Rhodes Pro Shop" be passed in open Council this 20th day of September, 2022

**12.1.3. By-law 2022-161 (Street Assumptions) Various 294 - 295**

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2022-161 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 20th day of September, 2022.

**12.1.4. By-law 2022-164 (Agreement) Brookfield Power Wind Prince LLP 296 - 300**

A report from the Director of Public Works is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2022-164 being a by-law to authorize the execution of the agreement between the City and Brookfield Power Wind Prince LLP to provide winter maintenance to a portion of Maki Road north of Allard Lake be passed in open Council this 20th day of September, 2022.

**12.1.5. By-law 2022-165 (Traffic) Amend By-law 77-200 301 - 304**

A report from the Municipal Services & Design Engineering is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2022-165 being a by-law to amend Schedules “B”, “F”, “H”, “J”, “M”, and “W” and to add Schedule “BB” to Traffic By-law 77-200 be passed in open Council this 20th day of September, 2022.

**12.1.6. By-law 2022-166 (Elections) Appointment Compliance Audit Committee 305 - 305**

A report from the City Clerk is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that By-law 2022-166 being a by-law to appoint members of a Compliance Audit Committee under the *Municipal Elections Act*, be passed in open Council this 20th day of September, 2022.

**12.1.7. By-law 2022-167 (Property Sale) Part 903 Base Line to Enbridge Gas Distribution 306 - 307**

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2022-167 being a by-law to to authorize the sale of surplus property being a portion of civic 903 Base Line, legally described in Part PIN 31613-0365 (LT) to Enbridge Gas Distribution be passed in open Council this 20th day of September, 2022.

**12.1.8. By-law 2022-168 (Parking) Repeal Various Amending Parking By-laws for Repealed By-law 81-367 308 - 308**

A report from the Solicitor is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2022-168 being a by-law to repeal various by-laws that amend the repealed Parking By-law 81-367 of the City of Sault Ste. Marie be passed in open Council this 20th day of September, 2022.

**12.1.9. By-law 2022-169 (Zoning) 207 Dacey Road 309 - 311**

Council Report was passed by Council resolution on August 29, 2022.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2022-169 being a by-law to to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 207 Dacey Road (Tulloch Engineering representing Daniel Fremlin Building Group Ltd.) be passed in open Council this 20th day of September, 2022.

**12.1.10. By-law 2022-170 (Zoning) 207 Dacey Road Development Control 312 - 314**

Council Report was passed by Council resolution on August 29, 2022.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2022-170 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 207 Dacey Road (Tulloch Engineering representing Daniel Fremlin Building Group Ltd.) be passed in open Council this 20th day of September, 2022.

**12.1.11. By-law 2022-171 (Finance) Auditor Appointment 315 - 315**

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2022-171 being a by-law to appoint the firm of KPMG LLP as municipal auditor to provide External Audit Services as required by the City of Sault Ste. Marie be passed in open Council this 20th day of September, 2022.

**12.1.12. By-law 2022-172 (Agreement) Bell Mobility Inc. Tower Bellevue Marina Update 316 - 327**

A report from the Solicitor is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2022-172 being a by-law to to authorize the execution of the Agreement between the City and Bell Mobility Inc. for use of City owned property at the Bellevue Marina for a Tower be passed in open Council this 20th day of September, 2022.

**12.1.13. By-law 2022-173 (OP) 130 Wellington Street East (Feroze Virani (11547305 Canada Inc.) 328 - 331**

A report from the Planner is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2022-173 being a by-law to adopt Amendment No. 243 T-159 to the Official Plan for the City of Sault Ste. Marie (Feroze Virani – 11547305 Canada Inc.) be passed in open Council this 20th day of

September, 2022.

- 12.1.14. By-law 2022-174 (Zoning) 130 Wellington Street East** 332 - 334
- A report from the Planner is on the Agenda.
- Mover Councillor L. Dufour  
Seconded Councillor C. Gardi  
Resolved that By-law 2022-174 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 130 Wellington Street East (Feroze Virani – 11547305 Canada Inc.) be passed in open Council this 20th day of September, 2022.
- 12.1.15. By-law 2022-175 (Agreement) Grade Crossing Reconstruction Agreement Black Road** 335 - 350
- A report from the Municipal Services and Design Engineer is on the Agenda.
- Mover Councillor M. Scott  
Seconded Councillor L. Vezeau-Allen  
Resolved that By-law 2022-175 being a by-law to authorize the execution of the Agreement between the City and Huron Central Railway Inc. for the reconstruction of the grade crossing at Black Road, north of Trunk Road be passed in open Council this 20th day of September, 2022.
- 12.1.16. By-law 2022-176 (Agreement) Mill Market Relocation** 351 - 381
- Council Report was passed by Council resolution on August 18, 2022.
- Mover Councillor M. Scott  
Seconded Councillor L. Vezeau-Allen  
Resolved that By-law 2022-176 being a by-law to to authorize the execution of the Agreement between the City and Ruscio General Contracting Ltd. for the relocation of the Mill Market be passed in open Council this 20th day of September, 2022.
- 12.1.17. By-law 2022-177 (Zoning) Short Term Rentals** 382 - 384
- A report from the Director of Planning is on the Agenda.
- Mover Councillor M. Scott  
Seconded Councillor L. Vezeau-Allen  
Resolved that By-law 2022-177 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning Short-Term Rentals (STRs) be passed in open Council this 20th day of September, 2022.
- 12.1.18. By-law 2022-178 (Licensing) Short Term Rentals STR's** 385 - 395
- A report from the Director of Planning is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2022-178 being a by-law to license, regulate and govern short-term rentals be passed in open Council this 20th day of September, 2022.

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

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

**12.3.1. By-law 2021-101 (Lane Closing & Conveyance) Lane Abutting 298 Fifth Avenue Harris & Buckley Subdivision** 396 - 399

Council Report was passed by Council resolution on May 31, 2021.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-101 being a by-law to stop up, close and authorize the conveyance of part of a lane in the Harris and Buckley Subdivision, Plan M30, PART PIN 31590-0276 (LT) PART 1 FT LANE PL M30 KORAH BEING PART 1 PLAN 1R13982 be read a THIRD time in open Council and passed this 20th day of September, 2022.

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

**14. Closed Session**

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that this Council move into closed session to consider an item concerning the proposed disposition of property and one item concerning labour relations or employee negotiations;

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

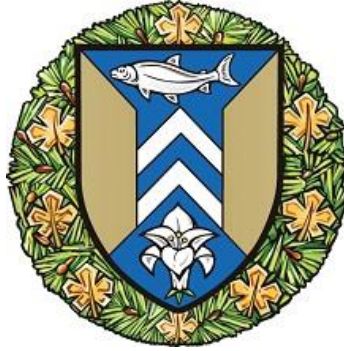
*(Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; section 239(2)(d) labour relations or employee negotiations)*

**15. Adjournment**

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL MINUTES**

Monday, August 29, 2022

4:30 pm

Council Chambers and Video Conference

Present: Mayor C. Provenzano, Councillor P. Christian, Councillor S. Hollingsworth, Councillor L. Vezeau-Allen, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor R. Niro, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor L. Dufour

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, S. Schell, P. Johnson, B. Lamming, P. Tonazzo, C. Rumiel, M. Borowicz-Sibenik, F. Coccimiglio, A. Kenopic, E. Cormier

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### **1. Land Acknowledgement**

### **2. Adoption of Minutes**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the Minutes of the Regular Council meeting of August 8, 2022 and Special Council meeting of August 18, 2022 be approved.

**Carried**

### **3. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**

### **4. Declaration of Pecuniary Interest**

**4.1 Councillor S. Hollingsworth – A-10-22-Z 207 Dacey Road**

Applicant is a relative.

**4.2 Councillor M. Shoemaker – A-10-22-Z 207 Dacey Road**

Applicant is a client of law firm.

**5. Approve Agenda as Presented**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the Agenda for August 29, 2022 City Council Meeting as presented be approved.

**Carried**

**6. Proclamations/Delegations**

**6.1 Recovery Month**

**6.2 Asset Management Plan – Core Assets**

Carl Rumiel, Director of Engineering was in attendance regarding Agenda item 8.4.1.

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that all the items listed under date August 29, 2022 – Agenda item 7 – Consent Agenda be approved as recommended.

**Carried**

**7.1 Streamline Development Projects – Delegation of Authority**

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

The relevant by-law 2022-158 is listed under item 12 of the Minutes.

**7.2 2021 Audited Financial Statements**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Chief Financial Officer and Treasurer dated August 29, 2022 concerning the 2021 Audited Financial Statements be received and that the audited consolidated Financial Statements and Trust Fund Statements for 2021 be approved.

**Carried**

### **7.3 2023 Council Meeting Schedule**

The report of the City Clerk was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the City Clerk dated August 29, 2022 regarding 2023 Council meeting schedule be received and that the proposed schedule be approved.

**Carried**

### **7.4 Tourism Development Fund Applications August 2022**

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Tourism and Community Development dated August 18, 2022 concerning August 2022 Tourism Development Fund Applications be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$8,500 for the following projects be approved:

- Oktoberfest – \$5,000
- Ontario Baseball Association (U13 Boys) – \$3,500

**Carried**

### **7.5 Municipal Law Enforcement Officers**

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

The relevant By-law 2022-157 is listed under item 12 of the Minutes.

### **7.6 Community Development Fund – Green Initiatives Program Applications August 2022**

A report of the Sustainability Coordinator was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Sustainability Coordinator dated August 29, 2022 concerning Community Development Fund Green Initiatives Program Applications (August 2022) be received and that the recommendation to support the following three projects be approved:

1. Clean North Soil and RX Bottle Project – \$3,662.44;
2. RAIN Hydroponic Project – \$7,381.08; and

3. City of Sault Ste. Marie Greco Pool LED Lighting Project – \$2,938

**Carried**

**7.7 2022 Connecting Link Funding Agreement**

A report of the Director of Engineering was received by Council.

The relevant By-law 2022-159 is listed under item 12 of the Minutes.

**7.8 Brock Street Road Closure – Extension**

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

The relevant By-law 2022-162 is listed under item 12 of the Minutes.

**7.9 Traffic By-law Updates 2022**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Municipal Services and Design Engineer dated August 29, 2022 concerning the Traffic By-law update be received and the recommended amendments be approved.

Staff will revise the appropriate schedule in the Traffic By-Law, which will be brought to a future Council meeting for approval.

**Carried**

**7.10 Strand Avenue and Wilson Street Intersection**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Municipal Services and Design Engineer dated August 29, 2022 concerning Strand Avenue and Wilson Street Intersection be received as information.

**Carried**

**7.11 Active Transportation Master Plan and Complete Streets Update**

A report of the Senior Planner was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Senior Planner dated August 29, 2022 concerning Active Transportation Master Plan and Complete Streets Update be received as information.

**Carried**

**7.12 MPAC Real Property Assessment – Follow-up Report**

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

Moved by: Councillor P. Christian

Seconded by: Councillor S. Hollingsworth

Resolved that the Report of the Director of Planning dated August 29, 2022 concerning MPAC Real Property Assessment follow-up report be received as information.

**Carried**

**8. Reports of City Departments, Boards and Committees**

**8.1 Administration**

**8.2 Corporate Services**

**8.3 Community Development and Enterprise Services**

**8.4 Public Works and Engineering Services**

**8.4.1 Asset Management Plan – Core Assets**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Development and Environmental Engineering dated August 29, 2022 concerning Asset Management Plan – Core Assets be received and that the asset management plan reports be approved;

Further that the reports be referred to staff for review and report back to Council regarding implementation and continuous improvement.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor C. Provenzano	X			
Councillor P. Christian	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour				X
Councillor L. Vezeau-Allen	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker	X			
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>1</b>
				<b>Carried</b>

## 8.5 Fire Services

## 8.6 Legal

Councillor M. Shoemaker left the meeting.

Mayor Provenzano vacated the chair. Councillor M. Bruni assumed the chair as Acting Mayor.

## 8.7 Planning

### 8.7.1 A-10-22-Z 207 Dacey Road

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

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

John McDonald, Tulloch Engineering was in attendance on behalf of the application.

Carolyn Chaffay, 136 Bitonti Crescent, on behalf of Orion Co-operative Housing, 95 Constellation Place, expressed concerns about privacy.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Planner dated August 29, 2022 concerning application A-10-22-Z be received and that Council approve this application in the following manner:

Rezone the portion of the property that is zoned as Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with the following special exception:

Permit more than one permitted use on the property;

And that the portion of the property that is zoned as Single-Detached Residential Zone (R2) be deemed subject to site plan control as per Section 41 of the Planning Act.

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

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor C. Provenzano				X
Councillor P. Christian	X			
Councillor S. Hollingsworth			X	
Councillor L. Dufour				X
Councillor L. Vezeau-Allen	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker				X
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>7</b>	<b>0</b>	<b>1</b>	<b>3</b>
				<b>Carried</b>

#### 8.7.2 A-9-22-Z.OP 130 Wellington Street East

The report of the Senior Planner was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Planner dated August 29, 2022 concerning Official Plan and Rezoning Application A-9-22-Z.OP be received and that Council postpone this application to September 19, 2022:

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor C. Provenzano				X
Councillor P. Christian	X			
Councillor S. Hollingsworth	X			
Councillor L. Dufour				X
Councillor L. Vezeau-Allen	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker				X
Councillor M. Bruni	X			
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>3</b>
				<b>Carried</b>

**8.8 Boards and Committees**

- 9. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council**
- 10. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
- 11. Adoption of Report of the Committee of the Whole**
- 12. Consideration and Passing of By-laws**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that all By-laws under item 12 of the Agenda under date August 29, 2022 be approved.

**Carried**

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

**12.1.1 By-law 2022-151 (Zoning) 625 Black Road and 1135 Second Line E (Cairns Silver Lining Engineers - Simek)**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2022-151 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 and 2005-151 concerning lands located at 625 Black Road and 1135 Second Line East (Cairns Silver Lining Engineers – Simek) be passed in open Council this 29th day of August, 2022.

**Carried**

**12.1.2 By-law 2022-152 (Development Control) 625 Black Road and 1135 Second Line East (Cairns Silver Lining Engineers – Simek)**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2022-152 being a by-law to designate the lands located at 625 Black Road and 1135 Second Line East an area of site plan control (Cairns Silver Lining Engineers – Simek) be passed in open Council this 29th day of August, 2022.

**Carried**

**12.1.3 By-law 2022-153 (Agreement) Pro Shop at Northern Community Centre**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2022-135 being a by-law to authorize the execution of the Agreement between the City and 2872519 Ontario Inc. (Amanda Stocco) for the leasing and operation of a Pro Shop in the Northern Community Centre be passed in open Council this 29th day of August, 2022.

**Carried**

**12.1.4 By-law 2022-154 (Official Plan Amendment) 204 South Market (ESC Land Development Corporation c/o Todd Lisso)**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2022-154 being a by-law to adopt Amendment No. 241 to the Official Plan for the City of Sault Ste. Marie (ESC Land Development Corporation c/o Todd Lisso, 204 South Market Street) be passed in open Council this 29th day of August, 2022.

**Carried**

**12.1.5 By-law 2022-155 (Zoning) 204 South Market (ESC Land Development Corporation c/o Todd Lisso)**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2022-155 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 204 South Market Street (ESC Land Development Corporation c/o Todd Lisso) be passed in open Council this 29th day of August, 2022.

**Carried**

**12.1.6 By-law 2022-157 (Parking) Municipal Law Enforcement Officers**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2022-157 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 29th day of August, 2022.

**Carried**

**12.1.7 By-law 2022-158 (Delegation) CAO Streamline Development Approval Funding Projects**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2022-158 being a by-law to authorize the Chief Administrative Officer to execute and bind the Corporation to Agreements which will have monetary amounts that are greater than the current delegated authority of \$125,000, which pertain to the Streamline Development Approval Funding projects that were approved by Council on August 8, 2022. The projects will be fully funded from the Provincial allocation. The delegation would ensure no loss of the funding from the Province and will allow staff to proceed on projects and activities within the allocation timeframe. The CAO would execute the time sensitive agreements after they have been reviewed by the Legal and Finance Departments be passed in open Council this 29th day of August, 2022.

**Carried**

**12.1.8 By-law 2022-159 (Engineering) Connecting Links Program Resurfacing Trunk/Black Road**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2022-159 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 Transportation for the Connecting Links Program to provide funding for the resurfacing of Trunk/Black Road from South Market Street to Black Road at Railway Crossing be passed in open Council this 29th day of August, 2022.

**Carried**

**12.1.9 By-law 2022-162 (Temporary Street Closing) Amendment to Closing of Brock Street**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2022-162 being a by-law to amend By-law 2022-31 being a by-law to permit the temporary closing of Brock Street between Albert Street East and the northerly laneway adjacent to Civic #181 is amended by extending the street closure to September 30, 2022 be passed in open Council this 29th day of August, 2022.

**Carried**

**12.1.10 By-law 2022-163 (Agreement) Algoma Family Services Youth Hub**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2022-163 being a by-law to authorize the execution of the Agreement between the City and Algoma Family Services, for a contribution of \$100,000 towards the leasehold improvements for a building to host the youth hub be passed in open Council this 29th day of August, 2022.

**Carried**

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

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

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

**14. Closed Session**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that this Council move into closed session to consider an item concerning the proposed disposition of property;

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

*(Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board)*

**Carried**

**15. Adjournment**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that this Council now adjourn.

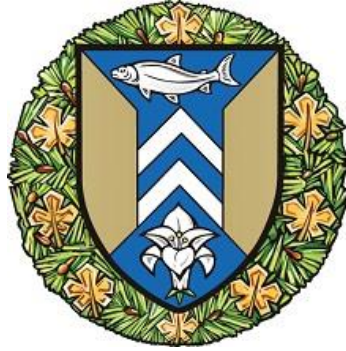
**Carried**

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Mayor

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City Clerk



**The Corporation of the City of Sault Ste. Marie**  
**Special Meeting of City Council**  
**Minutes**

Thursday, September 15, 2022

4:30 pm

Video Conference

Meetings may be viewed live on the City's Youtube channel

<https://www.youtube.com/user/SaultSteMarieOntario>

Present: Mayor C. Provenzano, Councillor S. Hollingsworth, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor R. Niro, Councillor M. Scott

Absent: Councillor P. Christian, Councillor C. Gardi

Officials: M. White, M. Zuppa, K. Fields, F. Coccimiglio, P. Tonazzo

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**1. Approve Agenda as Presented**

Moved By Councillor S. Hollingsworth

Seconded By Councillor L. Vezeau-Allen

Resolved that the Agenda for the September 15, 2022 Special City Council Meeting as presented be approved.

**Carried**

**2. Declaration of Pecuniary Interest**

**3. Change of Council Meeting Date**

Moved By Councillor S. Hollingsworth

Seconded By Councillor L. Vezeau-Allen

Resolved that the Council meeting regularly scheduled for Monday, September 19, 2022 be changed to Tuesday, September 20, 2022 at 4:30 p.m. out of respect for the late Sovereign Queen Elizabeth II.

**Carried**

**4. Adjournment**

Moved By Councillor M. Scott

Seconded By Councillor L. Dufour

Resolved that this Council shall now adjourn.

**Carried**

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Mayor

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City Clerk



OFFICE OF THE MAYOR

PROCLAMATION

**WHEREAS** In 2020, the Government of Canada introduced Bill C-5 to make September 30 a federal statutory holiday called the National Day for Truth and Reconciliation in response to the Truth and Reconciliation Commission of Canada, Call to Action number 80, and it received Royal Assent in 2021; and

**WHEREAS** The National Day for Truth and Reconciliation, which is also known as National Orange Shirt Day, is a day to honour survivors, their families and communities and commemorates the history and legacy of residential schools. It also demonstrates a commitment to reconciliation and affirms that Every Child Matters; and

**WHEREAS** The City of Sault Ste. Marie is committed to the Truth and Reconciliation journey and recognizes the importance of being honest and truthful about the times in our national and local history when – out of ignorance and intolerance – we did not; and

**WHEREAS** The City values its’ relationship with Batchewana First Nation, Garden River First Nation, Indigenous Friendship Centre, Métis Nation of Ontario and Missanabie Cree First Nation and the tremendous work of these communities, dedicated local organizations and advocates that are committed to furthering understanding the difficult truths of our past in an effort to help us build a better future together;

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **September 30, 2022** as the “**National Day for Truth and Reconciliation**” in the City of Sault Ste. Marie and encourage residents to honour residential school survivors, their families, and communities in an effort to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process.

Signed,

Christian Provenzano  
MAYOR



## OFFICE OF THE MAYOR

### PROCLAMATION

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**WHEREAS** Zonta International’s mandate is to advance the status of women through service and advocacy; and

**WHEREAS** The Zonta Club of Sault Ste. Marie Area advocates for women’s health through local service projects, in particular the ovarian cancer awareness campaign, and they ask the community to join them in learning about one of the most deadly cancers among women; and

**WHEREAS** Ovarian Cancer Canada strives to increase awareness of this disease, provides women care and supports research to change the outcomes for those living with the disease:

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim this month of **September 2022** as “**OVARIAN CANCER AWARENESS MONTH**” and urge all citizens to share the information about this often overlooked and under-diagnosed cancer.

Signed,

Christian Provenzano  
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

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**WHEREAS** Bill 45 officially recognizes the first week of October as “Ontario Cadets Week”. The three cadet programs in Ontario – Army, Sea and Air – will be celebrated across the province; and

**WHEREAS** The City of Sault Ste. Marie hosts all three cadet units within the community and Cadets Week is an opportunity to recognize the outstanding young Canadians whose development through cadet programming will help them be successful; and

**WHEREAS** Cadet programs have been thriving in Sault Ste. Marie for more than 115 years thanks to the efforts of volunteers and supporters. This week shall honour sea, army and air cadets youth ages 12 to 18; and

**WHEREAS** The Canadian Cadet organization has been providing local youth valuable and unique training along with opportunities specific to creating the next generation of proud Canadians. The programs continue to evolve to meet the needs of our community and those of our youth – providing hundreds of thousands of volunteer hours to support local organizations;

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim the week of **October 1 to 7, 2022** as “**Cadets Week**” and invite everyone to learn more about the programs available and benefits to the youth in our City.

Signed,

Christian Provenzano  
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

- WHEREAS** The 2022/2023 season marks the Sault Symphony Orchestra’s 50<sup>th</sup> anniversary season; and
- WHEREAS** The Sault Symphony Orchestra has made significant contributions to the Sault’s arts community as the largest orchestral ensemble in the region. In addition to its regular orchestral concerts, enjoyed by hundreds of local patrons, the SSO runs outreach and educational programs with local schools, retirement homes, and other low-barrier venues around the community, promoting the love of music and diverse communities; and
- WHEREAS** The SSO is made up of mostly volunteer musicians, from both sides of the border, who offer their time to help share their love of music with the community. They deserve much recognition for their commitment to the organization, the community, and the arts; and
- WHEREAS** Although the SSO has experienced some difficulty in past years, it is now back on solid footing and eager to see what the next 50 seasons bring:

**NOW THEREFORE, I,** Christian Provenzano, as Mayor of Sault Ste. Marie, do hereby proclaim the month of **October 2022 “Orchestra Month”** in recognition of the opening of the Sault Symphony Orchestra’s 50<sup>th</sup> Anniversary season.

Signed,

Christian Provenzano  
MAYOR



## OFFICE OF THE MAYOR

### PROCLAMATION

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**WHEREAS** Habitat for Humanity Canada was founded in 1985 and has grown to 49 active affiliates – serving almost 400 communities – and volunteers have logged more than 11 million hours, contributing to the completion of over 4,300 homes for low-income Canadian families, including the completion of 14 homes in Sault Ste. Marie; and

**WHEREAS** Habitat for Humanity believes in a world where everyone has a safe and decent place to live; and

**WHEREAS** With the help of volunteers, donors and Habitat Homeowners, local Habitats like ours here in Sault Ste. Marie help build and rehabilitate decent and affordable homes, from single-family houses to multi-unit developments. Habitat does not give away free homes – homeowners pay an affordable mortgage geared to their income and volunteer 500 hours. This model of affordable homeownership bridges a gap by providing people with the opportunity to purchase their own home:

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim October 3, 2022 as “**World Habitat Day**” in the City of Sault Ste. Marie and encourage residents to support Habitat for Humanity and learn more about the importance of affordable housing.

Signed,

Christian Provenzano  
MAYOR



## OFFICE OF THE MAYOR

### PROCLAMATION

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**WHEREAS** The benefits of high-quality early learning and childcare for intellectual, emotional, social and physical development and later life outcomes are well established; and

**WHEREAS** Child care promotes the well-being of children and responds to the needs of families and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social fabric of their community; and

**WHEREAS** Trained and knowledgeable Registered Early Childhood Educators and childcare staff are key to quality in early learning and child care programs, and they are vital to the success of the Early Learning and Child Care system across the country:

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim that October 18, 2022 be designated the 22nd annual **"CHILDCARE WORKER AND EARLY CHILDHOOD EDUCATOR APPRECIATION DAY"** in recognition of child care workers in the community.

Signed,

Christian Provenzano  
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

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- WHEREAS** Take Back the Night is an international annual event where people across the world step forward to support survivors and protest against all forms of sexual violence; including sexual assault, sexual abuse, trafficking, stalking, gender harassment, and relationship violence; and
- WHEREAS** This is an opportunity for people of all genders, ages and backgrounds to join together and speak out about the effects of violence on survivors and to celebrate survivors' strength; and
- WHEREAS** On October 18, 2022 the people of Sault Ste. Marie are invited to gather together to stop the violence and Take Back the Night by participating in a march to demonstrate their commitment to eliminate violence in our community:

**NOW THEREFORE,** I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby declare **October 18, 2022** as "**TAKE BACK THE NIGHT**" and encourage all residents of the city to attend this event.

Signed,

Christian Provenzano  
MAYOR



OFFICE OF THE MAYOR

PROCLAMATION

- WHEREAS** In 2016, the House of Commons officially recognized October as Hispanic Heritage Month and two years later Latin American Heritage Month was officially recognized as well; and
- WHEREAS** Hispanic Canadian Heritage Month provides the 23 Latin-Hispanic countries with the opportunity to share information with other cultural communities within the context of the Canadian values while preserving their language, diverse cultures and traditions; and
- WHEREAS** Hispanic and Latin American Heritage Month is an opportunity to celebrate the achievements and contributions of Hispanic Canadians as well as share their history, contributions, and culture; and
- WHEREAS** Hispanic Canadians are committed to preserving their rich heritage and language while contributing to the growth and development of the City of Sault Ste. Marie and our Canadian mosaic in the fields of art, music, literature, film, economics, science, sport, medicine, education, and public life; and
- WHEREAS** Hispanic Canadian Heritage Month demonstrates the City of Sault Ste. Marie’s commitment to equity and inclusion through community initiatives, participation, engagement, and activities:

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim the month of **October 2022** as “**Latin/Hispanic Heritage Month**”.

Signed,

Christian Provenzano  
MAYOR



## OFFICE OF THE MAYOR

### PROCLAMATION

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**WHEREAS** In 1909, a technical training wing within Sault Collegiate Institute was opened and it led to the establishment of the Sault Technical and Commercial High School in 1922; and

**WHEREAS** The school evolved from a technical and commercial school to a composite school in 1969; being known as Lakeway Collegiate and Vocational School until it closed in 1987; and

**WHEREAS** Former students will be gathering to celebrate the school's 100-year Anniversary with a reunion to be held in October 2022. Classmates will come together from across the country to make a special effort to be a part of it; and

**WHEREAS** Graduates have become outstanding examples of civic minded citizens who have contributed to our community:

**NOW THEREFORE**, I, Christian Provenzano, Mayor of the City of Sault Ste. Marie, do hereby proclaim **October 7 to 9, 2022** as "**Reunion Weekend**" for former students of the Tech/Lakeway Collegiate and Vocational School, and wish a memorable and enjoyable for attendees.

Signed,

Christian Provenzano  
MAYOR



## OFFICE OF THE MAYOR

# PROCLAMATION

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**WHEREAS** The Canadian Royal Purple recognizes the intersection of Acquired Brain Injury and the incidence of Interpersonal Violence which affects as high as one in three women in Canada; and

**WHEREAS** The third Thursday of October is recognized as a special day of connection between the Canadian Royal Purple, the communities it serves and women's shelters across Canada; and

**WHEREAS** The Canadian Royal Purple has adopted brain injury awareness and prevention as their official cause; and

**WHEREAS** Sault Ste. Marie Royal Purple Lodge 155 is a valuable asset to our community:

**NOW THEREFORE**, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **October 20, 2022** as "**Canadian Royal Purple's National Purple Thursday**" in Sault Ste. Marie and recognize Purple Thursday as a special day of recognition within our community.

Signed,

Christian Provenzano  
MAYOR

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**Sault Ste. Marie  
Battery Energy Storage Facility**

**MiGEN**

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**A JOINT DEVELOPMENT  
PROJECT BY:**

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**SB Energy**

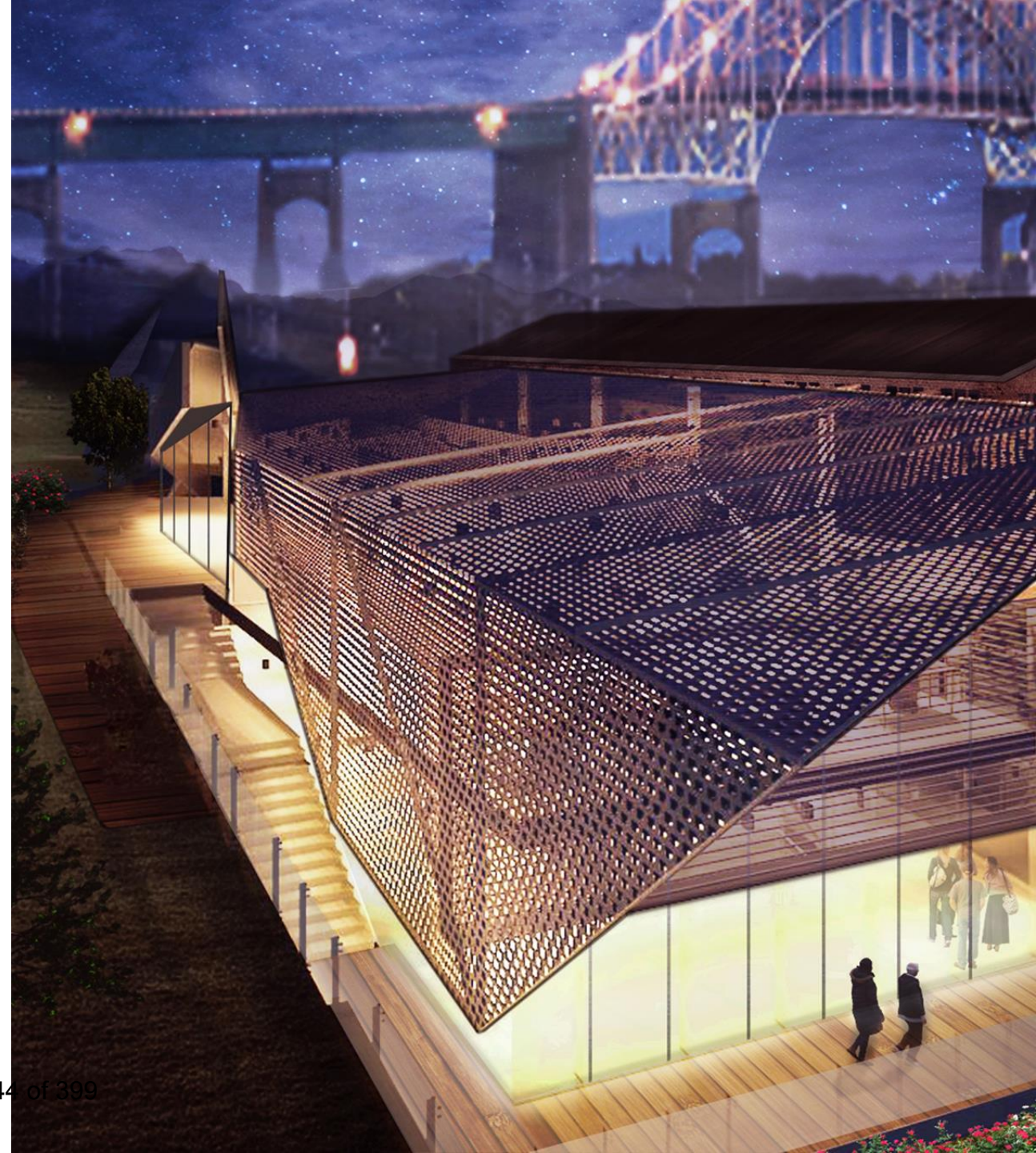
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**Bioveld Energy Ventures**

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**The BMI Group**

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# Sault Ste. Marie Battery Energy Storage Facility

Location and General Specifications

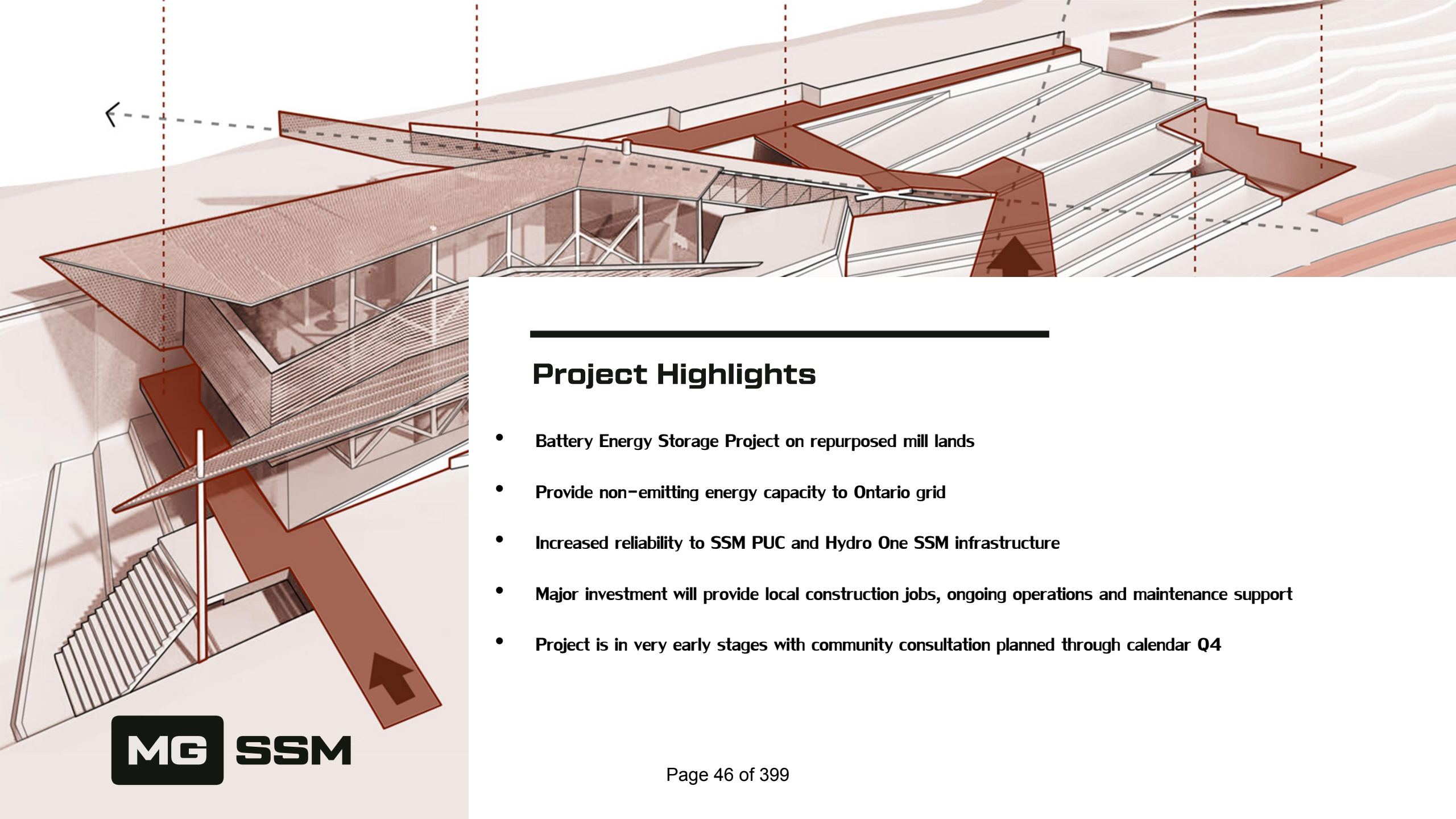
Investment: \$300M Approximate

Storage Capacity: Approx. 150 MW pending IESO grid analysis

Technology: Lithium-Ion or Flow Battery

Location: 95 Huron St.





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## Project Highlights

- **Battery Energy Storage Project on repurposed mill lands**
- **Provide non-emitting energy capacity to Ontario grid**
- **Increased reliability to SSM PUC and Hydro One SSM infrastructure**
- **Major investment will provide local construction jobs, ongoing operations and maintenance support**
- **Project is in very early stages with community consultation planned through calendar Q4**

# MILLIGEN

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## Community Impact

- Project enhances Sault Ste. Marie's position as an innovation leader in the energy sector
- Site will require installation of grid equipment and battery components
- Existing historic structures to be maintained
- Minimal environmental, noise and traffic impact post construction



Renderings are based on mill site topology and are used for illustration purposes. They may not reflect final designs.

The image shows a large, multi-story industrial building constructed from rough-hewn stone. The building features several levels of arched windows, some of which are dark and appear to be boarded up or empty. The architecture is characteristic of Richardson Romanesque style. In the background, a large steel truss bridge spans a river, and the sky is clear and blue. The overall scene suggests a historic industrial site being revitalized.

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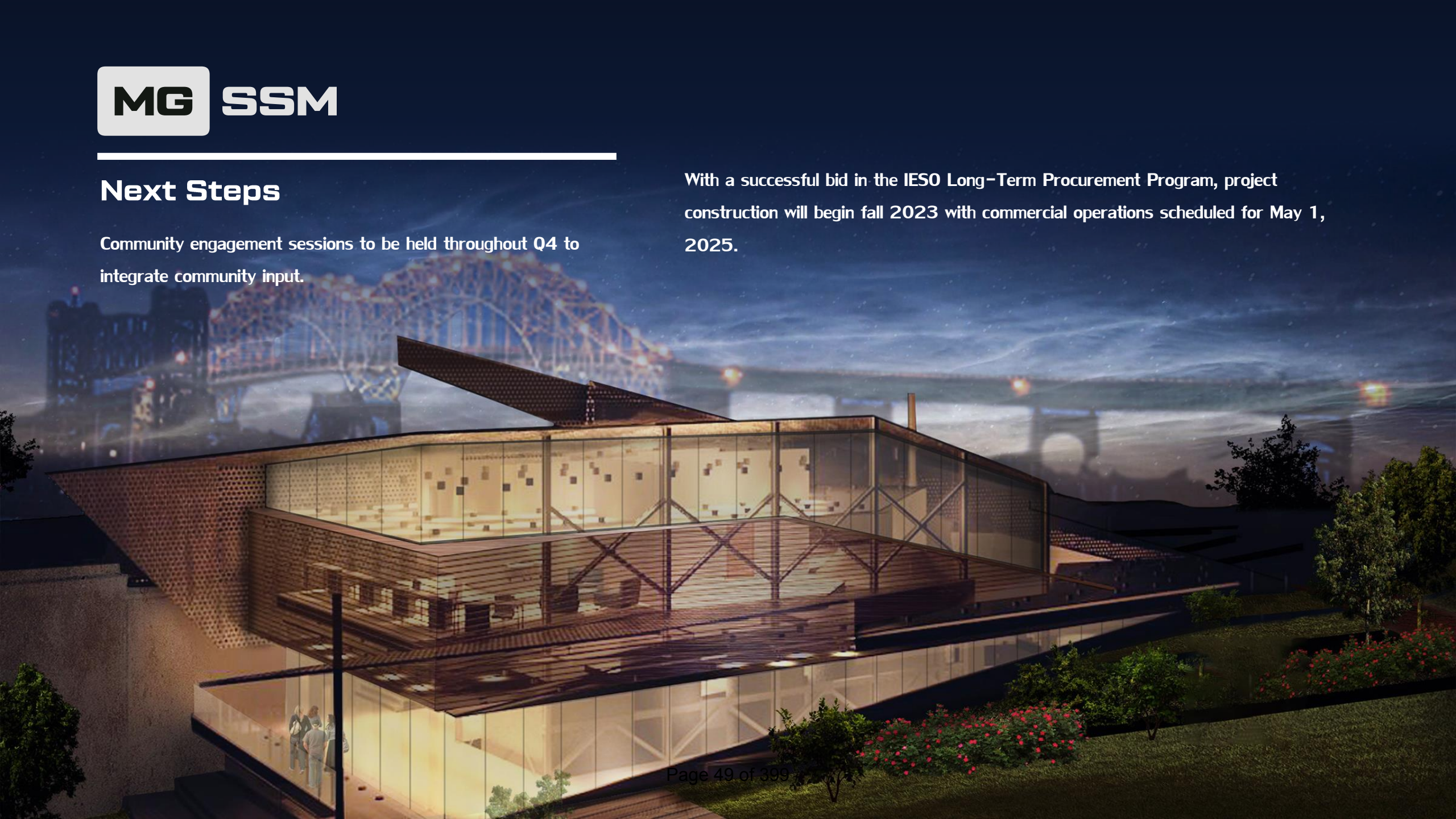
## Invest, Restore, Revitalize

A successful bid in the IESO Long-Term Procurement Program provides the potential to attract investment for developing the last significant industrial Richardson Romanesque buildings in Canada.

## Next Steps

Community engagement sessions to be held throughout Q4 to integrate community input.

With a successful bid in the IESO Long-Term Procurement Program, project construction will begin fall 2023 with commercial operations scheduled for May 1, 2025.



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**Sault Ste. Marie  
Battery Energy Storage Facility**

**MILIGEN**

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**Jackson Salovaara**

Vice President, Strategy and Investments at SB Energy  
(SoftBank Group)

[Jackson@sbenergy.com](mailto:Jackson@sbenergy.com)



**Paul Veldman**

Managing Partner

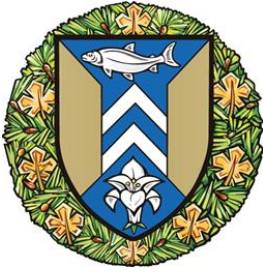
[paul@thebmigroup.ca](mailto:paul@thebmigroup.ca)



**Tom May**

Project Development

[tmay@bioveldenergy.com](mailto:tmay@bioveldenergy.com)



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Malcolm White, CAO  
DEPARTMENT: Chief Administrative Officer  
RE: Outstanding Resolutions Update

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**Purpose**

To advise Council of a new reporting system for outstanding resolutions of Council and to recommend disposition of 3 resolutions on the current list.

**Background**

Presently, stand-alone resolutions of Council are tracked on a listed document that is updated and provided to Council on a quarterly basis. As items are reported back to Council, they are removed from the list. If an item has interim reports to Council it is outlined in the notes section.

There are also 3 resolutions on the current list that staff are recommending to be removed, namely Employee Innovation Program, Red Pine Drive and Service Delivery Review.

**Analysis**

Elsewhere on the agenda is a report on the Strategic Plan and the utilization of the Envisio software package to manage, track and report on the plan. Now that the Strategic plan has been fully implemented into the Envisio package, staff will be developing a separate section in Envisio for outstanding resolutions. The advantages to this approach will include a more robust and formalized tracking of progress on addressing resolutions at the staff level as well as more detailed reporting to Council regarding the administrative steps and work being done towards the eventual report back to Council. The CAO will receive monthly updates concerning progress on the resolutions which will be compiled for Council's review on a quarterly basis.

As noted in the previous section, there are 3 resolutions that are being recommended to be removed from the list:

Employee Innovation Program – This program was implemented by the previous CAO for the 2018 budget process. The program elicited a handful of responses, none of which would have had a material effect on the 2018 budget. The suggestions were anonymous in nature and primarily centred around ways the

## Outstanding Council Resolutions

September 19, 2022

Page 2.

corporation could add to levels of service provided rather than reducing or streamlining services.

Red Pine Drive – this resolution requested that a road assumption policy be developed. This resolution was addressed at the 2019 09 07 Caucus meeting of Council as there were a number of legal implications included in the report. In essence, we have an existing policy that covers the assumption of roads and can proceed as needed subject to available capital transportation funds and prioritization.

Service Delivery Review – this resolution responded to the Opportunities Analysis Report that was part of the comprehensive Municipal Service Delivery Review. The action items associated with this are being addressed through the Strategic Plan and will be reported on through that plan, either as stand-alone reports (ie Winter Control, Fleet Review) or as part of the quarterly Strategic Plan reporting that will be occurring through Envisio.

### **Financial Implications**

There are no financial implications associated with this report.

### **Strategic Plan / Policy Impact**

This report addresses aspects of reporting to Council through the Corporate Strategic plan.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated September 19, 2022 concerning Outstanding Resolutions Update be received and that the following items be removed: Employee Innovation Program, Red Pine Drive and Service Delivery Review.

Respectfully submitted,

Malcolm White

CAO

705.759.5347

[cao.white@cityssm.on.ca](mailto:cao.white@cityssm.on.ca)

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
26-Sep-16	Legal	Off Road Vehicle Use on Municipal Roadways	K. Fields	Q4 2022	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	Q3 2022		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
8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q4 2022	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; Heritage Walk budget approved (St. Marys River and Bay Street heritage features; and new Queen Street Streetscape design underway). Report May 24, 2022 – Agenda item 7.9 – approved waterfront boardwalk panels	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
11-Sep-17	Legal	Red Pine Drive	K. Fields	Q3 2022	Pending	Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M. Shoemaker J. Krmpotich
9-Apr-18	CD&ES	Snow Dumps	P. Tonazzo	Q2 2023		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 2022	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 2022	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

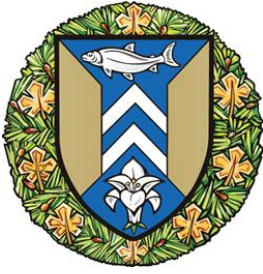
4-Mar-19	CD&ES	Active Transportation	P. Tonazzo	Q2 2023	Report December 13, 2021 – item 6.3 – Active Transportation Master Plan project approved and RFP awarded. Report August 29, 2022 – Agenda item 7.11 – fall public consultation planned	Report as part of the preliminary capital budget identifying how 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
6-May-19	CD&ES Legal	Transient Accommodations	P. Tonazzo K. Fields	Q3 2022	Report July 12, 2021 – Agenda Item 7.7.1 – proceed with public consultation; Report August 8, 2022 – Agenda item – proceed with formal public notice, by-law will appear at future Council meeting	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 2022	Report May 24, 2022 – Agenda item 7.5 – recommendation postponed until Q4 2023 due to Queen Street streetscape improvements	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	P. Tonazzo	Q3 2023	Report August 29, 2022 – Agenda item 7.11 – Active Transportation Management Plan will include guidelines for complete streets.	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
6-Jan-20	CAO	Service Delivery Review	M. White	Q3 2022		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	M. White P. Johnson	Q4 2022		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 PW&ES	Snowmobile Road Use	T. Vair L. Girardi	Q4 2022		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	P. Tonazzo	Q2 2022		Investigate adding any and all commercial assessment growth as an eligible category to the Community Improvement Program.	M. Shoemaker R. Niro
12-Apr-21	CAO	Sustainable Development	M. White	Q1 2023		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
14-Jun-21	CD&ES	Snowdon Park Tragedies	T. Vair	Q4 2022		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
15-Nov-21	Corporate Services	Boards and Committees Review 2021	R. Tyczinski S. Schell	Q4 2022	Report April 11, 2022 – Agenda item 7.4 – next Council to determine the Finance Committee Terms of Reference	Report back to Council with options for Finance Committee and Walk of Fame Selection Committee.	L. Dufour M. Scott
13-Dec-21	PW&ES	AIM Recycling	L. Girardi C. Rumiell	Q4 2022	Report August 8, 2022 – Agenda item 7.20 – by-law to return at a future Council meeting, and enforcement requirements to be referred to 2023 Budget	Staff to review whether a business licensing approach can be used to address some of the concerns noted by residents in the area of AIM Recycling and, by extension, the community at large concerning existing or future salvage/metal processing operations.	C. Gardi M. Scott
13-Dec-21	Corporate Services	Taxi Licensing	R. Tyczinski	Q4 2022	Report August 8, 2022 – Agenda item 7.2 – by-law to return at a future Council meeting, and enforcement requirements to be referred to 2023 Budget	City and Police Service to assess how the administration and enforcement of the by-law is operating and report back with any recommendations.	L. Vezeau-Allen D. Hilsinger
31-Jan-22	PW&ES	Multi-Year Replacement Plan – Small Engine Machinery	L. Girardi	Q4 2022		Report on the feasibility of replacing any small engine equipment with electric small engine equipment as the existing equipment reaches the end of its useful life.	M. Shoemaker P. Christian
31-Jan-22	CAO	Administrative Support to Police Services	M. White	Q4 2022		CAO to work with the Police Chief and respective senior staff to assess the City providing further administrative services to Sault Ste. Marie Police Services in an effort to decrease the cost to ratepayers.	L. Vezeau-Allen M. Shoemaker
22-Feb-22	CD&ES	Activation of Downtown	T. Vair	Q4 2022		Return to Council with the City of Sault Ste. Marie's plan for additional activation of Queen Street or nearby areas.	M. Shoemaker D. Hilsinger
22-Feb-22	CD&ES	Butterfly House Proposal	T. Vair	Q4 2022		Work with Entomica to assess the feasibility of a butterfly house in Sault Ste. Marie and report back to Council.	D. Hilsinger L. Dufour

22-Feb-22	CD&ES	Community Improvement Plan	T. Vair P. Tonazzo	Q2 2024	Staff draft and bring back to Council a community improvement plan that addresses both the adaptive re-use of existing buildings in the community, and the option of demolishing and redeveloping unsalvageable buildings in the community within six months.	M. Shoemaker L. Dufour
21-Mar-22	CD&ES	Housing Supply	T. Vair P. Tonazzo	Q1 2023	Staff report on the potential benefits and costs of Sault Ste. Marie adopting 'as of right' zoning in its new Official Plan.	L. Dufour P. Christian
21-Mar-22	CAO CD&ES	Undeveloped Property in "Gateway" Site	M. White T. Vair	Q4 2022	The CAO and Deputy CAO, CDES work with the SSM Housing Corporation to consider and assess a high density residential development for the Gateway Site and report back.	L. Dufour D. Hilsinger
21-Mar-22	PW&ES	Snow Windrow Clearing	L. Girardi	Q4 2022	Staff report regarding potential options for the clearing of heavier/larger than usual snow windrows, including associated costs, criteria for removal, and time frames for removal.	C. Gardi D. Hilsinger
11-Apr-22	CD&ES	Light Pollution	T. Vair P. Tonazzo	Q3 2022	Staff review existing light pollution by-laws from other communities and make a recommendation on how a light pollution by-law might be implemented and enforced in the City of Sault Ste. Marie.	S. Hollingsworth P. Christian
13-Jun-22	CD&ES	Charging Infrastructure	T. Vair	Q4 2022	Develop a charging infrastructure plan that will advance policies to accelerate local charging infrastructure, and to include possible changes to local building codes to ensure electric vehicle readiness/inclusion in future commercial, industrial and residential development within the municipality of Sault Ste. Marie.	C. Gardi L. Vezeau-Allen
13-Jun-22	PW&ES	Laneway Maintenance	L. Girardi	Q1 2023	Staff to report on how a proactive system could be develop with relevant partners to ensure that laneways are clean, maintained and well lit, not just in downtown but across all neighbourhoods, including the James Street neighbourhood of the City.	L. Dufour L. Vezeau-Allen
13-Jun-22	PW&ES	Pine Street Sidewalk Extension	L. Girardi C. Rumiel	Q3 2022	Staff report on the feasibility and costs of extension of this sidewalk to better support active transportation in our community.	L. Vezeau-Allen L. Dufour

11-Jul-22	Legal PW&ES	Property Standards By-law Update	K. Fields L. Girardi	Q3 2022	Provide an updated report regarding successes and/or challenges with the new Property Standards By-Law, including potential actions the City might take to decrease the number of repeat offenders and perpetually vacant buildings, ensuring a larger and more affordable supply of housing stock.	L. Dufour R. Niro
11-Jul-22	Legal PW&ES	Vacant Property Maintenance	K. Fields L. Girardi	Q3 2022	Review the Yard Maintenance By-Law and report back with amendments that will address yard maintenance, and specifically long grass found on properties which are left vacant. Remedies should consider, but not be restricted to: significant fines; higher administrative charges; daily cumulative charge; a process that would have a contractor tender the work sooner; update wording on orders to comply; greater consequences for repeat offenders (including properties that may be from different civic addresses but same owners).	R. Niro L. Dufour

29-Aug-22



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer/Treasurer  
DEPARTMENT: Corporate Services  
RE: 2022 City of Sault Ste Marie Credit Rating

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**Purpose**

The purpose of this report is to provide information on the City's credit rating published by S&P Global Ratings on September 14, 2022.

**Background**

The City has engaged S&P Global Ratings to provide an annual credit rating. The rating is a forward-thinking opinion about creditworthiness. The rating score is based upon key factors such as Institutional Framework, Economy, Financial Management, Budgetary Performance, Liquidity and Debt Burden. A Rating Score Snapshot can be found in the Ratings Direct report appended to this report.

On June 1, 2022 S&P Global Ratings raised its ratings on 21 and affirmed its ratings on 13 Canadian municipalities due to a revision of their institutional framework assessment for Canadian municipalities to extremely predictable and supportive from very predictable and well balanced. The change in the ratings raised the City of Sault Ste. Marie from AA (stable) to AA+ (stable).

**Analysis**

The City of Sault Ste Marie credit rating has been maintained at AA+ (stable) for 2022. As stated in the report the stable outlook reflects an expectation that "Sault Ste Marie will maintain robust budgetary results" and "the City will keep tax-supported debt below 30% of operating revenues through 2024, while preserving a healthy liquidity position". The report also states that "the City continues to face socioeconomic and geographic hurdles that may stymie potential growth" but notes that "the City continues to gradually diversify from its traditional resource-based economy to other sectors such as tourism". In the medium-term economic growth is anticipated to be muted relative to that of Canada.

Future credit rating increases will depend on the City's economic gains and improving budgetary practices with structured long term financial planning.

**Financial Implications**

A strong credit rating will assist the City's ability to obtain long term debt at competitive rates. The Rating Outlook as "stable" means that the rating is not likely to change in the next two years.

**Strategic Plan / Policy Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer/Treasurer dated September 19, 2022 concerning the 2022 City of Sault Ste. Marie Credit Rating be received as information.

Respectfully submitted,

Shelley J. Schell, CPA, CA  
Chief Financial Officer/Treasurer  
705.759.5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)

# City of Sault Ste. Marie

September 14, 2022

This report does not constitute a rating action.

## Credit Highlights

### Overview

Credit context and assumptions	Base-case expectations
A recovering economy and sound financial management practices will support Sault Ste. Marie's creditworthiness.	Strong budgetary performance will continue to assist in managing debt levels.
The city continues to face demographic challenges.	We expect the city will produce strong operating margins in the near term
We expect financial management practices will remain prudent, which will allow Sault Ste. Marie to maintain strong budgetary surpluses and finance the majority of its capital plan internally.	We believe the city will proceed with the planned capital program and will achieve overall after-capital surpluses, which will help to keep debt levels manageable.
We believe the city's relationship with the Province of Ontario will remain extremely predictable and supportive.	Despite additional borrowings, Sault Ste. Marie's debt burden will remain very low, and the city's robust liquidity will continue to support its creditworthiness.

### PRIMARY CONTACT

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an S&P Global Ratings affiliate  
Mumbai

On June 1, 2022, S&P Global Ratings raised its rating on the City of Sault Ste. Marie to 'AA+' from 'AA', following the revision of the Canadian municipal institutional framework assessment to extremely supportive and predictable from very predictable and well-balanced (see "Various Rating Actions Taken On Canadian Municipal Governments On Improved Institutional Framework Assessment," published June 1, 2022, on RatingsDirect). We believe the city's main industries--including manufacturing and forestry--will support the city's ongoing economic growth. However, the city continues to face socioeconomic and geographic hurdles that may stymie potential economic growth. Nevertheless, despite capital requirements necessary to support growth-related projects, the city will continue to post overall after-capital surpluses. In our view, this will support the city's maintenance of a modest debt burden and a robust liquidity position.

## Outlook

The stable outlook reflects S&P Global Ratings' expectation that, in the next two years, Sault Ste. Marie will maintain robust budgetary results, demonstrating operating and after-capital surpluses, on average. We also expect the city will keep tax-supported debt well below 30% of operating revenues through 2024, while preserving a healthy liquidity position.

### Downside scenario

Although unlikely, we could lower the rating in the next two years if budgetary results deteriorate, such that after-capital balances slip into a sustained deficit position of more than 5% of total revenues, on average, leading to reduced internal resources and increased reliance on debt funding for capital, bringing the debt burden closer to 30% of operating revenues.

### Upside scenario

We could raise the rating if the economy expands, growth prospects notably pick up, management demonstrates a commitment to codified long-term planning, and budgetary practices significantly improve. However, we view this scenario as unlikely within the next two years.

## Rationale

### A recovering economy and sound financial management practices will continue to support Sault Ste. Marie's creditworthiness.

Sault Ste. Marie is the third-largest city in Northern Ontario and relies mainly on steel manufacturing and forestry. Although the city continues to gradually diversify from its traditional resource-based economy to other sectors such as tourism, we believe that medium-term economic and related GDP growth will remain muted relative to that of Canada. While GDP per capita is not available at the local level, we estimate it to be somewhat below the national level of about US\$56,000 based on the city's income data. Sault Ste. Marie's challenging demographic profile limits the city's growth prospects, in our view. According to the 2021 Canadian Census, the local population declined by about 1.8% over a five-year period, and approximately a quarter of the local population is over the age of 65 (compared with the national level of 19%). We continue to monitor the success of the Rural and Northern Immigration Pilot program, a federal government project to help smaller rural and northern communities attract and retain foreign skilled workers to meet their economic development and labor market needs.

In our view, Sault Ste. Marie demonstrates satisfactory financial management. Disclosure and transparency are what we characterize as good, and the city prepares one-year operating and capital budgets annually, with a four-year capital forecast. Senior staff is experienced, and we believe that debt and liquidity management is prudent. The city updated its investment policy as well as its debt management and capital financing policies in September 2020 and is looking to develop further long-term plans over the medium term.

As do other Canadian municipalities, Sault Ste. Marie benefits from an extremely predictable and supportive local and regional government framework that has demonstrated high institutional stability and evidence of systemic extraordinary support in times of financial distress. Most recently through the pandemic, senior levels of government provided operating and transit-related grants to municipalities, in addition to direct support to individuals and businesses. Although provincial governments mandate a significant proportion of municipal spending, they also provide operating fund transfers and impose fiscal restraint through legislative requirements to pass balanced operating budgets. Municipalities generally have the ability to match expenditures well with revenues, except for capital spending, which can be intensive. Any operating surpluses typically fund capital expenditures and future liabilities (such as postemployment obligations) through reserve contributions. Municipalities have demonstrated a track record of strong budget results; debt burdens, on average, are low compared with those of global peers and growth over time has been modest.

### Strong budgetary performance will continue to assist in managing debt levels

Due to the stability of the city's primary revenue source, property taxes, we believe Sault Ste. Marie will be able to weather economic headwinds during the outlook horizon. On average, we expect operating balances will remain above 14.5% of operating revenues in our base-case scenario for 2020-2024. We expect after-capital balances will narrow to a modest surplus of about 1% of total revenues on average in 2020-2024, despite near-term capital requirements, which include sanitation sewer projects and recreation

facilities. The city's five-year capital plan over 2020-2024 totals C\$250 million, with annual spending averaging about C\$50 million. We believe Sault Ste. Marie has average budgetary flexibility.

We expect Sault Ste. Marie will issue C\$14.5 million next year to fund capital; however, tax-supported debt will remain very low, at less than 6% of operating revenues in 2024. This includes C\$1 million in debt of the Public Utility Commission (PUC) of Sault Ste. Marie, which the city guarantees. We believe that interest payments will remain modest, at less than 1% of operating revenues through 2024. We do not consider the debt of Sault Ste. Marie's government-related entities, PUC Inc. and PUC Services Inc., as a contingent liability, because we believe the likelihood of the city providing extraordinary support in a stress scenario is low.

Sault Ste. Marie maintains a robust liquidity position and satisfactory access to external liquidity for refinancing needs, in our view. We estimate that its free cash will average more than C\$95 million in the next 12 months and cover more than 37x estimated debt service for the period.

### City of Sault Ste. Marie Selected Indicators

Mil. C\$	2019	2020	2021	2022bc	2023bc	2024bc
Operating revenue	208	200	213	220	226	231
Operating expenditure	181	165	187	189	194	198
Operating balance	27	35	26	31	32	34
Operating balance (% of operating revenue)	12.8	17.4	12.1	14.2	14.0	14.6
Capital revenue	10	15	17	19	19	37
Capital expenditure	37	51	56	39	41	63
Balance after capital accounts	0	(1)	(14)	12	9	8
Balance after capital accounts (% of total revenue)	0.0	(0.6)	(6.0)	5.0	3.9	2.9
Debt repaid	2	2	1	1	2	2
Gross borrowings	0	0	0	0	15	0
Balance after borrowings	(2)	(3)	(14)	11	22	6
Direct debt (outstanding at year-end)	3	4	3	2	15	14
Direct debt (% of operating revenue)	1.6	2.0	1.6	1.1	6.8	5.9
Tax-supported debt (outstanding at year-end)	8	8	7	5	17	15
Tax-supported debt (% of consolidated operating revenue)	4.1	4.2	3.3	2.4	7.6	6.3
Interest (% of operating revenue)	0.1	0.1	0.0	0.1	0.4	0.4
Local GDP per capita (\$)	--	--	--	--	--	--
National GDP per capita (\$)	46,328.7	43,258.3	51,987.9	56,006.4	58,012.8	58,081.4

The data and ratios above result in part from S&P Global Ratings' own calculations, drawing on national as well as international sources, reflecting S&P Global Ratings' independent view on the timeliness, coverage, accuracy, credibility, and usability of available information. The main sources are the financial statements and budgets, as provided by the issuer. bc--Base case reflects S&P Global Ratings' expectations of the most likely scenario. C\$--Canadian dollar. \$--U.S. dollar.

## Ratings Score Snapshot

Key rating factors	Scores
Institutional framework	1
Economy	3
Financial management	3
Budgetary performance	1
Liquidity	1
Debt burden	1
Stand-alone credit profile	aa+
Issuer credit rating	AA+

S&P Global Ratings bases its ratings on non-U.S. local and regional governments (LRGs) on the six main rating factors in this table. In the "Methodology For Rating Local And Regional Governments Outside Of The U.S.," published on July 15, 2019, we explain the steps we follow to derive the global scale foreign currency rating on each LRG. The institutional framework is assessed on a six-point scale: 1 is the strongest and 6 the weakest score. Our assessments of economy, financial management, budgetary performance, liquidity, and debt burden are on a five-point scale, with 1 being the strongest score and 5 the weakest.

## Key Sovereign Statistics

Sovereign Risk Indicators, July 11, 2022. An interactive version is available at <http://www.spratings.com/sri>

## Related Criteria

- Sector And Industry Variables | Criteria | Governments | Sovereigns: Sovereign Rating Methodology, Feb. 23, 2022
- General Criteria: Environmental, Social, And Governance Principles In Credit Ratings, Oct. 10, 2021
- Criteria | Governments | International Public Finance: Methodology For Rating Local And Regional Governments Outside Of The U.S., July 15, 2019
- General Criteria: Principles Of Credit Ratings, Feb. 16, 2011

## Related Research

- Canada Real-Time Data: Summer Slowdown, Aug. 4, 2022
- Economic Outlook Canada Q3 2022: Near-Term Growth To Slow Amid Faster Rate Hikes And Surging Inflation, June 27, 2022
- Institutional Framework Assessment: Canadian Municipalities, June 1, 2022
- Various Rating Actions Taken On Canadian Municipal Governments On Improved Institutional Framework Assessment, June 1, 2022
- S&P Global Ratings Definitions, Nov. 10, 2021
- Guidance: Methodology For Rating Local And Regional Governments Outside Of The U.S., July 15, 2019

Ratings Detail (as of September 14, 2022)\*

<b>Sault Ste. Marie (City of)</b>	
Issuer Credit Rating	AA+/Stable/--
<b>Issuer Credit Ratings History</b>	
01-Jun-2022	AA+/Stable/--
11-Sep-2019	AA/Stable/--
06-Oct-2015	AA-/Stable/--

\*Unless otherwise noted, all ratings in this report are global scale ratings. S&P Global Ratings credit ratings on the global scale are comparable across countries. S&P Global Ratings credit ratings on a national scale are relative to obligors or obligations within that specific country. Issue and debt ratings could include debt guaranteed by another entity, and rated debt that an entity guarantees.

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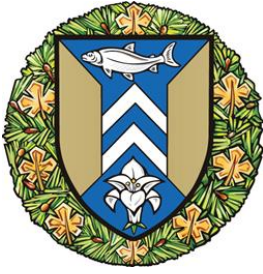
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**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

September 20, 2022

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

---

**Purpose**

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

**Background**

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

**Analysis**

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

**Financial Implications**

There is an annual budget allocation for tax write-offs. The decreased revenue of \$9,056.30 can be accommodated within the existing budget allocation.

**Strategic Plan / Policy Impact**

Not applicable.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation dated September 20, 2022 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Sections 354 and 357 of the Municipal Act be approved.

Respectfully submitted,

Lisa Petrocco, CPA, CGA  
Manager of Taxation  
705.541.7065  
[l.petrocco@cityssm.on.ca](mailto:l.petrocco@cityssm.on.ca)

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

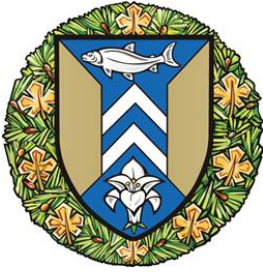
THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
PROPERTY TAX APPEALS

DATE: 2022 09 20  
PAGE: 1 of 1

ROLL #	PROPERTY ADDRESS	PERSON ASSESSED		TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
2022									
010-008-047-00	00020 PARKDALE DR	MCKENNA, MARK DONALD	MCKENNA, JACLYN ELIZABETH	RT	D(i)	22-010	(115.40)	-	(115.40)
010-070-033-00	01447 TRUNK RD	MISTRY, DAXABEN		RT	D(i)	22-011	(2,843.79)	(8.58)	(2,852.37)
020-011-081-00	01077 WELLINGTON ST E	ROUGEAU, ROSALIND LEONORA	ROUGEAU, RICHARD MARCEL ES	RT	D(i)	22-012	(82.43)	-	(82.43)
020-042-212-00	00078 BINGHAM ST	SAULT STE. MARIE CITY		GT>E	A	22-013	(1,199.96)	(59.58)	(1,259.54)
040-023-010-00	00061 WELLINGTON ST E	GAETZ, MICHAEL	GAETZ, JESSICA	RT	D(ii)	22-014	(544.03)	(16.62)	(560.65)
040-023-158-00	00013 ABBOTT ST	MACDONALD, WILLIAM ARTHUR	TERHORST, JENNIFER EMYLIA	RT	D(i)	22-015		Assessment Confirmed	
040-024-029-00	00149 GORE ST	DELUCA, VINCENT CARMEN		CT/RT>CX	D(i)	22-016	(1,587.75)	(448.40)	(2,036.15)
050-028-054-00	00582 FARWELL TERR	FAILOGNA, MARIETA SUGUITAN	FAILOGNA, NESTOR BUMANGLA	RT	D(i)	22-017	(98.91)	-	(98.91)
050-070-026-00	01452 PEOPLES RD	ROLLINS, CHRISTINE	ROLLINS, ERIC BRADLEY	RT	G	22-018	(1,038.60)	(9.55)	(1,048.15)
050-080-026-00	00000 OLD GOULAIS BAY RD	DAVE SMITH LIMITED		CT/IT	D(i)	22-019	(1,002.70)	-	(1,002.70)
REPORT TOTAL							\$ (8,513.57)	\$ (542.73)	\$ (9,056.30)

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

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



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Finance Department  
RE: RFP – External Audit Services Joint Request City of Sault Ste. Marie & PUC Group of Companies

---

**Purpose**

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of External Audit Services a Joint Request of the City of Sault Ste. Marie & PUC Group of Companies for a period of five (5) years with option to renew for up to two 1-year periods. Staff is seeking Council approval of the Evaluation Committee's recommendation.

**Background**

The Request for Proposal was publicly advertised, and proposal document forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on August 18, 2022.

**Analysis**

Proposals from two (2) proponents were received prior to the closing date.

BDO Canada LLP  
KPMG LLP

The proposals received have been evaluated by a committee comprised of staff from City Finance Administration Division; City Finance Committee, Sault Ste. Marie District Social Services Administration Board, Sault Ste. Marie Public Library, & Algoma Public Health; and as well jointly with PUC Group of Companies.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process was KPMG LLP. KPMG LLP is presently providing External Audit Services for the City of Sault Ste. Marie.

**Financial Implications**

Fees of approximately \$163,100 (plus HST) to City of Sault Ste. Marie & local boards; will be billed in the first year for these services, with adjustments for each subsequent year.

The City will be responsible for fees of approximately \$80,000 (plus HST) for the 2022 year end audit; with its Boards and Agencies responsible for the balance.

**Strategic Plan / Policy Impact**

Provision of External Audit Services is an operational matter not articulated in the corporate Strategic Plan.

**Recommendation**

It is therefore recommended that Council take the following action:

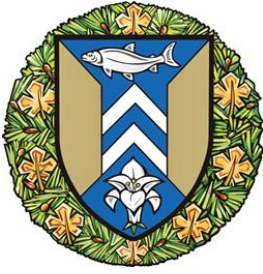
Resolved that the report of the Manager of Purchasing dated September 19, 2022 concerning External Audit Services Joint Request City of Sault Ste. Marie & PUC Group of Companies be received and that KPMG LLP be awarded the contract for City of Sault Ste Marie (and local boards), whereby PUC Group of Companies will be a separate engagement.

The appointment as municipal auditor will be for a five (5) year period commencing with the 2022-year end audit; allowing for two (2) additional 1-year extensions by mutual agreement.

By-Law 2022-171 appointing KPMG LLP as the municipal auditor, pursuant to Section 296 of the Municipal Act, 2001, appears elsewhere on this Council Agenda.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.759.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Finance Department  
RE: RFP Engineering Service-Reconstruction for Blake,  
Wemyss and Biggings

---

**Purpose**

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of engineering services for the design, contract administration and field inspection of a municipal road including the associated storm sewers, sanitary sewers and watermain of the reconstruction of Blake Avenue (McNabb Street to Wawanosh Avenue); Wemyss Street (Pim Street to Trelawne Avenue); and Biggings Avenue (Queen Street to Wellington Street), which are planned for 2023 as required by Public Works & Engineering Services. Staff is seeking Council approval of the Evaluation Committee's recommendation.

**Background**

At the August 8, 2022 meeting, Council accepted as information the 2023 Capital Transportation Program which includes the Blake Avenue, Wemyss Street, and Biggings Avenue reconstructions in 2023.

A Request for Proposal for the provision of engineering associated with the planning, design, tendering and contract administration of these three reconstructions was issued to Vendors of Record (VOR) within the Linear Municipal Infrastructure Category. Proposals were required to be submitted for consideration no later than 4:00 p.m. on September 6, 2022.

**Analysis**

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

- Tulloch, Sault Ste. Marie, ON
- Kresin Engineering Corporation, Sault Ste. Marie, ON
- WSP Canada Inc., Sault Ste. Marie, ON
- Aecom Canada Ltd., Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of city staff from Public Works & Engineering, with oversight by Procurement.

It is the consensus of the Evaluation Committee that the successful proponents are as follows:

- Kresin Engineering     Blake Avenue
- Tulloch                 Wemyss Street
- Aecom Canada         Biggings Avenue

### **Financial Implications**

Kresin Engineering proposed fees of \$364,000 will result in a total expenditure of \$370,407 including the non-rebatable portion of HST.

Tulloch proposed fees of \$392,240 will result in a total expenditure of \$399,144 including the non-rebatable portion of HST.

Aecom Canada proposed fees of \$370,600 will result in a total expenditure of \$377,123 including the non-rebatable portion of HST.

As part of the 2022 budget process, \$200,000 total was approved for engineering work related to the 2023 Capital road projects. Kresin, Tulloch and Aecom's 2022 work can be accommodated with the \$200,000 previously approved, and shall be allocated between the three vendors by City Public Works & Engineering.

Additional work and costs will not commence until such time that Council approves the 2023 Capital Budget.

### **Strategic Plan / Policy Impact**

This Project is included in the Infrastructure focus area of the Corporate Strategic Plan.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated September 19, 2022 concerning Engineering Service-Reconstructions be received and that Kresin Engineering be awarded the contract for the Blake Avenue reconstruction, Tulloch be awarded the contract for the Wemyss Street reconstruction; and Aecom Canada be awarded the contract for the Biggings Avenue reconstruction, each subject to the following conditions to be added to the respective MEA Agreements for each reconstruction:

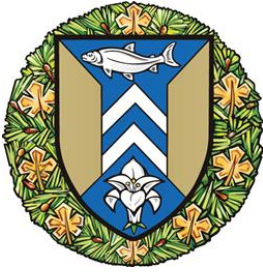
- (a) that the resulting MEA Agreements initiate the funding approved 2022 work of \$200,000.00 total to be allocated between the three vendors as determined by City Public Works & Engineering; and
- (b) that the balance of the work shall commence and only be payable by the City if and at such time that funding is approved within the 2023 Capital Budget as required by City Public Works & Engineering.

By-law 2022-156 to obtain Council approval to delegate authority to the CAO to execute the MEA Agreements for this project appears elsewhere on the Agenda.

RFP Engineering Service-Reconstruction for Blake, Wemyss, and Biggings  
September 19, 2022  
Page 3.

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.975.2762  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Brent Lamming, Director of Community Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: Assignment of Lease – John Rhodes Pro Shop

---

**PURPOSE**

The purpose of this report is to seek Council's approval to assign the Lease between 882206 Ontario Inc. o/a John Rhodes Pro Shop ("Pro Shop") and the Corporation of the City of Sault Ste. Marie ("City") to JaytEQ Pro Shop o/a John Rhodes Pro Shop, which will continue for the remainder of the term.

**BACKGROUND**

The Pro Shop has been in operation at the John Rhodes Community Centre since March 1, 2000. The existing tenant has been in place during this timeframe supported by successive renewals within the established lease. The last renewal term expires Feb. 28, 2025.

The Pro Shop has recently reached out to assign the lease per their letter attached (Appendix A).

**ANALYSIS**

The current lease allows for an assignment upon approval of Council and that any reasonable request will not be withheld.

The new proponent looking to take possession understands that it would only be for the remainder of the term and that, if they choose, would need to submit a new submission as part of the City's request for proposal process at the expiry of the term.

The Proponent is Mr. Jay Thomas and he has experience in the industry working for a related entity and most recently being equipment Manager for the Soo Greyhounds. Mr. Thomas has provided requested documentation in terms of business registration number and confirmation in terms of insurance with the Corporation of the City of Sault Ste. Marie being named as additional insured (Appendix B).

This will be a three (3)-way agreement between the City, 882206 Ontario Inc. and JaytEQ Pro Shop. 882206 Ontario Inc. would be responsible for all matters arising

up to date of assignment; and thereafter JaytEQ would be responsible for all matters that arise from date of assignment forward. The effective date of Assignment will be September 20, 2022.

The name of John Rhodes Pro Shop will continue and the business nature will continue as a Pro Shop. All terms and conditions remain the same. Staff are recommending the request.

**FINANCIAL IMPLICATIONS**

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

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated September 19, 2022 concerning Assignment of Lease – John Rhodes Pro Shop be received and that Council approve the execution of the Agreement.

By-law 2022-160 and assignment agreement appear elsewhere on the agenda.

Respectfully submitted,

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

## Appendix A



208 Queen Street E.  
Sault Ste. Marie, ON  
P6A 1Y7  
Tel: (705) 942-7060  
Fax: (705) 946-1232  
soosports@hotmail.com

August 15<sup>th</sup> 2022

Mr. Lamming and Mr.Santa Maria

I am submitting this letter regarding the John Rhodes Pro Shop. We have been a tenant since January 2000. We are expanding our product line downtown therefore my time has to be spent at the downtown locarion.

As a result we would like to transfer the existing lease to Jay Thomas,  
[jaythomas21@hotmail.com](mailto:jaythomas21@hotmail.com) 705 542-8202.

We would like the transfer of the lease brought up at the next city council meeting August 29<sup>th</sup> 2022. We have a tentative closing date of the transfer effective September 01 2022 upon approval of city council.

Sincerely

A handwritten signature in black ink that reads 'Steve Spina'.

Steve Spina  
Owner Soo Source for Sports

## Appendix B



### Letter of Intent

Date: September 6, 2022

Good morning Mr. Thomas, this letter will confirm that Ensuro Insurance Group Inc. does have an insurance market willing to provide you with insurance coverage for the John Rhodes Pro Shop in the amount of \$5,000,000 liability, with The Corporation of the City of Sault Ste. Marie named as a co-insured.

Thank-you

**Michael V. Parlow (R.I.B.O)**

A handwritten signature in black ink, appearing to read "Michael V. Parlow".

**Professional Insurance Advisor**

**Associate Partner**

116 March Street, Sault Ste. Marie, On, P6A 2Z3

T: 705-949-8482x3103

F: 705-949-2085

E: [mike@ensurco.ca](mailto:mike@ensurco.ca)

W: <http://ensurco.ca>



## Appendix B

August 24, 2022

Jaymie Thomas  
480 Northland Road  
Sault Ste. Marie, ON P6C 3N8

RE: John Rhodes Pro Shop

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To Whom It May Concern,

Please accept this letter as confirmation that Youngs Insurance has secured an insurance market willing to provide coverage for the business operations of Jaymie Thomas with respect to his purchase of the John Rhodes Pro Shop.

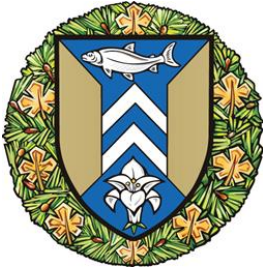
A certificate of Insurance will be issued on closing, to The City of Sault Ste. Marie, evidencing the following:

- \$5,000,000 Commercial General Liability
- The City of Sault Ste. Marie as Additional Insured on the policy

Sincerely,

A handwritten signature in black ink that reads 'Jamie Errington'. The signature is written in a cursive, flowing style.

Jamie Errington



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Virginia McLeod, manager of Recreation and Culture  
DEPARTMENT: Community Development and Enterprise Services  
RE: Ontario Heritage Act - Part IV Designation of the 119  
Woodward Avenue

---

**Purpose**

The purpose of this report is to seek Council's approval to designate 119 Woodward Avenue under the Ontario Heritage Act, due to its significant heritage value to the City of Sault Ste. Marie.

**Background**

The Sault Ste. Marie Municipal Heritage Committee (SSMMHC) advises City Council as to the cultural heritage value or interest of properties within the Municipality, and recommends the designation of significant properties under Part IV of the Ontario Heritage Act. This affords the property, and in particular, the designated heritage features special protection under the Act.

The Municipal Heritage Committee received a designation application for 119 Woodward Avenue.

The SSMMHC passed the following resolution at their meeting on June 1, 2022;

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the draft designation report for 119 Woodward Ave. and that the report be finalized and recommended for designation under Part IV of the Ontario Heritage Act; and further that a report be sent to City Council to request approval to proceed with designation."

**Analysis**

The attached designation report provides a detailed overview of the History of the 119 Woodward Avenue and description of the cultural heritage value and key heritage attributes.

Statement of Cultural Value or Interest

- The physical heritage features that are present are its overall design as an American Foursquare style home which was popular during the late 1800s and

early 1900s. The foundation of the building is sandstone that was excavated during the construction of the Sault Ste. Marie canal and the building retains some of the original lead glass windows.

- The building is an example of an American Foursquare style home.
- The building's foundation is made of local sandstone that was excavated during the construction of the Sault Ste. Marie Canal.
- The building has several of the original lead glass windows intact.
- Norman Bethune, an important figure in Canada's medical history, lived at this residence in 1905 while attending school in Sault Ste. Marie.
- The molded concrete blocks that make up the exterior of the building appear to be original.
- Albert H. Mahon constructed the building in 1903-1904.

### **Financial Implications**

There is no immediate budget impact. The property owner would be eligible to apply for a Designated Property Grant or enroll in the Heritage Property Tax rebate program in the future.

### **Strategic Plan / Policy Impact**

Focus Area – Quality of Life: Promotion of our City's arts, culture, historic and heritage sites as an essential component to achieving economic health.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated September 19, 2022 concerning Ontario Heritage Act - Part IV Designation of 119 Woodward Avenue be received and that the recommendation by the Sault Ste. Marie Municipal Heritage Committee to designate 119 Woodward Avenue under Part IV of the Ontario Heritage Act be approved.

Respectfully submitted,

Virginia McLeod  
Manager of Recreation and Culture  
705.759-5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)

# 119 Woodward Ave. Designation Report



**Location:** 119 Woodward Avenue  
PLAN 930 LOT 6 LOT 7 PLAN 878 Lot 18 PT Lot 19 PT.

### **Description of Property**

The building is a traditional American Foursquare single-family residence, constructed 1903-1904 by Albert H. Mahon. The building is approximately 2 ½ storeys tall and has four dormer windows at the top of the building's roof each on each face of the roof. The foundation is made from local sandstone excavated during the construction of the Sault Canal and the house exterior is constructed of decorative molded concrete blocks. The property has not undergone significant modifications, retaining the large open porch across the front and most of the original stained-glass windows. However, the rear porch has been extended and modernized over the years and a fire escape has been added to the building's second storey.

### **Statement of Cultural Heritage Value and Interest**

The physical heritage features that are present are its overall design as an American Foursquare style home which was popular during the late 1800s and early 1900s. The foundation of the building is sandstone that was excavated during the construction of the Sault Ste. Marie canal and the building retains some of the original lead glass windows.

What this property lacks in physical heritage features is more than compensated by its history in relation to the famous Canadian doctor Norman Bethune. The Bethune family was quite familiar with the fur trading traditions of the north. The family patriarch, the Reverend Doctor John Bethune (1751–1815), Norman's great-great-grandfather, established the first Presbyterian congregation in Montreal, largely to serve the Scottish fur traders when back at their home base. His great grandfather, Angus Bethune (1783–1858) joined the North West Company (NWC) at an early age and travelled extensively throughout what was the North West of Canada at that time, exploring and trading for furs. He also became Senior Officer for the NWC in its trading mission to China. Angus Bethune married Louise McKenzie (1793-1833), a Métis woman, who is buried near the Hudson's Bay Post at Michipicoten. Angus was appointed postmaster in Sault Ste. Marie in 1827, became Chief Trader for HBC in 1835 and retired in 1839 to Toronto. While in Sault Ste. Marie, he likely resided in the HBC Fort near the canoe lock.

Their son, Norman Bethune Sr., was educated as a doctor in Toronto and England, practiced in Scotland and Canada, and was one of the founders of the Upper Canada School of Medicine. Norman's father, the Rev. Malcolm Nicolson Bethune, was a Presbyterian minister, initially at Gravenhurst where Norman was born to his wife Elizabeth Goodwin and him in 1890. It was during one of his ministering assignments, that he is recorded as residing at 119 Woodward Ave. in 1905 when the house was newly built. At the time, Norman Jr. would have been 15 years of age. It is likely that he attended school at the Soo Business College, on the third floor of the Taylor Block, 484-8 Queen St. E. Norman completed high school in Owen Sound. He went on to the University of Toronto where his medical education was interrupted by WW I. He is

known in Canada for his work in perfecting instruments for thoracic surgery in Montreal, in Spain for developing a method to obtain blood in a mobile clinic to assist wounded soldiers during the Spanish Civil War and is revered in China for performing battlefield surgical operations on the front line for both sides in the revolutionary war. He died in China in 1939.

**List of Heritage Attributes:**

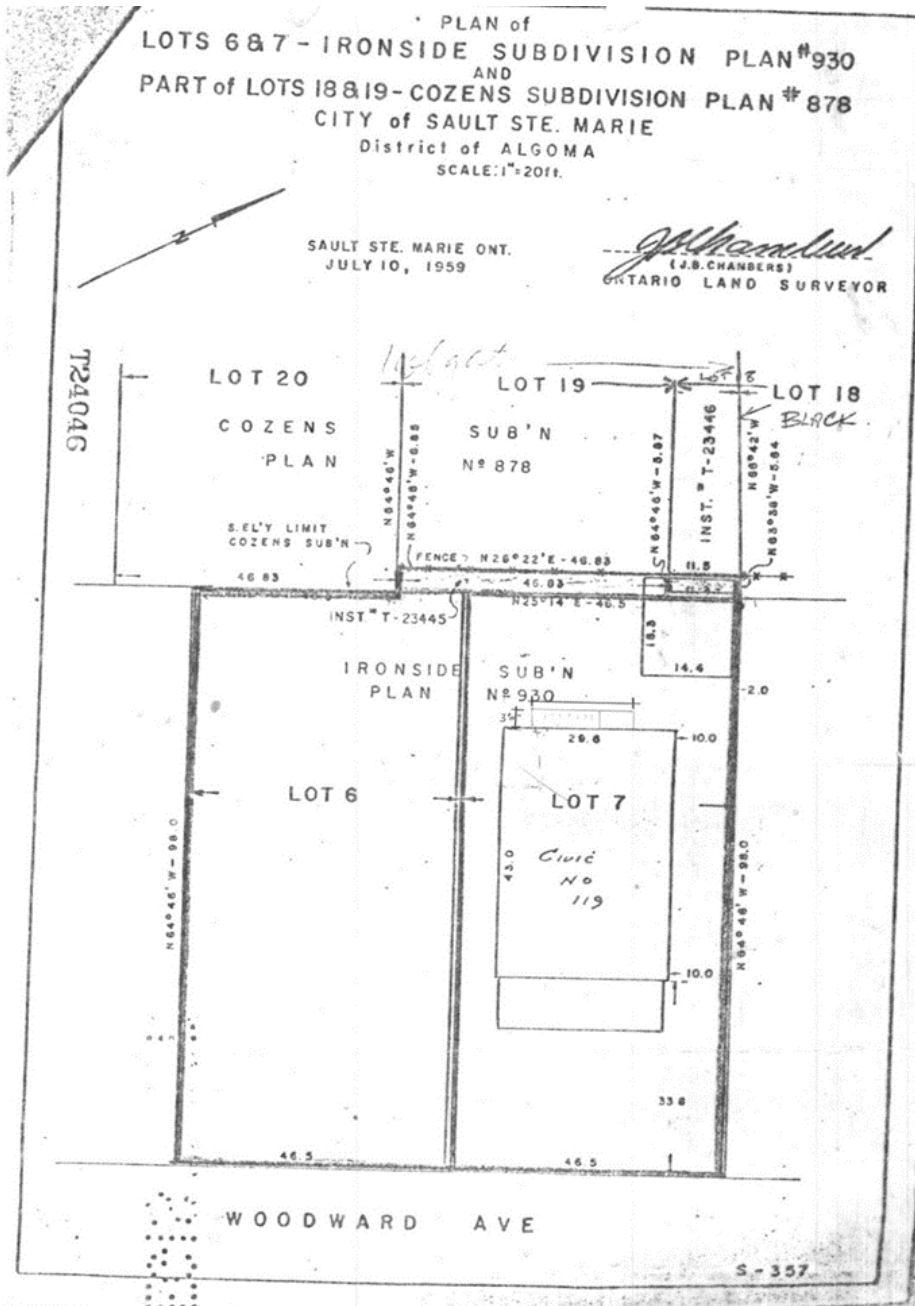
- The building is an example of an American Foursquare style home.
- The building's foundation is made of local sandstone that was excavated during the construction of the Sault Ste. Marie Canal.
- The building has several of the original lead glass windows intact.
- Norman Bethune, an important figure in Canada's medical history, lived at this residence in 1905 while attending school in Sault Ste. Marie.
- The molded concrete blocks that make up the exterior of the building appear to be original.
- Albert H. Mahon constructed the building in 1903-4.

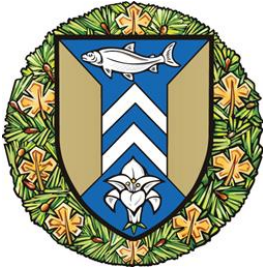


**Photo: North-West Elevation (Rear of House)**

# Legal Description

PLAN 930 LOT 6 LOT 7 PLAN 878 Lot 18 PT Lot 19 PT. PIN: 31538-0031





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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Virginia McLeod, Manager of Recreation and Culture  
DEPARTMENT: Community Development and Enterprise Services  
RE: Ontario Heritage Act Part IV Designation of 99 Huron Street  
(Yard Locker)

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**Purpose**

The purpose of this report is to seek Council's approval to designate 99 Huron Street (Yard Locker) under the Ontario Heritage Act, due to its significant heritage value to the City of Sault Ste. Marie.

**Background**

The Sault Ste. Marie Municipal Heritage Committee (SSMMHC) advises City Council as to the cultural heritage value or interest of properties within the Municipality, and recommends the designation of significant properties under Part IV of the Ontario Heritage Act. This affords the property, and in particular, the designated heritage features special protection under the Act.

The Municipal Heritage Committee received a designation application for the Yard Locker located at 99 Huron Street.

The SSMMHC passed the following resolution at their meeting on June 1, 2022;

Resolved that the Sault Ste. Marie Municipal Heritage Committee approve the draft designation report for the Yard Locker located off Huron Street (Property Identification Numbers 31577-0079, 31577-0085, 31577-0083) and that the report be finalized and recommended for designation under Part IV of the Ontario Heritage Act; and further that a report be sent to City Council to request approval to proceed with designation."

**Analysis**

The attached designation report provides a detailed overview of the History of the Yard Locker and description of the cultural heritage value and key heritage attributes.

Statement of Cultural Value or Interest

1. The Yard Locker is constructed of local red sandstone excavated from the adjacent power canal and lock. The use of local sandstone in the construction of

building has been noted as a historically significant attribute in other historic buildings in Sault Ste. Marie.

2. The Yard Locker is one of the few remaining buildings that formed a portion of the turn of the century industrial empire developed by Francis H. Clergue. Francis H. Clergue's business empire was responsible for most of Sault Ste. Marie's early industrial development.

3. Francis Hector Clergue is designated as a National Historic Person by the Historic Site and Monuments Board of Canada for his contribution to the industrial of Sault Ste. Marie.

The Yard Locker's architecture remains unique as it was made in a Romanesque Revival style which was popular during the late 19th century. The use of Romanesque Revival style was common for buildings that Clergue had his architects make such as the Machine Shop, however other industrial buildings of the time were typically designed in a more utilitarian style and had less architectural flair compared to the Yard Locker. The exterior of the Yard Locker has also remained mostly unaltered through the years despite the modernization and destruction of other buildings on the same site.

### **Financial Implications**

There is no immediate budget impact. The property owner would be eligible to apply for a Designated Property Grant in the future.

### **Strategic Plan / Policy Impact**

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

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated September 19, 2022 concerning Ontario Heritage Act - Part IV Designation of 99 Huron Street (Yard Locker) be received and that the recommendation by the Sault Ste. Marie Municipal Heritage Committee to designate 99 Huron Street (Yard Locker) under Part IV of the Ontario Heritage Act be approved.

Respectfully submitted,

Virginia McLeod

Manager of Recreation and Culture

705.759-5311

[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)

# Yard Locker Designation Report



Location: 99 Huron Street (Roll number: 040-031-107-08)

**Description of Property:**

The Yard Locker located off of Huron Street (City of Sault Ste. Marie roll number 040-031-107-08) on the former site of a Hudson Bay Trading Post. Constructed sometime between the years 1896-1902 the Yard Locker is built from local red sandstone, excavated from the adjacent power canal and lock.

The external plan size is 15.5 m (51') by 16.5 m (54') measured at the base.

The Yard Locker is located near other properties with historic designations such as the Machine Shop and the former Abitibi Head Office.

**Statement of Cultural Value/Interest:**

1. The Yard Locker is constructed of local red sandstone excavated from the adjacent power canal and lock. The use of local sandstone in the construction of building has been noted as a historically significant attribute in other historic buildings in Sault Ste. Marie.
2. The Yard Locker is one of the few remaining buildings that formed a portion of the turn of the century industrial empire developed by Francis H. Clergue. Francis H. Clergue's business empire was responsible for most of Sault Ste. Marie's early industrial development.
3. Francis Hector Clergue is designated as a National Historic Person by the Historic Site and Monuments Board of Canada for his contribution to the industrial of Sault Ste. Marie.

Clergue's business empire would collapse in 1904 and ownership of the Yard Locker and surrounding buildings would transfer first to the Lake Superior Paper Company in 1911, then the Spanish River Pulp and Paper Company in 1915, then the Abitibi Power and Paper Company in 1928 and finally St Marys Paper in 1987 until 2011 when the Paper mill would be shut down. The pulp and paper industry was a vital part of Sault Ste. Marie's economy for over a century and the Yard Locker is one of the few surviving original buildings from Clergue's business empire.

The Yard Locker's architecture remains unique as it was made in a Romanesque Revival style which was popular during the late 19<sup>th</sup> century. The use of Romanesque Revival style was common for buildings that Clergue had his architects make such as the Machine Shop, however other industrial buildings of the time were typically designed in a more utilitarian style and had less architectural flair compared to the Yard Locker. The exterior of the Yard Locker has also remained mostly unaltered through the years despite the modernization and destruction of other buildings on the same site.

**Description of Heritage Attributes:**

Key attributes that reflect the Yard Locker's importance to Sault Ste. Marie's history includes:

- The use of local sandstone which was excavated during the construction of the Soo Locks

- The exterior of the building appears largely unchanged despite being over a century old and the modernization of other nearby buildings throughout the years
- The building is located among other historically significant buildings and landmarks such as the Machine Shop and the Soo Locks
- The building's overall design matches the Romanesque Revival design of the nearby buildings which includes features such as heavy massing, symmetrical composition and rusticated stonework.
- There are three possible architects under Clergue's employ that may have designed the Yard Locker; E. Francis Head, Harry J. Powell and James Calloway Teague



**East Elevation**



**North Elevation**

## Legal Description

Property Identification Number: 31577-0079 LT (DIVISION FROM 31577-0068)

PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PARTS 1 AND 2 1R13414; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 2 1R13414 AS IN LT57299; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 1 1R13414 AS IN AL181403; SUBJECT TO AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARY'S RIVER PART 1 1R13414 AS IN AL181401; TOGETHER WITH AN EASEMENT OVER PART OF HUDSON BAYS COMPANY LANDS SOUTH SIDE OF PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON MILL SITE & PART OF HUDSON BAYS COMPANY LAND SOUTH SIDE OF PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; TOGETHER WITH AN EASEMENT OVER PART LAND AND LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER, PART 35 PLAN 1R13279 AS IN AL181433; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST.MARY'S RIVER PARTS 13, 14, 19 & 38, ON PLAN 1R13279 EXCEPT PARTS 1 & 2 1R13414 AS IN AL211635; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART LAND & LAND COVERED WITH WATER, PART OF ST. MARY'S ISLAND PARTS 39 & 40, ON PLAN 1R13279 EXCEPT PART 4 1R13414 AS IN AL211635; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 1R13414 IN FAVOUR OF PART ST. MARY'S ISLAND, BEING PT 20 1R5861 AS IN AL211635; CITY OF SAULT STE. MARIE

Property Identification Number: 31577-0085 LT (CONSOLIDATION FROM 31577-0081, 31577-0082)

PART LAND & LAND COVERED WITH WATER PART 3 1R13414; TOGETHER WITH AN EASEMENT OVER PART LAND & LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER PART 35 1R13279 AS IN AL181433; TOGETHER WITH AN EASEMENT OVER PART OF HUDSON BAY COMPANY'S LANDS SOUTH SIDE OF PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON STREET & PART OF HUDSON BAY COMPANYS LANDS SOUTH SIDE OF PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; CITY OF SAULT STE. MARIE

Property Identification Number: 31577-0083 (DIVISION FROM 31577-0076)

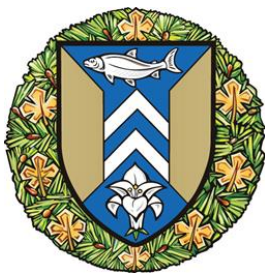
PART LAND & LAND COVERED WITH WATER, PART OF ST. MARY'S ISLAND PART 4 1R13414; TOGETHER WITH AN EASEMENT OVER PART HUDSON BAYS COMPANY LANDS, SOUTH SIDE PORTAGE STREET PARTS 27 & 28 1R13279 AS IN AL181397; TOGETHER WITH AN EASEMENT OVER PART OF LAIRD AND HENDERSON MILL SITE & PART HUDSON BAYS COMPANY LANDS, SOUTH SIDE PORTAGE STREET PARTS 1-11, 21 & 22 1R13279 AS IN AL181438; TOGETHER WITH AN EASEMENT OVER PART LAND AND LAND COVERED WITH WATER AT THE FOOT OF RAPIDS ON ST. MARYS RIVER, PART 35 PLAN 1R13279 AS IN AL181433; CITY OF SAULT STE. MARIE



Document Path: G:\CitySSM\_GIS\CSD\General\Virginia\YardLocker\_Location\_May\_2016\_V1\_8x11.mxd

Source: Esri, Maxar, GeoEye, Earthstar  
Geographics, CNES/Airbus DS, USDA, AeroCast, GeoEye, IGN, AerGRID, Carta Navi, etc.

<b>Application Map Series</b> <input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	<b>Legal Department Reference</b>	 <b>SAULT STE. MARIE</b> <b>Planning and Enterprise Services</b> Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 <a href="http://saultstemarie.ca">saultstemarie.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a> <small>This map is for general reference only          Orthophoto: None          Projection Details:          NAD 1983 UTM Zone 16N          GCS North American 1983</small>
<b>Property Information</b> Civic Address: 99 Huron Street Roll No.: 040031107080000 Map No.: 16 Map Ref: Yard Locker (Former St. Mary's Paper Site) Date Created: April 21, 2022	<b>Legend</b>  Parcel Fabric	



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Emily Cormier, Sustainability Coordinator  
DEPARTMENT: Community Development and Enterprise Services  
RE: September 2022 Community Development Fund – Green  
Initiatives Program Application

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**Purpose**

The purpose of this report is to seek Council approval to allocate \$5,792.38 recommended by the Environmental Sustainability Committee for the distribution of Community Development Fund (CDF) – Green Initiatives Program funds to the Sault Ste. Marie Region Conservation Authority for an application submitted in September 2022.

**Background**

The Green Initiatives Program of the Community Development Fund (CDF) purpose is to support green initiatives that result in reduced greenhouse gas emissions (GHGs), improve water quality / rehabilitation or increase energy efficiency. The City of Sault Ste. Marie's (the City) Environmental Sustainability Committee (ESC) is responsible for making recommendations for the allocation of funds for eligible projects or programs that support the City's environment plans and practices. Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and are accepted on an rolling intake throughout the year. Total annual funds available for all projects under the CDF – Green Initiatives Program in 2021 is \$50,000. Eligible applicants include non-profit organizations and City departments.

Three projects were presented to the ESC on September 15, 2022. The committee passed the following resolutions:

Mover: P. Antunes

Seconder: A. Riopel

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF – Green Initiatives stream in the amount of \$5,792.38 for the Sault Ste. Marie Region Conservation Authority LED Lighting Upgrade project and recommends that Council approve the request.

### **Analysis**

The SSMRCA aims to increase energy efficiency of the SSMRCA interior office and garage lighting by replacing the current ballasts with newer and more energy efficient LED fixtures. An assessment under the IESO's Save on Energy Small Business Lighting program was completed on the office/sugar shack/garage. This is an energy efficiency project and is expected to reduce energy consumption by 17,806 kilowatt hours (kwh) which equates to a 62.08 % reduction from current lighting usage, and will result in \$1,326.48 of annual energy savings. Funding for part of the project is being covered by the Provincial Small Business Lighting Program; however, total projects costs exceed program funding. As such this project seeks to acquire funding from the Green Initiatives Fund to complete the full building lighting retrofit. This retrofit will contribute to the energy efficiency objective under the buildings and energy - community pillar of the Sault Ste. Marie Community Greenhouse Gas Reduction Plan 2020 – 2030, which encourages the completion of energy efficiency retrofit. The project supports the Green Initiatives Program fund pillar of energy efficiency.

### **Financial Implications**

The 2022 Community Development Fund – Green Initiatives Fund currently has an uncommitted balance of \$57,958.69 available to support the project in this report totalling \$5,792.38. By the end of the year, any remaining funds not used must go towards the purchase of trees for the subsequent year, which trees should be planted in City Parks or on City Property by Public Works Employees as per a resolution from the March 9, 2020 Council Meeting.

### **Strategic Plan / Policy Impact**

The recommendations support the value and focus areas of the Community Strategic Plan for 2021 – 2024 through:

- Environmental Stewardship: We will use resources wisely to maintain and create a sustainable city for future generations

As well, the Environmental Sustainability Committee, a committee of council has as an objective to review and recommend funding applications to the Community Development Fund for Environmental Sustainability projects and support local initiatives that promote energy efficiency.

### **Recommendation**

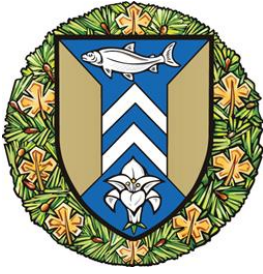
It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated August 29, 2022 concerning September 2022 Community Development Fund – Green Initiatives Program Application be received and that the recommendation of the Environmental Sustainability Committee to allocate \$5,792.38 be approved.

September 2022 Community Development Fund – Green Initiatives Program  
Application  
September 19, 2022  
Page 3.

Respectfully submitted,

Emily Cormier  
Sustainability Coordinator  
705.989.8748  
[e.cormier2@cityssm.on.ca](mailto:e.cormier2@cityssm.on.ca)



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

**C O U N C I L   R E P O R T**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Freddie Pozzebon, Chief Building Official  
DEPARTMENT: Public Works and Engineering Services  
RE: 2021 Building Division Annual Fee Report

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**Purpose**

The purpose of this report is to inform Council of the annual revenue and expenditures of the Building Division governed under the Ontario Building Code Act for the 2021 construction year. The report also details the total remaining reserves as of the end of December 31, 2021.

**Background**

As required under section 7(4) of the Ontario Building Code Act, an annual fee report must be made outlining revenue, expenditures and direct or indirect costs. There must also be a report for any Reserve Fund held for the necessary expenditures. The Reserve Fund is to ensure staffing levels are not detrimentally affected during times when construction activity has been reduced. Please see attached document. (2021 Annual Report Summary)

**Analysis**

The 2021 budget estimated that the reserve fund would not be required. A 126% increase in construction value and construction projects from the previous year, resulted in a transfer of funds into the Reserve Fund.

**Financial Implications**

The transfer of funds (2021 - \$ 821,131.42) to the Reserve Fund will further assist in reducing the financial impacts the Building Division may experience related to the additional workload required from the increase in construction activity. Furthermore, during the restrictive period of the pandemic, access to the Civic Centre was limited. The Building Division continued to issue Building Permits and complete inspections throughout this time.

**Strategic Plan / Policy Impact**

This report is not linked to the Strategic Plan, but is a requirement of the Ontario Building Code Act.

**Recommendation**

It is therefore recommended that Council take the following action:

This report is not linked to the Strategic Plan, but is a requirement of the Ontario Building Code Act.

Respectfully submitted,

Freddie Pozzebon  
Chief Building Official  
705.541.7151  
[f.pozzebon@cityssm.on.ca](mailto:f.pozzebon@cityssm.on.ca)

## 2021 Annual Report – Building Permit Fees

Total permit fees (Revenues) collected for the period of January 1 to December 31, 2021 under Building By-Law 2008-148 of the City of Sault Ste. Marie \$ 1,942,024.76

### Cost of Delivering Services:

#### Direct Costs:

Direct Costs are deemed to include the costs of the Building Division of the City of Sault Ste. Marie for the processing of building permits applications, the review of building plans, conducting inspections and building related enforcement duties, less By-Law Enforcement

**Total Direct Costs** 1,014,806.17

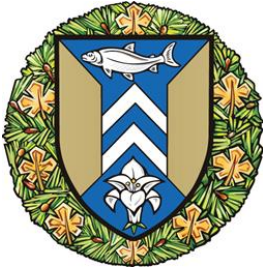
#### Indirect Costs:

Indirect Costs are deemed to include the costs for support & overhead services to the Building Division of the City of Sault Ste. Marie using a ratio of 0.10453934

Total Building Enforcement	1,014,806.17
Total Building Enforcement Costs X Indirect Cost Ratio 0.10453934	0.10453934
<b>Total Indirect Costs</b>	<b>106,087.17</b>

#### Total Costs:

Total Direct Costs	1,014,806.17
Plus Indirect Costs	106,087.17
Grand Total of Direct and Indirect Costs	1,120,893.34
Less Total Permit Fee Revenues	1,942,024.76
Total Direct and Indirect Costs	1,120,893.34
Differences	821,131.42
Building Permit Reserve Fund as of January 1, 2021	265,611.71
2021 Transfer to Operations as per above	821,131.42
<b>Remaining Reserve Fund at December 31, 2021</b>	<b>1,086,743.13</b>



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Maggie McAuley, Municipal Services & Design Engineering  
DEPARTMENT: Public Works and Engineering Services  
RE: Revised Traffic Bylaw Update 2022

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**Purpose**

The purpose of this report is to seek Council approval of amendments to the Traffic By-law No. 77-200.

**Background**

A traffic by-law update was presented to Council on August 29, 2022 to update the schedules in the by-law. Upon further review, the by-law text requires an update to incorporate the addition of the pedestrian crossovers.

**Analysis**

The following text should be added to the “Definitions” section:

“Pedestrian Crossover” means any portion of a roadway distinctly indicated for pedestrian crossing by signs on the highway and lines or other markings on the surface of the roadway as prescribed by the regulations.

The following text should be added to Part V – Stop and Yield Regulations:

**Pedestrian Crossovers – Schedule “BB”**

1. The Corporation shall erect signage and pavement markings in compliance with the Highway Traffic Act at the locations set out in Schedule “BB” to this by-law.
2. When official signs and pavement markings are on display in compliance with the Highway Traffic Act, the highways at the locations set out in Schedule “BB” to this by-law are thereby designated as pedestrian crossovers.

**Financial Implications**

The topic of this report results in no financial implications

**Strategic Plan / Policy Impact**

The recommendations of this request are linked to the infrastructure focus area of the Corporate Strategic Plan.

**Recommendation**

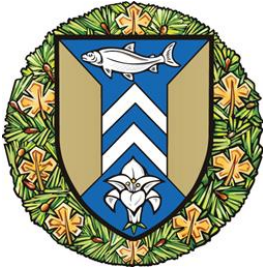
It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated September 19, 2022 concerning Revised Traffic Bylaw Update 2022 be received and the recommended amendments be approved.

By-law 2022-165 with the amendments to By-law 77-200 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Maggie McAuley, P. Eng.  
Municipal Services & Design Engineer  
705.759.5385  
[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)



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

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Maggie McAuley, Municipal Services & Design Engineer  
DEPARTMENT: Public Works and Engineering Services  
RE: Pine Street Sidewalk Extension

---

**Purpose**

The purpose of this report is to address the Council resolution from June 13, 2022, which reads:

*Whereas the City of Sault Ste. Marie's long term strategic planning includes the incorporation of active transportation; and*

*Whereas the definition of active transportation encompasses all forms of human-powered travel including: walking, cycling, rollerblading, skiing, and canoeing; and*

*Whereas the City prioritizes the development of safe and enjoyable active transportation routes to encourage healthy lifestyles, decrease automobile dependency, and increase recreational tourism opportunities; and*

*Whereas multiple residents and visitors use the John Rowswell Hub Trail to access our many amenities, including both Bellevue Park and the adjacent marina; and*

*Whereas the trail system and marina are easily accessed via Pine Street; and*

*Whereas the sidewalk on Pine Street does not extend to the marina entrance; and*

*Whereas many pedestrians use the lower Pine Street route without the safety of a sidewalk;*

*Now Therefore Be It Resolved that appropriate staff be requested to report on the feasibility and costs of extension of this sidewalk to better support active transportation in our community.*

**Background**

Pine Street between Queen Street East and Shore Drive is approximately 230m long. There is a sidewalk on the east side of the road that extends from Queen Street south for approximately 140m. The remainder of the boulevard is grass.

### **Analysis**

City Staff have reviewed the location and have determined that the extension of the sidewalk to Shore Drive is feasible. The estimated cost of the extension is \$50,000 and would include an accessible sidewalk ramp at Shore Drive.

The extension of a sidewalk is subject to Local Improvement Charges.

It is recommended that this project added to the Miscellaneous Construction list to be prioritized and budgeted for under future Capital Programs.

### **Financial Implications**

There are no immediate financial implications to this report. Approval will be sought at that time the Miscellaneous Construction projects are presented to Council.

### **Strategic Plan / Policy Impact**

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

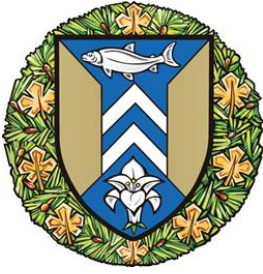
### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated September 19, 2022 concerning the Pine Street Sidewalk Extension be received and that the project be placed on the Miscellaneous Construction list to be prioritized and budgeted for future Capital Programs.

Respectfully submitted,

Maggie McAuley, P. Eng.  
Municipal Services & Design Engineer  
705.759.5385  
[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Dan Perri, Municipal Services & Design Engineer  
DEPARTMENT: Public Works and Engineering Services  
RE: Grade Crossing Reconstruction Agreement – Black Road Crossing

---

**Purpose**

The purpose of this report is to obtain approval to enter into an agreement with Huron Central Railway Inc. (HCRY) for work associated with the resurfacing of Trunk and Black Road and the reconstruction of the grade crossing at Black Road, just north of Trunk Road.

**Background**

At the meeting of July 11, 2022, Council approved award of the resurfacing of Trunk and Black Road (Connecting Links) contract to Pioneer Construction. Included in this project is the reconstruction of the public road at-grade crossing.

HCRY requires that the City enter into a *Grade Crossing Reconstruction Agreement*.

**Analysis**

The Engineering Division has reviewed the agreement with the Legal Department and has determined that a By-Law is required.

**Financial Implications**

The costs associated with the at-grade crossing reconstruction is estimated to be \$258,300. Of these costs, \$100,000 will be covered within the 2022 Connecting Link budget. The remaining \$158,300 will be covered by available funds from the 2022 Capital Transportation Budget overall allocation.

**Strategic Plan / Policy Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

By-Law 2022-175 can be found elsewhere on the Agenda and is recommended for approval.

Grade Crossing Reconstruction Agreement – Black Road Crossing

September 19, 2022

Page 2

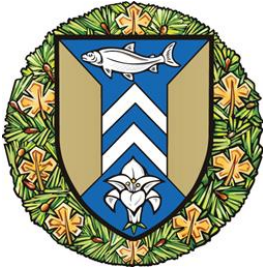
Respectfully submitted,

Dan Perri, P.Eng.

Municipal Services & Design Engineer

705.759.5329

[d.perri@cityssm.on.ca](mailto:d.perri@cityssm.on.ca)



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Susan Hamilton Beach, P. Eng.  
DEPARTMENT: Public Works and Engineering Services  
RE: Winter Maintenance of Red Rock Road (Maki Road)  
Agreement with Brookfield Power

---

**Purpose**

The purpose of this report is to seek Council approval to renew the winter maintenance agreement with Brookfield Power Wind Prince LP for Red Rock Road (Maki Road) to the service the wind farm road.

**Background**

On October 30, 2006 Council approved the recommendation of Public Works for the City to assume the portion of Red Rock Road/Maki Road within the city limit as a municipally maintained road subject to an agreement with Brookfield Power Wind Prince LP. An agreement was originally entered into with Brookfield Power Wind Prince LP on January 29, 2007 with renewals in 2012, 2017 and now in 2022. This agreement reflects a 45% increase to the annual payment for this service and the agreement has included an annual CPI factor to be calculated each year.

**Analysis**

The terms of the agreement have been fulfilled each year to the satisfaction of both parties.

**Financial Implications**

The annual amount paid by Brookfield Power Wind Prince LP will cover all actual costs incurred by the City related to the winter maintenance responsibilities.

**Strategic Plan / Policy Impact**

Maintaining existing infrastructure is a focus area within the Corporate Strategic Plan.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated September 19, 2022 concerning Winter Maintenance of Red Rock (Maki Road) – Agreement with Brookfield be approved and that Council approve By-law 2022-164 found elsewhere on the Agenda.

Winter Maintenance of Red Rock (Maki Road) – Agreement with Brookfield

September 19, 2022

Page 2.

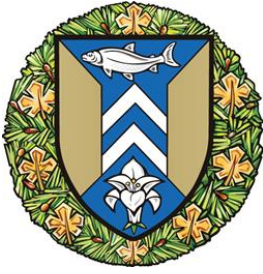
Respectfully submitted,

Susan Hamilton Beach, P. Eng.

Director, Public Works

705.759.5207

[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Jeffrey King, Solicitor  
DEPARTMENT: Legal Department  
RE: Agreement between City and Bell Mobility Inc. – Bellevue Marina Tower

---

**Purpose**

The purpose of this report is to request Council's authorization to enter into a Lease Agreement between the City and Bell Mobility Inc. (hereinafter: "Bell") for use of City owned property at the Bellevue Marina for a Tower.

**Attachment**

Attached as Schedule "A" is a photo of the proposed Tower.

**Background**

In March of 2022, Legal staff presented City Council a copy of a Lease for a Bell Tower at the Bondar Marina. The Lease was passed as part of the consent agenda. Since seeking approval to enter into the Lease from City Council in March, Bell has requested some additional environmental language be added and that the language supporting the taxable rent be changed prior to Bell signing the Lease.

**Analysis**

The changes between the Lease as presented in March and the one forming part of this agenda are minor in nature. The language regarding the rental structure was changed by Bell to better serve Bell from a tax perspective. Also, Bell added an environmental indemnification. This language is routinely added to a lease because the tenant does not want to be liable for the landlord's past uses or possible contamination of the lands to be leased and occupied by the tenant.

Staff is in support of the changes made by Bell.

**Financial Implications**

The annual rate of return will generate funding for the City. This rate is set to increase at a gradual rate of inflation upon Bell electing to renew the Agreement.

**Strategic Plan / Policy Impact**

This report is not directly linked to any strategic direction identified in the Corporate Strategic Plan.

**Recommendation**

It is therefore recommended that Council take the following action:

By-law 2022-172 authorizing the execution of an Agreement between the City and Bell Mobility Inc. appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Jeffrey King

Solicitor

705.759.2662

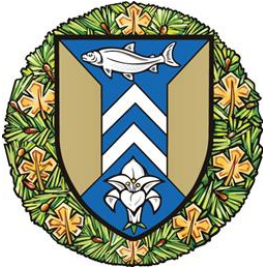
[j.king3@cityssm.on.ca](mailto:j.king3@cityssm.on.ca)

Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2022\Updated agreement since March) Bellevue Park Tower  
Lease OPEN.docx

Schedule "A"





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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Jeffrey King, Solicitor  
DEPARTMENT: Legal Department  
RE: Housekeeping – Repeal Amending By-laws to Repealed  
Parking By-law 81-367

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**Purpose**

The purpose of this report is to recommend that City Council repeal various by-laws which amend Parking By-law 81-367, which has since been repealed.

**Background**

On February 25, 2008 City Council passed By-law 2008-26, being a by-law to authorize the provision of certain designated parking spaces for the sole use of vehicles operated by or conveying persons with a disability and to repeal Parking By-law 81-367. A review has determined that there are a number of amending by-laws for Parking By-law 81-367 which should also be repealed, being by-laws 94-122, 94-047, 90-051 and 89-209.

**Analysis**

With the repeal of Parking By-law 81-367, all amendments to this by-law should be repealed for accuracy.

**Financial Implications**

Not applicable.

**Strategic Plan / Policy Impact**

Not applicable.

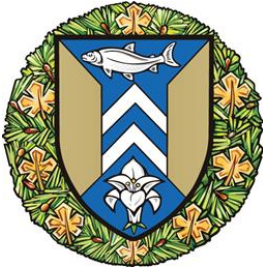
**Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2022-168 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Jeffrey King  
Solicitor  
705.759.2662  
[j.king@cityssm.on.ca](mailto:j.king@cityssm.on.ca)



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Jeffrey King Solicitor  
DEPARTMENT: Legal Department  
RE: Vacant Property Resolutions

---

**Purpose**

The purpose of this report is to update Council regarding any challenges and successes from the amendments made to the City's Property Standards By-law in June of 2021 and inform Council if any amendments to the Property Standards By-law and Yard Maintenance By-law were required.

**Background**

On July 11, 2022, Council unanimously passed the following resolutions:

Property Standards By-law Update

Mover Councillor L. Dufour  
Secunder Councillor R. Niro

Whereas City Council adopted a new Property Standards By-Law in the summer of 2021 that took authority from the Municipal Act and the Ontario Building Code to ensure our local municipal enforcement officials had every power available to tackle the prevalence of derelict buildings; and

Whereas City Council also provided new resources to both the Building and Legal Departments in 2021 to ensure that the new Property Standards By-Law could be enforced to its full effect; and

Whereas the past two years have seen a noticeable increase of absentee landlords, vacant buildings and real estate purchases by shell corporations, which decrease the available supply of housing units during a time of significant local demand;

Now Therefore Be It Resolved that the Legal and Building Departments be requested to provide an updated report regarding successes and/or challenges with the new Property Standards By-Law.

Vacant Property Maintenance

Mover Councillor R. Niro  
Seconder Councillor L. Dufour

Whereas the City's Property Standards By-Law was recently amended to address vacant properties under By-Law 2021-128; and

Whereas section 7.4 (1) reads that "every owner of vacant land as defined within this By-Law shall ensure that the vacant land is maintained to the standards as described in Part 2 of this By-Law"; and

Whereas Part 2 addresses general standards for all property and uses under section 2.05 which includes grass in a general way, specifically for vacant properties; and

Whereas the City's Yard Maintenance By-Law being By-Law 2012-10 addresses long grass more specifically, but does not address controlling long grass as it pertains to vacant properties; and

Whereas in the past year a significant number of properties have been purchased in Sault Ste. Marie by out of town companies; and

Whereas these properties are not being maintained, as it appears that these homes are being left vacant; and

Whereas the Building Department has received numerous complaints of long grass which can be attributed to these vacant properties;

Now Therefore Be It Resolved that By-Law 2012-10, the Yard Maintenance By-Law be referred to the Building Department and the Legal Department for review and report back to Council with amendments that will address yard maintenance, and specifically long grass found on properties which are left vacant;

Further be it resolved that remedies be considered but not restricted to the possibility of:

- Significant fines.
- Higher administrative charges.
- A daily cumulative charge for every day not in compliance after the date is set for compliance.
- A process that would have a contractor tender the work sooner.
- That all orders to comply, sent out by the Building Department for long grass on vacant properties also include line 7.4(2)(b) from the Property Standards By-Law which reads "maintain appropriate liability insurance on the vacant building in an amount no less than \$2 million".

- Greater consequences under the By-Law for repeat offenders (including properties that may be from different civic addresses but same owners).

## **Analysis**

### Successes and challenges of amendments made:

The Property Standard By-law amendments took effect on June 14, 2021. Thereafter, by-law enforcement and legal staff worked on implementing the amendments to its administrative and court processes. This included looking at wording changes and the creation of the new forms of notices. By-law enforcement has since issued various notices in regard to vacant properties. Some of those have landed before the court for trial. Statistically, convictions are at 100%.

Examples of recent convictions are:

- 1) 102-104 Albert Street E – owner 12951274 Canada Inc. (1 Hunter Hamilton) – vacancy by-law provisions – 15.2 Building order – convicted \$1000.00 plus victim fine surcharge and court costs (hereinafter referred to as “plus plus”) – first offence.
- 2) 427 Sherbourne Street - owner 12864843 Canada Inc. (1 Hunter Hamilton) – property standards provisions (steps) – 15.2 Building order – convicted \$2000.00 plus plus – first offence (albeit second technically if you look at directorship of the numbered company).

\*\*\*Prosecution continues with respect to various properties under this ownership and should see penalties continue to increase.

- 3) 38 Copernicus Drive – 370893 Ontario Limited – vacancy by-law provisions (interior work) – 15.2 Building order – convicted \$1000.00 plus plus – first offence.
- 4) 22 Manilla Terrace – Northern Caboodle Inc. – vacancy by-law provisions – 15.2 Building order – convicted \$2000.00 plus plus – first offence.
- 5) 60 London – individual ownership – two joint owners each charge \$400 plus plus on first offence – vacancy by-law provisions – 15.2 Building order.
- 6) 368 Cathcart Street - – individual ownership – two joint owners each charge \$400 plus plus on first offence – property standards by-law provisions (exterior cladding) – 15.2 Building order.
- 7) 431 Charles Street - individual ownership –owner charged \$200 plus plus on first offence – property standards by-law provisions (derelict vehicle) – 15.2 Building order.

June of 2022 saw 20 building charges in relation to non-compliance with orders, 11 consisted of vacant properties with suspected “shell corporation” ownership.

July of 2022 saw another 5 suspected shell corporations of the 16 Building charges requested, and August saw 10 suspected shell corporation of 20 Building charges requested. The June charges first appeared in court at the end of August and will return to court in November, mostly to set dates for trial in the absence of the defendant. The July and August charges will first be in court as of October.

Repeat offenders:

The repetitiveness of any offender before the court, be it an individual or corporation, supports higher fines as shown in the example under the significant fines section that follows. Fines are implemented to serve the principal of deterrence, therefore the more times someone repeats the same unlawful action the court and prosecution are in a position to raise this aggravating factor and impose a greater fine.

Significant fines:

To depict how significant a fine can become for failing to comply with a property standards order, we have noted the applicable legislative fine provisions below:

- **Building Code Act** (Section 36 - failing to comply with an order) the maximum for an individual on a first offence is \$50,000.00, and \$100,000 for a subsequent offence, for corporations it is \$500,000.00, and \$1,500,000.00 for a subsequent offence.
  - These are maximums and not minimums, the court will not likely impose a fine of \$50,000.00 on someone found guilty for the first time of not cutting their grass.
  - A first offence ranges from \$200 to \$2000, a subsequent from \$1000 to \$5000.00.
- **Provincial Offence Act** (Section 61 – restricts to \$5000.00) A fine is only allowed to be more than \$5000.00 if a law allows. Currently our By-law is at the maximum amount in this regard.
- **Municipal Act** (Section 429 – general by-law fines) Provides a range of \$500 to \$100,000.00 for a single offence under a by-law, and up to \$10,000.00 daily for a continuing offence.

A local example of significant fines resulting from a charge for failing to comply with a property standards order is:

- \$25,000.00 (this was a fourth offence for the individual – property standards exterior issue and was granted by the court in 2022. The third offence was \$14,000.00, second \$7,000.00, and first \$2,000.00. The first and third offence was initiated under a Building Code order, the fourth and second, a property standard order, but these types of orders both share the same offence provision under the *Building*

*Code Act*, therefore submissions regarding subsequent offences applied.

Additionally, when it comes to a fine itself, the court has final say. Following the court registering a conviction, the prosecution and the defendant (if present) make submissions regarding an appropriate fine. Fines are gauged by the prosecution on the basis of the situational facts and those of the defendant. Submissions by the prosecution may include:

- The importance of the public safety and consequence that vacant properties have both to unauthorized entry and general community plight;
- Factors, such as the type of ownership, location of the property, size of the building, and population serviced (single vs. multi-residential); and,
- Previous convictions, receptiveness by the offender.

Both the Property Standards By-law and Yard By-law have language that enables significant fines where the case before the court supports the same. No amendments are needed to assist in this area.

Cumulative fines:

If the offence has occurred previously or if the offence has continued over a period of time, daily cumulative fines can be submitted.

Under the *Building Code Act*, there are limited types of orders that permit a cumulative fine, they are for: Stop work orders (Section 14(1)) and regarding occupancy (Section 15.9(6)(a) and 15.10.3 (8) (a)).

The Property Standards By-law as amended in 2021 provides for cumulative charges. This would require a charge be brought forward directly under the by-law and arguments made respecting the time-lapse between the discovery of the offence and the last inspection date of a property before advancing a charge. It does lead to some delay because as oppose to actioning the court process immediately, time must pass to create supporting evidence of the continued offence. This would likely see support from the court in instances where the maximum onetime fine is not enough to serve the primary consideration when imposing a fine, i.e., deterrence. Both by-law enforcement and the prosecution assess the appropriateness of applying a cumulative fine approach. When the defendant is known to have been previously convicted on more than one occasion, moving the case to the cumulative fine measure is considered. At this time, we have not implemented the measure, but the trends noted earlier this summer may see that avenue taken.

Tender the work sooner:

These timelines have been reduced over the past years. Section 445 of the *Municipal Act* requires reasonable notice in order for the City to collect the costs incurred. We need to allow sometime between notice of the offence and the actual clean-up. This said, the amended bylaw speaks to notice being posted of any violation. Following the new provisions passed last summer, some wording changes to the order, and its continued presence at a location, work is being tendered sooner that it was prior to the 2021 amendments to the Property Standards By-law.

Mandate insurance on any property with long grass:

Indirectly the above is stipulated within the amendments made to the Property Standards By-law last summer. Under the by-law as worded, a building is deemed vacant by the inspecting by-law officer's observations. Therefore, if a tall grass order is sent to a house and no one resides within it, the property can be deemed vacant and become subject to the insurance requirements and others vacancy provisions in the by-law. By-law officers populate the list of vacant properties that need to meet the requirements. We continue to see an increase regarding charges with the vacancy provisions as the foundation of the order. Some are by reason of no proof of insurance being provided even though this insurance is available and would mitigate the owners financial risk should something happen within or to the building.

Building will be conducting a blitz to all property deemed vacant to date. Many, if not all the properties unknown to be vacant and have tall grass will receive notice to provide insurance. Also, changes to the initial dirty yard notice which include express notification of other offences, like the vacant building requirements, have been made to further expedite the process and maintain ongoing compliance.

The above does not require any amendments to the by-law in order to implement and action.

Higher administrative charges:

Based on the City's population, an official AMPS (Administrative Penalty System) has not been adopted. Currently, where the City completes work because someone has failed to, 15% is added to the invoice received by the City. Increasing this percentage is on the Building Department's radar and will return to City Council as part of the annual fee schedule update.

In summary:

City Council equipped by-law enforcement and prosecution with a strong tool last summer. The above convictions and fines are testimony to this fact and continued enforcement will send a strong message to deter repeat offenders.

Staff from Legal and Building continue to regularly examine the City's Property Standards By-law, the Yard Maintenance By-law, Procurement By-law, fee by-law, and general procedures for methods that may assist in combatting the issue under the two resolutions cited at the onset of this report.

Further, staff will continue to monitor trends in relation to grass in general as provincial movements are seeing the benefits of allowing growth to exceed the by-law restriction to assist plant pollination.

As of the date of this report, we do not see the need to make any amendments to the City's Property Standards By-law or Yard Maintenance By-law.

**Financial Implications**

There is no financial impact to the City with respect to the information report.

**Strategic Plan / Policy Impact**

Not applicable.

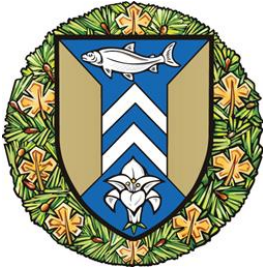
**Recommendation**

It is therefore recommended that Council take the following action:

Accept the above report by the Solicitor as information.

Respectfully submitted,

Jeffrey King  
Solicitor  
705.759.2662  
[j.king3@cityssm.on.ca](mailto:j.king3@cityssm.on.ca)



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Sale of Part 903 Base Line to Enbridge Gas Distribution

---

**Purpose**

The purpose of this report is to advise Council of the offer received for the sale of a portion of 903 Base Line.

**ATTACHMENT**

Attached as Schedule "A" is a map of 903 Base Line ("City Property"). Attached as Schedule "B" is the portion of 903 Base Line desired to be purchased by Enbridge Gas Distribution (the "Property").

**Background**

On January 31, 2022, By-law 2022-18 declared the Property surplus to the City's needs and approved the disposition of same.

The abutting property owner, Enbridge Gas Distribution ("Enbridge") provided the Legal Department with a formal appraisal completed by Eric Tworo, AACI, P. App. which estimated the value of this property at Twenty-Two Thousand Five Hundred (\$22,500.00) Dollars.

The City requested a Letter of Opinion for the Property from James Caicco, Broker of Record for Century 21 Choice Realty Inc. James Caicco recommends the Property be sold at a Sale Price of Forty-Four Thousand Five Hundred (\$44,500.00) Dollars. Negotiations ensued and Enbridge is prepared to purchase the property for the sum of Forty-Four Thousand Five Hundred (\$44,500.00) Dollars as recommended by James Caicco.

The sale of the Property was advertised in the Sault Star on February 5, 2022, and on the City's web page advising that the City wished to sell to the abutting owner. No comments or objections were received

**Analysis**

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

**Financial Implications**

As this property is presently City owned the City does not receive any revenues from taxes. Upon the sale of the Property it may be assessable depending upon its ultimate use.

**Strategic Plan / Policy Impact**

Not applicable.

**Recommendation**

It is therefore recommended that Council take the following action:

Authorize the disposition of the City owned property described as Part PIN 31613-0365 (LT) PART OF SECTION 4 AWENGE; CITY OF SAULT STE. MARIE, being a portion of civic 903 Base Line in accordance with the City's policy for the disposition of land, to the abutting owner, specifically Enbridge Gas Distribution for the amount of Forty-Four Thousand Five Hundred (\$44,500.00) Dollars.

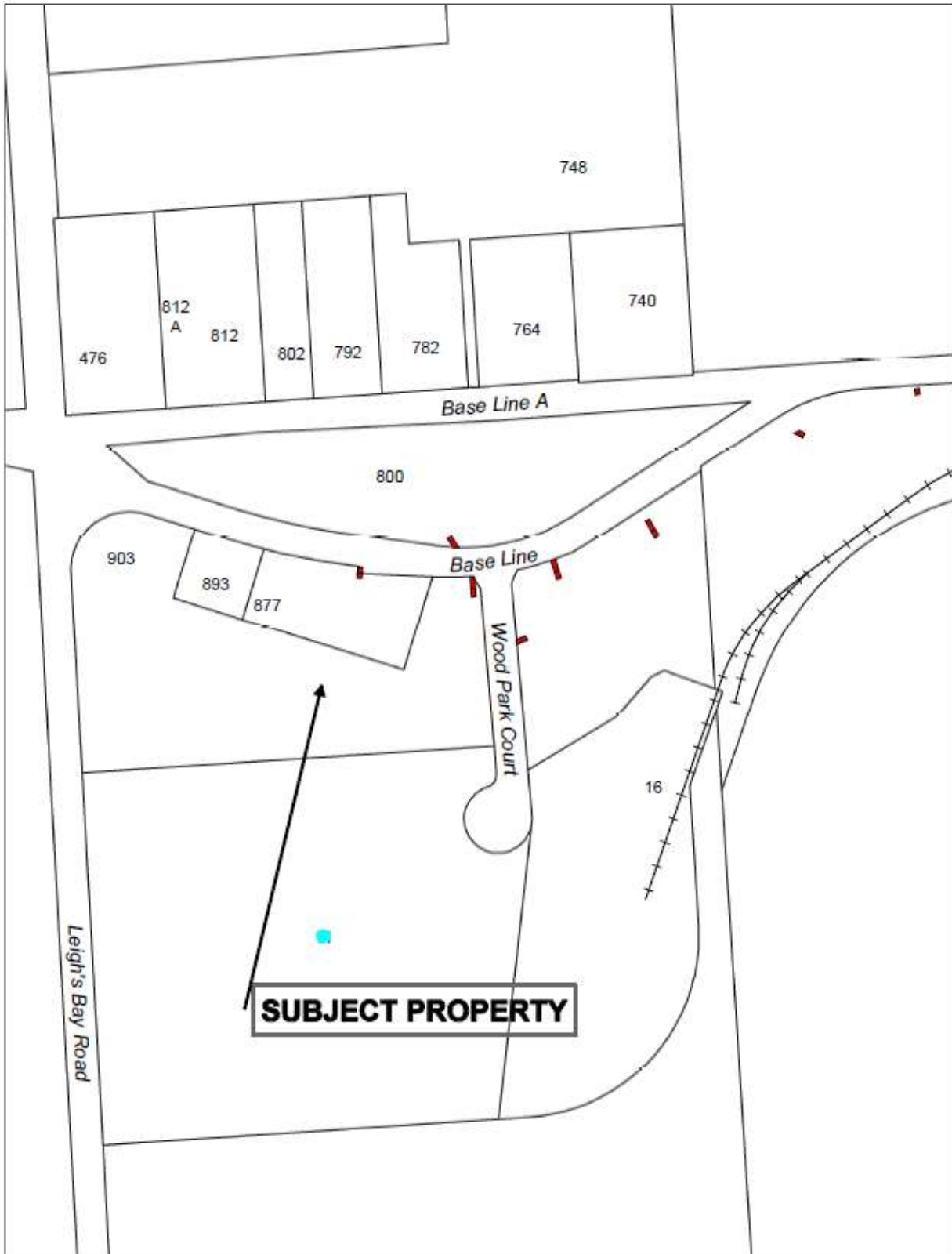
By-law 2022-167 authorizing the sale appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,

Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel  
705.759.5403  
[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

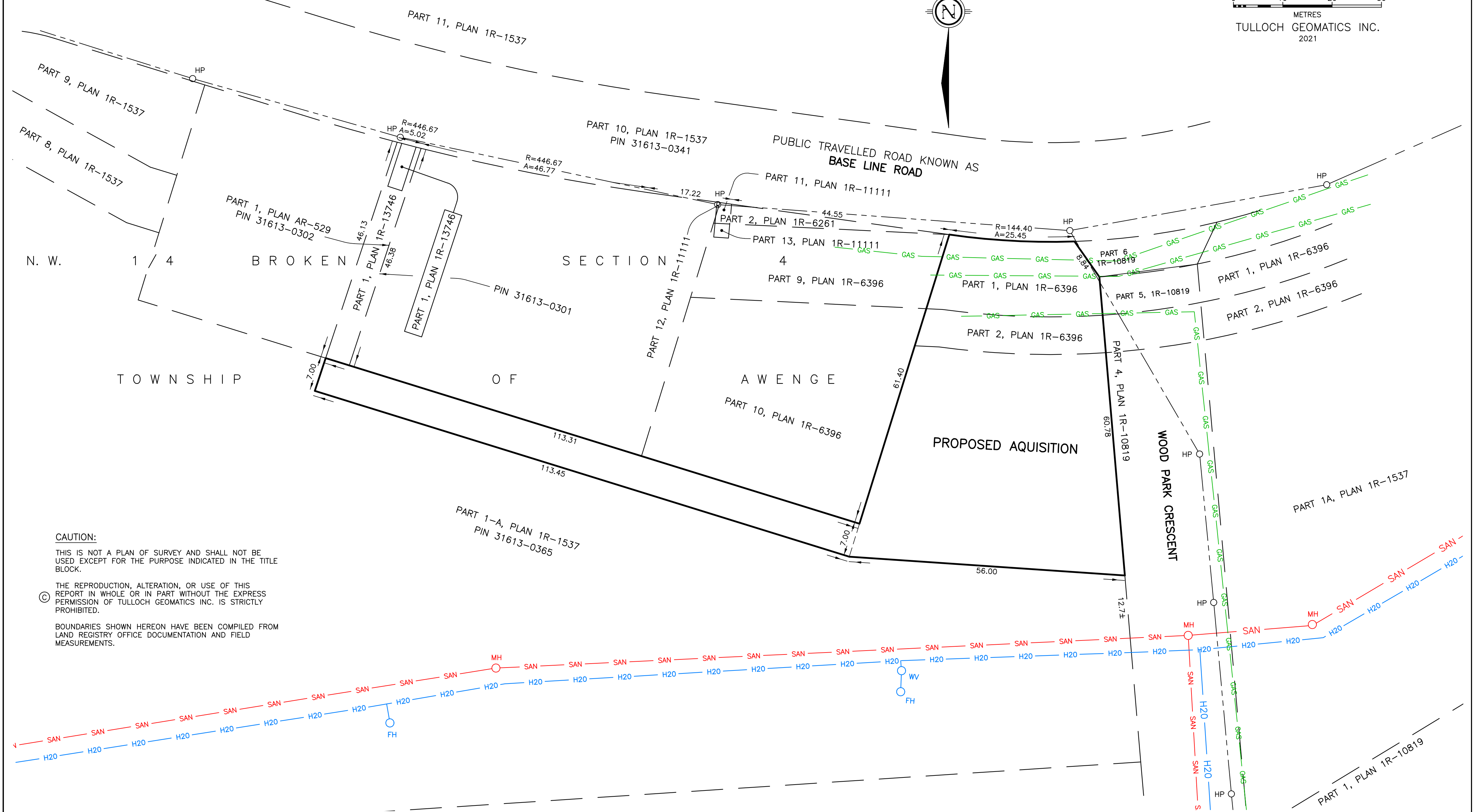
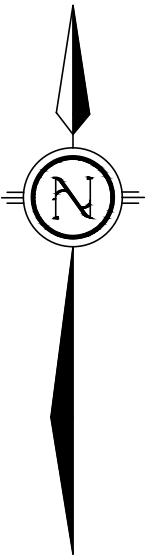
MBS/tm  
Enclosure

Schedule "A"



Schedule "B"

SKETCH TO ILLUSTRATE  
UTILITY SERVICES  
RELATIVE TO  
PROPOSED AQUISITION  
CITY OF SAULT STE MARIE  
SCALE: 1 : 500  
0 10 20 30  
METRES  
TULLOCH GEOMATICS INC.  
2021



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PROHIBITED.

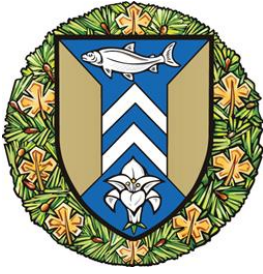
BOUNDARIES SHOWN HEREON HAVE BEEN COMPILED FROM  
LAND REGISTRY OFFICE DOCUMENTATION AND FIELD  
MEASUREMENTS.

LEGEND	
H2O	DENOTES UNDERGROUND WATER LINE
GAS	DENOTES UNDERGROUND GAS LINE
SAN	DENOTES UNDERGROUND SANITARY SEWER
---	DENOTES OVERHEAD UTILITIES
HP	DENOTES HYDRO POLE
FH	DENOTES FIRE HYDRANT
MH	DENOTES MAINTENANCE HOLE
WV	DENOTES WATER VALVE

NOTE:  
UNDERGROUND UTILITY LOCATIONS HAVE BEEN COMPILED FROM  
CITY OF SAULT STE MARIE AS BUILT DRAWINGS AS WELL AS  
LOCATING ABOVE GROUND SITE FEATURES. LOCATES ARE ONLY  
APPROXIMATE AND SHOULD BE RE-CONFIRMED DURING THE  
CONSTRUCTION PHASE TO ENSURE CORRECT LOCATIONS.

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

	TULLOCH GEOMATICS INC.	
	71 BLACK ROAD	T. 705 949.1457
	UNIT 8	F. 705 949.9606
	SAULT STE MARIE	866 806.6602
P6B 0A3		saultstemarie@tulloch.ca
DRAWN BY: WSM		FILE: 21-2224



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Jonathan Kircal, RPP, Planner  
DEPARTMENT: Community Development and Enterprise Services  
RE: Light Pollution

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**Purpose**

This report reviews existing light pollution by-laws in other Ontario cities and examines how such by-laws could be implemented and enforced in the City of Sault Ste. Marie. A recommended approach is also discussed.

**Background**

At its April 11, 2022 meeting, Council passed the following resolutions:

Whereas, as defined by the International Dark-Sky Association, light pollution refers to any inappropriate or excessive use of artificial light, which affects humans, wildlife, and the climate and;

Whereas, light pollution can be in the form of glare, sky glow, light trespass or clutter and;

Whereas, like excessive noise, light pollution can have a negative impact on a residential area; and

Whereas, Sault Ste. Marie does not have an existing light pollution by-law.

Now, Therefore Be It Resolved, that staff be requested to review existing light pollution by-laws from other Ontario communities and make a recommendation on how a light pollution by-law might be implemented and enforced in the City of Sault Ste. Marie.

**Analysis**

Light pollution is defined as any negative effect that inappropriate or excessive artificial lighting has on the surrounding environment. Lights from building interiors and exteriors, cars, street lights, sports facilities, parking lots, security lighting, and flare towers can all be sources of light pollution. The four main types of light pollution include:

- Glare: Excessive brightness that causes visual discomfort.
- Sky Glow: Brightening of the night sky over inhabited areas.
- Light Trespass: Light falling where it is not intended or needed.
- Clutter: Bright, confusing and excessive light sources.

Light pollution can result in nuisance issues between property owners due to light trespass. It can also pose impacts on the health and safety of humans and wildlife and energy conservation. Excessive light pollution also washes out the night sky and obstructs astronomical research. The rapid pace of urbanization and the trend of illuminating more spaces with brighter lights has prompted advocacy for a managed approach to exterior artificial lighting.

#### Municipal Review:

A scan of how other municipalities in Ontario have implemented light by-laws is attached to this report.

The municipalities that were reviewed generally regulate lighting through a Property Standards By-law or similar, such as a light specific by-law or a nuisance by-law passed under the Municipal Act. The majority of by-laws are designed to address only the nuisance issues of light pollution, such as light trespass, as opposed to environmental ones. This is reflected in regulations that prohibit exterior lighting from shining onto neighbouring properties.

Huntsville was the only municipality that had provisions to prevent light pollution beyond just light trespass. This municipality requires that light fixtures be “full cut off design” to ensure that light is emitted directly downward, with no light overspill. It is important to note that Huntsville is an outlier as it is more of an outdoor recreational/tourism destination where darker, more preserved skies serve as an amenity. Such an approach would not be feasible for Sault Ste. Marie.

#### Local Context:

The Property Standards By-law sets the standards for all properties in Sault Ste. Marie. The By-law only focuses on minimum lighting requirements in areas where lights are needed for safe passage, such as stairways, hallways, building entrances and underground parking areas. However, it does not set a maximum lighting standard nor does it have other regulations in place that would prevent excessive or intrusive lighting.

Sault Ste. Marie’s Property Standards By-law reads as follows:

#### *EXTERIOR LIGHTING*

- *Every stairway, exterior exit and entrance doorway, cellar, basement entrance or building entrance shall have a permanently installed lighting fixture that shall be maintained in good working order.*

- *All underground parking areas and common areas shall be illuminated so as to provide safe passage under normal use.*
- *Facilities for lighting shall be maintained in a good working order.*

In addition to Property Standards By-laws, municipalities can use Site Plan Control (SPC) to regulate lighting. A clause can be added to the SPC agreement that mandates that exterior lighting be designed with shrouding, or that the light fixture be angled a certain way to avoid light trespass. In recent years, Planning staff has ensured that all new and amended SPC agreements be reviewed for light trespass and include an appropriate clause to mitigate against it.

An example of a SPC clause:

#### *LIGHT TRESSPASS*

*The Owner shall ensure that any floodlighting implemented on the Subject Property is designed and oriented so as to eliminate any glare on all adjacent residential properties.*

Taking into account the amount of work involved for both City staff and property owners, SPC agreements are specifically prepared for large projects. It would be impractical to adopt SPC on a wider basis just to address lighting.

It is important to note that SPC, like all other planning tools, falls under the jurisdiction of Ontario's Planning Act, therefore it cannot be applied retroactively to existing light fixtures. However, Property Standards and other nuisance related by-laws are under the jurisdiction of Ontario's Municipal Act, and therefore can be applied retroactively.

#### Complaints and Enforcement

The Building Division noted that they had received three light trespass complaints over the past three years. One of the complaints dealt with a commercial property's exterior lighting glaring onto an adjacent residential property. The commercial property was under a site plan control agreement that had a light trespass clause. This permitted the City to enforce and rectify the issue. The second complaint was submitted against an apartment building that was under an older SPC agreement without a clause, therefore the City could not intervene. The third and most recent complaint was regarding an exterior light between two single-detached dwellings. The City was unable to intervene.

In the absence of a light-related clause in the property standards by-law or SPC, the City's building enforcement officers attempt to resolve nuisance issues by seeking a solution between affected parties. Beyond this, the matter is strictly civil in nature.

Proposed Approach:

In discussions with the Legal and Building Divisions, it was recommended not to proceed with a light by-law or amending the Property Standards By-law to address lighting. Locally, the issue of residential impact is not prevalent as evidenced by the low number of light-related complaints received by staff. Two out of three filed complaints against property owners were under SPC, which suggests that light mitigating initiatives at the SPC process is an effective solution. Planning staff will continue to add light-trespass clauses to new and amended SPC agreements.

The draft Official Plan already contains site design policies that seek to prevent light trespass between sensitive and non-sensitive uses. Planning staff will add additional draft policies that will support a wider application of light reduction methods with consideration of the many impacts that excessive lighting poses on the natural environment, energy conservation, and one's personal enjoyment of their property. Such policies will better ensure that new development, growth and rezoning proposals reflect these values.

It is recognized that development trends of infill and intensification mixed with the increasing accessibility of new light technology that has become brighter and more visually intrusive, could potentially result in a greater prevalence of light-related complaints in the future. Staff will monitor such complaints and will be prepared to respond accordingly.

**Financial Implications**

Accepting this report as information will not result in any incremental changes to municipal finances.

**Strategic Plan / Policy Impact**

This information report is not directly linked to any strategic directions contained with the corporate strategic plan.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated September 19, 2022 concerning light pollution be received as information.

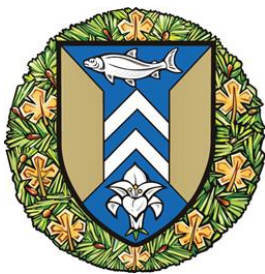
Respectfully submitted,

Jonathan Kircal, RPP  
Planner  
705.759.6227  
[j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca)

## Light Pollution Municipal scan

Municipality	By-law	Application	Example of Standard
Greater Sudbury	Property Standards By-law	All (both residential and non-residential properties)	<p>Exterior Lighting</p> <p>Outdoor lighting and indoor lighting that can be seen outdoors shall be placed and maintained, or have barriers or shades placed and maintained so as to prevent or block direct illumination of the interior of a dwelling on adjacent property regardless of whether such dwelling has or may have shades, drapes or other interior window coverings.</p>
Thunder Bay	Property Standards By-law	All	<p>Lighting of Yards</p> <p>Owners and Occupants who erect or maintain lights to illuminate any Yard, or objects within the Yard, such as signs, must arrange, install, design and maintain the lights so as to deflect away from abutting Lands which are used for residential purposes. Alternatively, they may provide and maintain effective barriers to prevent the light from lamp standards, signs, and other sources from shining directly into a Dwelling Unit on neighbouring property.</p>
North Bay	Property Standards By-law	All	<p>Non-Residential Lighting</p> <p>All non-residential lighting shall not be positioned so as to cause any impairment of use or enjoyment of neighbouring properties</p> <p>Lighting (Addendum)</p> <p>Exterior lights shall not cause light to trespass on to adjacent properties that would likely disturb the inhabitants or shine directly into a dwelling unit.</p> <p>Sensor activated lighting shall not be triggered by activity off the property.</p>

Huntsville	Outdoor Lighting By-law	All	<p>A select few regulations are paraphrased below:</p> <p>All new outdoor light fixtures shall consist of Full Cut-off fixtures. Existing outdoor light fixtures are grandfathered for 10 years.</p> <p>All architectural lighting, outdoor light fixtures and building lighting shall be mounted such that the light is aimed down. There shall be no light pollution emanating from the fixture in accordance with full cut-off design</p> <p>The use of low wattage temporary lights for decoration purposes such as Christmas lighting and property ornamentation shall be exempt from Section 2.3.3 to a maximum of 20 watts of LED lighting or 100 watts incandescent lighting.</p> <p>All artificial lighting for yards and parking areas shall be arranged so as to minimize light trespass onto neighbouring properties</p>
Kingston	Property Standards By-law	All	<p>Lighting</p> <p>Lighting shall not be positioned so as to cause any impairment of the use or enjoyment of neighbouring properties.</p>
Pickering	Property Standards By-law	All	<p>Exterior Lighting</p> <p>Exterior lighting shall be installed and maintained so as to prevent the light source from being intentionally directed into a Dwelling Unit.</p>



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

**C O U N C I L   R E P O R T**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Malcolm White, CAO  
DEPARTMENT: Chief Administrative Officer  
RE: Corporate Strategic Plan Update

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**Purpose**

To provide Council with an update on strategic plan activities and introduce the initial reporting structure flowing from the Envisio strategic planning software package.

**Background**

The 2021 – 2024 Corporate Strategic Plan has served as the key document in guiding and aligning staff initiatives and Council consideration and decisions for the current term of Council. While the global COVID-19 pandemic has necessitated a focus on core operations and activities for the last 2 years, significant progress has been made in most of the focus areas and activities in the plan.

The implementation of the Envisio strategic planning software package provides staff with a robust and comprehensive tool to manage the administration and updates to the plan and will serve as the main communication and reporting tool for the plan going forward. Staff are finalizing the presentation of the plan on the municipal website and will be integrating analytical and financial information in future Envisio reports.

**Analysis**

Attached to this report is a current update report outlining the progress in each focus and activity area of the strategic plan. The report outlines the workplan, stepwise checklist and updates for each area, as well as indicators of past reports and council decision points for context. Over time, the report will evolve to include weighted checklists (for more refined progress measurement), financial information and data analytics which will provide more refined measurements of the outcomes of activities.

At the staff level, the software enables more automated and consistent progress tracking and, over time, a repository of Council and consultant reports which will provide full background and information for staff communication and engagement.

In addition, the software has the capability to integrate with our current financial systems, which we hope will create further alignment with our quarterly financial reporting.

**Financial Implications**

There are no financial implications associated with this report.

**Strategic Plan / Policy Impact**

This report and attachments address all elements of the Corporate Strategic Plan.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated 2022 0 19 concerning Corporate Strategic Plan Update be received as information.

Respectfully submitted,

Malcolm White

CAO

705.759.5347

[cao.white@cityssm.on.ca](mailto:cao.white@cityssm.on.ca)



**SAULT STE. MARIE**

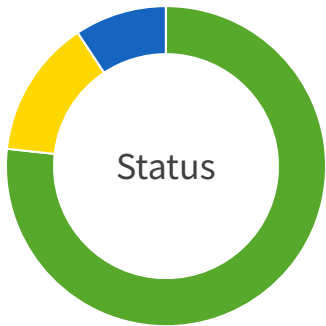
## **Update Report for Council**

Current Reporting Date: Oct 08, 2022

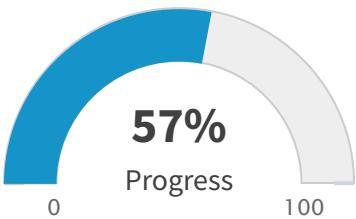
Report Created On: Sep 16, 2022

<b>4</b>	<b>14</b>	<b>43</b>
Focus Area	Goals	Activity

Overall Summary



	%
● On Track	76.74
● Some Disruption	13.95
● Completed	9.3



Focus Area 1 

Progress 49%

Infrastructure

Owner: Malcolm White

Goals 1.1 

Progress 50%

Asset Management

Owner: Larry Girardi

Activity 1.1.1

Mar 31, 2021 - Jun 30, 2024 

Progress 50%

Asset Management Plan

Owner: Carl Rumiel

Checklist (No Weighting) : 6/10

- Asset Management Update—City Facilities 2019
- Retain consultant—Linear Infrastructure
- Strategic Asset Management Policy Q2 2019
- Data research and capture—Linear Infrastructure
- Review Draft Report—Linear Infrastructure Q3 2022
- Council Approve Asset Management Plan—Linear Infrastructure Q3 2022
- Retain consultant – All Municipal Assets
- Data research and capture – All Municipal Assets
- Review Draft Report – All Municipal Assets
- Council Approve Asset Management Plan – All Municipal Assets Q4 2024

Work Plan

Every municipality is required to prepare a Strategic Asset Management Policy under O. Reg 588/17. It is intended to help improve the way municipalities plan for their infrastructure, bring consistency and standardization to asset management plans, spread best practices throughout the sector, and enable the collection of comparable data. An asset management plan for linear infrastructure (roads, bridges and culverts, water, wastewater and stormwater management systems) that identifies current levels of service and the cost of maintaining those levels is required by July 1, 2022. An approved asset management plan for all municipal infrastructure assets that identifies current levels of service and the cost of maintaining those levels is required by July 1, 2024. Update Asset Management Plans to include proposed levels of service, activities required to meet those levels and strategies for funding by July 1, 2025.

Report to Council July 12, 2021 awarding the RFP Asset Management Planning – Consulting Engineering to AECOM Canada Ltd with fees of \$210,000.

Report to Council June 17, 2019 authorizing professional services associated with conducting the Asset Management Assessment 2019 update for various city facilities at a cost of \$99,250.

Presentation and report to Council June 3, 2019 Strategic Asset Management Policy approved detailing policies and principles that together form a framework for the City’s asset management process. This framework is intended to enable the City to make consistent and sound decisions, plan for future needs, and build public confidence in municipal infrastructure.

Goals 1.2

Progress 57%

Maintaining Existing Infrastructure

Owner: Malcolm White

## Activity 1.2.1

Jan 01, 2019 - Dec 31, 2024

Progress 51%

### Capital Transportation Program

Owner: Carl Rumiel

#### Checklist (Equal Weighting) : 16/31

- Bay Street 2019 (Andrew Street to Pim Street)
- Ruth Street 2019 (Franklin Street to East Limit)
- Second Avenue 2019 (Connaught Avenue to Second Line)
- Leo Avenue 2019 (Queen Street East to Victoria Avenue)
- McNabb/St. Georges Improvement 2019 (Great Northern Road/Pim to Grand Boulevard)
- Black Road Widening 2019 (McNabb Street to Second Line)
- Fort Creek Aqueduct 2019
- Aqueducts—Other 2019
- Black Road Widening 2020 (McNabb Street to Second Line)
- Trunk Road 2020 (East Limit to West PL Civic 1275)
- Sixth Avenue 2020 (Wallace Terrace to Devon Road)
- Second Avenue 2020 (Connaught Avenue to Second Line)
- Aqueducts/Bridges 2020
- Third Line 2021 (Hospital Entrance to Black Road)
- Mark Street 2021 (Churchill Boulevard to Lake Street)
- Bridges and Aqueducts 2021
- Angelina Avenue 2022
- Cedar Street 2022 (Wilson Street to Tancred Street)
- Dufferin Street 2022 (Grosvenor Avenue to Trelawne Avenue)
- Angelina Avenue 2022 (Wellington Street East to Caesar Road)
- Bloor Street West 2022 (Patrick Street to Lyons Avenue)
- Southmarket Storm Sewer 2022 (Southmarket and Chartwell Drive)
- Trunk Road/Black Road 2022 (Southmarket to McNabb)
- Bridges and Aqueducts 2022
- Passchendaele Way 2022
- Stanley Street 2023 (Pine Street to Elizabeth Street)
- Carmen's Way 2023 (Queen Street West to Wellington)
- Wemyss Street 2023 (Pim Street to Trewlane Ave)
- Biggings Avenue 2023 (Queen Street to Wellington)
- Blake Avenue 2023 (McNabb Street to Wawanosh)
- Bridges and Aqueducts 2023

The Engineering Division will be reviewing and prioritizing the 2024 proposed capital transportation program in the spring of 2023 and will prepare a new 5-year Capital Transportation Program (2024-2028) which will be brought to Council at the beginning of Q3, 2023.

Five year projection of specific projects for roads, sewers, aqueducts, bridges and active transportation. Each project requires design work, tendering, tender award, and construction.

Activity 1.2.2



West End Wastewater Treatment Plant Upgrade

Owner: Carl Rumiel

Checklist (No Weighting) : 3/4

- Design Q2 2016
- Tender Q2 2020
- Tender Award Q2 2020
- Construction Q2 2023

Work Plan

The upgrade to the West End Wastewater Treatment Plant is required as the existing facility has outlived its serviceable life. Phase 1 includes the design, tendering and construction for replacement of dewatering equipment, inlet works, septage drop-off station, and some improvements to the HVAC.

The upgrade to the West End Wastewater Treatment Plant is required as the existing facility has outlived its serviceable life. Phase I includes the design, tendering and construction for replacement of sludge thickening and dewatering equipment, inlet works, septage receiving station, electrical upgrades, and HVAC improvements. There were a number of issues discovered during the construction phase which have been addressed as part of the project. The construction is progressing well and is expected to be completed within the allocated capital budget. Project completion is anticipated in Q2, 2023.

September 13, 2021 a report was presented to Council authorizing the construction of the Declorination System Retrofit at an estimated cost of \$272,843.

August 9, 2021 a report was presented to Council authorizing the effluent system upgrades at an estimated cost of \$570,000, including both engineering and construction.

September 14, 2020 a report was presented to Council authorizing Builders Risk Insurance in the amount of \$194,000.

June 13, 2020 a report was presented to Council authorizing engineering services for the Dechlorination System Retrofit at a cost of \$42,000.

June 8, 2020 a report was presented to Council authorizing the construction contract for the West End Wastewater Treatment Plant Upgrades in the estimated amount of \$36,900,000.

December 13, 2010 a upgrade study of the West End Wastewater Treatment Plant was awarded to AECOM.

### Activity 1.2.3

Dec 01, 2021 - Feb 28, 2023

Progress 35%

#### Renovate-Expand Downtown Transit Terminal

Owner: Brent Lamming

##### Checklist (No Weighting) : 8/11

- Community Consultation—Q2-2021
- Council approval for relocation expansion—Q4 2021
- RFP for Professional Services—Q4-2021
- Tender Construction Drawings—Q2-2022
- Terminal Relocation update and rejected Tender Results—July 11-2022
- Submit new capital budget request for 2023
- Submit modification request to ICIP to cover only Professional fees incurred to date
- Submitted new request for construction- renovation
- Budget review - February 2023
- Obtain professional services and tender if budget approved - Subject to ICIP response
- Complete renovation-construction - Subject to ICIP response

##### Work Plan

Planned renovations and expansion of the Downtown Terminal will result in: increased patron seating/standing area; fully accessible washrooms; new canteen and kiosk (public information area); newly renovated office space; AODA compliant access from bus bays to terminal; new sidewalk and exterior canopy; site lighting and security features (cameras); and new access control gate to maintenance area.

July 11, 2022 report presented to Council by the Manager of Purchasing with a recommendation to not award the tender as bids exceeded the approved budget.

July 11, 2022 report presented to Council with the following recommendations:

1. To not accept the low tender submission;
2. Transit Services to submit a change order to the Investing in Canada Infrastructure Fund to revise the approved \$2,000,000 Project to that of a Plan and Design phase project. Reduce from approved \$2,000,000 (City Share \$533,400) to \$238,142 (City Share 26.67%, \$63,512) to cover Professional and Design services including open house fees to date;
3. Prepare a revised budget estimate with IDEA to bring forward to the 2023 Budget Meeting;
4. Submit a new request to ICIP this summer for the build, tendering and contract administration service in order to expedite the process should Council approve the 2023 Budget request.

November 29, 2021 By-law 2021-225 presented to Council authorizing the agreement with IDEA Inc. for the Downtown Transit Terminal 111 Huron Street Relocation.

November 15, 2021 report presented to Council accepting of the proposal submitted by IDEA Inc., for the provision of Engineering Services Transit Terminal Relocation with fees of \$235,995.00 plus HST.

July 21, 2021 a report was presented to Council authorizing the issuance of a request for proposal to obtain a consultant to complete construction drawings and administer the tendering process for the renovation/build of the 111 Huron Street Transit Facility.

July 12, 2021 Tulloch provided a Class D Cost Estimate to Council. The revised project costs increased from \$2,000,000 to \$2,331,675 excluding any costs for any abatement and furniture, fixtures and equipment which Council supported.

Finalizing construction drawings for the renovated and expanded space at 111 Huron St. Tender results will be brought back to Council.

June 14, 2021 report presented to Council resulted in a resolution requesting staff to research and report back with additional information regarding the feasibility of constructing a new terminal at the existing Dennis Street and Queen Street East site, including potential costs and long-term operational implications.

June 29, 2020 report presented to Council authorizing engineering services to administer public consultation.

## Activity 1.2.4

Nov 04, 2019 - Dec 31, 2024

Progress 65%

### Parks and Recreation Master Plan

Owner: Brent Lamming

#### Checklist (No Weighting) : 11/20

- Approval of Parks Analysis Q4 2019
- Approval of Parks Master Plan Q4 2019
- Bondar Marina Replacement 2019
- Approval of Parks Revitalization Plan Q1 2020
- LED Lighting GFL Memorial Gardens 2020
- Roberta Bondar Roof Coverings 2020
- Pickleball Court Development—James Elliott Park—Q4 2021
- WJ McMeeken Centre Repairs 2020 and 2021
- Revitalization of Anna Marinelli Park Q2 2022 (Park portion 90% complete as at Sep. 2022)
- LED Lighting John Rhodes and Northern Community Centre Q2 2022
- John Rhodes Full Heat Recovery Unit Q3 2022
- John Rhodes Pool Tile Replacement—Beachfront and Middle Pool Q3 2022
- Roberta Bondar Park Sound System Q4 2022
- Revitalization of Rosedale Park Q4 2022-Q2 2023 (2 phases)
- Outdoor Field Lighting Rocky DiPietro and Queen E B Q4 2022
- GFL Memorial Gardens Stairwell Q4 2022
- Rocky DiPietro and Queen Elizabeth Field Outdoor Lighting Q4 2022
- Promenade Boardwalk Q2 2023 - Subject to Budget Approval
- Revitalization of Pointe Des Chenes Day Park Q2 2023
- West End Splash Pad Q4 2022 to Q2 2023

#### Work Plan

The Plan is intended for planning strategies to enhance and improve the delivery of municipal parks and recreation services and determining long-term budgets based on the priorities identified.

Community groups often bring capacity, passion, technical skills, and different funding capabilities. It is not the City's intent to duplicate recreational facilities or services that exist within the community.

Decisions with respect to parks and recreation facilities and services require a balance between quality of life and financial sustainability. The City will be fiscally responsible through the cost-effective and cost-efficient management of resources and the reasonable application of user fees and community resources.

August 8, 2022 By-law 2022-139 was presented to Council authorizing the execution of the additional Donation Agreement between the City and The Kiwanis Club of Lakeshore Foundation to support the purchase of playground equipment and/or park amenities at Rosedale Park.

Rosedale Park is the next priority identified in the plan. Funding for renovations has been provided in partnership with three community partners: Kiwanis Club Of Lakeshore \$80,000; Childcare Algoma \$50,000; and Kiwanis Club of Sault Ste. Marie \$10,000.

July 11, 2022 report presented to Council awarding the tender for supply and install of High Mast Field Lighting John Rhodes Community Centre Football Field to S & T Electrical Contractors Ltd. at the low tendered price meeting specification of \$233,927 plus HST, and that 5% Subdividers Reserve Fund be utilized to fund the shortfall, less any incentives received.

July 11, 2022 report presented to Council approving the use of \$625,000 in Canada Canadian Build Funds funding to advance the West End Splash Pad; a Request for Proposal for professional and contract administration services be completed; tenders for construction and splash pad playground equipment and installation issued if project is on budget; and direct staff to submit a supporting service level increase in the amount of \$115,000 to the 2023 Budget for ongoing operations.

May 25, 2020 report presented to Council approving the Parks Revitalization Plan and a capital request for park revitalization be submitted as part of the 2021 Budget prioritization exercise.

November 4, 2019 report presented to Council adopting Parks Master Plan Update 2020-2025 in principle with monetary requests referred to future budgets.

New Infrastructure

Owner: Malcolm White

Activity 1.3.1

Jan 01, 2019 - Dec 31, 2024

Progress 20%

Fire Master Plan Implementation – New Fire Hall

Owner: Peter Johnson

Checklist (Equal Weighting) : 1/5

- Council approval of new fire hall
- Purchase of property
- RFP for professional services - architectural design and development of fire hall
- Tender for construction
- Complete construction and commission of new fire hall

Work Plan

The Comprehensive Risk Assessment and Fire Master Plan contain the proposed strategic framework for the delivery of fire protection services for the City of Sault Ste. Marie, including the preferred Fire Station location and firefighter deployment model. Fire Services is preparing a plan for the development, design and acquisition of the most suitable property for the project.

Progress on this initiative has been delayed. Staff are currently undertaking a mandatory update of the Comprehensive Risk Assessment completed in 2017 to confirm the assumptions and recommendations in the CRA (and Fire Master Plan) and will be reporting to Council prior to the 2023 budget process.

During the 2019 Capital Budget process Council approved \$450,000 to be allocated for the development, design and acquisition of property for the project. The City is currently in the process of acquiring the most suitable available property.

March 19, 2018 a report from Fire Chief presenting the final Comprehensive Risk Assessment and Fire Master Plan. Both contain the proposed strategic framework for delivery of fire protection services. Recommendations outlined in the report were: Council approve Option 3 contained within the Fire Master Plan as the preferred Fire Station location and firefighter deployment model and direct the Fire Chief to develop an implementation plan for Option 3 for Council’s consideration and approval.

Activity 1.3.2

Jan 01, 2019 - Dec 31, 2024

Progress 20%

Landfill Biosolids Process and Design

Owner: Carl Rumiell

Checklist (No Weighting) : 1/5

- Pre-selection of Process Vendor
- Design
- Tender
- Tender Award
- Construction

Work Plan

The Biosolids Management facility is intended to address the challenge of managing the approximately 10,000 wet tonnes of biosolids from the two wastewater facilities, and to assist with odour mitigation. The process will convert the biosolids to a stable dry material that could be used for landfill cover and/or other beneficial uses. It is intended that the solution will also accommodate processing of source separated organics (SSO), to meet the provincially mandated requirements.

The Biosolids Management facility is intended to address the challenge of managing the approximately 10,000 wet tonnes of biosolids from the two wastewater facilities, and 5,000 wet tonnes of source separated organics (SSO). The process will convert the biosolids to a stable dry material that could be used for landfill cover and/or other beneficial uses. The project incorporated the processing of SSO to meet the provincially mandated Food and Organic Waste Policy. The project’s objective is also to mitigate odour concerns stemming from the biosolids currently received at the landfill site.

The pre-selection of vendors for the composting technology has been completed and the design is underway. The detailed design is on schedule for completion in Q3 of 2023. In preparation for the construction contract, site preparation activities will be beginning later this year. The tendering process is on track to commence in Q1 of 2024 with construction of the biosolids facility will begin in Q2 of 2024.

August 9, 2021 a report was presented to Council authorizing associated engineering work. processing equipment vendor selection, and provincially mandated work related to curbside collection of source separated organics. Approval included shop drawings and design support at an estimated cost of \$111,995.

### Activity 1.3.3

Jul 13, 2021 - Jun 30, 2023

Progress 65%

#### New Twin Pad Arena

Owner: Brent Lamming

#### Checklist (No Weighting) : 4/8

- RFP Professional Services Q3 2019
- Tender Awarded Q2 2021
- Piling for build Q3 2021
- Leasing of Pro Shop and Second Level space Q3 2022 for Q1 2023
- Building fully enclosed and water tight Q3 2022
- Substantial Completion Q1 2023
- Demolition of McMeeken Q2 2023
- Parking Lot Completion Q3 2023

#### Work Plan

An ice utilization study supported the replacement of an aging facility. The new Twin Pad will provide additional capacity. Working with consultants and contractors for completion estimated 2022. Demolition of McMeeken and parking lot completed by Summer 2023.

#### September 9, 2022 Construction Progress

- Interior Masonry block walls – complete
- Exterior Masonry Block walls completed, areas remaining for access into Rink 1 and 2
- Interior Spray Fireproofing complete in center core, ongoing in lobby space, Intumescent fireproofing started along north corridor and below walking track
- Interior plumbing rough-ins – work ongoing
- Interior electrical rough-ins – work ongoing
- Interior concrete Rink 2 apron complete, Rink 1 apron complete.
- Insulated Metal Panels installation ongoing, area remain where access into Rink 1 and 2 in use., awaiting corner profiles
- Thruwall membrane at base on exterior masonry completed, exterior foundation insulation and cement board installed and flashing
- Exterior spray insulation complete where exterior block walls are completed
- Steel guardrails at walking track, level 2 concourse and stairs installed
- Stair concrete poured at Stair 1, Stair 4 & stair 5
- Interior Metal Stud installation ongoing at Level 2 concourse.
- Exterior Metal stud installation at existing facility and stairwells ongoing
- Interior painting ongoing within center core
- Heating lines under rink slab at Rink 1 & Rink 2 installation ongoing
- Interior drywall on Level 2 started at North end of concourse
- Exterior window frame installation started

August 8, 2022 report presented to Council changing the order in the amount of \$142,383 for rubberized surfacing of the walking track be approved from contingency funding.

July 11, 2022 report presented to Council accepting the proposals submitted by Soo Pee Wee ProShop and Algoma District School Board for lease of space at the expanded Northern Community Centre, for a period of five (5) years

#### Site Activity

- Mechanical and electrical rough-ins are ongoing with more concentration on the existing soccer facility service feeds and temporary power for construction use
- Electrical mains from electrical room to new building ongoing
- Structural steel erections continues for Rink #1
- Structural tie-ins (including beams) to existing soccer facility has been completed
- Concrete pours: grade beams to north/west area of Rink #1 and pile caps to the south end of Rink #2
- Stripping and forming grade beams – Masons have mobilized to site and

have started layout and drilling for rebar

- Avery Construction is excavating for the access road to Rink #1 and pile caps for Rink #2

Significant milestones:

- Building fully enclosed and water-tight June 1, 2022
- Substantial completion remains December 14, 2022
- Demolition of McMeeken June 2023, phasing plan to be updated based on new sequence of events

May 31, 2021 an announcement that the Province would provide \$18,332,647 in funding for the NCC Twin Pad Expansion project. City Council awarded the project.

December 7, 2020 Council authorized the development of a twin pad arena located at 616 Goulais Avenue; staff begin the procurement process to obtain services to construct a twin pad arena and demolish the McMeeken Centre with a total project budget not to exceed \$28,800,000 funded through long term debt.

October 26, 2020 report presented to Council providing recommendations on the replacement for the McMeeken arena. Referred to the 2021 budget.

September 14, 2020 report presented to Council advising that the project was not successful through the ICIP Community, Culture and Recreation Fund.

November 4, 2019 report presented to Council authorizing the provision of architectural and engineering services associated with the planning, design, tendering and contract administration of the Twin Pad Expansion to be located at the Northern Community Centre, 616 Goulais Avenue, and approved up to \$1,310,000 to advance the project.

September 9, 2019 Council authorized staff to proceed with a request for proposal process for Architectural and Engineering Design and Contract Administration Services for a new twin pad arena to be located at 616 Goulais Avenue.

### Activity 1.3.4

Jan 01, 2022 - Dec 31, 2026

Progress 45%

#### Transit Procurement Plan

Owner: Brent Lamming

#### Checklist (No Weighting) : 8/13

- Council approved procurement plan from 2019 to 2021
- 2019-20 Purchases Received 14 Buses (two parabuses; six 40' buses; four 35' buses; and 2 community buses)
- Completed Northern Transfer Point (Sault College) Q2 2021
- Replaced Automatic Vehicle Locator Technology Q1 2022
- Council approved procurement plan and ICIP submission for 2022 to 2026
- 2022 Budget approved
- Upgrade Farebox Technology Approved Q3 2022 - Implementation Q2 2023
- Electric Vehicle Bus and Charging Infrastructure - Awaiting ICIP approval (submitted Jan 2022)
- Replace Bus Wash Bay - Awaiting ICIP approval (submitted Jan 2022)
- Replacement of Fueling Station - Awaiting ICIP approval (submitted Jan 2022)
- 2023 items being prioritized for 2023 Budget submission
- 2021 Bus Purchases (6 units – three 40 ft, one 35 ft, 1 Community, 1 Parabus) Q4 2022
- 2022 Bus Purchases (one 35' bus; one parabus; passenger vans on demand) Q4 2022

#### Work Plan

Staff has developed a detailed plan for expenditures covering the remaining five (5) years from 2022 to 2026. This is a fluid plan as there is still much we are learning regarding battery electric vehicle (BEV) buses and infrastructure. The plan includes electrification of approximately half of the bus fleet by the year 2026 (units ordered). It also introduces BEV Para buses, BEV community buses and BEV vans with supporting charging infrastructure.

Transit approved project cost from 2019 to 2022 is \$18,187,000 (City share \$4,850,473). Actual spend is \$13,525,000 (City Share \$3,607,118).

Council approved \$4,662,000 total spend of which City share was \$1,243,555 in 2022 budget.

Procurement complete for 2019 to 2020 for Council approved items via ICIP. Awaiting receipt for 2021 items and 2022 being planned for RFP and/or tender.

The first intake under ICIP covered the period from 2019 to 2021. The City's share representing \$3,457,118 over the three years was supported through the annual budget process in each of the corresponding years.

Staff has developed a detailed plan for expenditures covering the remaining five years from 2022 to 2026. This is a fluid plan as there is still much we are learning in regard to Battery Electric Vehicle (BEV) buses and infrastructure. The plan includes electrification of approximately half of the bus fleet by 2026 (units ordered). It also introduces BEV Para buses, BEV Community buses and BEV vans with supporting charging infrastructure.

Staff continue to liaise with the Ministry of Transportation as well as the Ontario Provincial Transit Association on the funding process. For projects to be eligible, they must meet at least one of the following outcomes, including:

- improved capacity of public transit infrastructure,
- improved quality and/or safety of existing or future transit systems, and
- improved access to a public transit system.

The plan calls for a City investment of approximately of \$1.28 million annually. This leaves \$6 million in Federal and Provincial funding not utilized. To fully utilize ICIP funding would require an additional City share of investment of \$1.63 million annually over the next five years or approximately \$347,000 higher annually than presently budgeted.

There are change orders allowed throughout the process which increases flexibility and permit some change along the way. The plan is a living document and it is anticipated there will be changes when and where the business case supports and as new technology emerges.

Staff's continued goal is to maximize the \$43,354,392 (\$11,610,622 City share 26.67%) in available grant funding to the City subject to annual budget approval. For the years 2019 to 2021, the City approved \$13,525,000 in expenditures of which the City Share was \$3,457,118.

For the years 2022-2026, the City will be requesting \$24,052,785 through ICIP. The City will be responsible for \$6,414,878. This equates to approximately \$1,280,000 on an annual basis for budgetary purposes.

The projected annual City spend of \$1.28 million, or \$1.6 million if remaining available funds are fully maximized, is not included in the present tax levy and will result in an increased obligation for taxpayers if approved.

March 29, 2021 report presented to Council concerning application to the Infrastructure Canada Investment Program for 2022-2026. Staff was authorized to submit the five year plan to the ICIP Transit Stream. Staff will bring the Transfer Payment Agreement(s) back to Council for approval when available. Staff will also be required to submit a yearly budget request as part of the annual budget process for Council review and approval.

### Activity 1.3.5

Jan 01, 2020 - Dec 31, 2024

Progress 60%

#### Mausoleum Master Plan

Owner: Brent Lamming

#### Checklist (No Weighting) : 5/6

- RFP for Professional Services—Phase 15 Q4 2019
- Tender for Mausoleum Expansion—Phase 15 Q1 2020
- Construction Mausoleum—Phase 15 Q3 2020
- RFP for Professional Services Awarded Phase 16 Q1 2022
- Tender for Construction Phase 16 Q2 2022
- Construction Phase 16 Q4 2022

#### Work Plan

A Mausoleum Master Plan is in place identifying location and layout for proposed future builds to meet ongoing demand. To date there have been 15 builds with another scheduled for summer 2022.

Idea Integrated Design was selected as the professional services firm through the RFP process.

April 12, 2021 report presented to Council assessing the demand for building an indoor mausoleum, and requesting approval to bring forward a capital request to construct a new outdoor mausoleum as part of the 2022 or 2023 budgeting process.

January 6, 2020 report presented to Council awarding the tender for Mausoleum Expansion – Phase 15 at \$1,013,000.00.

### Focus Area 2

Progress 47%

#### Service Delivery

Owner: Malcolm White

#### Goals 2.1

Progress 65%

#### Delivering Excellent and Equitable Customer Service

Owner: Malcolm White

### Activity 2.1.1

Jan 01, 2019 - Dec 31, 2034

Progress 60%

#### KPMG Municipal Service Delivery Review Follow-Up

Owner: Malcolm White

#### Checklist (Equal Weighting) : 14/23

- Explore potential for continuous improvement pilot (ie Lean Six Sigma)
- Identify an approach to measure implementation of the strategic plan
- Conduct a citizen satisfaction survey to assess service and service delivery performance
- Centralizing communications functions and brand compliance
- Ensuring integration of legal services into corporate decision making processes
- Review the number of Council committees and sub-committees
- Review City's procurement practices and procurement by law
- Undertake vendor rationalization
- Establish data analytics functions within the Finance Department
- Review the potential of reducing snow removal services during winter months
- Investigate potential for energy efficient projects
- Expand use of Automatic Vehicle Locators on municipal fleet
- Review customer service practices for municipal cemetery operations
- Explore potential of reducing cemetery maintenance levels (grass cutting)
- Review the potential discontinuation of crematorium services
- Explore the creation of one maintenance unit to provide all outdoor municipal maintenance
- Review potential of reducing level of maintenance for municipal sportsfields
- Consolidate various activities within Public Works and Engineering Services (design, asset management, traffic/signage, source water protection)
- Review reporting structure for Accessibility functions
- Review potential of centralized fuel procurement
- Review discontinuing 2 hours of free parking in downtown area
- Establish a municipal succession plan
- Increase the use a data analytics within municipal operations

While the operational focus during the pandemic has delayed some of the follow up to the service review, good progress has been made on the overall listing. Some of the more significant activities from the review are listed as separate activities within the strategic plan. A comprehensive report to the new Council is scheduled for Q4 to coincide with preparations to consider the 2023 budget.

A Municipal Services Review was conducted by KPMG and results reported to Council in January, 2020. The review identified a number of potential operating efficiencies and service level adjustments that are being assessed by staff.

#### Work Plan

A Municipal Services Review was conducted by KPMG and its results reported to Council in January, 2020. The review identified a number of potential operating efficiencies and service level adjustments that are being assessed by staff.

### Activity 2.1.2

Dec 09, 2019 - Oct 25, 2021

Progress 100%

#### Fleet Services Review

Owner: Susan Hamilton Beach

#### Checklist (No Weighting) : 5/5

- Apply for FCM funding Q3 2020
- Develop and release RFP for consulting services Q3 2020
- Award RFP for consulting services Q3 2020
- Present recommendations to Council Q3 2021
- Refer budget request for Phase 2 to 2022 budget deliberations Q4 2021

#### Work Plan

The goal of the Fleet Services Review is to improve the City fleet's effectiveness and efficiency for key fleet management functions such as vehicle acquisitions, maintenance and repair, provision of fuel, accident prevention, and staffing in order to achieve the appropriate balance between the fleet cost and the service level provided to clients. The review consisted of four main components: fleet benchmarking; cost of services; management practices review; and a right-sizing study.

July 13, 2020 report presented to Council requesting approval of the submission to the Federation of Canadian Municipalities for funding to complete the Public Works Fleet Management Services Review.

September 28, 2020 report presented to Council requesting approval to award the RFP to Mercury Associates for \$116,240 from the Public Works Equipment Reserve.

October 25, 2021 presentation made to Council outlining recommendations of the Fleet Management Services Review. Three budget requests were identified and referred to the 2022 budget: an increase of \$250,000 to the Public Works equipment reserve; \$30,000 advisory service in relation to the replacement plan; and \$100,000 to focus on streamlining work processes and determining our most efficient mode of future operation.

December 7, 2021 Council approved budget requests for Phase 2, including replacement plan advisory services and streamlining work processes in the amount of \$130,000.

### Activity 2.1.3

Sep 30, 2020 - Mar 31, 2023

Progress 25%

#### Civic Centre Security/Customer Interaction Review

Owner: Carl Rumiel

#### Checklist (No Weighting) : 4/5

- Security Study
- Contract consultant for design services
- Complete design
- Tender
- Construction

#### Work Plan

Increase security at the Civic Centre, physical distancing, and centralize customer service. Construct kiosks in the lobby of the Civic Centre and restrict access to the remainder of the building through security identification cards. Install a new sprinkler system.

A new sprinkler system is included in this work which was tendered in spring 2022. The tender value was over budget. City staff have taken on the renovation project to save money.

A Security Assessment Study was completed to provide an overview and analysis of existing security systems, technology and physical security program at the Ronald A. Irwin Civic Centre.

## Activity 2.1.4

Mar 08, 2021 - Dec 31, 2022

Progress 75%

### Third Party Parking By-law Enforcement

Owner: Brent Lamming

#### Checklist (No Weighting) : 3/6

- RFP for 3rd Party Enforcement Services Q3 2020
- Pilot Commencement Q1 2021
- Pilot Extended 1 year Q3 2021
- Report Back to Council Q4 2022
- Issue RFP or Extend Subject to Council Approval Q3 2022
- Bring to 2023 Budget for review and or approval Q4 2022

#### Work Plan

The purpose of third party parking enforcement is to minimize Police Services involvement in the enforcement of parking related complaints and illustrate to the City that enforcement could be accomplished in this manner. The third party by-law enforcement pilot began at the start of 2020. There was initial success in aiding with preventing residents from on street parking in terms of snow removal. Public Works advises that a minimum of 100 hours of supervisory time have been saved by being able to direct the call to the contractor. In addition, countless hours have been saved by the snow removal crews not having to return to a location where they had to go around a parked vehicle and/or return to remove a bank that was inaccessible.

Submit operating increase as part of 2023 budget deliberation, if recommending.

Issue RFP in Q3 2022 for three year time frame to have for 2023 Budget Meeting.

September 2021 extended for one year on purchase order.

September 28, 2020 report presented to Council authorizing an extension of the one year pilot for third party by-law enforcement; permit a more proactive enforcement approach by the proponent to increase the service level; and to issue a Request for Proposal in 2021 for a three year timeframe contingent on satisfactory results as measured by staff.

December 9, 2019 Council approved the pilot project.

May 6, 2019 report presented to Council to establish a one year pilot for third party by-law enforcement and authorized the issuance of a Request for Proposal.

## Goals 2.2

Progress 5%

### Developing Employees

Owner: Malcolm White

### Activity 2.2.1

Jan 01, 2019 - Dec 31, 2024

Progress 10%

Develop an updated Non-Union Performance Evaluation system to replace the current system.

Owner: Malcolm White

#### Checklist (No Weighting) : 0/5

- Review best practices (complete for CAO)
- Consult comparators (complete for CAO)
- Develop standardized packages/processes for each non-union level (SMT, Director/Manager, front-line Supervisor)
- Staff training
- Implementation

#### Work Plan

Develop and implement a new performance management/goal setting process for non-union staff, with an emphasis on goal integration with strategic plan and operational plans and staff development.

A new performance evaluation process for the CAO position has been adopted and completed. A variation of the of this process is being utilized for SMT members reporting to the CAO. The development of a package/process for the remainder of non-union staff will be completed after the recruitment process for Director of Human Resources.

### Activity 2.2.2

Jan 01, 2019 - Dec 31, 2024

Progress 0%

Leadership/Non-technical Training Review

Owner: Malcolm White

#### Checklist (No Weighting) : 0/4

- Review of current service and functional area training practices and requirements
- Review of training resources (providers and materials)
- Development of an annualized corporate training plan
- Implementation

#### Work Plan

Review and develop a corporate plan for leadership and non-technical training for staff development.

Operational requirements during the pandemic resulted in a pause on this activity while technical training requirements were focused on and maintained. The activity will resume once the Director of Human Resources recruitment is completed.

### Goals 2.3

Progress 51%

Eliminating Barriers to Business and Streamlining Processes

Owner: Malcolm White

### Activity 2.3.1

Jan 01, 2019 - Dec 31, 2024

Progress 42%

Comprehensive review of existing delegation of authority by-laws and gap analysis was completed in October 2020.

#### Comprehensive Delegation of Authority By-law

Owner: Malcolm White

#### Checklist (Equal Weighting) : 3/7

- Review of existing delegation of authority by laws
- Survey Senior Management Team to identify gaps in existing delegation of authority by laws
- Prepare draft delegation of authority comprehensive by-law and circulate for review
- Determine how to track agreements signed by delegated authority for renewals
- Determine centralized location for agreements so other departments have access if needed
- Determine how to ensure insurance coverage on delegated agreements is being renewed annually
- Report to Council to approve by-law

#### Work Plan

The *Municipal Act, 2001* provides Council with the ability to delegate its powers and duties under this or any other Act to a person or body subject to restrictions set out in the Act. The delegation of certain minor routine administrative and legislative powers will contribute to the efficient management of the City while still adhering to the principles of accountability and transparency.

### Activity 2.3.2

Jan 01, 2019 - Dec 31, 2024

Progress 20%

#### Digital Strategy Implementation

Owner: Frank Coccimiglio

#### Checklist (Equal Weighting) : 9/17

- Secured ongoing operating funds for the enhanced network
- Releasing and awarding RFP for City Wide Area Networks enhanced services in Q1/Q2 of 2022
- Primary internet service increasing to 1GB with fail over circuit at 100MB Q1 2022
- Disaster Recover site 100MB internet Circuit Q1 2022
- Adopted a Cloud versus On-Prem Strategy 2021
- Implemented Cloud based solution in 2021 (Questica Budgeting, LMS, Email)
- Cloud implementation for 2022 (Avanti) Q4
- Current state analysis assessment Q3/Q4 2022
- Developing a mobile application strategy
- Licensed Microsoft Office 365 services 2021
- Migrated on-prem email service to Microsoft Office 365 Exchange Services 2021
- Deployment of Office OneDrive – Secure File Sharing Q1/Q2 2022
- Deployment of Office 365 Teams Collaboration Q2/Q3 2022
- Adopted a Cloud Approach Strategy
- Project Portfolio Management Strategy Workshop/Consulting Engagement 2023
- Data Warehouse & Analytic Workshop engagement 2023
- Data Management Strategy & Roadmap Workshop Engagement Q3/Q4 2022

#### Work Plan

The City recognizes the importance of innovating and providing enhanced digital services to residents. The Digital Strategy articulates the City's IT strategic roadmap outlining a vision for technology, strategic initiatives and the role of IT.

Information Technology (IT) Division has been striving to address a number of key initiatives from the Digital Strategy.

IT has enhanced the City's network resilience and capabilities by upgrading bandwidth speeds to meet the demands of all satellite sites, established redundant internet circuits and security.

Enabling a Mobile Workforce – this enhancement along with the implementation of Microsoft Office 365 Cloud based solution (Microsoft Online Exchange, Teams and One Drive).

Modernizing IT Technology – a number of cloud-based systems such as Questica Budgeting system, Learning Management System, Envisio Strat Plan, Risk Management System, were fully implemented and operational.

IT has acquired a membership to Info-Tech Research Group one of the world's fastest growing information technology research and advisory company, serving over 30,000 IT professionals. They provide unbiased and highly relevant search to help make strategic, timely and well-informed decision as well as providing actionable tools and analyst guidance, helping IT deliver measurable results. Info-Tech has been working with IT staff on creating and enhancing IT plans.

Information Technology's team of System Programmers/Analysts received recognition for hitting a milestone with Municipal GitHub rankings. The City's IT department shared more than eighty projects' repositories on GitHub, an Open Source/Data Community, shared by the programmer community. The City ranks second amongst the Canadian municipalities that belong to the GitHub community. The GitHub community shares basic or open data such as property tax rate data along with online application programming that can be used by other municipalities to manage municipal operations.

Council report January 28, 2019 – Digital Strategy presented and referred to 2019 budget.

### Activity 2.3.3

May 06, 2019 - Jun 30, 2022

Progress 90%

#### Short Term Rental Regulations

Owner: Peter Tonazzo

#### Checklist (No Weighting) : 3/5

- Review Best Practices
- Draft Proposed Licensing Program
- Conduct Public Consultation
- Council Approval
- Implementation

#### Work Plan

Develop a licensing program to regulate short-term rentals in residential areas. The program will be developed in consultation with City staff from Planning, Tourism, Clerks, Legal, Finance, and the general public.

Report with recommended amendments to Zoning and new licensing to Council on Sept. 19, 2022. Rezoning and licensing by-laws will be on that same agenda.

November 2021 staff held two public consultation open houses (Zoom).

July 12, 2021 Council report setting out an approach to licensing short-term rental accommodations.

May 6, 2019 Council approved a resolution requesting recommendations on a framework that permits transit accommodation consistent with and respectful of residential neighborhoods.

### Focus Area 3

Progress 63%

#### Quality of Life

Owner: Malcolm White

### Goals 3.1

Progress 83%

#### Promote Quality of Life Advantages

Owner: Tom Vair

### Activity 3.1.1

Jan 01, 2019 - Jun 30, 2022

Progress 85%

#### Community Wayfinding Implementation

Owner: Travis Anderson

#### Checklist (Equal Weighting) : 6/7

- Apply for funding
- Request for Proposals
- Community consultation
- Development of Master Plan
- Implementation of Phase One
- Implementation of Phase Two
- Implementation of Phase Three

#### Work Plan

Wayfinding is one of several steps we will be taking over the course of the next several years to revitalize Sault Ste. Marie's downtown. The goal is to create a wayfinding system that increases the attractiveness of our downtown by helping residents and visitors alike efficiently navigate to area destinations and amenities, while also creating positive perceptions for the area.

Overhead signs have been installed at multiple locations. Stonework at Huron St. Welcome sign complete. Wayfinding design complete and installation has commenced throughout the community. Street signage installation continues. Skilled labour shortage, supply chain issues, below average seasonal temperatures, and the COVID-19 pandemic have resulted in installation delays.

Wayfinding installation has commenced throughout the community. Street level signage has been installed throughout the downtown, with larger vehicular signage being installed to the elsewhere in the community.

Installation to continue in spring/summer 2022 and anticipated to conclude June 30, 2022. Overhead signs will be installed in May/June. Stonework on Huron St. welcome sign will commence as soon as temperatures rise. Installation delays have been experienced due to weather and supply chain issues.

January 25, 2021 two reports presented to Council authorizing a refund of \$21,700 from Destination Northern Ontario be allocated to 2021 wayfinding projects; and awarding the request for quotations in the estimated amount of \$333,909.

December 14, 2020 report presented to Council authorizing staff to allocate \$160,000 from the Downtown Strategy project funding to implement vehicular wayfinding in the downtown.

August 10, 2020 report presented to Council and implementing a Pedestrian Scale Wayfinding Strategy was outlined as a Downtown Public Realm Priority.

June 8, 2020 Council authorized an expenditure not to exceed \$40,000 of previously approved funds to complete the Huron Street Welcome Sign.

February 3, 2020 awarded the RFP for the fabrication, delivery and installation of Wayfinding Signage in the estimated amount of \$124,250.

December 2, 2019 Wayfinding Master Plan presented to Council.

September 24, 2018 report presented to Council awarding the project to Corbin Design, Inc. at an upset limit of \$58,900.

November 21, 2016 report presented to City Council requesting approval of the Downtown Strategy in which signage and Wayfinding Strategy were identified as recommendations.

Activity 3.1.2

Jan 01, 2019 - Dec 31, 2024

Progress 80%

Remote Worker Attraction Campaign

Owner: Travis Anderson

Work Plan

Developing a marketing campaign utilizing digital and print advertising to attract skilled workers to Sault Ste. Marie.

June 28, 2021 staff provided update to council regarding marketing efforts.

A robust marketing program has been in place since 2019. The new resident attraction program includes marketing the competitive advantages Sault Ste. Marie has to offer, including short commute times, lower cost of living and access to outdoor amenities.

Assembling videos highlighting quality of life and job opportunities in SSM, ongoing social media marketing, overseas marketing including features in British Medical Journal, attended newcomer job fair in the GTA, and collaborating with OLG/Plato on recruitment initiatives.

Developing RFP for digital identification of skilled workers from overseas.

Expanded marketing efforts to overseas, with a focus on geographic areas that meet our labour needs.

Advertorial features in Globe & Mail and Macleans, as well as digital marketing implemented in Q1 2022

Roll out of Adventure Pass program in 2021 – \$500 gift certificate provided to any new residents who relocated to SSM after June 1, 2021. The gift certificates were for local gifts or services tied to outdoor recreation. A total of 40 passes were issued.

New branding in 2018 designed to be more appealing to youth and young families with the specific purpose of trying to attract new younger residents.

Challenges faced include identifying appropriate publications to reach target audience, sourcing skilled trades for local employers, constraints in local housing market limit the ability to attract workers from outside Sault Ste. Marie, attraction efforts for certain professions (health care and skilled trades), demographic details are challenging to collect. Census data lags real-time data. 2021 population data does not reflect substantial population shift that occurred in 2022/2021. Next census data will not be collected until 2026.

Next steps will include conducting research on how to better reach target audience based on job trends and availability. Continue working with local employers to source skilled labour and marketing efforts outside Sault Ste. Marie. Focus will remain on markets that are known to contain individuals that meet our labour needs. Continue promotion of Sault Ste. Marie through print and digital media as a premier community for higher quality of life.

June 17, 2019 Council passed resolution requesting staff to develop a targeted recruitment plan to attract and retain skilled workers.

Goals 3.2

Progress 50%

Welcome and Seek Immigration

Owner: Tom Vair

### Activity 3.2.1

Jun 01, 2019 - Dec 29, 2023

Progress 75%

#### Rural and Northern Immigration Pilot Program

Owner: Travis Anderson

#### Checklist (No Weighting) : 5/8

- Application to Participate in RNIP
- Selected as RNIP Community
- Revisions and Translation of Immigration Portal and Promotional Materials
- Attend Events at Universities, Colleges and Job Fairs
- 2020 Annual Intake
- 2021 Annual Intake
- 2022 Annual Intake
- Final Reporting

#### Work Plan

The project will build upon Sault Ste. Marie's immigration successes achieved to date. The project includes continuing outreach to and education of local employers, organizing efforts with other community agencies to ensure seamless supports to businesses and newcomers; assessing newcomers' alignment with identified community needs; connecting potential newcomers with local job opportunities through both domestic and international outreach; 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.

#### Key Highlights

- Assisting employers with sourcing skilled labour;
- Attended info session to inform newcomers in the GTA about opportunities in Sault Ste. Marie;
- Employer forum held at Sault College;
- Planning for NCP virtual information session;
- Attended newcomer job fair in the GTA;
- Working with the Hospitality Sector and Sault College to organize a job fair;
- Collaborating with Sault College international recruitment team to target jurisdictions that have individual with skillsets that match our labour force needs;
- Employers are actively participating in the program and the number of local businesses utilizing the program is increasing.
- 2022 – Approximately 110 candidates approved
- 2022 – Sault Ste. Marie allocated 125 recommendations for Rural and Northern Immigration Pilot Candidates. Currently working with IRCC to increase Sault Ste. Marie's allocation for 2022.
- 2022 – Applications received and reviewed by Community Review Committee
- 2022 – Implementation of national and international marketing campaign to attract skilled labour
- 2022 – Employer outreach. Following up with local employers regarding labour needs. Ongoing efforts to source labour from within and outside of Canada
- 2021 Sault Ste. Marie allocated 125 recommendations for Rural and Northern Immigration Pilot Candidates
- 2021 – Applications received and reviewed by Community Review Committee
- October 12, 2021 Council approved FedNor Contract
- June 16, 2021 FedNor approves funding application in the amount of \$500,000.
- December 14, 2020 Council passed a resolution allowing staff to apply to FedNor for support in administering the Rural and Northern Immigration Pilot program.
- In 2020 Sault Ste. Marie allocated 125 recommendations for Rural and Northern Immigration Pilot Candidates
- 2019/2020 – Applications received and reviewed by Community Review
- 2019 – Employer Engagement -- held information sessions educating local employers about the Rural and Northern Immigration Pilot program and how it can assist with recruiting skilled labour to Sault Ste. Marie

- 2019 – Formation of Community Review Committee
- 2019 – Application received by Immigration, Refugees and Citizenship Canada and Sault Ste. Marie selected as one of the eleven communities across Canada to implement Rural and Northern Immigration Pilot
- In December 2019 the Rural and Northern Immigration Pilot program announced by Immigration Canada. Steering Committee formed and applications received.

#### Challenges

- Recruiting individuals in certain fields (e.g. skilled labour, skilled trades and health care)
- Locating individuals in the skilled trades
- Continued need to educate employers about the program
- Not all employers offer permanent full-time employment, which is a barrier to individuals hoping to utilize the Rural and Northern Immigration Pilot program
- Some employers are unwilling to hire individuals who are not historically from Sault Ste. Marie
- COVID-19 pandemic delayed hiring and employer awareness about the program

#### Next Steps

- Meeting with employers to discuss labour needs;
- Identify locations outside of Canada that meet our labour requirements;
- Participation in NCP information session;
- Ongoing attendance at job fairs;
- Ongoing review of RNIP candidates;
- Ongoing outreach to local employers to educate them about the program and how it can assist them with their search for skilled labour;
- Ongoing work to identify labour force demand
- Ongoing employer engagement
- Continue recruitment efforts and collaboration with local employers;
- Continue to support local employers through the program;
- Data collection to confirm applicants remain in Sault Ste. Marie; and
- Marketing in global jurisdictions where labour skill match local labour needs.

Activity 3.2.2

Jan 03, 2022 - Dec 31, 2022

Progress 25%

Welcome Newcomers

Owner: Travis Anderson

Checklist (No Weighting) : 3/3

- Engage community stakeholders
- Develop a schedule of welcome events
- Host community events in partnership with local stakeholders

Work Plan

City staff, through the Local Immigration Partnership, will engage with community stakeholders to assist in organizing events that welcome newcomers to the community.

Key Highlights

- A number of community events are being organized in partnership with community stakeholders. These events include: Immigration to Sault Ste Marie; Settlement in Sault Ste Marie; Multiculturalism Day Celebration; Immigration Sault Ste Marie Forum; Newcomers Bowling Night; Multicultural Festival – Marconi Meets World; World Refugee Day; Newcomer Event at Waterfront Adventure Centre; multi-cultural cooking classes and newcomer basketball games.
- Ongoing outreach to Career Centre to identify newcomers to SSM.
- Provide information on the services provided by Local Immigration Partnership.

Challenges

- Difficult to coordinate events with other service organizations
- Identify newcomers who are relocating outside of RNIP
- Difficult to find updated information on Ukrainian and other refugees that may be settling in Sault Ste. Marie

Next Steps

- Continued outreach to newcomers/support integration within the community.

Goals 3.3

Progress 69%

Vibrant Downtown Area

Owner: Tom Vair

### Activity 3.3.1

Aug 12, 2019 - Dec 30, 2022

Progress 56%

#### Downtown Plaza Project

Owner: Tom Vair

#### Checklist (Manual Weighting) : 7/9

- 2% Acquire 535 Queen Street
- 2% Acquire 516-526 Bay Street
- 30% Engage design firm and complete design
- 2% Finalize land exchange with Stone's Office Supply Ltd.
- 10% Undertake fundraising campaign
- 5% Apply to government funding programs
- 5% Issue tender for construction
- 40% Complete construction
- 4% Launch downtown plaza

#### Work Plan

The Downtown Plaza project will see the development of a new community gathering space in the downtown featuring a skating rink, fountain, stage, digital screen, play area, mobile retail units, public washrooms, and seating areas.

July 22, 2022 Update

**Key Highlights** – construction is underway at the site.

**Challenges** – some delays being experienced across different components of the project.

**Next Steps** - staff will continue to work with consultants and contractor to advance the project as quickly as possible.

June 30, 2022

**Key Highlights** – project advancing, construction work now underway with Avery Construction. Materials are being ordered and shop drawings being finalized for different components.

**Challenges** - some materials are difficult to procure but at this time project remains on schedule.

**Next Steps** - regular progress meetings are taking place with contractor and consultants.

May 27, 2022 Update

**Key Highlights** – project approved at May 2, 2022 Council meeting. Demolition work has been completed by City crews as per RFP; PUC and Enbridge finalizing services and Avery to begin site construction activities soon.

**Challenges** – supply chain issues are being experienced broadly by the industry and may present challenges. Long lead time items are being ordered and updated IFC drawings are being completed based on the value management options chosen.

**Next Steps** – construction to begin.

April 27, 2022 Update

**Key Highlights** – tender was received April 7, 2022. Staff have reviewed and conducted a value management exercise with the low bidder.

**Challenges** – bids came in over budget due to increase in costs for materials, fuel, etc.

**Next Steps** – Council report at May 2, 2022 meeting to seek approval to construct.

The downtown plaza project is a strategic project that is a critical component of the downtown revitalization strategy. Downtown is the only geographic area specifically mentioned in the 2016-2021 Corporate Strategic Plan.

“Vibrant Downtown Areas – We are striving to create a vibrant and attractive downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City.”

The health of a community's downtown is vital to economic development – it is one of the most important factors that businesses, labour force, students and youth use to assess the health of a community. The plaza project is a critical component of the downtown revitalization strategy and an opportunity to enhance the downtown for generations to come. A key component to the downtown plaza is having activity throughout the year. The features of the plaza (skating rink, water feature, stage and digital screen, play feature, mobile retail units) will help to draw people to the plaza and downtown area.

The procurement process has begun for the plaza project with a tender issued and closing date of April 7th, 2022. Once the bids are received and evaluated, a report will be brought to Council seeking approval to award the construction contract. It is hoped the construction will commence in Spring 2022 and the project largely completed by Winter 2022.

### Activity 3.3.2

Jan 01, 2019 - Dec 31, 2024

Progress 60%

#### Downtown Revitalization Initiatives

Owner: Tom Vair

#### Checklist (No Weighting) : 3/8

- Council approval downtown safety pilot program
- Implement downtown security patrols
- Implement Downtown Ambassador program with CMHA
- Develop activation plan with community stakeholders
- Update incentive programs for downtown development
- Council approval on incentive programs for downtown development
- Explore development options for Gateway site
- Council approval for Gateway site development

#### Work Plan

Undertake activities that assist downtown revitalization including activation, safety and security, project development and incentives.

September 15, 2022 Update – CMHA Downtown Ambassador and N1 security patrols continue. Staff developing budget to respond to Council resolution to investigate expanding Ambassador program. Continue to reach out to community stakeholders on activation opportunities. Second Gateway site meeting held.

August 23, 2022 Update – CMHA Downtown Ambassador and N1 security patrols continue. Staff continue to reach out to community stakeholders on activation opportunities. Second Gateway site meeting being scheduled.

June 30, 2022 – CMHA Downtown Ambassador and N1 security patrols continue. Downtown activation meetings are taking place with City staff and BIA. Staff are reaching out to community stakeholders on activation opportunities. Initial Gateway site meeting has taken place.

May 27, 2022 Update – CMHA Downtown Ambassador program has begun with soft launch. Downtown activation meetings are taking place with City staff and BIA. Initial Gateway site meeting has taken place.

April 27, 2022 Update

Key Highlights – the security patrols continue with N1. Recent activity included the apprehension of individual stealing from a vehicle in collaboration with City Police. CMHA set to begin Downtown Ambassador program week of May 2, 2022.

Challenges – CMHA had a delay in starting up the program due to difficulty hiring staff. This has now been resolved and new hires are on board.

Next Steps – Program launch for Downtown Ambassadors starting week of May 2, 2022. Communication with businesses will occur and ongoing reporting/ monitoring will begin to evaluate pilot.

City staff are advancing a number of initiatives and discussions with stakeholders to contribute to downtown revitalization. Activities include implementation of the downtown safety pilot program, evaluation and extension of incentive programs and evaluation of downtown activities and development of the Gateway site as per Council resolution.

The downtown safety pilot program is underway conducting nightly security patrols. Canadian Mental health Association has confirmed that they have been able to hire staff and we are coordinating on launch date for the Downtown Ambassador program.

Staff will return to Council with reports on activation and incentive programs and are making progress on all initiatives.

### Activity 3.3.3

Dec 13, 2021 - Sep 30, 2022

Progress 90%

#### New Queen and Spring Streets Urban Design

Owner: Peter Tonazzo

#### Checklist (Manual Weighting) : 3/4

- ~~10% Award Contract~~
- ~~40% Public Consultation~~
- ~~40% Prepare Conceptual Designs and Cost Estimates~~
- 10% Council Approve Study

#### Work Plan

The City's Downtown vision as approved by Council in August 2019 included the redevelopment of Queen Street as a pedestrian active space and the redevelopment of Spring Street as a woonerf. The City has retained a consultant to undertake public consultation, develop a conceptual plan and produce costs estimates for these projects. Projected completion of this study is the fall of 2022.

June 2022 – public meeting held

In receipt of conceptual design brief from Consultant

September 15, 2022 – working to schedule a meeting with the working group in the next 2-3 weeks to discuss next steps. Engineering report will be brought to Council in the New Year.

August 2019 Council approved a new vision for the downtown, which included the Queen Street Urban Design and Spring Street Woonerf.

City staff are reviewing preliminary conceptual designs.

Public open houses will be held with the downtown business community and the general public the first week of May followed by a second open house in early June to finalize the design.

### Goals 3.4

Progress 50%

#### Promote, Grow and Support Arts and Culture

Owner: Malcolm White

### Activity 3.4.1

Jan 01, 2019 - Dec 31, 2024

Progress 50%

#### Cultural Plan Implementation

Owner: Brent Lamming

##### Checklist (No Weighting) : 9/13

- Cultural Policy Adopted
- Cultural Vitality Committee created (former Cultural Advisory Board)
- Terms of reference approved by the Cultural Vitality Committee
- Updates made to the Cultural Policy in 2021
- Approval of the Public Art Policy Q1 2022
- Hire Arts and Culture Lead Q1 2022
- Annual Indigenous Arts and Cultural Festival—ongoing
- Annual Arts and Cultural Financial Assistance Program (On-going—spring and fall intake)
- Annual outside agency funding (September 1, 2022 deadline for submission)
- Annual Public Art Funding (On-going)
- Arts and culture website launch Q3 2022
- Engaging youth and creating mentorship opportunities – ongoing
- Heritage Trees – Q4 2022 to Q3 2023

##### Work Plan

The Cultural Policy was first adopted by City Council in 1991 and has been amended a number of times since; most recently at the December 12, 2016 meeting City Council. In 2017, A Common Cause and New Direction for Sault Ste Marie report identified Cultural Vitality as one of four pillars. One of the key recommendations was to update the City's Cultural Policy and develop a Cultural Plan. In 2019, the Community Cultural Plan 2019-2024 was developed after extensive consultation.

March 21, 2022 Cultural Policy recommendations were presented to Council and adopted except 1% commitment for public art. Council asked staff to review and report back on ways to finance public art projects.

February 22, 2022 Council approved the following public art projects: Bi'Minowaaseyaa To Bring Forth New Light – Light Box Project \$12,000; Traffic Wrap Program – \$12,000; and New Community Development Fund – Public Art Reserve with an upper limit of \$200,000 from the unspent funds allocated in the annual operating budget for public art.

December 13, 2021 report to Council with recommendations for distribution of the 2022 Arts and Culture Assistance Grants for the first of two intake periods: Conservatory of Music – \$16,286; Algoma Festival Choir – \$2,971; Thinking Rock Community Arts – \$6,175; Fringe North International Theatre Festival – \$19,264; Friends of Ermatinger Clergue National Historic Site – \$5,956; Adam Francis Proulx – \$2,933; Living History Algoma – \$7,693; Shadows of the Mind Film Festival – \$3,845; Strawberry Moon Collective (Ode Imin Geezis) – \$903; Indian Friendship Centre – \$4,362; and Sault Symphony Orchestra – \$6,650.

October 26, 2020 Council approved new terms of reference for Cultural Vitality Committee

September 24, 2020 Cultural Advisory Board supported changes to the committee name, and composition. Update Cultural Policy to reflect the changes.

Cultural Vitality Committee worked on updating the Cultural Policy, and passed a resolution requesting staff to bring the revised Cultural Policy and recommended revisions to City Council for adoption.

September 23, 2019 report to Council requesting approval to adopt the Sault Ste. Marie Community Culture Plan 2019-2024 in principle and direct staff to work to achieve the goals and actions outlined in the report.

July 15, 2019 report to Council providing an update on the FutureSSM Arts and Culture pillar, including GFL Memorial Gardens mural project; traffic wrap project with Sault College; public furniture; public pianos; downtown murals; and film, television and digital media activity.

### Goals 3.5

Progress 60%

#### Environment

Owner: Malcolm White

### Activity 3.5.1

Dec 13, 2021 - Sep 30, 2022

Progress 10%

#### Active Transportation Master Plan

Owner: Peter Tonazzo

#### Checklist (Manual Weighting) : 1/4

- ~~10% Award Contract for Active Transportation Master Plan Study~~
- 40% Community / Stakeholder Consultation
- 40% Develop Plan
- 10% Council Adoption of Plan

#### Work Plan

A new Active Transportation Master Plan will examine the current infrastructure to support cycling and walking, and will provide recommendations on how to enhance and expand these facilities to ensure that all areas of the community are connected by a system of walkways, cycling routes, and trails. The new plan will work to ensure that as many residents in the community as possible will be engaged in identifying and prioritizing active transportation infrastructure.

Anticipated completion – Spring 2023

Public consultation to commence Fall 2022

Staff has provided majority of background information to Consultant to begin working on the plan.

August 29, 2022 report presented to Council with an update.

WSP chosen as successful consultant.

December 13, 2021 a report to Council awarding the proposal for the development of an Active Transportation Master Plan.

August 9, 2021 a report to Council approving a Request for Proposals to undertake a comprehensive Active Transportation Master Plan study, to a maximum cost of \$150,000.

### Activity 3.5.2

Jan 01, 2019 - Dec 31, 2024

Progress 80%

#### Active Transportation Implementation

Owner: Peter Tonazzo

#### Checklist (Equal Weighting) : 4/5

- The Machine Shop Spoke
- Various on Road Cycling Routes
- Connect Northern Community Centre with Cooper Street
- Realignment Study Gateway District
- Huron Street and St. Mary's River Drive

#### Work Plan

Implementation of active transportation facilities provides for mobility options and improves accessibility for residents of the community. This project began with the Hub Trail and is ongoing.

Hub Trail re-alignment project to commence September 15, 2022 with an anticipated completion end of 2022. This is the last project as part of OMCC/City funding agreement.

March 21, 2022 Council will receive a report recommending four Hub Trail related projects at a total cost of \$1,403,000.

November 15, 2021 Council approved the construction of a section of the Hub Trail between Huron Street and St. Mary's River Drive.

April 12, 2021 Council approved a report for a study concerning the realignment of the Hub Trail in the Machine Shop/Gateway District.

September 14, 2020 a report was presented to Council approved the construction of the NCC path and bridge.

May 25, 2020 a report was presented to Council approving the design of a path and bridge to connect the new Northern Community Centre with Cooper Street.

July 13, 2020 a report was presented to Council approving various on road cycling routes.

June 29, 2020 a report was presented to Council approved construction of the Machine Shop spoke.

### Activity 3.5.3

Dec 14, 2020 - Dec 31, 2024

Progress 100%

#### Environmental Sustainability Committee

Owner: Travis Anderson

#### Checklist (Equal Weighting) : 4/4

- Establish Terms of Reference
- Establish environmental pillar under Community Development Fund
- Committee Established
- Appoint Committee members

#### Work Plan

Establish a Committee that takes an inclusive community based approach to support projects related to environmental sustainability. The Environmental Sustainability Committee will also oversee the review and implementation of the Sault Ste. Marie GHG reduction plan to advance climate change action across the community. The Committee will follow the FCM 'Partners for Climate Protection' (PCP) Program five-milestone framework which includes: creating a baseline emissions inventory and forecast; setting emissions reduction targets; developing a local action plan; implementing the local action plan; and monitoring progress and reporting results.

September 13, 2021 a report was presented to City Council recommending two projects to be funded through the Green Initiatives Program, which were approved. On November 15, 2021 a report was presented to City Council recommending one project to be funded through the Green Initiatives Program, which was approved.

January 25, 2021 a report was presented to City Council with a revised Terms of Reference and a recommendation from the Board and Committee Nominating Committee to add one additional citizen both of which were approved.

January 11, 2021 recommendations from the Board and Committee Nominating Committee were presented to Council and approved, including seven citizens and one Councillor. Council requested an amendment to the Terms of Reference to increase the number of citizens from seven to eight.

November 30, 2020 a report was presented to City Council establishing a Green Initiatives Program with an annual budget of \$50,000.

November 30, 2020 a report was presented to City Council where the Environmental Sustainability Committee was established to replace the Municipal Environmental Initiatives Committee, and the new Terms of Reference was approved.

### Activity 3.5.4

Dec 14, 2020 - Dec 31, 2024

Progress 50%

#### Community Greenhouse Gas Emissions Reduction Plan

Owner: Travis Anderson

##### Checklist (Equal Weighting) : 5/10

- Phase 1 Inventory
- Phase 2 Stakeholder Engagement
- Phase 3 Plan Development
- Set reduction target
- Phase 4 Implement the Plan
- Phase 5 Final Report
- Annual Report 2021
- Annual Report 2022
- Annual Report 2023
- Annual Report 2024

##### Work Plan

The goal for GHG emission reduction plan in Sault Ste. Marie is net zero by 2050. The City intends to take a staged approach to achieve this goal, and will focus on GHG reduction target of 10% corporate and 5% community between 2020-2030.

##### Key Highlights

- Selected consultant for Community Energy Finance grants
- Ongoing Environmental Sustainability Committee meetings
- Working with Community Services Department on GFL Memorial Gardens Ice Plant recommissioning
- Ongoing work to identify retrofit opportunities.
- Completed RFP for Community Energy Finance Grants
- Conducted solar energy virtual information sessions with Garden River First Nations
- Working with Enterprise services and parks on building retrofits for energy reduction
- Council adopted the Greenhouse Gas reduction plan December 2020.
- Full-time permanent employee (Sustainability Coordinator) hired June 2021
- Environmental Sustainability Committee established January 2021
- December 14, 2021 report presented to City Council requesting endorsement the Community Greenhouse Gas Reduction Plan.

##### Challenges

- Identifying projects that will result in significant Greenhouse Gas reduction that have funding to implement
- Not all departments are familiar with the plan and have not been instructed to implement emission reductions measures
- Funding limitations as many of the emission reduction projects require investment in capital projects and new technology

##### Next Steps

- Kick-off meeting for Community Energy Finance Grants Feasibility Study
- Continued implementation of emissions reduction work plan
- Ongoing engagement with City departments to implement Greenhouse Gas reduction initiatives
- Work with not-for-profits on the submission of Environmental Sustainability Committee grant
- Secure additional funds for implementation
- Apply climate lens to policies, procurement and decisions made by Council and staff

### Focus Area 4

Progress 65%

#### Community Development

Owner: Malcolm White

Goals 4.1

Progress 100%

Create Social and Economic Activity

Owner: Tom Vair

Activity 4.1.1

Jan 01, 2019 - Dec 31, 2024

Progress 100%

FutureSSM Implementation – Youth Initiatives

Owner: Travis Anderson

The Covid-19 impacted the implementation of a number of the programs related to youth with FutureSSM. City staff have supported a number of initiatives including:

- Support for frosh week concert for Algoma University students
- STEAM Centre Development Study
- Summer Moon Festival
- Improved recreational features (mountain biking, twin pad arena, Jamestown and Rosedale Park development)
- Summer concert series (including Alex Cuba performance)
- New Youth Hub led by Algoma Family Services and community partners

With the wind down of the Future SSM funding program, this item will conclude while ongoing youth programming and engagement with City departments will continue.

Goals 4.2

Progress 73%

Develop Partnerships with Key Stakeholders and Reconciliation

Owner: Malcolm White

### Activity 4.2.1

Nov 13, 2019 - Jun 28, 2021

Progress 100%

#### Community Safety and Well-being Plan

Owner: Tom Vair

#### Checklist (Equal Weighting) : 5/5

- Develop Community Safety and Wellbeing Plan
- ALT Review and Endorsement
- Police Services Board Review and Endorsement
- City Council Approval
- Submit to Province of Ontario

✓ALT Review and Endorsement

✓Police Services Board Review and Endorsement

✓City Council Approval

✓Submit to Province of Ontario

#### Work Plan

Community Safety and Well-Being Plans are provincially legislated for municipalities in Ontario under the Police Services Act, 1990 (effective January 2020). The Province has provided a framework to support planning which focuses on four domains of intervention: incident response, risk intervention, prevention and social development. The Plan also applies a collective impact approach to develop a common agenda and work collectively to address complex social issues, a social determinant of health lens to understand factors that contribute to community safety and well-being and applies an equity lens across all areas of focus recognizing the systemic barriers faced by marginalized populations.

## Activity 4.2.2

Jan 01, 2019 - Dec 31, 2024

Progress 70%

### Tourism Attraction Product Development

Owner: Travis Anderson

August 23, 2022 Update

#### Key Highlights

- Lock tour boat now operational
- Tour Train ticket bookings have been performing well
- Supporting Kinsmen on the development of their mountain bike youth skills park

#### Challenges

- Identifying new products to attract or develop in Sault Ste. Marie that are self-sustaining
- Finding skilled labour has been a challenge
- Trail contractors are extremely busy, which is resulting in a delay in trail construction

#### Next Steps

- Identifying new products to invest or acquire in 2023
- Continued promotion of the Tour Train
- Working with Lock Tour Operator to increase sales

August 2, 2022 Update

#### Key Highlights

- Finalized lock tour boat agreement
- Conducting marketing blitz for Tour Train
- Supporting Kinsmen on the development of their mountain bike youth skills park

#### Challenges

- Identifying new products to attract or develop in Sault Ste. Marie that are self-sustaining
- Finding skilled labour has been a challenge
- Trail contractors are extremely busy, which is resulting in a delay in trail construction

#### Next Steps

- Identifying new products to invest or acquire in 2023
- Continued promotion of the Tour Train
- Working with Lock Tour Operator on programming for opening day

May 27, 2022 Update

#### Key Highlights

- Bid received for construction for the continuation of the phase 1 trail system

#### **Challenges**

- Difficult to find contractors that are available to construct in 2022

#### **Next Steps**

- Evaluation of bids on going
- Working with proposed bidders to determine what work can be completed in 2022

April 27, 2022 Update

#### **Key Highlights**

- RFP release for construction of new mountain bike trails in 2022
- Meetings held with Watco regarding the operation and planning of the Agawa Canyon Tour Train in 2022
- Supporting Lock Tour Boat operator on operations schedule for 2022

#### **Challenges**

- Trail contractors are in high demand making it challenging to find companies that are available to do work in 2022
- Many schedules are determined by parties outside of staff's control and as such we have very little control over timelines

#### **Next Steps**

- Select contractor for trail construction continue to support business that are coming to market with tourism products.

March 30, 2022 Update

#### **Key Highlights**

- 2022 – Tourism Sault Ste. Marie is contributing \$200,000.00 to support a new Lock Tour Boat. The boat will be operation in July 2022 and will operate on an annual basis from the Victoria Day long-weekend to Thanksgiving.
- 2022 – Tourism Sault Ste. Marie & a portion of the City of Sault Ste. Marie's Tourism Department budget will be allocated to further mountain bike trail construction.
- 2021 – The Tourism Development Fund was made available to the public. The fund is available to support new or expand existing tourism products including festivals and events, as well as, physical assets i.e.

bike trails, ski-doo rentals, etc.

- 2021– Construction began on mountain bike trail network adjacent to Kinsmen park/Hiawatha Highlands2021: Installation of kayak docks at Bondar Marina and east of Pine St. Marina.

### **Challenges**

- The development of tourism products is a long-term initiative. Return on investment is not immediate and it make take several years to see the benefit.
- Cost – many of the projects assessed by team are high dollar value items and not obtainable without the support of grants.
- COVID-19 pandemic delays and supply chain issues, resulted in later than desired completion dates and in some cases resulted in the project being pushed to a subsequent year.

### **Next Steps**

- Continue to support product development investments through the Tourism Development Fund
- Continue construction of the mountain bike trail network in 2022/2023
- Support the Tour Boat through marketing and group sales
- Continue to assess new tourism trends and invest in projects that will drive growth in tourism

Tourism Development Fund was approved and application intake opened June 2021.

Activity 4.2.3

Jan 01, 2019 - Dec 31, 2024

Progress 50%

Advance Indigenous Relationships

Owner: Malcolm White

Checklist (No Weighting) : 1/1

- Bawating Advisory Circle

Work Plan

Council seeks to develop and strengthen the relationship with First Nations, Urban Indigenous residents, and Metis communities and to be a national leader in reconciliation through commitment, continuous trust building, and meaningful action.

The Bawating Advisory Circle was established as a way for engagement and dialogue to take place between the leadership of Sault Ste. Marie and of our neighbouring Indigenous communities and includes representatives from the Batchewana First Nation, Garden River First Nation, Historic Sault Ste. Marie Metis Council, Metis Nation of Ontario Youth Council, Indian Friendship Centre, Sault College (Indigenous Students Sacred Native Student Council) Algoma University (Anishinaabe Initiatives) and Children of Shingwauk Alumni Association.

The Bawating Advisory Circle’s mandate includes the following:

- to seek input along with the input from other First Nation leaders, representatives and community partners on community plans;
- to strengthen our own (advisory circle) relationships and the relationship between the First Nation community and the larger community;
- to acknowledge and discuss Truth and work towards Reconciliation;
- to seek advice, input and guidance on how the City can implement the recommendations from the final report issued by the Truth & Reconciliation Commission;
- to celebrate this area, its history and the tremendous culture of the First Nation communities and people.

Goals 4.3

Progress 58%

Maximize Economic Development and Investment

Owner: Malcolm White

### Activity 4.3.1

Jan 01, 2019 - Dec 31, 2024

Progress 95%

#### Completion of EDC/TSSM Transition

Owner: Tom Vair

#### Checklist (No Weighting) : 5/6

- Develop MOU with the Economic Development Corporation
- Incorporated Tourism Sault Ste. Marie
- Establish the Tourism Sault Ste. Marie Board
- Restructuring of the Community Development and Enterprise Services Department
- Transitioning staff into CDES
- Finalize the financial administration structure

#### Work Plan

The transition of the staff and functions of the Economic Development Corporation will be completed to improve coordination and communications related to economic development and tourism activities. The City will prepare necessary documents to complete the transition and ensure compliance.

Key Highlights – Economic Development staff are now all employed by the City of Sault Ste. Marie and reporting within Community Development and Enterprise Services. The team has been structured to support business attraction, business retention and expansion support services and entrepreneurship support through the Millworks Centre for Entrepreneurship.

Business Attraction – Direct outreach efforts are being made in strategic sectors including advanced manufacturing; information technology; clean technology and energy; biomass and forestry. The City is also working with a third party lead generation service to review leads from growth companies within priority sectors. New sectors continue to be explored such as Hydrogen generation, Battery Storage, Manufactured Lumber Construction. Opportunities for Trade Missions and Consulate introductions are being assessed and recommended where supportive of our sector strategy.

Business Support Services – Staff work directly with local businesses to support growth plans, identify and apply to funding support programs and provide resources. Staff conduct regular visits to local businesses to ensure they are aware of all available resources. Areas of focus include funding programs, supporting talent acquisition (RNIP) and working with local post-secondary institutions to support and develop long term job skill programs that will meet the future needs of local industry.

Entrepreneurship Support – The Millworks Centre for Entrepreneurship provide a number of services including:

- Summer Company
- Business Counselling
- Starter Company Plus
- Startup Visa
- Mentorship Program
- Incubation Services

Millworks Centre for Entrepreneurship also spearheads the Bridges for Better Business program that supports local business by providing a platform to showcase new entrepreneurs ideas and recognize the top participants annually.

New staff has recently been on boarded in Millworks to backfill for upcoming maternity leave and to replace open Small Business Advisor position.

Tourism Staff have been fully integrated within the City and are working hand in glove with the Community Development Department. Marketing efforts for new resident and visitor attraction are being implemented in a coordinated fashion between both groups. Tourism product development efforts, such as the installation of kayak docks and the construction of new mountain bike trails have resulted in an increase in visitation and have also led to the relocation of a number of families from Southern Ontario to Sault Ste. Marie.

## Activity 4.3.2

Jan 01, 2019 - Dec 31, 2024

Progress 50%

### Community Branding Implementation

Owner: Tessa Vecchio

#### Checklist (No Weighting) : 3/5

- ~~Hired a consultant~~
- ~~Community Engagement~~
- ~~Council approval~~
- Inventory items with previous branding - ongoing
- Implementation – replacing previous branding - ongoing

#### Work Plan

The branding is not just about a logo, name or tagline. It is about telling the story of the community and building a platform strategy around it that attracts others. A brand considers your reputation, your stakeholders and the many ways in which our story is told. Signage, City communications, economic development trade fairs to a Google search, all of these media elements and more are considered.

The City has taken a phased-in approach to implement the new visual identity. During this phased-in approach, the old and new visual identity will co-exist until such time that all applications are converted.

A phased-in approach is more cost-effective and fiscally responsible, allowing for all City departments to plan for the transition and properly allocate funds. A phased-in approach will also allow time for key audiences (youth, the community of Sault Ste. Marie, tourists, employers, and potential newcomers) to adjust to the new visual identity; in particular audiences internal to Sault Ste. Marie and provides the City with an opportunity to effectively communicate the change.

The City is committed to proceed with a financially responsible transition over the next several years with transitioning our most impactful assets to reflect the new brand first, followed by a phased in approach with further implementation over the next several years as part of the City's planning process.

An extensive process has been undertaken to develop a new brand and visual identity for the City of Sault Ste. Marie. Highlights include:

Spring 2017 - Community Adjustment Committee recommends Sault Ste. Marie better promote our community. "We need to develop a broad and cohesive community brand and communications strategy that celebrates our strengths, improves community spirit and sells our community to the world at large."

May 2017 – Using funds left available from the Community Adjustment Committee funding, an RFP process awards Trajectory the first phase of developing a community visual identity and promotion strategy.

June 2017 - Trajectory begins work to update and develop a community visual identity and promotion strategy.

June 2017 - April 2018 - Trajectory engages and consults with over 500 participants with four workshops, 461 survey responses and 15 one-on-one sessions.

June 2018 - Trajectory presents its final report, 'Sault Ste. Marie Brand Evolution', to City Council.

September 2018 - A Steering Committee is formed comprised of City staff and FutureSSM project team members, Algoma University, Sault College, Tourism Sault Ste. Marie, and the Sault Ste. Marie Economic Development Corporation. The Visual Identity & Branding Steering Committee was critical in gathering feedback, thoughts and opinions from community members, and taking that feedback to explore and refine Sault Ste. Marie's approach to the project.

October 2018 - RFP process awards Scott Thornley & Company (STC) to build on Trajectory's report to assess, improve and develop the community's current visual identity and promotional efforts. STC conducts over 15 one-on-one interviews with community leaders and stakeholders. During a series of two pop-up sessions at Algoma University and Sault College, and 12 consultation workshops with 150+ participants.

November 2018 - Based on stakeholder and community feedback from the areas of exploration, four Theme Areas are developed and reviewed with the Steering Committee and stakeholders for feedback. A competitive review (examining other municipalities) is also completed by STC to help guide the process.

January 2019 - A Brand Platform is presented to 150+ community members and stakeholders via 11 consultation sessions, several one-on-one meetings and one pop-up session at the Sault Ste. Marie Soup Kitchen Community Centre.

Based on the feedback from community members, the Steering Committee worked with STC over the course of a month to narrow the focus of the story and visual identity.

May 2019 - Council approves new City brand and visual identity

July 2019 - Begin delivery. City staff begin the transition and education with departments on the use of the logo and branding elements. Over the course of this roll out, planning and communication will take place across City departments to ensure alignment and proper planning (i.e. funding allocations)

is done effectively. Visual Identity workshops have taken place with all city staff to ensure every department and staff member is adhering to the new standards.

#### Phase 1

Sample applications have included:

- Stationary suite (letterhead, envelope, business card)
- PowerPoint template
- Bus wrap
- Website homepage
- Social post (Facebook, Instagram, LinkedIn)
- Pop-up banner
- Poll banners
- Swag (Pens, Portable water bottles)
- Typeface
- Colour palette
- Photography style

Phase 2 provides an opportunity to properly plan across City departments and with external contractors (i.e. video, web development). This phase included outreach to key partners (Algoma U, Sault College, Tourism SSM, major employers, etc.).

The following materials will be developed during this phase:

- Launch video - powerful, 30 seconds (pride in our community/ attraction)
- City website update with new logo and colours
- Ad design & strategy (look based sample application provided by STC)
- Attraction
- Community Pride
- In partnership with partners (EDC, Tourism, Algoma U have expressed interest in collaborating on this already).
- Outreach to local people to be used in ad campaign/videos,
- Photography/videography of local people & stories
- Social campaign & strategy

Phase 3 is the official launch of the new visual identity. This will be tied to a new attraction website, ad campaign – digital and print, and labour force development announcement.

Phase 4 involves the actual conversion of applications from the old visual identity to the new visual identity. The following applications have been converted in Phase 4 – Part I. It is important to note, some applications like City truck decals or uniforms may be updated based on the ordering schedule of certain departments. There will also be priority given to location (ex. Traffic box wraps & signage in the downtown will be given priority over areas closer to city boundaries).

- Stationary suite (letterhead, envelope, business card)
- PowerPoint template
- Additional swag
- Poll banners
- Tradeshow materials

In addition, an ongoing video and ad (digital and print) campaign will be delivered.

Phase 5 involves longer-term conversion of applications from the old visual identity to the new visual identity. The following applications will be converted in Phase 4 – Part II. It is important to note, some applications like City truck decals or uniforms may be updated based on the ordering schedule of certain departments. There will also be priority given to location (ex. Traffic box wraps & signage in the downtown will be given priority over areas closer to city boundaries).

- Bus wraps
- City Vehicle decals
- Gateway signage
- Other City signage
- Traffic box wraps
- Staff uniforms

### Activity 4.3.3

Jan 01, 2019 - Sep 30, 2022

Progress 90%

New Official Plan

Owner: Peter Tonazzo

#### Checklist (No Weighting) : 5/7

- Allocate Budget
- Public Consultation
- Draft Background Report
- Draft New Official Plan
- Required Public Consultation
- City Council Approval
- Provincial Approval

#### Work Plan

The City's previous Official Plan was completed in 1996 and a new Official Plan is needed to reflect changing requirements and priorities in the community and comply with Provincial requirements. The Official Plan will be developed with extensive consultation with other municipal partners, public agencies, and the general public.

Submitted to Provincial for preliminary comments Mid-April 2022. Anticipating preliminary comments to be received within 4-6 weeks, but beyond our control.

Bring Draft OP to Council for final approval in the New Year. This will include review on rural estate subdivisions and fourth units.

April 11, 2022 Release draft Official Plan for public consultation and provincial review.

February 7, 2022 Council received an update on public consultation.

September 27, 2021 Official Plan Background Report was released.

Shape the Sault, the City's new Official Plan project launched in February 2018.

As part of the 2017 capital budget, Council allocated \$250,000 to this project. There is currently \$65,684 remaining which is sufficient to carry this project through to completion.

#### Activity 4.3.4

Mar 01, 2021 - Dec 31, 2024

Progress 66%

##### Investment Attraction Pilot

Owner: Rick Van Staveren

##### Checklist (No Weighting) : 3/5

- Request for Proposals Awarded
- Ongoing review of leads and reach out to companies
- Initial Update to Council
- Interim Update to Council
- Finalize Report to Council

##### Work Plan

Investment Attraction Pilot is designed to provide qualified introductions to C-level executives at companies who are looking to expand into Canada or relocate within the next three years. The program is tracked through the Economic Development Customer relationship management system to provide long-term oversight and insight. Third party lead generation program funded by the Economic Development Corporation to attract global businesses to Sault Ste. Marie.

Key Highlights – Third party lead generation firm provides leads in target sectors for City review and outreach. Key sectors have been identified and growth companies are identified through a number of criteria:

##### Criteria for List Development

- Company is reputable, known to create highly skilled jobs and has significant market share in their sector
- Company has a solid operating and financial track record – annual revenue shows growth and profitability
- Company is financially able to expand internationally without the requirement of government support
- There is evidence the company is considering an expansion or as a business need to expand
- Company has existing business relationships in Canada
- Company has experience with Foreign Direct Investment and/or has executed global expansions elsewhere
- Company can benefit by being in closer proximity to existing clients and/or suppliers already in Canada
- Company has expanded in the past 5 years. These companies are statistically more likely to expand again in the short-term.
- Businesses that have needs that are well-served by the assets available in SSM
- Company has necessary capitalization or access to capital

Next Steps – Staff continue to review leads and conduct outreach to the companies to introduce and present a business case for Sault Ste. Marie while also assessing the company's expansion plans and fit for Sault Ste. Marie. Additional lead generation is underway with the support of Sault Ste. Marie Innovation Centre resources to continue to develop acquisition opportunities through targeting focus industries.

Monitoring direct, indirect and induced impacts of new businesses/expansions.

Working with Sault Ste. Marie Innovation Centre on targeting key industries.

### Activity 4.3.5

Feb 22, 2022 - Aug 31, 2022

Progress 10%

#### Community Improvement Plan – Redevelopment of Older Buildings

Owner: Peter Tonazzo

##### Checklist (No Weighting) : 0/6

- Conduct best practices review
- Present options to Council
- Draft Community Improvement Plan
- Public consultation
- Council approval
- Request budget

##### Work Plan

Develop a Community Improvement Plan for encouraging the adaptive reuse of older buildings or demolition where necessary.

February 22, 2022 Council directed staff to prepare a Community Improvement Plan encouraging adaptive reuse of existing buildings or demolition and redevelopment where necessary

### Activity 4.3.6

Oct 31, 2011 - Dec 31, 2024

Progress 25%

#### Port Initiative

Owner: Tom Vair

##### Checklist (No Weighting) : 2/7

- Review previous materials developed by consultants
- Engage with key community stakeholders
- Confirm go-forward plan to advance project with stakeholders
- Council approval on next phase of port project development (e.g., updated market study, governance model)
- Confirm financial resources to advance port development
- Undertake construction of port facilities
- Launch port operations

##### Work Plan

Advance the development of a public port in collaboration with Algoma Steel and other community stakeholders with the goal of creating new jobs and economic diversification.

Update Challenges – There was a pause in the Port development discussions while management was dealing with the recent union negotiations. With the recent resolution of contract negotiations, Algoma Steel has committed to resume discussions with the City on the development of the Port project.

Initial discussions have been held with consultant working with the Hamilton Oshawa Port Authority to discover opportunities that may support development of the Port, including areas such as port logistics, efficiency and automation that could assist in the development of a win/win financial situation with Algoma Steel supporting a public port.

Next Steps – Second meeting with working group to be set up to review options for port development and finalize next steps to advance project.

### Activity 4.3.7

Dec 31, 2018 - Dec 31, 2024

Progress 75%

#### Business Retention and Expansion Strategy

Owner: Rick Van Staveren

#### Checklist (No Weighting) : 3/5

- Develop Outreach Strategy
- Ongoing discussions with local businesses
- Identify Funding Opportunities
- Implementing Strategy
- Update Executive Pulse (Customer Relationship Management System)

#### Work Plan

The Business Retention and Expansion Strategy is intended to help grow and support existing businesses in the community. The project will identify growth opportunities and action items through a comprehensive outreach strategy to local business and stakeholders.

**Key Highlights** – Staff will continue to conduct outreach efforts to reach all businesses in Sault Ste. Marie and make them aware of support services, funding opportunities and provide business services as required.

**Challenges** – Staff turnover has occurred which caused some delay in outreach efforts - new staff are now in place and undertaking a renewed outreach program. Staff is executing on the Business Retention and Expansion Strategy that is in place.

**Next Steps** – Staff utilize Executive Pulse customer management system to track client outreach and next steps with clients. Funding application support continues to be provided to business clients as well as general support services.

### Activity 4.3.8

Jun 01, 2021 - Dec 31, 2024

Progress 50%

#### Business Attraction

Owner: Rick Van Staveren

#### Checklist (No Weighting) : 4/7

- Establish Key Verticals
- Establish Key Metrics
- Establish Reporting Process
- Annual Report 2021
- Annual Report 2022
- Annual Report 2023
- Annual Report 2024

#### Work Plan

Prospect and find opportunities within specific industry verticals that are not located in Sault Ste. Marie. Work with the same acquiring all necessary support to relocate.

**Key Highlights** – Direct outreach efforts are being made in strategic sectors including advanced manufacturing; information technology; clean technology and energy; biomass and forestry. The City is also working with a third party lead generation service to review leads from growth companies within priority sectors.

Staff will be participating in a business attraction and introduction session being organized by the Canadian consulates in Northeastern United States.

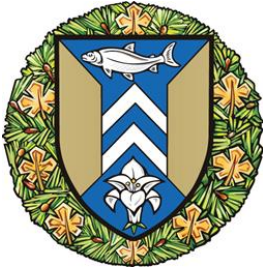
Staff have signed an MOU with a clean tech energy company looking to establish operations in the region. There has also been efforts and discussions related to battery technology and opportunities for foreign direct investment.

Staff also work with the Provincial economic development team to field leads and provide information packages to companies interested in locating in Ontario.

Staff working with CRIBE/NextFor supporting future bio carbon strategies. Algoma Steel also has representation at this forum.

**Challenges** – No significant challenges – staff continue to work with prospects to advance projects. Timing is always a consideration as it takes significant time from initial discussions to project fruition.

**Next Steps** – Staff will continue to work leads and any opportunities found through direct research and referrals. Executive Pulse is used to track all leads, maintain regular outreach discussions and maintain metrics.



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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Jonathan Kircal, RPP, Planner  
DEPARTMENT: Community Development and Enterprise Services  
RE: A-9-22-Z.OP 130 Wellington Street East

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**PURPOSE**

The applicant, Feroze Virani (representing 11547305 Canada Inc.), has submitted an application to re-designate and rezone the western 155 metres of 130 Wellington Street East to permit a variety of commercial uses and approximately 220 residential dwelling units within the existing building.

A Holding Provision By-law will be applied to the northern 25 metres of the area to be rezoned. This is to restrict the development of sensitive land uses, such as residential, until such a time that it can be determined that the proximity of a rail line will not create land use compatibility issues.

**PROPOSED CHANGE**

Amend the Official Plan by re-designating the western 155 metres of 130 Wellington Street East from Institutional to Commercial with notwithstanding clauses to waive the following:

- Affordable housing requirements as per policy HO.6 that requires no less than 30% of residential dwelling units to be affordable where more than 50 units are proposed.
- Market impact studies as per policy C.2 that requires new commercial development in excess of 4,000 sq.m. to conduct a market study to assess the impact on existing facilities.

Rezone the western 155 metres of 130 Wellington Street East from Institutional Zone (I.S 362) with Special Exception 362 to General Commercial Zone (C4.S) (H) with an amended (repeal and replace) special exception to, in addition to the uses permitted in a General Commercial Zone (C4):

1. Permit residential dwellings to be located on the ground floor.

2. Reduce the required parking for residential units from 1.25 spaces/unit to 1 space/unit.
3. Permit the following additional uses within the C4 Zone: Computer, precision and electronics manufacture and repair, Group Homes, and Group Residences.
4. Reduce the required landscaping in the required front yard (Tancred) from 50% to 5% and to reduce the required landscaping in the required Exterior Side Yard (Wellington) from 50% to 20%, inclusive of the 6m required road widening along Wellington St. East.
5. Notwithstanding Section 6, permit the required 3 loading spaces to be located in a required front yard, occupy required parking spaces and not be visually screened from abutting and adjacent residential zones.

The Holding (H) Symbol shall be applied to the northern 25 metres of the area to be rezoned within the subject property, and be lifted when the following conditions have been satisfied on terms satisfactory to the City of Sault Ste. Marie.

- The submission of a land use compatibility study that addresses the development of sensitive uses in proximity to rail operations, with regard for noise and vibration.

**Subject Property:**

- Location: Located at the southeast corner of the Wellington Street East and Tancred Street intersection.
- Approximate Size of Subject Property: 324m of length with a depth of 120m. Area is 3.25 ha. (1,063' by 393' – 8 ac).
- Approximate Size of Area to be Rezoned/Designated: 155m of length with a depth of 120m. Area is 1.87 ha.(509' by 393' – 4.6 ac).
- Present Use: Institutional, retail and entertainment uses.
- Owner: 11547305 Canada Inc. (c/o Feroze Virani).

**BACKGROUND**

In 2016, Council approved the rezoning of the property from Institutional to Institutional with a Special Exception to permit a private vocational school, amusement and fitness facilities, food services, and offices as additional permitted uses. The intent of the rezoning was to transform the site to an educational and entertainment hub. The property has been under new ownership since 2019.

## **ANALYSIS**

### **Conformity with Official Plan**

The property is designated as Institutional in the Official Plan's Land Use Map (Schedule C). This application proposes to redesignate the western 155m to Commercial.

The application also proposes to waive two Official Plan policies upon the western 155m:

- Policy HO.6 - Affordable housing policy requires that 30% of all units be "affordable" when 50 or more dwelling units are proposed.
- Policy C.2 – Commercial policy requires the submission of a market impact study when new commercial development in excess of 4,000 sq.m. is proposed. The objective of the study is to assess the impact that new development has on existing commercial facilities.

These amendments are supported by planning staff and are further discussed elsewhere in the report.

The repurposing of underutilized existing space that is municipally serviced is promoted in the Official Plan. Commercial Downtown policies seek to maintain the downtown area as the primary administrative, business and cultural centre of the community, where mixed use development consisting of residential development also exists.

#### Archaeological Potential:

Schedule E (Archeological Resources) of the Official Plan identifies archeological potential on the eastern 180m of the property. Intensive and extensive soil disturbance has occurred on the property, minimizing the likelihood of any presence of archeological resources. As per Archeological Resources Policy 2, in such circumstances where soil disturbance has occurred, an archeological assessment is not required. Further, this area of the property is not subject to this application.

### **Conformity with Provincial Policy Statement 2020**

This application is consistent with the policies of the PPS that address matters of efficiently utilizing municipally serviced land and land use compatibility, specifically,

*Promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;*

*Avoiding development and land use patterns which may cause environmental or public health and safety concerns;*

*Planning authorities shall identify appropriate locations and promote opportunities for transit-supportive development, accommodating a significant supply and range of housing options through intensification and redevelopment where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs.*

*Major facilities and sensitive land uses shall be planned and developed to avoid, or if avoidance is not possible, minimize and mitigate any potential adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term operational and economic viability of major facilities in accordance with provincial guidelines, standards and procedures.*

### **Conformity with Growth Plan for Northern Ontario 2011**

Approval of this application does not conflict with the plan.

### **COMMENTS**

The subject property, a local landmark and better known as “The Tech”, was built in 1921 as a high school. In recent years, the property has been transformed with different users occupying the site.

The goal of the proposal is to maintain the original building. The interior will be repurposed to accommodate 220 residential dwellings in addition to 2,000 to 3,000 sq. m. (20,000 to 30,000 sq. ft.) of commercial space.

The property measures approximately 320m (1050') along Wellington Street East, with a depth of 120m (390'). The western 155m of the property is the portion of the property that is proposed to be rezoned and developed, and consists of the existing building and parking spaces. At present time, there is no development proposal for the remainder of the property.

137 parking spaces will be provided, inclusive of 5 barrier-free spaces. Section 5.4.2 of Zoning By-law 2005-150 states that when a new use occurs in an existing building located in the downtown, no additional parking is required beyond that already supplied, provided that the gross floor area (GFA) is not increased. Therefore, additional parking is only required if the GFA is increased.

Neighbourhood Context:

The subject property is located within the defined Downtown area. The surrounding area is mixed with residential uses to the south, a commercial area to the east along Bruce Street, Holy Angels School to the west, and an industrial area to the north. A rail line abuts the property's north lot line. The large size of the property and its layout, coupled with its central location and its abutting uses/zones provides significant development potential.

Official Plan Amendments:

Re-designating the property from Institutional to Commercial will permit commercial and residential development on the site.

As per Commercial Policy C.2, a market study is required to identify and assess impacts on existing commercial facilities when new commercial development exceeds 4,000 square metres. The proposed commercial space does not meet this threshold, however, planning staff recommend to waive this requirement. The purpose of Policy C.2 is to assess new major commercial growth and whether it would negatively impact existing commercial activity in other areas. Applying this policy to the downtown is not appropriate. As a policy direction, the draft Official Plan, which will be submitted to Council for approval in 2023, has removed a market study requirement for commercial developments within the defined downtown.

As per Housing Policy HO.6, where new residential development proposes more than 50 units, at least 30% of units must be deemed affordable. Planning staff recommend that this policy be waived on the basis that the affordable housing threshold within this policy make it extremely difficult for large scale residential development without significant subsidies. It is staff's opinion that this policy could have the effect of either limiting residential development to less than 50 units or eliminating residential development that might otherwise occur, resulting in lower supply that would push prices up.

Zoning Amendments:

The General Commercial Zone (C4) prohibits residential uses on the ground floor to maintain a commercial function and aesthetic. The intent of this regulation is to maintain a primary commercial function while also providing housing options. Amending this regulation to permit residential uses to be located on the ground floor is appropriate in this case given that the existing building design does not include large, ground level, storefront windows.

*"Computer, Precision and Electronics Manufacture and Repair"* is typically more consumer-oriented than business-oriented, and therefore produces smaller consumer goods. Little to no impact is anticipated with approving this as an additional permitted use. Group Homes and Group Residences are already

permitted within the residential zoned properties of the neighbourhood and are appropriate uses to permit on the subject property.

Additional residential development beyond the building's existing GFA will be subject to a reduced parking requirement from 1.25 to 1 parking space per dwelling unit. Parking reductions in the downtown stimulates the redevelopment of older sites that cannot be easily retrofitted. A wide variety of commercial and community amenities also exist within a walkable distance. 1 to 1 parking standards have been applied to a number of apartment buildings in the downtown without any impacts.

The two amendments seeking to reduce landscaping and loading space requirements will not result in any changes to the current layout of the property. These amendments are to legalize the existing building.

The track field and the nearby Esposito Park, which can be safely accessed by signalized pedestrian crossings provide sufficient amenity space.

Due to an aging 100 metre (328') segment of pipe, sanitary capacity issues exist. To ensure that the sanitary demands of development do not exceed municipal capacity, the site will not be permitted to exceed a flow rate of 9.34 litres per second. This figure was identified through consultation with the City's engineering division and the applicant's engineering consultant. The flow rate will be monitored during the building permitting process. Further development will not be permitted if this flow rate limit will be exceeded without upgrading downstream capacity. This method provides greater flexibility than an outright cap on the number of dwelling units or floor area of non-residential space, which produce differing volumes of sewage.

#### Land Use Impact Studies

A rail line abuts the property's north lot line. To ensure that no land use impacts would result between the rail line and the proposed residential uses or other sensitive uses, the applicant obtained the services of a qualified professional to conduct noise and vibration studies.

The noise study determined that the proposal would not be impacted by rail or road based traffic noise on the condition that the development incorporate forced air ventilation systems with the provision for accommodating the future installation of air conditioning by the occupant. Further, window construction would need to meet a minimum STC (sound transmission class) rating of up to 35.

In Ontario, there are no guidelines to assess the impact of railway vibration in the land use approvals process even though the Province requires vibration impacts to be assessed. However, the Federation of Canadian Municipalities and the

Railway Association of Canada jointly issued “Guidelines for New Development in Proximity to Railway Operations” in May 2013.

The vibration study determined that the northern 20 metres of the building (the part of the building closest to the rail line), would experience vibration levels that exceed the recommended limit contained within the guideline. Construction alterations to reduce vibration levels would be cost prohibitive and complicated due to the age of the building and the climate of Sault Ste. Marie.

The field study that was conducted as part of the study noted that 4 to 5 train pass-bys were observed during the daytime, predominately between 10AM to 1PM.

The study recommended that a warning clause be added in agreements of Offers of Purchase and Sales and lease/rental agreements to make future owners and tenants aware that vibration levels can be felt.

This proposal is entirely based on repurposing an existing building rather than new construction. A number of homes within the area have similar setback distances from the rail line. Given the consultant’s recommendation on a warning clause, as well as factoring in the nature of the proposed development, planning staff is satisfied with these studies and recommendations. Land use compatibility is not a concern. It is no longer recommended to apply a Holding Provision on the property.

The applicant is aware of these recommendations and has agreed to implement them. The recommendations will also be implemented through a site plan agreement scoped to address these specific issues.

The rail company was circulated as part of the public notice process and no comments have been received up to the time of drafting this report.

### **CONSULTATION**

Public notices were mailed to all neighbouring properties within 120m (400’) of the subject property on August 26, 2022. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on August 27, 2022.

The applicant hosted a neighbourhood meeting on July 7, 2022 on the subject property and mailed invitations to property owners within 120m. 5 people attended, in addition to both ward councillors. The response was positive. Attendees were excited about the potential for a revitalized property, additional residents and commercial activity in the neighbourhood.

### **Public Comments**

The following issues were raised by residents directly abutting the southern edge of the track field. The applicant is taking steps to address them. The issues include:

- Trespassing and dumping of items.  
Attendees noted that trespass and dumping of objects that occur on the site's track field area are also in close proximity to the backyards of the abutting homes. A fence already exists around the track field. The redevelopment of the site will bring in more commercial and residential activity that will increase social surveillance and likely reduce trespass incidents from occurring.
- Snow melt from the parking area draining onto abutting residential property.  
The applicant has agreed to relocate the snow storage or to grade part of the grounds to prevent snow melt from draining onto other properties.
- Flooding as a result of the ditch having too much debris.  
Effective operation of the ditch will be required as part of the site plan agreement. The applicant will be required to clear the ditch and maintain it so that it is able to manage stormwater runoff.

### **Application Circulation**

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

The Building Division noted that a record of site condition (RSC) would be required unless specified requirements were met. The applicant has been made aware of this in prior communication with staff.

Engineering Services noted the following:

- A Preliminary Site Servicing Study was carried out by the applicant's consulting engineer. As per this study, it is recommended that the peak sanitary flows generated from this site do not exceed 9.34 l/s, calculated in accordance with Ministry of the Environment, Conservation and Parks (MECP) design guidelines;
- A 6m road widening on Wellington Street East is required, if it has not already been taken. The road widening, which has not been taken, will not impact the development.

- From a traffic volume perspective, capacity issues are not anticipated as a result of the proposed development; and
- It is understood that this property is subject to Site Plan Control. Any changes to the existing site should be submitted for site plan approval to ensure servicing, grading, and drainage is addressed to the satisfaction of the Director of Engineering Services or his designate.

### **FINANCIAL IMPLICATIONS**

Approval of this application will not result in any incremental changes to municipal finances.

### **STRATEGIC PLAN / POLICY IMPACT**

Approval of this application is not directly linked to any strategic directions contained within the corporate strategic plan.

### **SUMMARY**

An application to re-designate and rezone the western 155m of the property that is occupied by the former school building has been submitted. The proposal seeks to convert the building to accommodate approximately 220 residential dwelling units in addition to up to 3,000 square meters (30,000 square feet) of commercial space. No development is proposed for the remainder of the property (the track field) at this point in time. No exterior alterations are anticipated.

Official Plan amendments to waive the provision of affordable housing units, and the requirement of conducting a market impact assessment are recommended.

A number of zoning amendments are also recommended, which will have the effect of permitting additional uses on the property and to legalize the site as it currently exists. A cap on sanitary flow rate will be applied to ensure that development does not exceed municipal capacity.

The applicant has agreed to install window and ventilation systems that would mitigate noise impacts within the proposed development to acceptable Provincial standards. The northern 20 metres of the proposed development will experience levels of vibrations that can be felt. A warning clause that informs future owners and tenants of this will be required to be added in agreements of Offers of Purchase and Sales and lease/rental agreements.

Feedback from the City's public notice and from the applicant-hosted public meeting has been positive up to the drafting this report.

This proposal represents the adaptive re-use of a large, historic building within the downtown that proposes to bring in additional residences and commercial activity to the neighbourhood. No land use impacts are anticipated from the approval of this application. Planning staff support this proposal.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated September 19, 2022 concerning Application A-9-22-Z.OP be received and that Council approve this application in the following manner:

1. That Council approve Official Plan Amendment 243 T-159 by re-designating the western 155 metres of 130 Wellington Street East from Institutional to Commercial with the following amendments to:
  - a. Notwithstanding Housing Policy HO.6, to waive the requirement that in all urban residential developments greater than 50 units, at least 30% of those units shall be affordable.
  - b. Notwithstanding Commercial Policy C.2, to waive the requirement that new commercial development in excess of 4,000 sq.m. conduct a market impact study to assess the impact on existing facilities.
2. That Council rezone the western 155 metres of 130 Wellington Street East from Institutional Zone (I.S 362) with a special exception to General Commercial Zone (C4.S) with an amended (repeal and replace) special exception to, in addition to the uses permitted in a General Commercial Zone (C4):
  - a. Permit residential dwellings to be located on the ground floor.
  - b. Reduce the required parking for residential units from 1.25 spaces/unit to 1 space/unit.
  - c. Permit the following additional uses within the C4 Zone: Computer, precision and electronics manufacture and repair, Group Homes and Group Residences.
  - d. Reduce the required landscaping in the required front yard (Tancred) from 50% to 5% and to reduce the required landscaping in the required Exterior Side Yard (Wellington) from 50% to 20%, inclusive of the 6m required road widening along Wellington St. E.
  - e. Notwithstanding Section 6, permit the required 3 loading spaces to be located in a required front yard, occupy required parking spaces and not be visually screened from abutting and adjacent residential zones.
  - f. Limit the number of residential dwelling units and square area of non-residential uses to a limit where the peak sanitary flows generated from the site do not exceed 9.34 litres per second, calculated in accordance with the the Ministry of Environment, Conservation and Parks' (MECP) design guidelines.
  - g. As part of the conditions of site plan approval, the owner shall include vibration warning clauses within any agreements of purchase and sale

or tenant lease agreements for the proposed residential and non-residential units to the satisfaction of the Planning Director.

- h. As part of the conditions of site plan approval, the owner shall construct noise mitigating measures to the satisfaction of the Planning Director.

By-laws 2022-173 and 2022-174 appear elsewhere on the agenda and are recommended for approval.

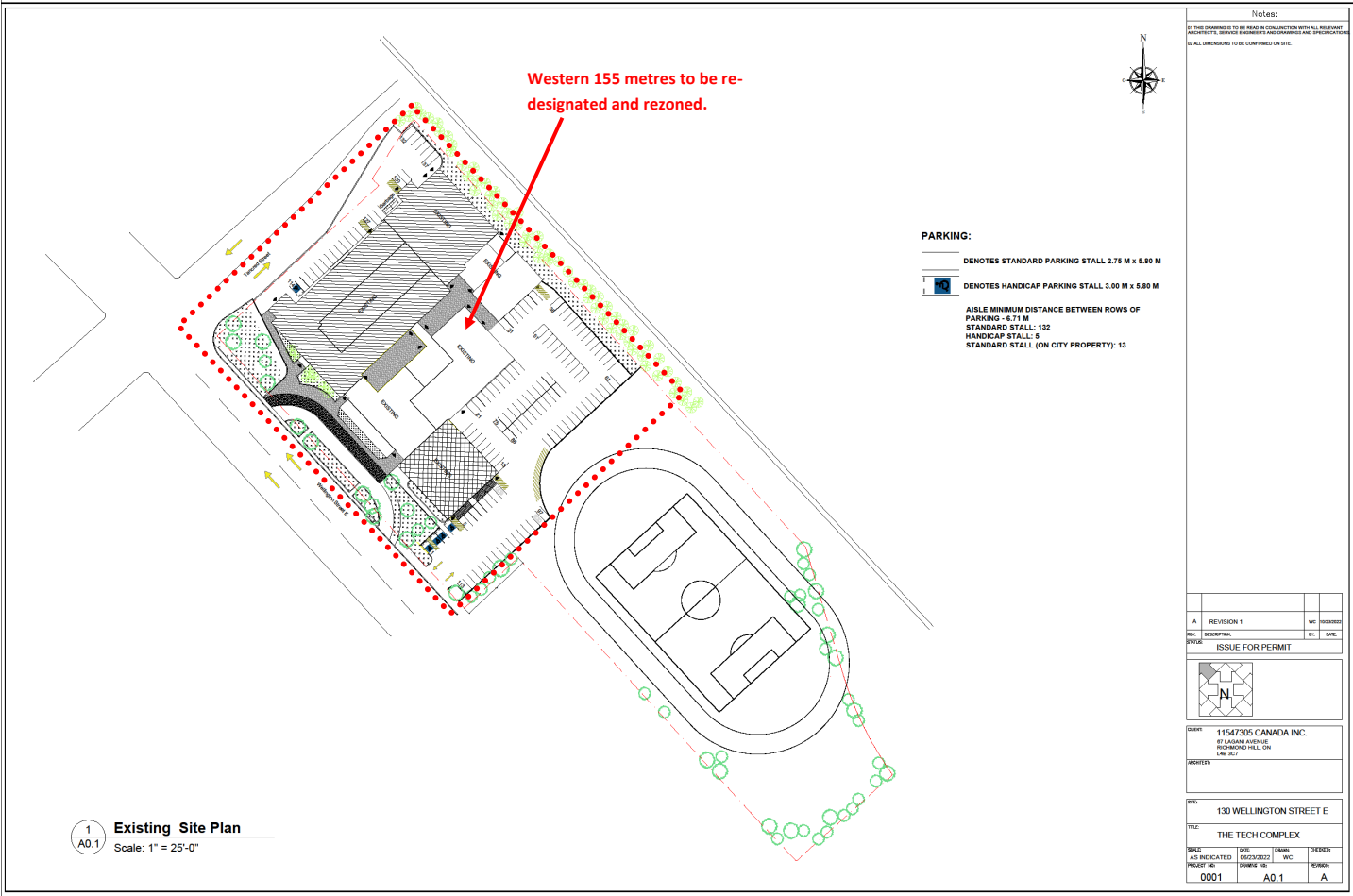
Respectfully submitted,

Jonathan Kircal, RPP

Planner

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Environmental Noise Feasibility Study

**130 Wellington Street East**

Sault Ste. Marie

August 26, 2022

Prepared For

**Feroze Virani**

Prepared By

SE Consulting Inc.

100 Minerva Avenue  
Scarborough, Ontario, M1M 1V7

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## 1.0 Introduction

SE Consulting Inc. was retained to prepare an Environmental Noise Feasibility Study to address the potential noise impact onto the proposed development located at 130 Wellington Street East, Sault Ste. Marie.

The significant noise sources in the vicinity includes road traffic on Wellington Street East as well as rail traffic on the Huron Central Railway (HCR). The stationary noise sources with the potential for impact on the proposed development is the HCR railyard located east of the proposed site.

The sound levels on the site have been determined and compared with the applicable Ministry of the Environment, Conservation and Parks (MECP) noise guideline limits to determine the need for noise mitigation.

The predicted sound levels and noise mitigation measures needed for the proposed development to comply with the MECP guideline requirements are outlined here.

## 2.0 Site and Surrounding Area

The proposed development is located at 130 Wellington Street East, north-east corner of the intersection of Wellington Street East and Tancred Street in Sault Ste. Marie. The site is bounded by the followings:

- HCR rail line, with existing commercial places and residential development, beyond to the north;
- Existing playground and commercial development, with Bruce Street and HCR Railyard, beyond to the east;
- Wellington Street, with existing residential development, beyond to the south;
- Tancred Street, with existing residential development, beyond to the west;

A Key Plan is shown in Figure 1. The study is based on the architectural drawing set for the proposed development, dated June 23, 2022. The site plan from the drawing set is included in Appendix A.

### 2.1 The Proposed Development

There are three existing buildings located at the subject site. The northern building, closest to the HCR rail line is a three-storey building which is an extension to the original building (the middle block). The southern building consists of the south and east construction and have direct access to Wellington Street East. The proposed development consists of converting the exiting building into residential units.

It is understood that there will be no outdoor amenity areas. Currently there are no balconies, however, it is noted that the development plan may be revised to include balconies at the residential units. It is noted that the balconies at the subject site will be less than 4 m depth.



Figure 1: Key Plan

### 3.0 Environmental Noise Guidelines

The MECP's Environmental Noise Guideline – *Stationary and Transportation Sources – Approval and Planning* (NPC – 300) provides province wide assessment standards and criteria for evaluating noise impacts from transportation sources such as roads, railways, and aircraft, as well as stationary sources such as mechanical equipment and industrial facilities. In order to assess noise impact onto the proposed development, the MECP guidelines have been used.

#### 3.1 Transportation Noise Sources

The MECP guidelines provide indoor noise criteria to assess indoor noise. In the daytime, the indoor criterion for road and rail noise is  $L_{eqDay}$  (16 – hour sound level (0700 to 2300 hours)) of 45 and 40 dBA, respectively, for sensitive spaces such as living/dining rooms, dens and sleeping quarters. At night, the indoor criterion for road and rail noise is  $L_{eqNight}$  (8-hour sound level (2300-0700 hours)) of 40 dBA and 35 dBA, respectively, for sleeping quarters. Other than the

sleeping quarters, the nighttime noise criterion is 40 dBA for both road and rail sources. Note, whistle noise should be included to determine the sound level. The architectural design of the building envelope must provide adequate sound isolation to achieve these indoor sound level limits, based on the applicable outdoor sound levels on the exterior building façade.

In accordance with the MECP noise guideline, both for road and rail traffic sources, if the daytime sound level,  $L_{eqDay}$  is greater than 65 dBA at a noise sensitive window, means must be provided so that windows can be kept close. In this case, it is recommended that central air conditioning will be required. For daytime sound level,  $L_{eqDay}$  between 56 and 65 dBA inclusive, it is required to have the provision for adding air conditioning at a later date. In case, the nighttime sound level,  $L_{eqNight}$  exceeds 60 dBA at a noise sensitive window, air conditioning is required. Provisions for air conditioning is required when the nighttime sound level,  $L_{eqNight}$  exceeds 50 dBA. Note, whistle noise is not included for predicting rail noise to determine the ventilation requirement.

For outdoor living areas (OLAs), the daytime sound level ( $L_{eqDay}$ ) limit is 55 dBA. An excess of 5 dBA is considered acceptable if it is not feasible to achieve 55 dBA objectives for technical, economic or administrative reasons. In such cases, warning clauses are registered on title. Note, that a balcony/elevated terrace is not considered an OLA, unless it is the only OLA for the occupant with at least unenclosed 4 m depth.

### 3.2 Stationary Noise Sources

Compared to the traffic noise sources, stationary sources are treated differently by the MECP guideline. Note, even though there might be moving noise sources, a commercial site and all its operations are termed as stationary sources.

The sound level limits for steady stationary noise sources are expressed in terms of one-hour  $L_{eq}$ . The applicable sound level limits at a receptor location are the higher of ambient sound level or the minimum exclusion limits. For a Class 1 area, the daytime and evening exclusion limits is 50 dBA. For nighttime, the limit is 45 dBA. The sound level limits at the at the plane of window of a noise sensitive space and at an outdoor point of receptor during the daytime and evening periods.

Impulsive sounds such as banging of metal, punch presses or gunshots are measured separately of stationary steady sound. The same numerical sound level criteria as noted above for outdoors and the plane of a window apply, expressed as dBAI, for nine or more impulses in a given hour which is considered as frequent events. An upper limit of 80 dBAI applies to infrequent impulses which is one impulse in a given hour.

## 4.0 Transportation Noise Impact Assessment

### 4.1 Transportation Noise Sources

The main transportation noise sources with potential for noise impact onto the proposed development are road traffic on Wellington Street East as well as rail traffic on HCR rail line. Road traffic on the other local streets is minor and therefore, is not expected to create significant noise impact on the proposed development.

The traffic data are summarized in Table 1 and 2. Correspondence is included as Appendix B.

Daily road traffic count for Wellington Street East applicable to year of 2017 was obtained from the city of Sault Ste. Marie. A growth rate of 2% compounded annually was applied to obtain future (year 2032) traffic volumes. A conservative truck percentage of 10% was assumed in the prediction. The ratio of heavy trucks to medium trucks was assumed to be 75%/25%. A day/night traffic split of 90%/10% was assumed for the analysis.

The HCR was requested several times to obtain the rail traffic information but no data was shared. In the absence of formal traffic data, the assessment was carried out using site observation. During our site visit, it was noted that rail movement in the vicinity of the proposed development could be up to 50 cars long, operated by 2 locomotives. Based on the discussion with the HCR rail yard, a typical train activity includes 4 train pass-by during the daytime between 10:00 AM and 1:00 PM. There is no nighttime train movement. The current volumes were escalated to the year 2032 design conditions at a rate of 2.5% compounded annually.

Table 1: Road Traffic Data

Traffic	Applicable to the year	Traffic Count	Truck %		Speed (km/hr)
			Medium	Heavy	
Road	2017	7552 (AADT)	75	25	50

Table 2: Rail Traffic Data

Traffic	Applicable to the year	Current Volume Day/Night	No. of Locomotives	No. of Cars	Speed (km/hr)
Rail	2022	4/None	2	50	30

## 4.2 Sound Level Predictions

The sound level, in terms of  $L_{eqDay}$  and  $L_{eqNight}$ , were determined using STAMSON which implements MECP's noise prediction models, Ontario Road Noise Analysis Method for Environment and Transportation (ORNAMENT) and Sound from Trains Environmental Analysis Method (STEAM). The sound levels were predicted at the top storey windows (the worst-case location).

Table 3 summarizes the predicted unmitigated sound level at specific locations. A sample sound level calculation is included in Appendix C.

The highest unmitigated daytime sound level at north façade was predicted to be 73 dBA due to train pass-by on HCR rail line. At the south façade, the predicted daytime and nighttime sound levels were 62 dBA and 55 dBA, respectively.

Other locations within the proposed development will experience lower sound levels due to increased set back distances from the roadways and rail line as well as additional screening provided by the building itself.

Table 3: Predicted Unmitigated Sound Level – Transportation Sources

Location	Source	$L_{eqDay}$ (dBA)	$L_{eqNight}$ (dBA)
North Façade	HCR rail (with whistle)	73	- <sup>1</sup>
	HCR rail (without whistle)	60	- <sup>1</sup>
South Façade	Wellington Street East	62	55

1. There is no nighttime train operation

## 4.3 Noise Abatement Requirements

The ventilation and architectural noise control measures are summarized below:

**Ventilation Requirements** – The sound levels at the top storey bedroom window were predicted to be between 56 and 65 dBA during the daytime hours and between 51 and 60 dBA during the nighttime hours. According to the MECP noise guideline, it is recommended that the dwelling units be equipped with forced air ventilation system with provision for accommodating the future installation of air conditioning by the occupant.

**Architectural Requirements** – The indoor noise guidelines can be achieved by using appropriate construction for exterior walls and windows. The exterior wall construction is at least 300 mm thick solid wall with STC rating of STC 60. Based on the architectural floor plan, the window construction meeting a minimum STC rating of up to STC 35 would be required to meet the indoor sound level limits of the MECP. See Table 4 for the details of window STC requirements.

Note, window frame themselves must also be designed to ensure that the overall sound isolation performance for the entire window meets the sound isolation requirement. This will need to be confirmed by the window manufacturer through the submission of acoustical test data.

In case the architectural plan is revised, the sound isolation requirements should be reviewed by an acoustic consultant to confirm compliance with the MECP noise guideline limit. This can be done as a condition of site plan approval.

Outdoor Living Areas – There are no outdoor living areas at the proposed development. Note, in case balconies are included as design feature at the later design stage, it is recommended that the depth of the balconies should be less than 4 m. In this way, noise assessment and mitigation will not be required as per the MECP noise guideline limit.

Warning Clauses – Where the predicted sound level exceeded the MECP noise guideline limit, appropriate warning clauses should be registered on title and make future occupants aware of the potential solution. Locations requiring warning clauses and the corresponding warning clauses are provided in Table 4.

The noise control measures are summarized in Table 4.

Table 4: Minimum Noise Mitigation Requirements

Location	Ventilation	Exterior Wall <sup>1</sup>	Window STC <sup>1,2</sup>	Warning Clauses <sup>3</sup>
North façade	Forced Air with provision to add central air conditioning	Minimum STC 60	STC 35	A+B
East façade			STC 32	
South façade			STC 27	
West façade			STC 32	

1. STC – Sound Transmission Class. Analyses were based on the architectural drawing set, dated June 23, 2022. Wall STC is based on minimum 300 mm solid wall. Requirements should be reviewed if revised.
2. The window STC rating applies to the entire window assembly and not just the glazing. The window supplier should provide acoustical laboratory test data indicating the STC ratings. Glass doors should be considered as a window.
3. The warning clauses will be registered on title and included in Offers of Purchase and Sales:
  - A. The dwelling unit has been designed with the provision for adding central air conditions at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment.
  - B. Purchasers/occupants are advised that due to the proximity of the existing commercial developments, sound from these facilities may, at times, be audible.

## 5.0 Stationary Noise Impact Assessment

### 5.1 Stationary Noise Sources

The existing stationary sources in the vicinity are:

- Existing commercial development to the north
- Existing commercial development to the east
- HCR Rail Yard to the east

Based on the site visit on June 10, July 19 and 20, there are no significant noise sources identified at the existing commercial development to the north and east. Thus, these establishments are not expected to create significant impact on the proposed development, and therefore, have not been considered further in the assessment.

The stationary noise sources with potential for significant noise impact on the proposed development is the existing HCR Yard. During our site visit, it was observed that typical activities at the yard include train movement, locomotive idling and coupling/uncoupling of the rail cars between 8:00 AM and 06:00 PM. There is also a private customer that load and unload scrap metal as needed basis.

The sound levels of all these activities were measured and the corresponding sound power levels were calculated. See Table 5 for the sound power levels for various activities within the rail yard. Note, all sound measurements were made in accordance with MECP Publication NPC-103.

Table 5: Source Sound Power Levels (dB re  $10^{-12}$  W)

Source	Octave Band Center Frequency (Hz)								
	31.5	63	125	250	500	1000	2000	4000	8000
Locomotive idling		115	105	81	86	87	83	77	63
Train Movement	106	113	103	93	94	94	92	90	87
Coupling/Uncoupling	110	111	110	104	104	107	107	105	98
Loading/Unloading		126	118	121	117	110	99	89	89

### 5.2 Acoustic Modelling

To assess the noise impact from the rail yard onto the proposed development, a 3-D acoustical model was developed using CadnaA Version 4.6 environmental noise modelling software. The software implements the methods outlined in ISO standard 9613.2 – “Acoustics – Attenuation During Propagation Outdoors”. The ISO method accounts for reduction in sound levels with

distance due to geometrical spreading, air absorption, ground attenuation and acoustical shielding by intervening structure such as building or barriers.

The following operating scenarios were analyzed:

- Steady sound sources – One locomotive was assumed to idle for 60 minutes during the daytime hours. Concurrently, continuous train movements were also assumed to occur within the yard for the full hour.
- Impulsive sound sources – Coupling/uncoupling of rail cars were assumed to occur anywhere in the yard during the daytime hours. Loading/unloading of scrap metals was also modelled during the same hour.
- There is no nighttime operation at the rail yard.

### 5.3 Results

Table 6 shows the unmitigated sound levels due to steady and impulsive sources.

Table 6: Predicted Unmitigated Sound Levels (dBA) – Steady and Impulsive Sound Sources

Location	Steady Sound Source		Impulsive Sound Sources	
	Daytime Sound Level (dBA) <sup>1</sup>	Daytime Limit (dBA) <sup>1</sup>	Daytime Sound Level (dBAI) <sup>1</sup>	Daytime Limit (dBAI) <sup>1</sup>
North façade	36	50	47	50
East façade	36	50	47	50
South façade	24	50	30	50
West façade	18	50	28	50

1. There is no nighttime operation at the rail yard.

The sound levels due to the HCR Yard were predicted to be below the MECP noise guideline limit. This was also corroborated by our site observation as well – the operation at the HCR rail yard was not audible at the proposed development. Note, there are existing residential development closer to the rail yard than the proposed development at the subject site.

As the predicted sound level is below the noise guideline limit, no further mitigation will be required.

Note, to be conservative, the exclusion limits of NPC-300 were used in the assessment (see Section 3.2).

## 6.0 The effect of the Project on the Neighbourhood

The main source of noise associated with the proposed development, with the potential for noise impact on surrounding buildings, is the mechanical equipment.

There are existing commercial establishment to the north and east of the proposed development which are not noise sensitive receptors. There are residential dwellings to the west and south of the development across Tancred Street and Wellington Street East, respectively. During our site visit, it was noted that the ambient sound levels in the vicinity were dominated by road traffic. The noise from the existing mechanical equipment was not audible at the nearest residential dwellings along Tancred Street. Consequently, it is expected that the noise from the existing mechanical equipment complies with the MECP guideline limit at all residential dwellings.

Note, any future noise stationary noise sources associated with the proposed development should be selected to ensure that the sound level limits are met at the nearby residential dwellings and at the proposed development itself, per NPC-300.

## 7.0 Concluding Remarks

The predicted noise impacts at the proposed development are expected to meet the applicable MECP NPC-300 guideline limits with the inclusion of recommended noise control measures in Section 4.3. The approval and administration procedures are available to ensure the recommended noise mitigation measures are implemented.

Should you have any questions, please do not hesitate to contact us.

Yours truly,

SE Consulting Inc.



Muhammad Rahman, M.A.Sc., P.Eng.

Senior Acoustic Engineer

Cell: +1647-740-2800

Email: [seconsultinginc@gmail.com](mailto:seconsultinginc@gmail.com)

## Appendix A – Site Plan

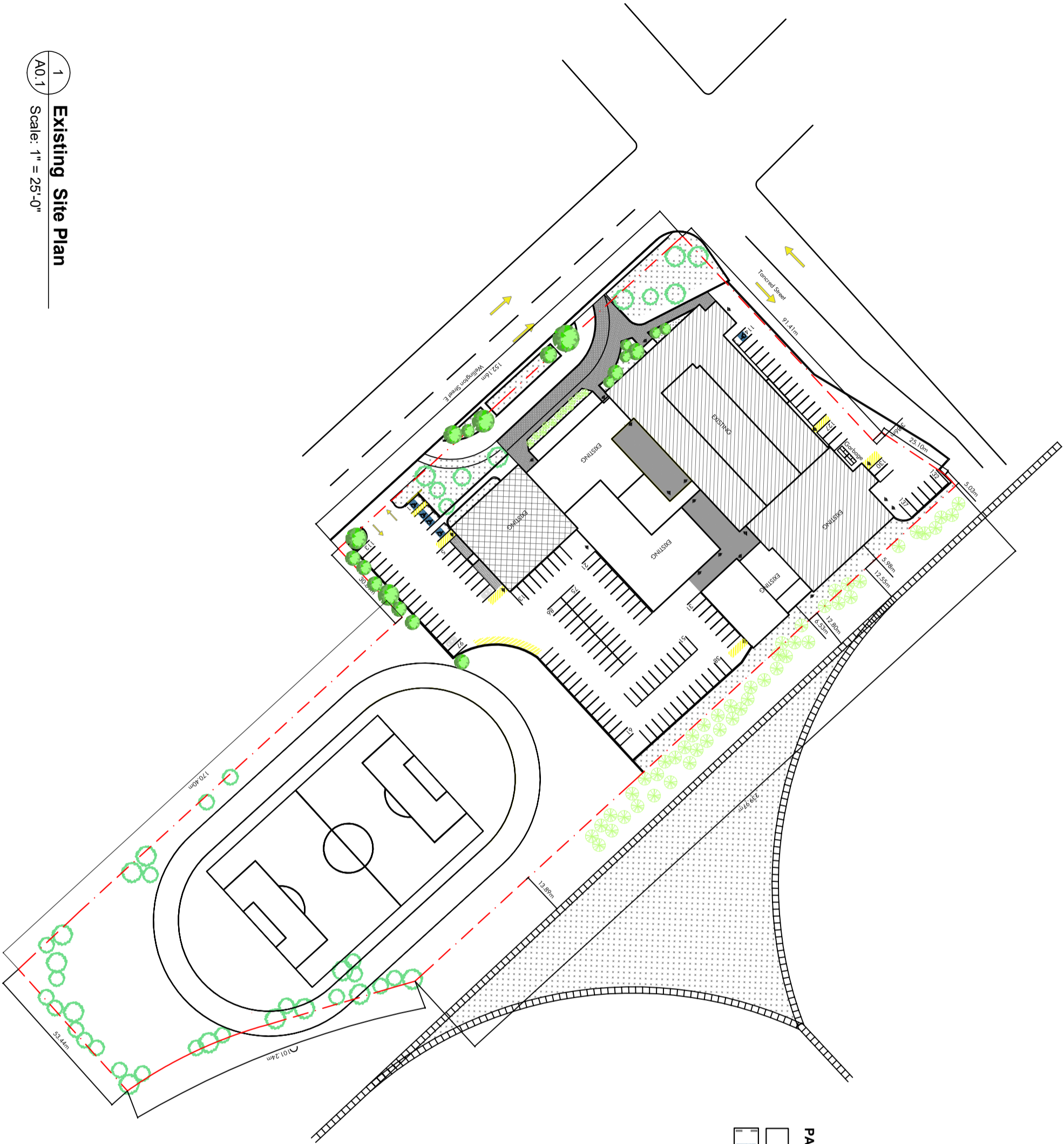
01 THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS', SERVICE ENGINEERS AND DRAWINGS AND SPECIFICATIONS  
02 ALL DIMENSIONS TO BE CONFIRMED ON SITE



PARKING:

-  DENOTES STANDARD PARKING STALL 2.75 M x 5.80 M
-  DENOTES HANDICAP PARKING STALL 3.00 M x 5.80 M

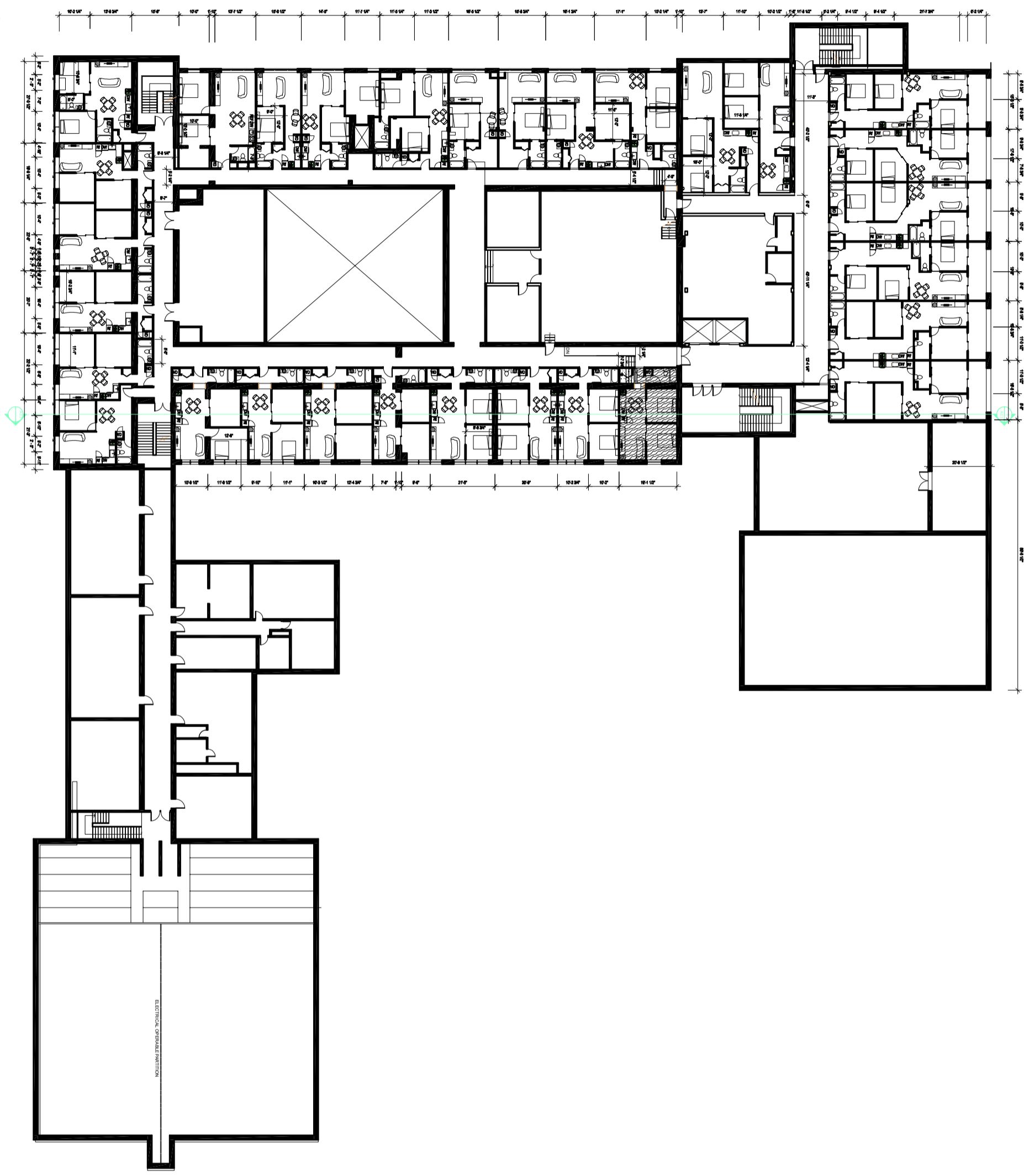
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PARKING - 6.71 M  
STANDARD STALL: 132  
HANDICAP STALL: 5  
STANDARD STALL (ON CITY PROPERTY): 13



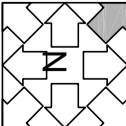
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PROJECT NO: 0001	DRAWING NO: A0.1	REVISION: A	
CLIENT: 11547305 CANADA INC. 67 LACANAL AVENUE RICHMOND HILL, ON L4B 3C7			
ARCHITECT: [Logo]			
REV: A DESCRIPTION: ISSUE FOR PERMIT BY: WC DATE: 10/23/2022			

Notes:

01 THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS', SERVICE ENGINEERS AND DRAWINGS AND SPECIFICATIONS  
02 ALL DIMENSIONS TO BE CONFIRMED ON SITE

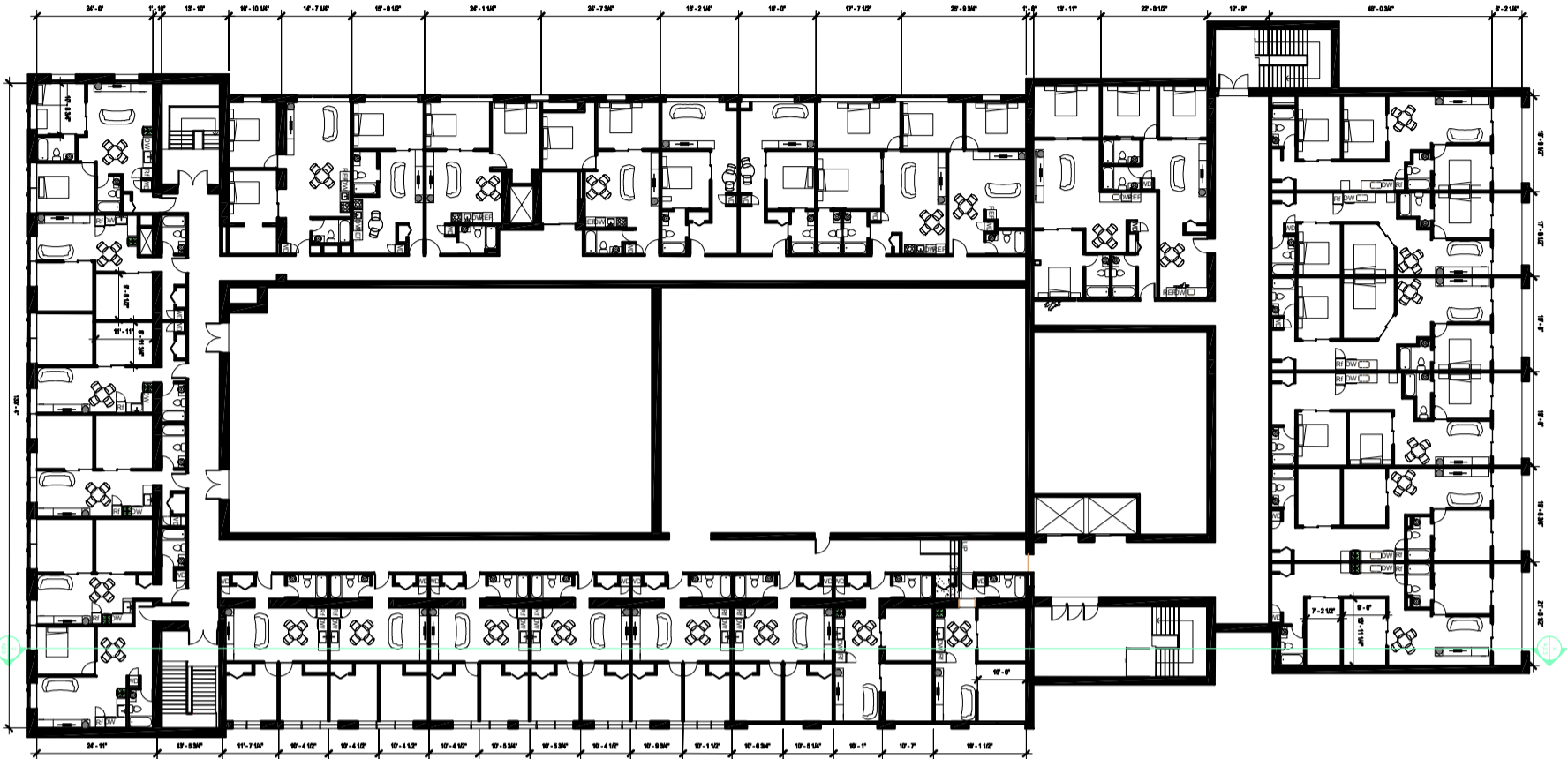


1  
A0.1  
Proposed Second Level

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TITLE: THE TECH COMPLEX							
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PROJECT NOS 0001	DRAWING NOS A0.2	A		DESCRIPTION:		DATE:	
				ISSUE FOR PERMIT			
				STATUS:			
							
CLIENT: 11547305 CANADA INC. 67 LAGANAL AVENUE RICHMOND HILL, ON L4B 3C7							
ARCHITECT:							

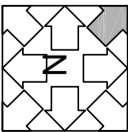
Notes:

01 THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS', SERVICE ENGINEERS AND DRAWINGS AND SPECIFICATIONS  
02 ALL DIMENSIONS TO BE CONFIRMED ON SITE



1  
A0.1  
Proposed Thirteenth Level

A	REVISION 1	WC	10/23/2022
REV:	DESCRIPTION:	BY:	DATE:
STATUS: ISSUE FOR PERMIT			



CLIENT:	11547305 CANADA INC.			
	67 LAKGANT AVENUE			
	RICHMOND HILL, ON			
ARCHITECT:	LBS INC.			

SITE:	130 WELLINGTON STREET E			
TITLE:	THE TECH COMPLEX			
SCALE:	AS INDICATED	DATE:	DRAWN:	CHECKED:
PROJECT NO:	0001	06/23/2022	WC	
DRAWING NO:	A0.3			REVISION:
				A

Appendix B – Traffic Data



Shoumik Kibria &lt;shoumikkibria@gmail.com&gt;

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**Traffic Data Request - for Noise Assessment**

6 messages

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**Shoumik Kibria** <shoumikkibria@gmail.com>  
To: al.starzomski@cityssm.on.ca

Tue, May 10, 2022 at 2:34 AM

Hi Andy,

We are working on a noise assessment for a proposed development at Sault Ste. Marie. To complete our study, traffic data for the following road will be required:

- on Wellington St E between Bruce St and Francis Street
- on Albert Street between Bruce St and Francis Street
- on Tancred Street between Railroad Avenue and Wellington Street East

We would need the AADT, speed of the vehicle, day/night percentage, truck percentage, and road gradient to complete the study.

Please let me know if further info is required to process the request. I would really appreciate your kind help on this.

Kind regards,

Shoumik Kibria

---

**Andy Starzomski(ManTraf)** <al.starzomski@cityssm.on.ca>  
To: Carl Rumiel <c.rumiel@cityssm.on.ca>  
Cc: Shoumik Kibria <shoumikkibria@gmail.com>

Tue, May 10, 2022 at 8:15 AM

Hi Carl

Please see the request below.

**Andy Starzomski**

Manager of Traffic and Communications  
705.574.1074 [al.starzomski@cityssm.on.ca](mailto:al.starzomski@cityssm.on.ca)

**CITY OF SAULT STE. MARIE**

[99 Foster Drive, Sault Ste. Marie, ON P6A 5X6](#)  
[saultstemarie.ca](http://saultstemarie.ca)



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**From:** Shoumik Kibria <[shoumikkibria@gmail.com](mailto:shoumikkibria@gmail.com)>  
**Sent:** Tuesday, May 10, 2022 2:35 AM  
**To:** Andy Starzomski(ManTraf) <[al.starzomski@cityssm.on.ca](mailto:al.starzomski@cityssm.on.ca)>  
**Subject:** Traffic Data Request - for Noise Assessment

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.

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Individuals who submit written correspondence or information to the City should be aware that any personal information contained in their communications may become part of the public record and made available to the public through the Council Agenda process or that of a committee of Council or a local board.

---

**Carl Rumiel** <[c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)>  
To: Shoumik Kibria <[shoumikkibria@gmail.com](mailto:shoumikkibria@gmail.com)>  
Cc: "Andy Starzomski(ManTraf)" <[al.starzomski@cityssm.on.ca](mailto:al.starzomski@cityssm.on.ca)>

Tue, May 10, 2022 at 8:47 AM

Shoumik:

The City does not provide this service for the public. We can however, look and see what pre-existing information may be available as far as traffic data goes. You may also find the City's Transportation Master Plan useful at the link below. I will let you know what traffic counts we already have at the locations you have asked about.

<http://saultstemarie.ca/Cityweb/media/Engineering-and-Planning/Planning/Strategic%20Long%20Range%20Planning/TransportationMasterPlan.pdf>

**Carl Rumiel, P.Eng.**

Director of Engineering  
Public Works and Engineering Services  
705.759.5379 [c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)

**CITY OF SAULT STE. MARIE**

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca)



[Quoted text hidden]

[Quoted text hidden]

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**Shoumik Kibria** <shoumikkibria@gmail.com>  
To: Carl Rumiel <c.rumiel@cityssm.on.ca>  
Cc: "Andy Starzomski(ManTraf)" <al.starzomski@cityssm.on.ca>

Thu, May 12, 2022 at 11:42 AM

Hi Carl,

Thank you for sharing the master plan. Much appreciated.

Ok, I will be waiting for the pre-existing traffic info for our study.

Kind regards,

Shoumik Kibria  
[Quoted text hidden]

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**Carl Rumiel** <c.rumiel@cityssm.on.ca>  
To: Shoumik Kibria <shoumikkibria@gmail.com>  
Cc: "Andy Starzomski(ManTraf)" <al.starzomski@cityssm.on.ca>

Thu, May 12, 2022 at 11:46 AM

Shoumik:

This is all the data we have for the area.

Regards,

**Carl Rumiel, P.Eng.**

Director of Engineering  
Public Works and Engineering Services  
705.759.5379 [c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)

**CITY OF SAULT STE. MARIE**

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca)



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**4 attachments**

**V-Albert\_W\_Bruce\_EB.PDF**  
90K



**V-Albert\_W\_Dennis\_EB.PDF**  
91K



**V-Tancred\_N\_London\_BD.PDF**  
174K



**V-WellingtonWest\_W\_Bruce\_WB.PDF**  
90K

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**Shoumik Kibria** <shoumikkibria@gmail.com>

Thu, May 12, 2022 at 11:52 AM

To: Carl Rumiel <c.rumiel@cityssm.on.ca>

Cc: "Andy Starzomski(ManTraf)" <al.starzomski@cityssm.on.ca>

Thank you very much, Carl.

Kind regards,

Shoumik Kibria

[Quoted text hidden]



## Volume Result Details by Hour Report

**Location.....** Wellington Street East btwn Bruce Street & Dennis Street

**Municipality.....** Sault Ste. Marie

**Count Station.....**

**Direction.....** Westbound

Date	Time Period		Count	Adjusted Count	Peak Hour
Tuesday, December 05, 2017					
	12:00 AM	01:00 AM	76		<input type="checkbox"/>
	01:00 AM	02:00 AM	39		<input type="checkbox"/>
	02:00 AM	03:00 AM	19		<input type="checkbox"/>
	03:00 AM	04:00 AM	18		<input type="checkbox"/>
	04:00 AM	05:00 AM	61		<input type="checkbox"/>
	05:00 AM	06:00 AM	135		<input type="checkbox"/>
	06:00 AM	07:00 AM	256		<input type="checkbox"/>
	07:00 AM	08:00 AM	236		<input type="checkbox"/>
	08:00 AM	09:00 AM	457		<input type="checkbox"/>
	09:00 AM	10:00 AM	417		<input type="checkbox"/>
	10:00 AM	11:00 AM	474		<input type="checkbox"/>
	11:00 AM	12:00 PM	464		<input type="checkbox"/>
	12:00 PM	01:00 PM	548		<input type="checkbox"/>
	01:00 PM	02:00 PM	538		<input type="checkbox"/>
	02:00 PM	03:00 PM	548		<input type="checkbox"/>
	03:00 PM	04:00 PM	563		<input type="checkbox"/>
	04:00 PM	05:00 PM	676		<input checked="" type="checkbox"/>
	05:00 PM	06:00 PM	578		<input type="checkbox"/>
	06:00 PM	07:00 PM	448		<input type="checkbox"/>
	07:00 PM	08:00 PM	330		<input type="checkbox"/>
	08:00 PM	09:00 PM	248		<input type="checkbox"/>
	09:00 PM	10:00 PM	195		<input type="checkbox"/>
	10:00 PM	11:00 PM	140		<input type="checkbox"/>
	11:00 PM	12:00 AM	88		<input type="checkbox"/>
Total			7,552		

Tuesday, May 10, 2022

Page 1 of 1



## Volume Result Details by Hour Report

**Location.....** Albert Street East btwn Bruce Street & Dennis Street

**Municipality.....** Sault Ste. Marie

**Count Station.....**

**Direction.....** Eastbound

Date	Time Period		Count	Adjusted Count	Peak Hour
Tuesday, November 28, 2017					
	12:00 AM	01:00 AM	56		<input type="checkbox"/>
	01:00 AM	02:00 AM	34		<input type="checkbox"/>
	02:00 AM	03:00 AM	23		<input type="checkbox"/>
	03:00 AM	04:00 AM	21		<input type="checkbox"/>
	04:00 AM	05:00 AM	19		<input type="checkbox"/>
	05:00 AM	06:00 AM	68		<input type="checkbox"/>
	06:00 AM	07:00 AM	99		<input type="checkbox"/>
	07:00 AM	08:00 AM	195		<input type="checkbox"/>
	08:00 AM	09:00 AM	513		<input type="checkbox"/>
	09:00 AM	10:00 AM	364		<input type="checkbox"/>
	10:00 AM	11:00 AM	384		<input type="checkbox"/>
	11:00 AM	12:00 PM	417		<input type="checkbox"/>
	12:00 PM	01:00 PM	446		<input type="checkbox"/>
	01:00 PM	02:00 PM	487		<input type="checkbox"/>
	02:00 PM	03:00 PM	506		<input type="checkbox"/>
	03:00 PM	04:00 PM	527		<input type="checkbox"/>
	04:00 PM	05:00 PM	532		<input checked="" type="checkbox"/>
	05:00 PM	06:00 PM	390		<input type="checkbox"/>
	06:00 PM	07:00 PM	362		<input type="checkbox"/>
	07:00 PM	08:00 PM	258		<input type="checkbox"/>
	08:00 PM	09:00 PM	215		<input type="checkbox"/>
	09:00 PM	10:00 PM	188		<input type="checkbox"/>
	10:00 PM	11:00 PM	127		<input type="checkbox"/>
	11:00 PM	12:00 AM	92		<input type="checkbox"/>
Total			6,323		

Tuesday, May 10, 2022

Page 1 of 1



## Volume Result Details by Hour Report

**Location.....** Albert Street East btwn Dennis Street & Hughes Street

**Municipality.....** Sault Ste. Marie

**Count Station.....**

**Direction.....** Eastbound

Date	Time Period		Count	Adjusted Count	Peak Hour
Tuesday, November 28, 2017					
	12:00 AM	01:00 AM	64		<input type="checkbox"/>
	01:00 AM	02:00 AM	33		<input type="checkbox"/>
	02:00 AM	03:00 AM	24		<input type="checkbox"/>
	03:00 AM	04:00 AM	22		<input type="checkbox"/>
	04:00 AM	05:00 AM	26		<input type="checkbox"/>
	05:00 AM	06:00 AM	77		<input type="checkbox"/>
	06:00 AM	07:00 AM	102		<input type="checkbox"/>
	07:00 AM	08:00 AM	191		<input type="checkbox"/>
	08:00 AM	09:00 AM	493		<input checked="" type="checkbox"/>
	09:00 AM	10:00 AM	359		<input type="checkbox"/>
	10:00 AM	11:00 AM	355		<input type="checkbox"/>
	11:00 AM	12:00 PM	372		<input type="checkbox"/>
	12:00 PM	01:00 PM	407		<input type="checkbox"/>
	01:00 PM	02:00 PM	423		<input type="checkbox"/>
	02:00 PM	03:00 PM	440		<input type="checkbox"/>
	03:00 PM	04:00 PM	482		<input type="checkbox"/>
	04:00 PM	05:00 PM	468		<input type="checkbox"/>
	05:00 PM	06:00 PM	362		<input type="checkbox"/>
	06:00 PM	07:00 PM	343		<input type="checkbox"/>
	07:00 PM	08:00 PM	224		<input type="checkbox"/>
	08:00 PM	09:00 PM	198		<input type="checkbox"/>
	09:00 PM	10:00 PM	157		<input type="checkbox"/>
	10:00 PM	11:00 PM	132		<input type="checkbox"/>
	11:00 PM	12:00 AM	87		<input type="checkbox"/>
Total			5,841		

Tuesday, May 10, 2022

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## Volume Hourly Summary Report

**Location.....** Tancred Street btwn London Street & Railroad Avenue

**Municipality.....** Sault Ste. Marie

Date	Start Time	Northbound	Southbound	Grand Total
Tuesday, May 5, 2015	9	26	31	57
	10	22	36	58
	11	57	51	108
	12	41	50	91
	13	47	54	101
	14	78	63	141
	15	44	46	90
	16	40	40	80
	17	34	38	72
	18	28	25	53
	19	12	20	32
	20	20	25	45
	21	13	15	28
	22	9	13	22
	23	4	3	7
Tuesday, May 5, 2015		475	510	985
Wednesday, May 6, 2015	0	1	2	3
	1	1	0	1
	2	1	0	1

Tuesday, May 10, 2022

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	3	0	8	8
	4	0	1	1
	5	1	1	2
	6	4	6	10
	7	18	35	53
	8	73	126	199
	9	30	30	60
	10	21	40	61
	11	53	61	114
	12	31	41	72
	13	40	44	84
	14	55	62	117
	15	41	43	84
	16	36	44	80
	17	28	42	70
	18	16	30	46
	19	24	27	51
	20	16	15	31
	21	14	15	29
	22	4	8	12
	23	2	4	6
	Wednesday, May 6, 2015		510	685
	Thursday, May 7, 2015			1195
	0	5	5	10
	1	4	2	6
	2	8	7	15
	3	33	45	78
	4	0	2	2
	5	2	2	4

Tuesday, May 10, 2022

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	6	4	4	8
	7	22	41	63
	8	56	91	147
Thursday, May 7, 2015		134	199	333
Grand Total		1119	1394	2513

## Appendix C – Sample Calculation – Transportation Noise Sources

STAMSON 5.0                      NORMAL REPORT                      Date: 26-08-2022 04:51:49  
 MINISTRY OF ENVIRONMENT AND ENERGY / NOISE ASSESSMENT

Filename: rail.te                      Time Period: Day/Night 16/8 hours  
 Description:

Rail data, segment # 1: HRT (day/night)

```

-----
Train          ! Trains      ! Trains      ! Speed !# loc !#
Cars! Eng  !Cont
Type          ! (Left)      !
(Right)       ! (km/h) !/Train!/Train! type !weld
-----+-----+-----+-----+-----+-----
--+-+-----+-----
* 1.          ! 5.1/0.0  ! 5.1/0.0  ! 30.0 ! 2.0 !
50.0 !Diesel! No
  
```

\* The identified number of trains have been adjusted for  
 future growth using the following parameters:

```

Train type:      ! Unadj. Trains ! Annual % ! Years of !
No Name         ! Left ! Right ! Increase ! Growth !
-----+-----+-----+-----+-----+
  1.             ! 4.0/0.0  ! 4.0/0.0  ! 2.50 !
10.00 !
  
```

Data for Segment # 1: HRT (day/night)

```

-----
Angle1  Angle2      : -90.00 deg   90.00 deg
Wood depth      :      0      (No woods.)
No of house rows :      0 / 0
Surface         :      1      (Absorptive ground
surface)
Receiver source distance : 15.00 / 15.00 m
Receiver height   :  9.15 / 4.50 m
Topography       :      1      (Flat/gentle slope; no
barrier)
Whistle Angle    :      60 deg   Track 1
Reference angle   :      0.00
  
```

Results segment # 1: HRT (day)

LOCOMOTIVE (0.00 + 61.85 + 0.00) = 61.85 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj
SubLeq								

-90	90	0.36	62.74	0.00	-0.89	0.00	0.00	0.00
61.85								

WHEEL (0.00 + 57.20 + 0.00) = 57.20 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj
SubLeq								

-90	90	0.46	58.30	0.00	-1.10	0.00	0.00	0.00
57.20								

LEFT WHISTLE (0.00 + 72.51 + 0.00) = 72.51 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj
SubLeq								

-88	60	0.36	73.97	0.00	-1.46	0.00	0.00	0.00
72.51								

RIGHT WHISTLE (0.00 + 63.72 + 0.00) = 63.72 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj
SubLeq								

60	88	0.36	73.97	0.00	-10.24	0.00	0.00	0.00
63.72								

Segment Leq : 73.47 dBA

Total Leq All Segments: 73.47 dBA

Results segment # 1: HRT (night)

LOCOMOTIVE (0.00 + -1.17 + 0.00) = 0.00 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj
SubLeq								

-90	90	0.50	0.00	0.00	-1.17	0.00	0.00	
0.00	-1.17							

WHEEL (0.00 + -1.35 + 0.00) = 0.00 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj
SubLeq								

-90	90	0.60	0.00	0.00	-1.35	0.00	0.00	
0.00	-1.35							

LEFT WHISTLE (0.00 + 72.51 + 0.00) = 0.00 dBA

Angle1	Angle2	Alpha	RefLeq	D.Adj	F.Adj	W.Adj	H.Adj	B.Adj
SubLeq								

-88	60	0.36	0.00	0.00	-1.46	0.00	0.00	0.00
72.51								

Segment Leq : 0.00 dBA

Total Leq All Segments: 0.00 dBA

TOTAL Leq FROM ALL SOURCES (DAY): 73.47

(NIGHT): 0.00

Environmental Vibration Assessment

**130 Wellington Street East**

Sault Ste. Marie

August 25, 2022

Prepared For

**Feroze Virani**

Prepared By

SE Consulting Inc.

100 Minerva Avenue  
Scarborough, Ontario, M1M 1V7

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## 1.0 Introduction

At the request of Feroze Vliirani (the Client), SE Consulting Inc. presents this report summarizing the ground vibration measurements taken at 130 Wellington Street, Sault Ste. Marie on July 19 and 20, 2022. It is understood that the intent is to convert the existing building at the subject site into residential usages. A Huron Central Railway (HCR) line is located immediately adjacent to the north side of the site. In order to establish the vibration levels and spectrum caused by train pass-bys, vibration measurements were conducted at the closest façade exposed to the rail line. The results and recommendations are summarized herein.

## 2.0 Vibration Criterion

In Ontario, there are no guidelines to assess the impact of railway vibration in the land use approval process. However, The Federation of Canadian Municipalities and the Railway Association of Canada jointly issued “Guidelines for New Development in Proximity to Railway Operations” in May 2013 (herein referred as FCM/RAC guidelines). The FCM/RAC guideline has been extensively used in Ontario to assess the railway vibration impact in the land use approval process.

For residential developments, the FCM/RAC guideline recommends an overall maximum vibration limit of 0.14 mm/sec root-mean-square (RMS). The limit should be based on a one-second averaging time between 4 Hz and 200 Hz.

The FCM/RAC recommended vibration limit will be used to assess the impact from the Huron Central Railway Line onto the existing building at the subject site.

## 3.0 Vibration Measurements

### 3.1 Instrumentation

Vibration levels were measured using Syscom ROCK vibration monitoring terminals with internal tri-axial geophone. The monitoring system is capable of measuring frequencies between 4 Hz and 200 Hz in accordance with the FCM/RAC guideline.

At the measured location, the geophone was placed on a heavy metal plate resting on the existing ground surface. The equipment was set to collect data at a sample rate of 1000 samples per second.

### 3.2 Measurement Locations

Vibration measurements were recorded at the building façade and various set back distances on Level 2 of the existing building. Figure 1 shows the measurement locations.

Vibration measurements were recorded at various set back distances on Level 2 of the existing building. Figure 1 shows the measurement locations.

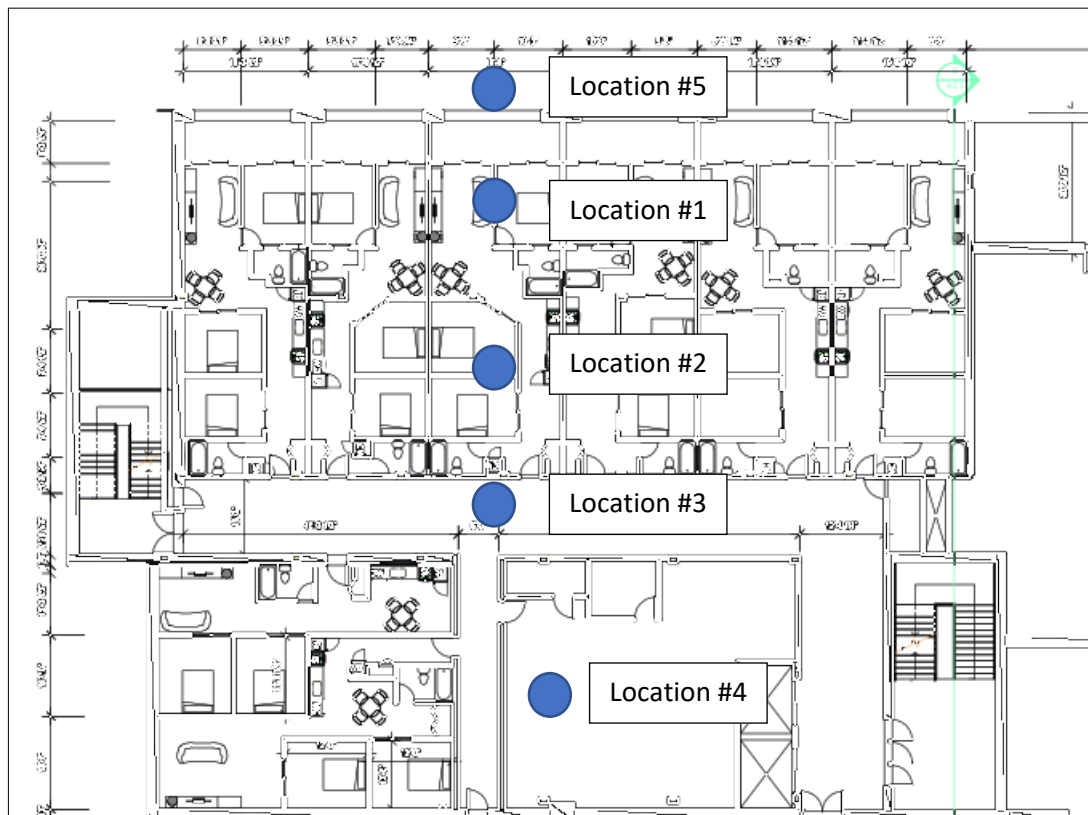


Figure 1: Measurement Locations

### 3.3 Results

Time histories of the measured vibration velocity produced by each train pass-bys were processed using an RMS averaging routing with a time constant of one second. The analysis procedure conforms with the FCM/RAC guideline.

The details of the train pass-bys and the maximum measured vibration level are shown in Table 1.

Table 1: Summary of Train Pass-bys

Date	Time	Maximum Overall Vibration Level (mm/s RMS)				
		Location#1	Location#2	Location#3	Location#4	Location#5
July 19, 2022	11:41	0.60	0.34	0.16	-	-
July 19, 2022	12:08	0.56	0.40	0.19	0.12	0.70
July 20, 2022	11:02	0.54	0.36	0.20	0.13	0.69
July 20, 2022	11:18	0.54	0.54	0.23	0.1	0.72
July 20, 2022	11:24	0.52	0.37	0.21	0.1	-
July 20, 2022	11:57	0.75	0.69	0.23	0.09	0.91

The criterion was exceeded by all the train pass-bys.

#### 4.0 Vibration Assessment

Using the measured vibration results, a regression analysis was done to predict the propagation (and decay) of vibration inside the building. Figure 2 shows the vibration level as a function of setback distance from the east building façade (i.e. 0' in the figure is the reference point at the east building façade).

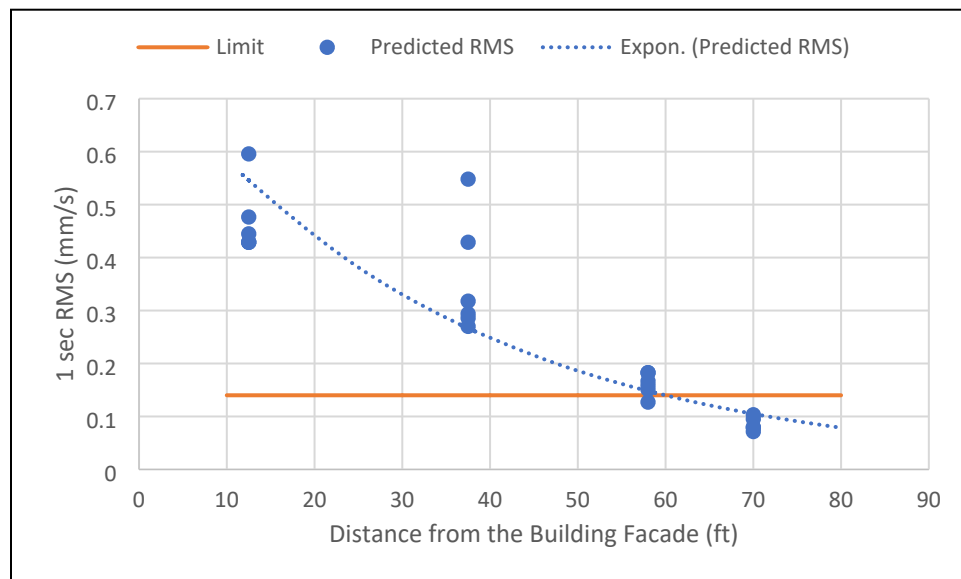


Figure 2: Decay of Measured Vibration on Level 2

Based on Figure 2, it can be concluded that the vibration level at 65' from the east building façade will meet the guideline limit.

Note, the vibration levels are reduced as it travels upward by 2dB/floor (US Federal Transit Administration Transit Noise and Vibration Impact Assessment Manual, 2018). The vibration levels on Level 3 are predicted from the measured levels on Level 2. The corresponding decay curve is plotted in Figure 3.

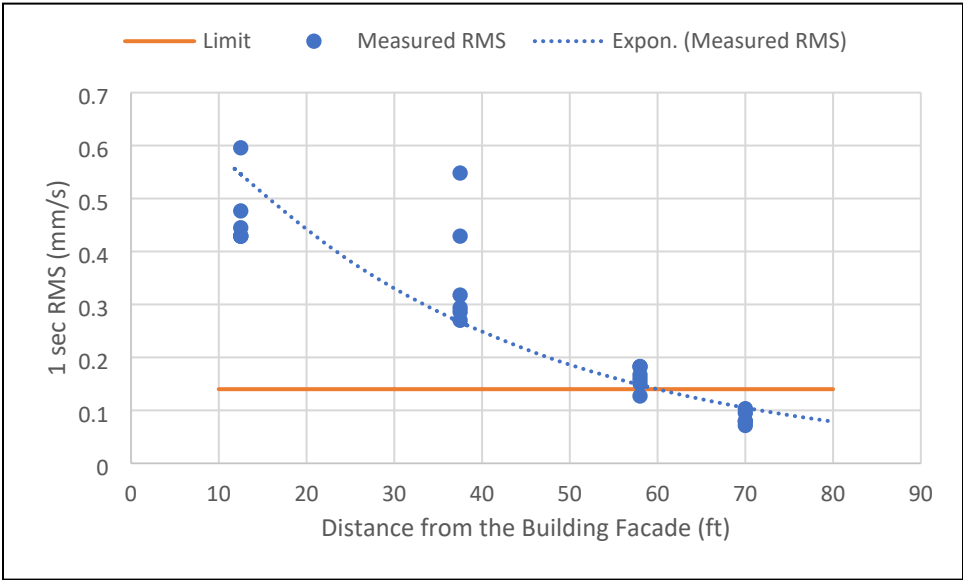


Figure 3: Predicted Decay of Level 3 Vibration

The vibration level on Level 3 would meet the guideline limit at 60' from the east building façade.

### 5.0 Frequency Characteristics

The measured vibration time histories were filtered using 1/3 octave band filter to determine the dominant frequency of vibration. Figure 4 shows the typical frequency characteristics.

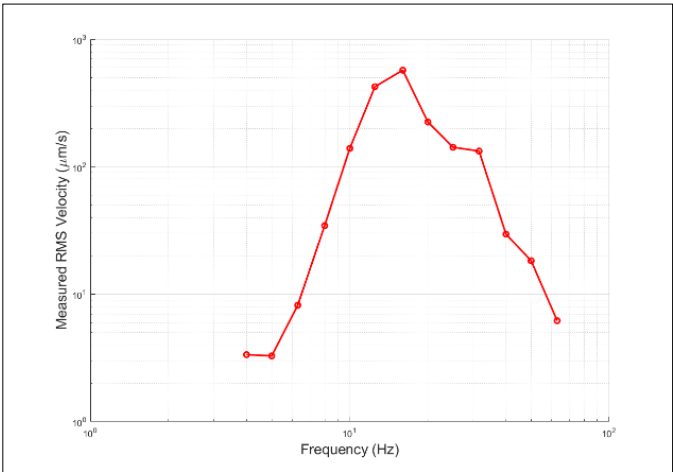


Figure 4: Frequency Characteristics of the Measured Vibration Data

From Figure 4, the frequencies with significant energy are identified to be 12.5 Hz and 16 Hz.

## 6.0 Possible Vibration Mitigation Options

As the measured vibration level exceeded the limit, several mitigation options were explored. Details of the mitigation are provided below.

- Box in box construction – this is essentially an independent structure isolated from the main building structure using resilient mounts. This will involve isolating the walls, floors, and ceilings of the inner box using resilient mounts. The three main components are identified as the followings:
  - Floating acoustic floor – new floors will be supported atop either springs or elastomeric bearings. An air gap of minimum 50 mm will be needed between the existing and new floor system.
  - Isolated walls – the walls can either be supported on the new floor or they can be built upon specially designed wall supported plates.
  - Acoustic hangers – the new ceiling will comprise of gypsum board or acoustic tiles suspended from spring supported hangers connected to the existing ceiling.

A schematic of box -in box construction is shown in Figure 5.

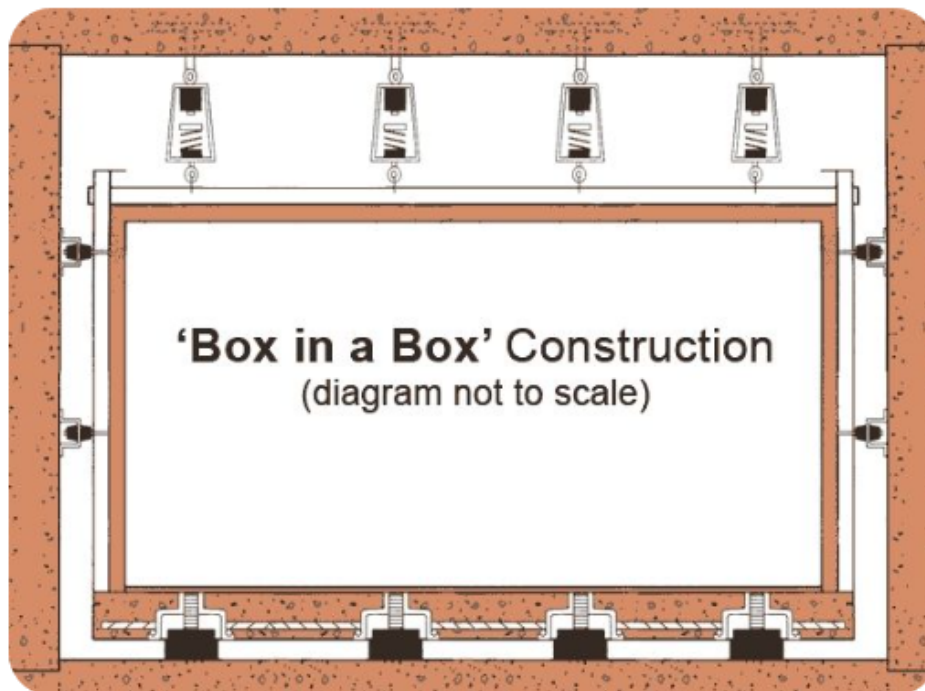


Figure 5: Schematics of Box-in-Box Construction

- Isolation of columns – the existing columns can be cut and the resilient bearing elements can be installed between the beams and columns. This would effectively mitigate the vibration transfer from the ground to the upper storeys above.
- Trench along the railway line – another option would be installing a trench along the building foundation. The depth, width and fill material of the trench would need to be appropriately designed so that the trench act as vibration barrier for the ground-borne vibration.
- Usage changes – An administrative decision could be made to alter the usages to commercial/institutional purposes where the vibration level exceeded the limit. The rest of the spaces could be residential usages.

## 7.0 Discussions

It was observed that there are 4 to 5 train pass-bys during the day time, predominantly between 10:00 AM and 1:00 PM. Based on our discussion with the train yard manager, this is a typical train activity on this rail route.

Based on the measured vibration levels, decay of vibration, and frequency characteristics the following observations are made with respect to vibration isolation of the existing building.

- Box-in-box construction in Level 2 and 3 would effectively reduce the vibration level to the guideline limit. Note, this type of construction is mostly used for very sensitive usages such as recording studio, motion pictures, and high-end research facility.

The approximate cost of \$125 per square feet would not justify the installation of this system. Considering the usage of the space and daytime train activity, this is not an economically feasible option.

- Another option is to introduce a cut at the column and then install resilient material between the columns and beams. Based on the vibration level and frequency characteristics, pre-compressed spring isolators will be required.

This poses significant challenge in regards to structural stability. Shear key elements might also be required to transfer the lateral load. Also, the isolating stair case would require considerable co-ordination between structural engineer and other disciplines. A detail study should be undertaken by a professional structural engineer to study the code compliance. After the completion of the study, if required, this option could be further explored. Including the engineering calculation, design drawings, and site co-ordination, the cost of implementation would be in the range of \$80/kip of supported axial load.

Based on our experience, this option might not be feasible considering the age of the building and structural stability.

- To reduce the vibration propagation through the soil, another option is to install a trench along the rail line. Based on the Figure 4, the dominant frequency of concern is 12.5 and 16 Hz. At this site, there have been no shear wave velocities measurement. Based on the geotechnical study by Down to Earth Geotechnical Engineering, average shear wave velocity is assumed to be 360 to 760 m/s.

Using the design parameters, our preliminary calculation indicated that to achieve the desired level of vibration mitigation, the trench depth should be at least 15 m with an extent of the entire east building façade (~200' long). The performance of the trench would be further reduced due to freezing of soil during the winter months.

Note, the building foundation is supported on the glacial till approximately at 1.5 m below the existing grade. The glacial till acts similar to bed rock which ensures efficient propagation of vibration and higher depth of the trench is required.

Considering the subsurface conditions and unrealistic depth requirement, vibration mitigation by trenching is not a viable option at this site.

- In order to mitigate vibration, another option could be usages changes. Based on the Figures 2 and 3, the vibration levels were predicted to meet the guideline limit at 65' from the east building façade. Thus, the spaces within first 65' could be used as commercial spaces. The rest of the building can be fit out as residential spaces.

This would require close co-ordination between architect, structural and other disciplines to ensure that light, window, and structural continuity are properly ensured.

- Considering the existing building age, structural condition and orientation, the available mitigation options are either economically or technically not feasible.
- During our site visit, it was observed that there are residential houses at similar setback distances from the existing rail line. It is understood that there are no complaints in regards to ground-borne vibration due to the typical train activity at the yard. This could be attributed to the infrequent train pass-bys during the daytime only (10:00 AM to 01:00 PM).
- Considering the current railway operation and future intended usages of the existing building, it is our opinion that the warning clauses could be an effective administrative tool to make future occupants aware of the potential vibration situation. In this way, the future tenants will be well informed about the vibration levels. It is recommended that the following warning clause be added in agreement of Offers of Purchase and Sales and lease/rental agreements.

*"Purchasers/tenants are advised that vibration levels due to railway pass-bys are feelable and may interfere with the indoor activities. The vibration levels are such that it can cause rumbling noise and rattling of the overhang fixtures inside the unit."*

## 8.0 Concluding Remarks

The measured vibration levels exceed the limit and several mitigation options were explored. However, all the available options are either technically or economically not feasible.

In this context, an administrative control namely warning clause could be introduced in the rental agreement /lease. The details of the warning clause are described in Section 7.

We trust these general recommendations meet the requirement of the project at this time.

Should you have any questions, please do not hesitate to contact us.

Yours truly,

SE Consulting Inc.



Muhammad Rahman, M.A.Sc., P.Eng.

Senior Acoustic Engineer

**AMENDMENT NO. 243  
TO THE  
SAULT STE. MARIE OFFICIAL PLAN**

**PURPOSE**

This Amendment is an amendment to the Text of the Official Plan as it relates to the Housing and Commercial Policies, and to the Land Use Map (Schedule C).

**LOCATION**

PT SEC 6 ST. MARY'S AS IN AL148165 FIRSTLY & SECONDLY); PT SEC 6 ST. MARY'S SRO AS IN AL148165 THIRDLY); SAULT STE. MARIE, having Civic Number 130 Wellington Street East, located at the east corner of the Wellington Street East and Tancred Street intersection.

**BASIS**

This Schedule C amendment is necessary in view of a request to permit commercial and residential uses on the subject property. The development proposal does not conform to the present Land Use Schedule C of the Official Plan.

The Text Amendments are necessary in view of an application to permit:

- a. Residential development consisting of more than 50 dwelling units without the need to provide at least 30% of those units at affordable prices, as required by Housing Policy 6 of the Official Plan.
- b. New commercial development without the need to submit a market impact study.

Council now considers it desirable to amend the Official Plan.

**DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO**

The Official Plan for the City of Sault Ste. Marie is hereby amended with the following Schedule C map changes and notwithstanding clauses:

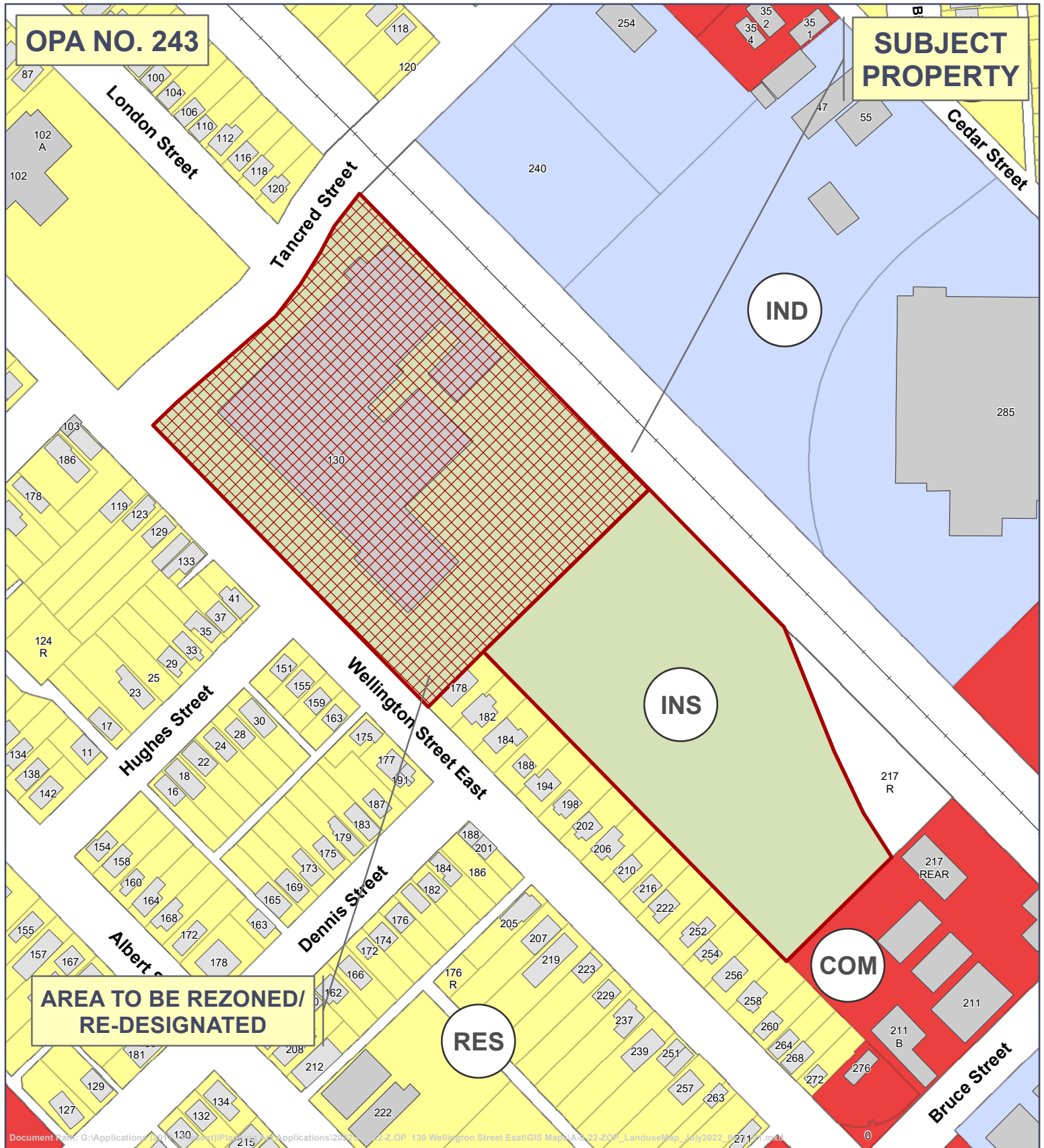
- Re-designate the westerly 155 metres of the subject property from Institutional to Commercial.

Text – 159

- Notwithstanding Housing Policy HO.6, to waive the requirement that in all urban residential developments greater than 50 units, at least 30% of those units shall be affordable.
- Notwithstanding Commercial Policy C.2, to waive the requirement that new commercial development in excess of 4,000 sq.m. conduct a market impact study to assess the impact on existing facilities.

## **INTERPRETATION**

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



Document Path: G:\Applications\2022\GIS\Map\A-9-22-ZOP\_130 Wellington Street East\GIS Maps\A-9-22-ZOP\_LanduseMap\_July2022\_1.mxd

<p><b>Application Map Series</b></p> <p><input type="checkbox"/> Subject Property <input checked="" type="checkbox"/> Official Plan Landuse</p> <p><input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image</p> <p><input type="checkbox"/> Official Plan Amendment</p> <p><b>Property Information</b></p> <p>Civic Address: 130 Wellington St. E</p> <p>Roll No.: 040018147000000</p> <p>Map No.: 26</p> <p>Application No.: A-9-22-ZOP</p> <p>Date Created: July 29, 2022</p>	<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> Subject Property</li> <li> Area To Be Rezoned/Re-Designated</li> <li> Residential</li> <li> Commercial</li> <li> Institutional</li> <li> Parks Recreation</li> <li> Industrial</li> <li> Rural Area</li> <li> Airport Lands</li> <li> Parklands</li> </ul> <p>Page 228 of 399</p>	<p> <b>SAULT STE. MARIE</b></p> <p><b>Planning and Enterprise Services</b></p> <p>Community Development and Enterprise Services Department</p> <p>99 Foster Drive, Sault Ste Marie, ON P6A 5X6</p> <p>saultstemarie.ca   705-759-5368   planning@cityssm.on.ca</p> <p><i>This map is for general reference only</i></p> <p>Orthophoto: None</p> <p>Projection Details:</p> <p>NAD 1983 UTM Zone 16N</p> <p>GCS North American 1983</p> <p>0 12.5 25 50 Meters</p> <p>1:2,000</p> <p></p>
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## Stephanie Perri

---

**From:** Stephanie Perri  
**Sent:** Thursday, August 11, 2022 10:58 AM  
**To:** Jonathan Kircal  
**Subject:** FW: Request for Comment - 2 Applications

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**From:** Francois Couture <f.couture@cityssm.on.ca>  
**Sent:** Thursday, August 11, 2022 10:58 AM  
**To:** Stephanie Perri <s.perri@cityssm.on.ca>; Carl Rumiel <c.rumiel@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Dan Perri <d.perri@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Karen Fields <k.fields@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Tom Vair <t.vair@cityssm.on.ca>; Paul Milosevich <p.milosevich@cityssm.on.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Susan Hamilton Beach <s.hamiltonbeach@cityssm.on.ca>; Diane Morrell <diane.morrell@sciontario.org>; SSMRCA <nature@ssmrca.ca>; 'Toni.Tessarolo@ontario.ca' <Toni.Tessarolo@ontario.ca>; 'mso-ne@ontario.ca' <mso-ne@ontario.ca>; 'circulations@wsp.com' <circulations@wsp.com>; 'planninganddevelopment@bell.ca' <planninganddevelopment@bell.ca>; newdevelopment@rci.rogers.com; eng dept <eng-dept@ssmpuc.com>; Rob Harten <rob.harten@ssmpuc.com>; THERIAULT, Raynald <raynald.theriault@canadapost.postescanada.ca>; Councilsecretary@batchewana.ca; Josie\_tomei@cpr.ca  
**Cc:** Kathy Swinn <k.swinn@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>; Orsalina Naccarato <o.naccarato@cityssm.on.ca>  
**Subject:** RE: Request for Comment - 2 Applications

Hello Stephanie,

**A-9-22-Z.OP 130 Wellington Street East** - The proposed development and the existing building must meet the requirements of O Reg 153/04 or a record of site condition will be required. Please find below an excerpt from O Reg 153/04, I have highlighted some of the relevant areas for your information.

**15. (1)** Section 168.3.1 of the Act and section 14 of this Regulation do not apply to any of the following changes in use to a building, nor do those sections apply to the construction of a building that will be used in connection with any of the following changes in use:

**1.** A change that meets all of the following criteria:

- i. Before the change in use to the building, part of the building is used for residential use or institutional use and another part of the building is used for commercial use or community use.
- ii. After the change in use to the building, the existing building envelope is to remain unchanged **and there will be no addition to the exterior portions of the building.**
- iii. The property on which the building is located is not used or has not ever been used, in whole or in part, for an industrial use, as a garage, as a bulk liquid dispensing facility, including a gasoline outlet, or for the operation of dry cleaning equipment.
- iv. The property on which the building is located was not exempt under paragraph 2 of this subsection from section 168.3.1 of the Act and section 14 of this Regulation with respect to conversion from a commercial or community use to a use specified in subparagraph 2 ii of this subsection.

**2.** A change that meets all of the following criteria:

- i. Before the change, the property is used for a commercial or community use.
- ii. After the change, the property will be used,  
A. for a commercial or community use as well as for a residential use,

- B. for a commercial or community use as well as for an institutional use, or  
C. for a commercial or community use as well as for both a residential use and an institutional use.
- iii The change to **residential use** or institutional **use is restricted to floors above the ground floor.**  
iv. The building has no more than six storeys before the change and will have no more than six storeys after the change.  
v. The **existing building envelope is to remain unchanged and there will be no addition to the exterior portions of the building.**  
vi. The property on which the building is located is not used or has not ever been used, in whole or in part, for an industrial use, as a garage, as a bulk liquid dispensing facility, including a gasoline outlet, or for the operation of dry cleaning equipment. O. Reg. 407/19, s. 5 (1).

---

**From:** Stephanie Perri <[s.perri@cityssm.on.ca](mailto:s.perri@cityssm.on.ca)>

**Sent:** Tuesday, August 2, 2022 1:59 PM

**To:** Carl Rumiel <[c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)>; Maggie McAuley <[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)>; Dan Perri <[d.perri@cityssm.on.ca](mailto:d.perri@cityssm.on.ca)>; Freddie Pozzebon <[f.pozzebon@cityssm.on.ca](mailto:f.pozzebon@cityssm.on.ca)>; Francois Couture <[f.couture@cityssm.on.ca](mailto:f.couture@cityssm.on.ca)>; Karen Fields <[k.fields@cityssm.on.ca](mailto:k.fields@cityssm.on.ca)>; Rick Van Staveren <[r.vanstaveren@cityssm.on.ca](mailto:r.vanstaveren@cityssm.on.ca)>; Tom Vair <[t.vair@cityssm.on.ca](mailto:t.vair@cityssm.on.ca)>; Paul Milosevich <[p.milosevich@cityssm.on.ca](mailto:p.milosevich@cityssm.on.ca)>; Virginia McLeod <[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)>; Susan Hamilton Beach <[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)>; Diane Morrell <[diane.morrell@sciontario.org](mailto:diane.morrell@sciontario.org)>; SSMRCA <[nature@ssmrca.ca](mailto:nature@ssmrca.ca)>; 'Toni.Tessarolo@ontario.ca' <[Toni.Tessarolo@ontario.ca](mailto:Toni.Tessarolo@ontario.ca)>; 'mso-ne@ontario.ca' <[mso-ne@ontario.ca](mailto:mso-ne@ontario.ca)>; 'circulations@wsp.com' <[circulations@wsp.com](mailto:circulations@wsp.com)>; 'planninganddevelopment@bell.ca' <[planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca)>; [newdevelopment@rci.rogers.com](mailto:newdevelopment@rci.rogers.com); eng dept <[eng-dept@ssmpuc.com](mailto:eng-dept@ssmpuc.com)>; Rob Harten <[rob.harten@ssmpuc.com](mailto:rob.harten@ssmpuc.com)>; THERIAULT, Raynald <[raynald.theriault@canadapost.postescanada.ca](mailto:raynald.theriault@canadapost.postescanada.ca)>; [Councilsecretary@batchewana.ca](mailto:Councilsecretary@batchewana.ca); [Josie\\_tomei@cpr.ca](mailto:Josie_tomei@cpr.ca)  
**Cc:** Kathy Swinn <[k.swinn@cityssm.on.ca](mailto:k.swinn@cityssm.on.ca)>; Amanda Cipriano <[a.cipriano@cityssm.on.ca](mailto:a.cipriano@cityssm.on.ca)>; Orsalina Naccarato <[o.naccarato@cityssm.on.ca](mailto:o.naccarato@cityssm.on.ca)>

**Subject:** Request for Comment - 2 Applications

Good afternoon,

Please find attached the following rezoning applications for your review/comment:

1. A-9-22-Z.OP 130 Wellington Street East; and
2. A-10-22-Z 207 Dacey Road.

We would appreciate receiving your comments no later than **August 15, 2022**.

Please advise if you require anything further.

Thank you

Stephanie

**Stephanie Perri**

Administrative Clerk

Planning and Enterprise Services

[s.perri@cityssm.on.ca](mailto:s.perri@cityssm.on.ca)

705.759.5368

**CITY OF SAULT STE. MARIE**

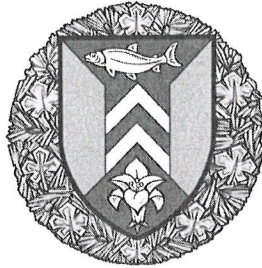
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6

[saultstemarie.ca](http://saultstemarie.ca)





The Corporation of the  
City of Sault Ste. Marie



**Public Works & Engineering Services**

**Dan Perri, P. Eng.**

**Municipal Services & Design Engineer**

2022 08 15

MEMO TO: Peter Tonazzo, RPP  
Director of Planning

RE: A-9-22-Z.OP  
130 Wellington Street East  
11547305 Canada Inc.

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

- A Preliminary Site Servicing Study was carried out by the applicant's consulting engineer. As per this study, it is recommended that the peak sanitary flows generated from this site do not exceed 9.34 L/s, calculated in accordance with Ministry of the Environment, Conservation and Parks (MECP) design guidelines;
- A 6m road widening on Wellington Street East is required, if it has not already been taken;
- From a traffic volume perspective, capacity issues are not anticipated as a result of the proposed development; and
- It is understood that this property is subject to Site Plan Control. Any changes to the existing site should be submitted for site plan approval to ensure servicing, grading, and drainage is addressed to the satisfaction of the Director of Engineering Services or his designate.

A handwritten signature in blue ink, appearing to read 'D. Perri'.

Dan Perri, P.Eng.  
Municipal Services & Design Engineer  
Public Works and Engineering Services  
705.759.5329  
d.perri@cityssm.on.ca

DP/  
c. Susan Hamilton Beach, Public Works

F:\ENGINEERING DATA\REZONING\2022\A-9-22-Z.OP 130 Wellington Street East 2022 08 15.docx

OPA NO. 243

SUBJECT  
PROPERTY



AREA TO BE REZONED/  
RE-DESIGNATED

Document Path: G:\Applications (2011 - Present)\Planning Act Applications\2022\A-9-22-Z-OP\_130 Wellington Street East\GIS Maps\A-9-22-ZOP\_AerialMap\_July2022\_8x11\_27\_1.mxd

### Application Map Series




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

### Property Information

Civic Address: 130 Wellington St. E  
Roll No.: 040018147000000  
Map No.: 26  
Application No.: A-9-22-ZOP  
Date Created: July 29, 2022

### Legal Department Reference

### Legend

-  Subject Property  
 Area To Be Rezoned/Re-Designated  
 Area To Be Rezoned/Re-Designated

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**SAULT  
STE. MARIE**

### Planning and Enterprise Services

Community Development and Enterprise  
Services Department

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

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

*This map is for general reference only*

Orthophoto: 2016 20cm Colour

Projection Details:

NAD 1983 UTM Zone 16N

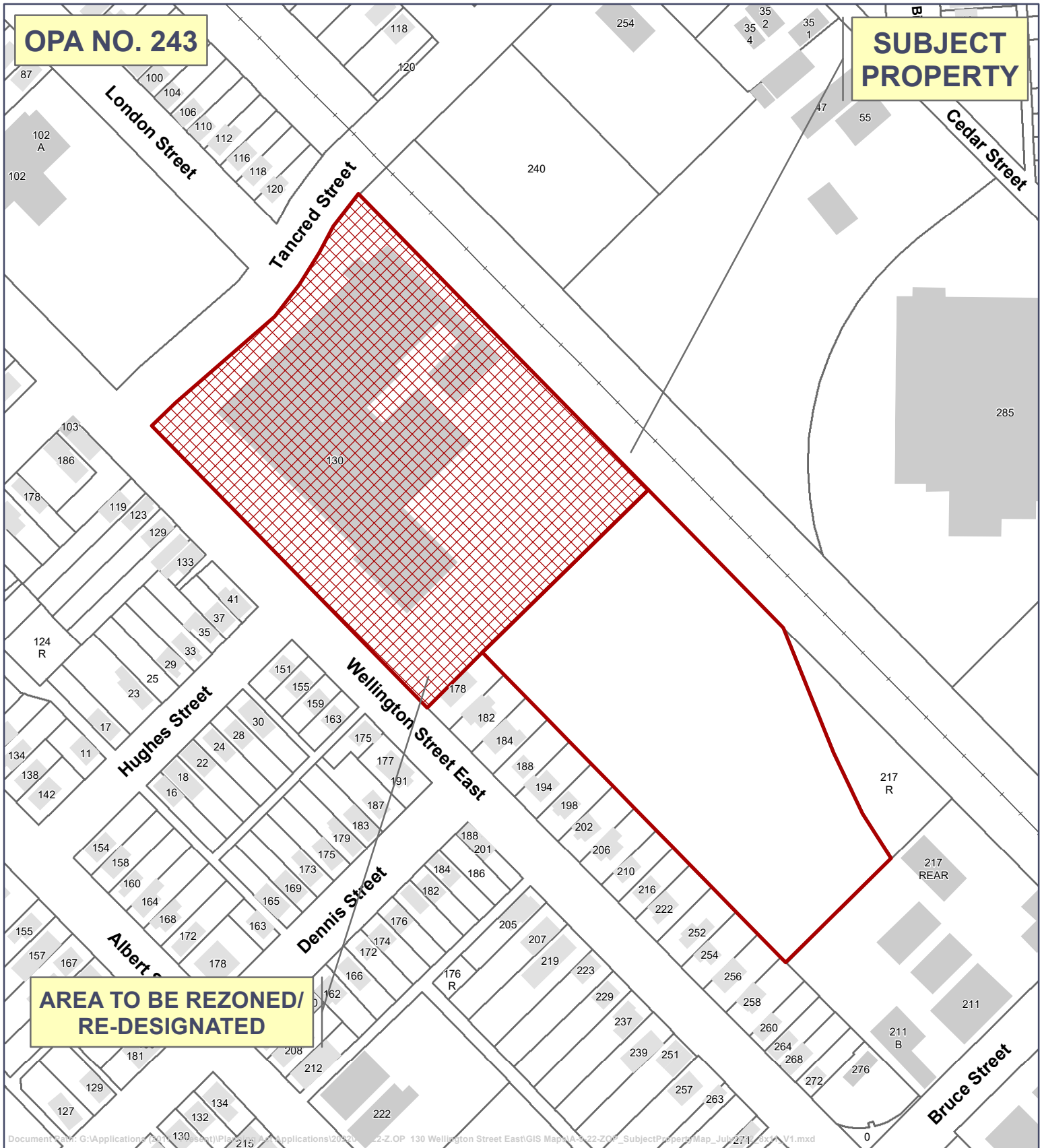
GCS North American 1983

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OPA NO. 243

SUBJECT  
PROPERTY



AREA TO BE REZONED/  
RE-DESIGNATED

### Application Map Series




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

### Property Information

Civic Address: 130 Wellington St. E  
Roll No.: 040018147000000  
Map No.: 26  
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Date Created: July 29, 2022

### Legal Department Reference

### Legend

-  Subject Property  
 Area To Be Rezoned/Re-Designated  
 Page 234 of 399



**SAULT  
STE. MARIE**

### Planning and Enterprise Services

Community Development and Enterprise

Services Department

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

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

*This map is for general reference only*

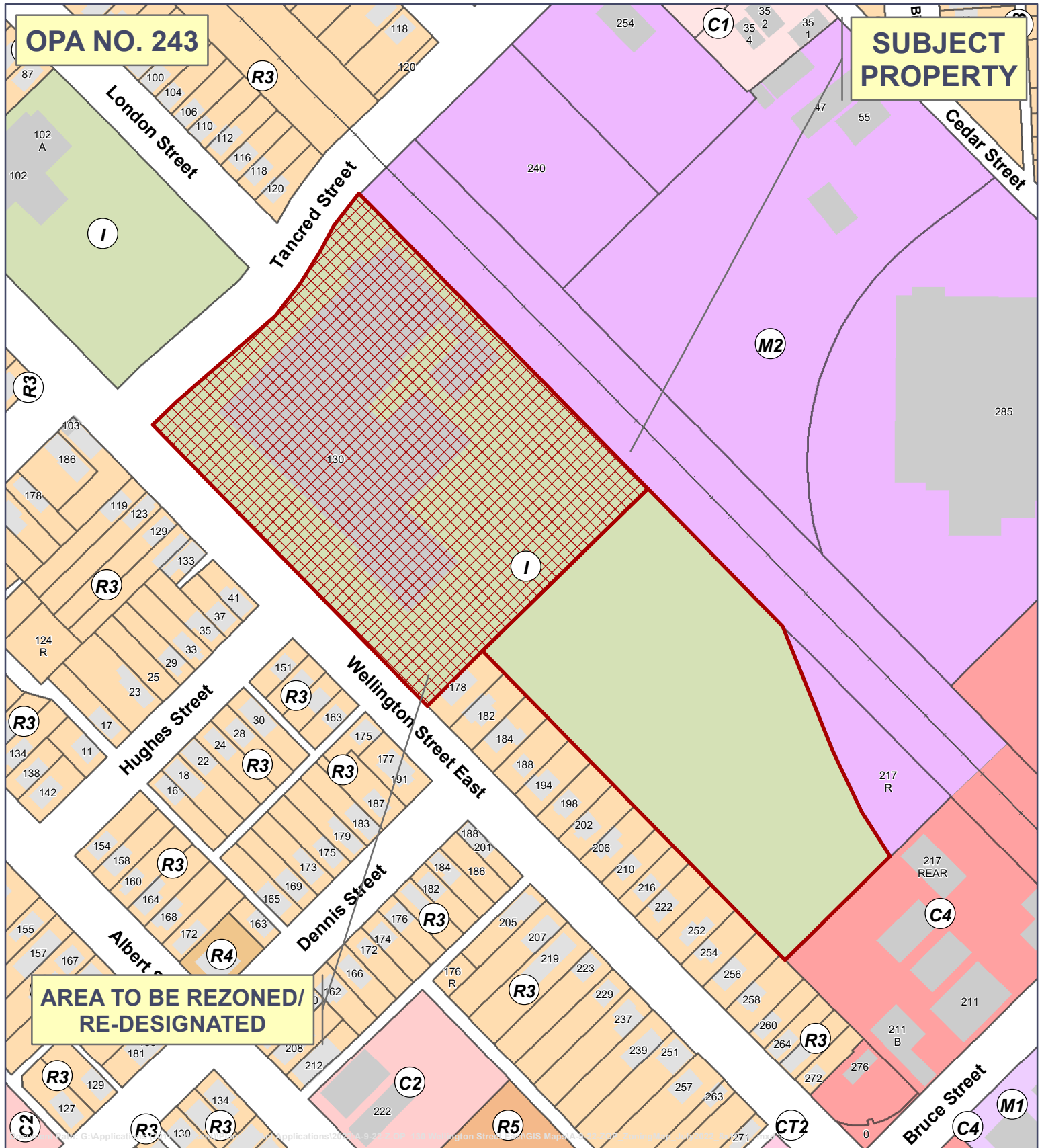
Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983





### Application Map Series

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

### Property Information

**Civic Address: 130 Wellington St. E**  
**Roll No.: 040018147000000**  
**Map No.: 26**  
**Application No.: A-9-22-ZOP**  
**Date Created: July 29, 2022**

### Legend

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

### SAULT STE. MARIE

**Planning and Enterprise Services**  
 Community Development and Enterprise Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca) | 705-759-5368 | [planning@cityssm.on.ca](mailto:planning@cityssm.on.ca)

*This map is for general reference only*  
 Orthophoto: None  
 Projection Details:  
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Page 235 of 399



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

## NOTICE OF AMENDED APPLICATION & PUBLIC MEETING

### 130 Wellington Street East

Application No.: A-9-22-Z.OP

Applicant: 11547305 Canada Inc. (c/o Feroze Virani)

Date: September 19, 2022  
Time: 5:30 PM

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

#### PURPOSE

This amended Notice of Application and Public Meeting specifies the current Special Exception Zoning on the property and scopes the extent of the Holding Provision By-law to the northern 25 metres of the property rather than the entire property.

The applicant, Feroze Virani (representing 11547305 Canada Inc.), has submitted an application to re-designate and rezone the western 155 metres of 130 Wellington Street East to permit a variety of commercial uses and approximately 220 residential dwelling units within the existing building.

A Holding Provision By-law will be applied to the northern 25 metres of the area to be rezoned. This is to restrict the development of sensitive land uses, such as residential, until such a time that it can be determined that the proximity of a rail line will not create land use compatibility issues.



#### PROPOSED CHANGE

Amend the Official Plan by re-designating the western 155 metres of 130 Wellington Street East from Institutional to Commercial with notwithstanding clauses to waive the following:

- Affordable housing requirements as per policy HO.6 that requires no less than 30% of residential dwelling units to be affordable where more than 50 units are proposed.
- Market impact studies as per policy C.2 that requires new commercial development in excess of 4,000 sq.m. to conduct a market study to assess the impact on existing facilities.

Rezone the western 155 metres of 130 Wellington Street East from Institutional Zone (I.S 362) with Special Exception 362 to General Commercial Zone (C4.S) (H) with an amended (repeal and replace) special exception to, in addition to the uses permitted in a General Commercial Zone (C4):

1. Permit residential dwellings to be located on the ground floor.
2. Reduce the required parking for residential units from 1.25 spaces/unit to 1 space/unit.
3. Permit the following additional uses within the C4 Zone: Computer, precision and electronics manufacture and repair, Group Homes and Group Residences.
4. Reduce the required landscaping in the required front yard (Tancred) from 50% to 5% and to reduce the required landscaping in the required Exterior Side Yard (Wellington) from 50% to 20%, inclusive of the 6m required road widening along Wellington St. E.
5. Notwithstanding Section 6, permit the required 3 loading spaces to be located in a required front yard, occupy required parking spaces and not be visually screened from abutting and adjacent residential zones.

The Holding (H) Symbol shall be applied to the northern 25 metres of the area to be rezoned within the subject property, and be lifted when the following conditions have been satisfied on terms satisfactory to the City of Sault Ste. Marie:

- The submission of a land use compatibility study that addresses the development of sensitive uses in proximity to rail operations, with regard for noise and vibration.

**HAVE YOUR SAY**

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

**TAKE NOTICE THAT** the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, September 19, 2022 at 5:30 p.m. to consider a proposed amendment to the Official Plan and Zoning By-Law No. 2005-150 under Section 17, 22, and 34 of The Planning Act, Chap. P.13, R.S.O.1990, as amended. This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable’s Community Channel, Sootoday.com and on the City’s YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting may do so electronically or in person. Electronic participants must contact the City Clerk at [cityclerk@cityssm.on.ca](mailto:cityclerk@cityssm.on.ca) or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to join the meeting in advance Any written submissions received in advance of the meeting will be included with Council’s Agenda.

**MORE INFORMATION**

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, September 16, 2022 as part of City Council’s Agenda. Please contact Jonathan Kircal at 705.759.6227 or [j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca) to request a digital copy. Please refer to the application file number.

**WRITTEN SUBMISSION**

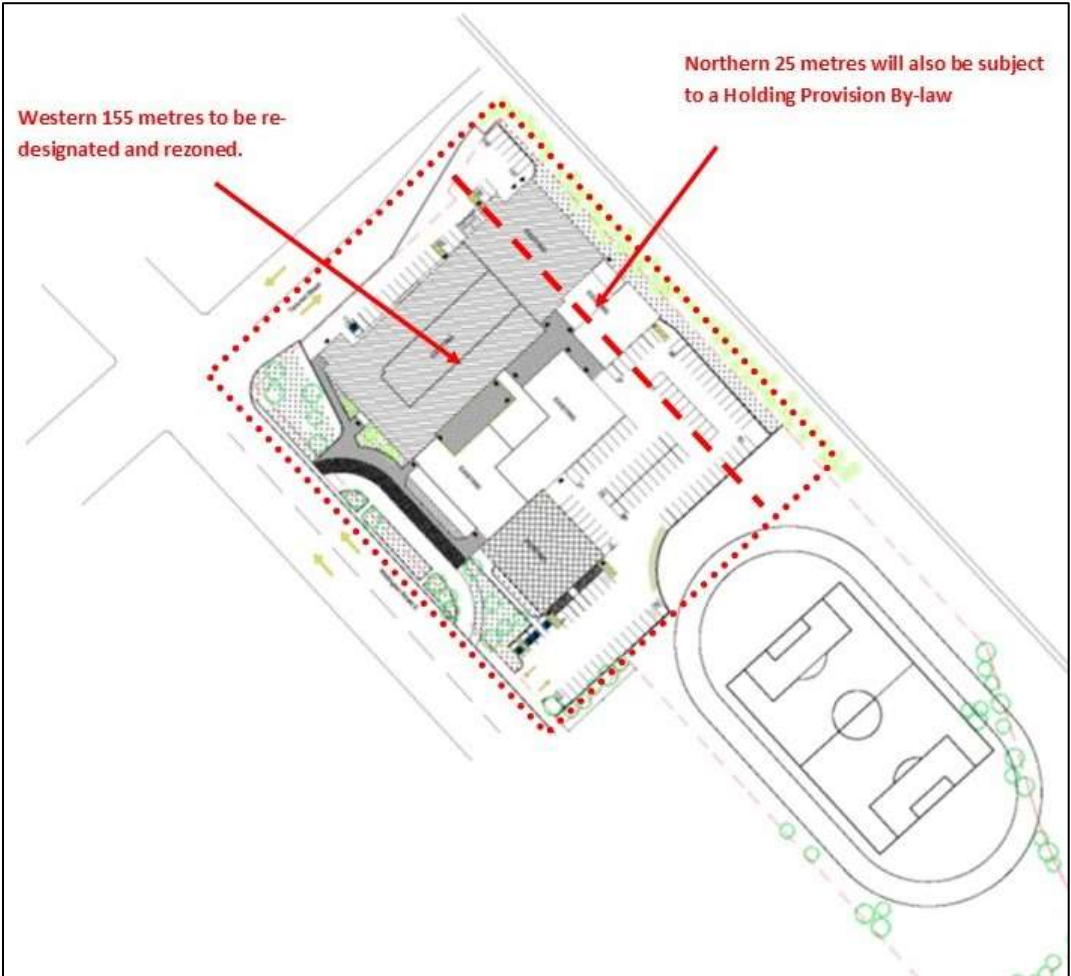
To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Jonathan Kircal, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to [j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca) with your name, address and application file number on or before **Monday, September 19, 2022**.

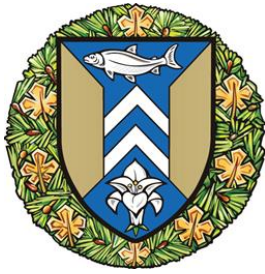
If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

**LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL**

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

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





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

**COUNCIL REPORT**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Peter Tonazzo, RPP, Director of Planning  
DEPARTMENT: Community Development and Enterprise Services  
RE: A-11-22-Z Short Term Rental Accommodation

---

**PURPOSE**

The Applicant, The Corporation of the City of Sault Ste. Marie is proposing to amend the Zoning By-law to regulate Short Term Rentals (STRs) often referred to as 'Airbnb's'. Furthermore, pursuant to Sections 8-11 inclusive and Section 151 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the City proposes to pass a new Licensing By-law to require Short Term Rental Operators to hold a valid business license from the City of Sault Ste. Marie and to establish licencing guidelines and fees.

**PROPOSED CHANGE**

The changes originally proposed are contained below (note, the final recommendations based on community consultation are found later in the report):

**A. Proposed Amendments to Zoning By-law 2005-150**

1. That STRs be defined as any accommodation that is available for up to 28 days.
2. That STRs be permitted in all zones that permit a residential dwelling, more specifically:
  - a. Rural Area Zone (RA)
  - b. Rural Aggregate Extraction Zone (REX)
  - c. Estate Residential Zone (R1)
  - d. Single Detached Residential Zone (R2)
  - e. Low Density Residential Zone (R3)
  - f. Medium Density Residential Zone (R4)
  - g. High Density Residential Zone (R5)
  - h. Traditional Commercial Zone (C1)
  - i. Central Commercial Zone (C2)
  - j. Commercial Transitional Zone (CT2)
  - k. Riverfront Zone (C3)
  - l. General Commercial Zone (C4)
3. That only one self-contained STR is permitted per lot except where:

- a. The property is within a commercial zone that permits dwelling units, more specifically the following commercial zones:
    - i. Traditional Commercial Zone (C1)
    - ii. Central Commercial Zone (C2)
    - iii. Commercial Transitional Zone (CT2)
    - iv. Riverfront Zone (C3)
    - v. General Commercial Zone (C4)
  - b. One of the units on the property is owner occupied.
  - c. Where multiple units exist on one property, written approval of the landlord is required.
  - d. Where multiple units exist within a condominium complex, written approval from the Condominium Corporation is required.
4. That recreational Vehicles (RVs) and tents cannot be utilized as STRs.
5. That STRs hold a valid license from the City. Hotels and Bed and Breakfasts are excluded from this requirement.

#### **B. Proposed Licensing By-law and Requirements**

1. Applicants will be required to fill out the application form and pay applicable fees.
2. Licenses will be valid for up to 3 years, upon which, renewals will be required.
3. Licenses are not transferrable.
4. The Applicant will be responsible for obtaining written approvals from the following City Departments:
  - a. Building Division – Will conduct a file review and if required, an on-site inspection to ensure applicable Zoning, Property Standards and Ontario Building Code compliance.
  - b. Fire Services – Will conduct an on-site inspection to ensure applicable Ontario Fire Code compliance.
  - c. Finance Division – To confirm that Municipal Accommodation Tax (MAT) return form(s) have been completed.
5. The following licensing guidelines aim to provide additional resources to guests and neighbours so that potential problems can be avoided, and if problems arise, they can be addressed:
  - a. Hosts should clearly post a set of ‘house rules’ for guests, including but not limited to:
    - i. Clear communication of property boundaries and what amenities are available to guests and what amenities are not.
    - ii. Reference to pertinent information in local By-laws, such as the Noise By-law and Animal Care and Control By-law.
    - iii. General information related to being a good neighbour, as per the City’s ‘Be a Good Neighbour Guide’.
    - iv. Rules around refuse disposal.
  - b. Hosts should also provide their contact information, as well as information to contact the STR platform (ie. Airbnb) to immediate

neighbours, so that in the event of an issue, neighbours can contact the host and/or the STR platform.

6. Failure to adhere to the aforementioned requirements may result in the refusal or revocation of a STR license.
7. The proposed licensing fees, subject to annual updates to the User Fee By-law are as follows:
  - a. \$50 – licensing fee, payable to Clerks Department.
  - b. \$59.68-\$123.79 – Building Division file review and/or on-site inspection fee, payable to the Building Division.
  - c. \$133.91 – Fire Services file review and on-site inspection fee

**Subject Property:**

The proposed Zoning By-law amendments are textual in nature and apply to various zones and properties throughout the City.

**BACKGROUND**

On August 8, 2022, Council passed the following Resolution in relation to an informational report, which is attached:

Resolved that the report of the Director of Planning dated August 8, 2022 concerning Short Term Rental accommodations be received and that staff be directed to provide formal public notice of its intention to amend Zoning By-law 2005-150 and establish a new licensing by-law for the purposes of regulating short term rental accommodations, as described in this report.

**ANALYSIS**

**Conformity with Official Plan**

The proposed amendments would permit Short Term Rentals within any zone that permits dwelling units. Dwelling units are permitted on lands designated Residential and Commercial on Land use Schedule 'C' of the Official Plan.

**Conformity with Provincial Policy Statement 2020**

The proposed amendments and licensing approach conform to the Provincial Policy Statement 2020.

**Conformity with Growth Plan for Northern Ontario 2011**

The Growth Plan lists 'Tourism' as a 'Priority Economic Sector'. It is recognized that STRs offer unique, alternative accommodations for tourists. The proposed rezoning will permit STRs to operate in any zone that permits dwelling units. Therefore, the proposed approach is supportive of tourism and the role that STRs play in providing safe, alternative accommodations.

**COMMENTS**

As discussed in greater detail in the attached report dated August 8, 2022, the proposed zoning regulations have been revised by removing the 'primary dwelling' and 'maximum number of nights per calendar year' provisions. This is due in large

part to feedback from hosts during the public consultation and the relatively few complaints that have been received in relation to the approximately 65 STRs currently operating throughout the City. This suggests that for the most part, STRs are operating in a manner that is respectful of the neighbourhood in which they are located.

Additional zoning provisions have been added to only permit one STR per lot, with some exceptions. A requirement to maintain properties in accordance with the Property Standards By-law has also been added as a licensing condition.

During Council's August 8<sup>th</sup> meeting, the following questions were raised:

1. Can a minimum stay of 2-weeks be required for waterfront properties?

It is recognized that the high turnover of occupants, whether it be on a nightly or weekly basis, is a defining factor of an STR, which can be unsettling for neighbours. It is also recognized that guests are more likely to rent waterfront properties for the primary purpose of spending time at the waterfront property, similar to that of a cottage rental. It is however anticipated that the Municipal licensing process will alleviate some of the problems that have occurred on waterfront properties. Furthermore, requiring a minimum stay of 2 weeks may not necessarily alleviate the issue of 'problem guests', rather such guests could be present for a longer period of time.

2. Can license renewals be required on an annual basis?

Currently, licenses are proposed to be valid for 3 years. This timeline has been designed to ensure that licenses can be processed within the current staff complement. Annual renewals might necessitate the need to hire additional staff to administer.

3. Can property maintenance (Property Standards By-law) be a condition of a license?

Language has been added to the Licensing By-law to specifically note that failure to maintain STR properties in accordance with the Property Standards By-law can result in licensing revocation.

### **Implementation Measures**

1. Licensing Deadline – March 1, 2023

It is recommended that STR hosts be required to apply for a license by March 1, 2023. In discussions with staff from Building Division and Fire Services, it will take some time to conduct the required inspections, especially at the outset. Once an STR license has been obtained, hosts will be required to remit the Municipal Accommodation Tax (MAT) on a monthly basis.

2. Re-inspection Fees

It is noted that where re-inspections, by either Building Division or Fire Services are required to address deficiencies, potential hosts may be required to pay additional inspection fees.

3. Increased Licensing Fee's for late applications.

Late licensing applications will be subject to an additional \$25 fee, for a total license application fee of \$75.

4. Licensing Information Guideline

Staff have developed and will distribute a step-by-step guide to assist hosts in obtaining a license.

**CONSULTATION**

The notice was advertised in the Sault Star on Saturday August 27<sup>th</sup> and emailed to approximately 60 individuals on the STR stakeholders list on Friday August 26<sup>th</sup>. The notice was also posted on the City's website.

**Public Comments**

Up to the drafting of this report, no formal comments have been received as a result of the public notice. A more detailed discussion on comments received as part of the previous public consultation programme can be found in the attached report.

A current host contacted staff to discuss a particular STR which is a duplex where both self-contained units can be rented separately. As owner of the property would this host qualify as a landlord, provide written consent and be permitted to have more than one STR on the lot?

This question highlights a gap in the zoning by-law as currently proposed.

Restricting STRs to one per lot was intended to address the potential for existing and future STRs to construct 'as of right' second units, resulting in two STRs on one lot. New Provincial regulations requiring Municipalities to permit 'third units' and a Council Resolution instructing staff to look at permitting 'fourth units' without the need for a rezoning could increase potential negative impacts, especially on waterfront properties. The overall intent of permitting additional 'matter of right' dwelling units is aimed at increasing the long-term rental supply and the provision of affordable units.

Upon further review it is recognized that the exceptions as currently proposed do not have the effect of limiting STRs. For example, all the units in an apartment building could be marketed exclusively as STRs, so long as the landlord is in agreement or one of the units is owner occupied. In this case, the building could essentially become a hotel in a residential area. Such a conversion could also remove a significant amount of rental units from the long-term supply.

With this in mind, the exceptions that would allow multiple STRs where one unit is owner occupied or landlord consent is granted are recommended to be removed. Staff is not aware of any larger scale apartment units that have been converted to STRs.

Furthermore, to date, concerns have not been raised with any existing multiple STR properties, including those in waterfront areas. Therefore, it is also recommended that existing multiple STRs on one lot be exempt from this requirement. Going forward, only one STR will be permitted per property, with the exception of commercially zoned properties and condominiums, where dwellings or blocks of dwellings technically exist on multiple properties.

Permitting multiple STRs on a commercial property remains appropriate, given that 'Accommodation Services' or hotels are already permitted in all commercial zones.

### **Application Circulation**

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. No comments or concerns were received.

### **FINANCIAL IMPLICATIONS**

Approval of the rezoning application will not result in any incremental increases to the Municipal budget.

Based upon data obtained from AirDNA, collection of a 4% MAT would have resulted in approximately \$22,000 in 2018 and \$41,500 in 2019. It is noted that this is only an estimate.

The proposed application fees for new and renewed licenses (every 3 years) are as follows:

1. Licensing fee, payable to Clerks Department - \$50
2. Late application fee, payable to Clerks Department - \$75 (\$50+\$25)
3. Building Division file review and/or on-site inspection fee - \$60.87 – \$126.27
4. Fire Services file review and on-site inspection fee - \$133.91.

The aforementioned fees include taxes and are subject to updates to the User Fee By-law.

Staff from Clerks, Finance, Building and Fire have indicated that processing license applications can be completed within the existing staff complement.

### **STRATEGIC PLAN / POLICY IMPACT**

Approval of this rezoning application and establishing a licensing by-law to regulate Short Term Rentals is not directly linked to any policies within the Corporate Strategic Plan.

## **RECOMMENDATION**

Resolved that the report of the Director of Planning dated September 19, 2022 concerning A-11-22-Z be received and that Council:

### **A. Amend Zoning By-law 2005-150 in the following manner**

1. That STRs be defined as any accommodation that is available for up to 28 consecutive days.
2. That STRs be permitted in all zones that permit a residential dwelling, more specifically:
  - a. Rural Area Zone (RA)
  - b. Rural Aggregate Extraction Zone (REX)
  - c. Estate Residential Zone (R1)
  - d. Single Detached Residential Zone (R2)
  - e. Low Density Residential Zone (R3)
  - f. Medium Density Residential Zone (R4)
  - g. High Density Residential Zone (R5)
  - h. Traditional Commercial Zone (C1)
  - i. Central Commercial Zone (C2)
  - j. Commercial Transitional Zone (CT2)
  - k. Riverfront Zone (C3)
  - l. General Commercial Zone (C4)
3. That only one self-contained STR is permitted per lot except where the property is within a commercial zone that permits dwelling units, more specifically the following commercial zones:
  - a. Traditional Commercial Zone (C1)
  - b. Central Commercial Zone (C2)
  - c. Commercial Transitional Zone (CT2)
  - d. Riverfront Zone (C3)
  - e. General Commercial Zone (C4).
4. Where on the day of the passing of this By-law, more than one STR existed on one lot; such STRs may continue to lawfully exist.
5. Where multiple units exist within a condominium, written approval from the Condominium Corporation is required.
6. That recreational Vehicles (RVs) and tents cannot be utilized as STRs.
7. That STRs hold a valid license from the City. Hotels and Bed and Breakfasts are excluded from this requirement.

### **B. Proposed Licensing By-law and Requirements**

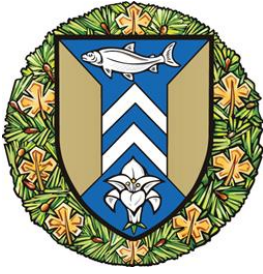
1. Applicants will be required to fill out the application form and pay applicable fees.
2. Licenses will be valid for up to 3 years, upon which, renewals will be required.
3. Licenses are not transferrable.
4. The Applicant will be responsible for obtaining written approvals from the following City Departments:

- a. Building Division – Will conduct a file review and if required, an on-site inspection to ensure applicable Zoning, Property Standards and Ontario Building Code compliance.
  - b. Fire Services – Will conduct an on-site inspection to ensure applicable Ontario Fire Code compliance.
  - c. Finance Division – To confirm that Municipal Accommodation Tax (MAT) return form(s) have been completed.
5. The following licensing guidelines aim to provide additional resources to guests and neighbours so that potential problems can be avoided, and if problems arise, they can be addressed:
  - a. Hosts should clearly post a set of ‘house rules’ for guests, including but not limited to:
    - i. Clear communication of property boundaries and what amenities are available to guests and what amenities are not.
    - ii. Reference to pertinent information in local By-laws, such as the Noise By-law and Animal Care and Control By-law.
    - iii. General information related to being a good neighbour, as per the City’s ‘Be a Good Neighbour Guide’.
    - iv. Rules around refuse disposal.
  - b. Hosts should also provide their contact information, as well as information to contact the STR platform (ie. Airbnb) to immediate neighbours, so that in the event of an issue, neighbours can contact the host and/or the STR platform.
6. Failure to adhere to the aforementioned requirements may result in the refusal or revocation of a STR license.
7. The proposed licensing fees, subject to annual updates to the User Fee By-law are as follows:
  - a. \$50 – licensing fee, payable to Clerks Department.
  - b. \$75 (\$50+\$25) – late licensing fee, payable to Clerks Department.
  - c. \$60.87-\$126.27 – Building Division file review and/or on-site inspection fee, payable to the Building Division.
  - d. \$133.91 – Fire Services file review and on-site inspection fee.Additional fees may be applicable where re-inspections are required to address deficiencies.

The relevant By-laws 2022-177 and 2022-178 are listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Peter Tonazzo, RPP  
Director of Planning  
705.759.2780  
[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)



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

**C O U N C I L   R E P O R T**

August 8, 2022

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

**AUTHOR:** Peter Tonazzo, RPP, Director of Planning

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Short Term Rental Information Report

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**Purpose**

This report:

- Generally describes the results of the public consultation programme.
- Presents revised zoning regulations resulting from the public consultation.
- Asks Council to direct Planning Staff to provide formal public notice of the City's intention to amend Zoning By-law 2005-150 and to pass a licensing By-law, as described.

**Background**

On May 6, 2019 Council passed the following Resolution:

*Whereas short term/transient accommodation rentals have become more and more popular in recent years; and*

*Whereas short term/transient accommodation rentals are operated by owner occupants, tenants, property investors and management companies; and*

*Whereas many communities in North America have taken steps to regulate short term/transient rentals to address housing, nuisance and community issues; and  
Whereas these types of rentals can impact the amenities, character and stability of a neighborhood; and*

*Whereas the City of Sault Ste. Marie currently has no regulations that apply to these types of accommodations;*

*Now Therefore Be It Resolved that City Staff consider best practices developed in other municipalities and report back to Council with recommendations on a framework that permits transient accommodation consistent with and respectful of our residential neighbourhoods.*

On July 12, 2021, Council passed the following Resolution in relation to an information report, which is attached:

*Resolved that the report of the Senior Planner dated July 12, 2021 concerning Short Term Rental Review be received and that staff proceed with public consultation upon the proposed short-term rental accommodation regulations.*

## **Analysis**

The attached report contains a more detailed analysis and discussion of:

- The local STR situation, including number of units available, total number of room nights rented and total revenue generated
- The benefits and concerns related to STRs, which are generally consistent with the feedback received to date.
- A scan of municipal approaches to regulating STRs.

## **Public Consultation**

On December 7 and 8 of 2021, staff held virtual public open houses utilizing the Zoom platform. Ads were placed in the Sault Star, Sootoday, SaultOnline and on the City's website. Notices were also emailed to those on the stakeholder email list.

Public consultation was held on the basis of the following zoning and licensing regulations, which are explained in more detail in the attached report from July 2021, and are briefly outlined below for reference:

1. That STRs be permitted in all zones that permit a residential dwelling.
2. That STRs be defined as any accommodation that is available for up to 28 days.
3. That hotels and bed and breakfasts be exempt from the STR zoning and licensing regulations.
4. Where an STR is located in any residential zone, the STR must be the host's principal dwelling. This requirement is waived for residential units permitted in Commercial Zones (C1, C2, CT2, C3 and C4) which operate as an STR.
5. That STRs located in any residential zone cannot be offered or advertised for more than 180 days per calendar year. This requirement is waived for residential units permitted in Commercial Zones (C1, C2, CT2, C3 and C4) which operate as an STR.
6. That STR hosts hold a valid license from the City.
7. That STR hosts pay the 4% MAT.

The virtual public open houses were attended by approximately 15 individuals (some attended both) and approximately 40 written comments have been received to date. The overwhelming majority of those that attended the consultation events and/or submitted written comments were current STR hosts or those contemplating hosting an STR.

Consultation to date is generally summarized as follows:

1. The overwhelming majority of comments received were not supportive of:
  - a. Requiring STRs to be a host's primary dwelling.
  - b. Not permitting an STR to be offered or advertised for more than 180 days per calendar year.
2. All current and potential hosts that participated in the public consultation programme indicated that they had no issue with obtaining a license and contributing the 4% Municipal Accommodation Tax (MAT).

Airbnb staff who participated in the public consultation did not support the primary dwelling requirement and maximum 180 day cap, but were supportive of licensing and MAT remittance. Airbnb staff also described the various online resources available to municipalities and concerned neighbours. Furthermore, Airbnb staff were generally willing to assist in ensuring hosts utilizing the Airbnb platform were properly licensed and adhering to Municipal regulations.

There are approximately 65 STRs in the Community. To date, Planning Staff has received complaints related to 5 specific STRs,

- Two are located in the shoreline area near the Airport, one being a host's primary dwelling and the other not being owner occupied, however the owners reside at a nearby dwelling.
- One along the shoreline in the east end, which is owner occupied, however it appears the STR is marketed as a Recreational Vehicle parked on the property.
- One in the Millcreek area where there have been a number of party related complaints. Based upon neighbourhood comments, this STR does not appear to be owner occupied.
- Another was marketed in a home that was for sale, located in an east-end neighbourhood. This home appears to have sold and is no longer marketed as an STR. In this case, complaints were related to noise and the use of the property as a 'party house' by one particular guest over a two to three day period.

In the case of the waterfront lots, complaints received related to inadvertent trespass, (utilizing neighbouring amenities, such as docks, decks and water toys) irresponsible pet management, a lack of respect for the neighbourhood and general concerns related to new people constantly coming and going or walking up and down the beach.

#### Proposed Zoning Regulations (Revised)

1. That STRs be permitted in all zones that permit a residential dwelling.
2. That STRs be defined as any accommodation that is available for up to 28 days.
3. That only one self-contained STR is permitted per lot except where:
  - a. The property is zoned commercial.
  - b. One of the units on the property is owner occupied.

- c. Multiple rental units exist on one property, written approval of the landlord is required.
- d. Where multiple units exist within a condominium complex, written approval from the condominium corporation is required.
- 4. Recreational Vehicles and tents cannot be utilized as STRs.
- 5. That STRs hold a valid license from the City. Hotels and bed and breakfasts are excluded from this requirement.

In light of the comments received and a general understanding that the vast majority of local STRs are operating in a responsible manner, the proposed zoning regulations have been revised to remove the requirements that an STR be a host's primary dwelling, as well as the cap of 180 days per calendar year.

During the consultation, hosts indicated that the primary dwelling requirement would eliminate the majority of existing, responsibly operated local STRs.

While it is not to say STRs can be directly compared with long-term rental units, the complaints received are similar in nature. Furthermore, although STRs have been viewed as somewhat commercial in nature, one can also argue that long-term rentals are also operated by property owners on a for-profit basis. Interestingly, there appears to be a trend of newer hotel suites containing small kitchenettes in a manner that would allow them to be utilized as longer term, self-contained dwelling units. In fact, during the pandemic, some hotel rooms were being marketed for longer-term stays similar to that of a rental dwelling unit. Having said all of this, the main difference appears to be the coming and going of multiple guests over short periods, which can be unsettling for neighbours.

Other Municipalities, primarily in the Greater Toronto Area (GTA) have also argued that STRs are exacerbating rental housing and housing affordability issues by removing units from the long-term rental market. Locally, the roughly 65 STRs represent a very small proportion of the approximately 34,000 dwellings in the City.

The revised regulations are proposed on the basis that the vast majority of local STRs are operated responsibly, without impacting the integrity of the surrounding neighbourhood. In light of second dwelling unit provisions, additional regulations are proposed to ensure that multiple STRs do not occupy one property.

#### Proposed Licensing Requirements (Revised)

Licensing is a critical component of the implementation of STR regulations. Without licensing, enforcement and MAT collection would be very difficult. Furthermore, given the Planning Act is not retro-active, licensing is also required to ensure that existing STRs conform to the regulations. Finally, failure to meet license requirements can result in a host losing their license.

Attached is a draft registration form that all STR hosts will need to fill out and submit to the Clerk's Department for a license. Much like other license applications, the onus will be on the applicant to contact various departments for information and approval prior to applying. An official from Building Division, Fire

Services and Finance Division will need to sign off for the application to be deemed complete. More specifically:

1. Building Division – Conduct a file review and potentially an on-site inspection, including applicable fees, to ensure City Zoning By-Law 2005-150 and Ontario Building Code compliance.
2. Fire Services - Conduct an on-site inspection, which will include applicable inspection fees, to ensure Ontario Fire Code compliance.
3. Finance – Confirm that MAT return form(s) have been completed properly.

Staff is proposing that licenses be valid for a period of 3 years, upon which STR hosts will be required to renew their license. Licenses will not be transferrable.

The following licensing guidelines aim to provide additional resources to guests and neighbours so that potential problems can be avoided, and if problems arise, they can be addressed.

1. Hosts should clearly post a set of 'house rules' for guests, which include:
  - a. Clear communication of the property boundaries and what amenities are available to guests and what amenities are not.
  - b. Reference to pertinent information in local by-laws, such as the noise by-law and pet by-law, which requires dogs to be leashed at all times.
  - c. General information related to 'being a good neighbour'.
  - d. Rules around refuse disposal.
2. Hosts should also provide their contact information, as well as information to contact the STR platform to immediate neighbours, so that in the event of an issue, neighbours can contact the host and/or the STR platform.

#### Circumstances where Licenses will not be issued

In addition to facilitating MAT collection, the licensing process is also established for the purpose of ensuring units are safe and that unsafe sleeping areas are not being marketed. Licenses will not be issued until such time that units are Building and Fire Code compliant. Furthermore, where there are open or outstanding permits or where on-site inspections reveal construction without the benefit of a building permit, licenses will not be issued until these matters can be addressed.

#### Circumstances where Existing Licenses can be Revoked

The licensing by-law will contain language granting the City the ability to revoke an existing license in the event that life safety measures are altered or removed, contrary to applicable Codes. One example might be a host marketing their unit to house additional guests in rooms/beds that may be located in a basement without appropriate egress options. Furthermore, there will be general language that speaks to ensuring that STRs do not become a nuisance, however it is noted that nuisance complaints may not necessarily result in a license being revoked. Where multiple complaints are lodged on one particular property, staff will work

with the host so that, to the greatest extent possible, the potential for nuisances can be mitigated

### **Financial Implications**

Accepting this informational report and proceeding with formal public consultation will not result in any incremental costs to the Municipality.

Based upon data obtained from AirDNA, collection of a 4% MAT would have resulted in approximately \$22,000 in 2018 and \$41,500 in 2019.

The proposed application fees for new and renewed licenses are as follows:

1. Licensing fee, payable to Clerks Department - \$50
2. Building Division file review and/or on-site inspection fee - \$59.68 – \$123.79
3. Fire Services file review and on-site inspection fee - \$133.91.

The aforementioned fees include taxes and are subject to annual updates to the User Fee By-law.

Staff from Clerks, Finance, Building and Fire have indicated that processing license applications can be completed within the existing staff compliment.

### **Strategic Plan / Policy Impact**

Accepting this report as information and proceeding with formal public notice to amend the Zoning By-law and pass a Licensing By-law is not directly linked to any specific policies within the Corporate Strategic Plan.

### **SUMMARY**

The revised zoning approach, which proposes to remove the 'primary dwelling' and 'maximum number of nights' requirements is less restrictive in nature than what was previously proposed. This is a direct result of the public consultation and the limited number of complaints or 'problem properties' that have been formally identified to City staff. This suggests that the vast majority of local STRs, which do not appear to be owner occupied, are operated in a responsible manner that respects the integrity of the surrounding neighbourhood.

At this point in time, the proposed approach has been revised to more appropriately balance the level of concerns that have been raised, with the positives that STRs bring to the community. If in the future, there is an increase in problems, the proposed approach can be revisited and additional regulations can be contemplated.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Planning dated August 8, 2022 concerning Short Term Rental Accommodations be received and that staff be directed to provide formal public notice of its intention to amend Zoning By-law

Short Term Rental Information Report

August 8, 2022

Page 7.

2005-150 and establish a new licensing by-law for the purposes of regulating short term rental accommodations, as described in this report.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'P. Tonazzo'.

Peter Tonazzo, RPP

Director of Planning

705.759.2780

[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)

# Short-Term Rental Registration and Renewal



Submit Completed Application Form to the City Clerk

<b>Mail</b> 99 Foster, Sault Ste. Marie ON P6A 5X6	<b>E-Mail</b> n.novello@cityssm.on.ca Licence Coordinator	<b>Questions? Please call</b> 705-759-2684
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A short-term rental (STR) is the rental of all or part of a home for a period of no longer than 28 consecutive days and is typically listed on platforms such as Airbnb, Vrbo, FlipKey. STRs exclude hotels and motels. STRs must comply with all applicable laws.

All registered STR operators will be required to start collecting and remitting the four per cent Municipal Accommodation Tax (MAT) on a quarterly basis. For Information on how to collect and make the MAT payments, please refer to the City of Sault Ste. Marie website at:

<https://saultstemarie.ca/City-Hall/City-Departments/Corporate-Services/Finance/Municipal-Accommodation-Tax.aspx>

Registration renewal by the expiry date is required to permit the continued use of the STR property. It is the STR operator's responsibility to inform the City of any changes to the registration. New registration is required in the event of a change in property ownership.

Short-Term Rental Property Information		
Address of short-term rental (STR) property: <input type="text"/>		<input type="checkbox"/> First time application <input type="checkbox"/> Registration renewal
Housing type of the STR <input type="checkbox"/> House (single/semi-detached) <input type="checkbox"/> Duplex/triplex/fourplex <input type="checkbox"/> Townhouse <input type="checkbox"/> Apartment/condominium <input type="checkbox"/> Accessory building (e.g. coach house) Other <input type="text"/>	Is this property the operator's principal residence? <input type="checkbox"/> Yes <input type="checkbox"/> No  Is the operator a tenant or registered owner of the property? <input type="checkbox"/> Registered owner <input type="checkbox"/> Tenant <i>An authorization form is required from the owner and/or mngmt.</i>	
Consent from condominium corporation or property management received? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		What part of the property will be rented? <input type="checkbox"/> Entire building or unit (e.g. personal bedroom, bathroom, kitchen and entrance) <input type="checkbox"/> Rooms within the building (e.g. personal bedroom, but shared bathroom, kitchen and entrance)  <input type="text"/> Number of bedrooms available for guests to use <input type="text"/> Maximum number of guests allowed in a unit?
STR Operator Information		
First and last name <input type="text"/>	Telephone <input type="text"/>	Email <input type="text"/>
Driver's Licence or Ontario Photo Card number <input type="text"/>		
Emergency contact name <input type="text"/>	Telephone <input type="text"/>	Email <input type="text"/>

The emergency contact must be available 24/7, and willing to act on your behalf should a concern arise and you are not available.

## Community Safety Requirements - Self Declaration

Smoke alarms are installed on all levels of the dwelling, outside all sleeping areas, between the sleeping area and the remainder of the home, and are maintained in operating condition in accordance with the manufacturer's instructions.

☐ Yes ☐ No

If the dwelling has a fuel burning appliance, fireplace and/or is connected to a garage, please confirm that the dwelling has carbon monoxide alarms installed adjacent to each sleeping area, and are maintained in operating condition in accordance with the manufacturer's instructions.

☐ Yes  
☐ No  
☐ Not Applicable

The STR Code of Conduct must be provided to all guests.  
*A copy of this document can be found on page 3.*

☐ Yes

I \_\_\_\_\_ certify that the information contained in this application and other attached documentation is true to the best of my knowledge.

I \_\_\_\_\_ shall defend, indemnify and save harmless the Corporation of Sault Ste. Marie, its officers, Council members, partners, agenda and employees from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury and to damage to or destruction of tangible property including loss of revenue or incurred expense arising directly or indirectly from the use, management, and operation of the STR property as set out in this Short Term Rental Registration and Renewal application.

Signature of applicant: \_\_\_\_\_

Date: \_\_\_\_\_

## Agency Approval and Sign-Off

Applicants must contact the relevant City departments for information and approval prior to submitting this application form. An official from each department must sign off in this section for the City Clerk to deem this application complete. **Application fee must be collected prior to Agency Approval.**

### Building Division

building@cityssm.on.ca - 705-759-5410

Property has passed the file review and/or on-site inspection (whichever is deemed necessary).

Official's Name

Official's Signature

Date of Signature

### Fire Services

fire@cityssm.on.ca - 705-949-3333

Property has passed on-site inspection.

Official's Name

Official's Signature

Date of Signature

### Finance Department

MAT@cityssm.on.ca - 705-759-5278

MAT form(s) have been submitted and deemed complete.

Official's Name

Official's Signature

Date of Signature

### Documents to Include With Registration/Renewal Form

- ☐ If the applicant is a tenant, a letter of authorization from property owner is required.
- ☐ If the STR unit is within a building of other units, or where owners jointly share common areas such as pools, garages, elevators, outside hallways and gyms, then authorization from the condo board or property manager is required.
- ☐ A photocopy of the operator's driver's licence or Ontario photo card.
- ☐ Confirmation of Approval from City departments (if submitting for final authorization).
- ☐ Copy of the certificate of insurance in the amount of no less than \$5 million. City must be added as additional insured.
- ☐ Waiver and release form.
- ☐ Proof of residency affidavit.

### Office Use Only

Assessment roll number (ARN)

Registration number

Zoning by-law

Date of approval(dd/mm/yy)

Application decision

☐

Approved

☐

Declined

Expiry date (dd/mm/yy)

Payment received

☐

Yes

☐

No

# Welcome

# Biindigen

# Bienvenue

# #THESOO #WELCOMETOSSM

Located at the heart of the continent and the center of the Great Lakes, Sault Ste. Marie has been a traditional gathering place for hundreds of years. We invite you to discover why our region has been a destination for so long and for so many.

We pride ourselves in hosting and accommodating visitors in our community and have established a code of conduct for the purpose of optimizing your experience.

Please keep in mind the following:

- Be considerate of your neighbours - please no excessive noise or disturbances at any time.
- Clean up after your pet on all private and public properties.
- Park vehicles in a designated parking spot.
- Conserve energy and minimize water consumption.
- Recycle waste.
- Fireworks are not permitted.
- As your hosts, we encourage you to reach out to us at any time so we can help make your visit the best it can be.



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

## NOTICE OF APPLICATION & PUBLIC MEETING

### Zoning By-law Amendment and New Licensing By-law to Regulate Short Term Rental Accommodations

**Application No.: A-11-22-Z**  
**Applicant: City of Sault Ste. Marie**

**Date: September 19, 2022**  
**Time: 5:30 PM**

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

#### PURPOSE

The Applicant, The Corporation of the City of Sault Ste. Marie is proposing to amend the Zoning By-law to regulate Short Term Rentals (STRs) often referred to as 'Airbnbs'. Furthermore, pursuant to Sections 8-11 inclusive and Section 151 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the City proposes to pass a new Licensing By-law to require Short Term Rental Operators to hold a valid business license from the City of Sault Ste. Marie and to establish licencing guidelines and fees.

#### PROPOSED CHANGES

##### **A. Proposed Amendments to Zoning By-law 2005-150**

1. That STRs be defined as any accommodation that is available for up to 28 days.
2. That STRs be permitted in all zones that permit a residential dwelling, more specifically:
  - a. Rural Area Zone (RA)
  - b. Rural Aggregate Extraction Zone (REX)
  - c. Estate Residential Zone (R1)
  - d. Single Detached Residential Zone (R2)
  - e. Low Density Residential Zone (R3)
  - f. Medium Density Residential Zone (R4)
  - g. High Density Residential Zone (R5)
  - h. Traditional Commercial Zone (C1)
  - i. Central Commercial Zone (C2)
  - j. Commercial Transitional Zone (CT2)
  - k. Riverfront Zone (C3)
  - l. General Commercial Zone (C4)
3. That only one self-contained STR is permitted per lot except where:
  - a. The property is within a commercial zone that permits dwelling units, more specifically the following commercial zones:
    - i. Traditional Commercial Zone (C1)
    - ii. Central Commercial Zone (C2)
    - iii. Commercial Transitional Zone (CT2)
    - iv. Riverfront Zone (C3)
    - v. General Commercial Zone (C4)
  - b. One of the units on the property is owner occupied.
  - c. Where multiple units exist on one property, written approval of the landlord is required.
  - d. Where multiple units exist within a condominium complex, written approval from the Condominium Corporation is required.
4. That recreational Vehicles (RVs) and tents cannot be utilized as STRs.
5. That STRs hold a valid license from the City. Hotels and Bed and Breakfasts are excluded from this requirement.

The proposed Zoning By-law amendments are textual in nature and apply to various zones and properties throughout the community.

#### HAVE YOUR SAY

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

**TAKE NOTICE THAT** the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, September 19, 2022 at 5:30 p.m. to consider a proposed amendment to Zoning By-Law No. 2005-150 under Section 34 of The Planning Act, Chap. P.13, R.S.O.1990, as amended. This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>.

Any person wishing to present at the public meeting may do so in person or electronically. Electronic participants must contact the City Clerk at [cityclerk@cityssm.on.ca](mailto:cityclerk@cityssm.on.ca) or 705-759-5388 to register as a presenter. Any written submissions received in advance of the meeting will be included with Council's Agenda. Registered presenters will be provided with instructions as to how to join the meeting in advance.

**MORE INFORMATION**

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, September 16, 2022 as part of City Council's Agenda. Please contact Peter Tonazzo at 705.759.2780 or [p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca) to request a digital copy. Please refer to the application file number.

**WRITTEN SUBMISSION**

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Peter Tonazzo, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to [p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca) with your name, address and application file number on or before **Monday, September 19, 2022**.

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

**LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL**

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

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

**B. Proposed Licensing By-law and Requirements**

1. Applicants will be required to fill out the application form and pay applicable fees.
2. Licenses will be valid for up to 3 years, upon which, renewals will be required.
3. Licenses are not transferrable.
4. The Applicant will be responsible for obtaining written approvals from the following City Departments:
  - a. Building Division – Will conduct a file review and if required, an on-site inspection to ensure applicable Zoning, Property Standards and Ontario Building Code compliance.
  - b. Fire Services – Will conduct an on-site inspection to ensure applicable Ontario Fire Code compliance.
  - c. Finance Division – To confirm that Municipal Accommodation Tax (MAT) return form(s) have been completed.
5. The following licensing guidelines aim to provide additional resources to guests and neighbours so that potential problems can be avoided, and if problems arise, they can be addressed:
  - a. Hosts should clearly post a set of 'house rules' for guests, including but not limited to:
    - i. Clear communication of property boundaries and what amenities are available to guests and what amenities are not.
    - ii. Reference to pertinent information in local By-laws, such as the Noise By-law and Animal Care and Control By-law.
    - iii. General information related to being a good neighbour, as per the City's 'Be a Good Neighbour Guide'.
    - iv. Rules around refuse disposal.
  - b. Hosts should also provide their contact information, as well as information to contact the STR platform (ie. Airbnb) to immediate neighbours, so that in the event of an issue, neighbours can contact the host and/or the STR platform.
6. Failure to adhere to the aforementioned requirements may result in the refusal or revocation of a STR license.
7. The proposed licensing fees, subject to annual updates to the User Fee By-law are as follows:
  - a. \$50 – licensing fee, payable to Clerks Department.
  - b. \$59.68-\$123.79 – Building Division file review and/or on-site inspection fee, payable to the Building Division.
  - c. \$133.91 – Fire Services file review and on-site inspection fee

**HAVE YOUR SAY**

Input on the proposed new Licencing By-law is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.

**TAKE NOTICE THAT** the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, September 19, 2022 at 5:30 p.m. to consider a new Licencing By-law pursuant to Sections 8-11 inclusive and Section 151 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended. This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>.

Any person wishing to present at the public meeting may do so in person or electronically. Electronic participants must contact the City Clerk at [cityclerk@cityssm.on.ca](mailto:cityclerk@cityssm.on.ca) or 705-759-5388 to register as a presenter. Any written submissions received in advance of the meeting will be included with Council's Agenda. Registered presenters will be provided with instructions as to how to join the meeting in advance.

**MORE INFORMATION**

The report of the Planning Division and proposed Licencing By-law will be available on Friday, September 16, 2022 as part of City Council's Agenda. Please contact Peter Tonazzo at 705.759.2780 or [p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca) to request a digital copy or for any questions related to the proposed Licencing By-law.

**WRITTEN SUBMISSION**

To provide input in writing, please submit a letter to Peter Tonazzo, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to [p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca) with your name, address and application file number on or before **Monday, September 19, 2022**.



# STR Presentation: A Responsible Hosts' Perspective

By Joe Provencher

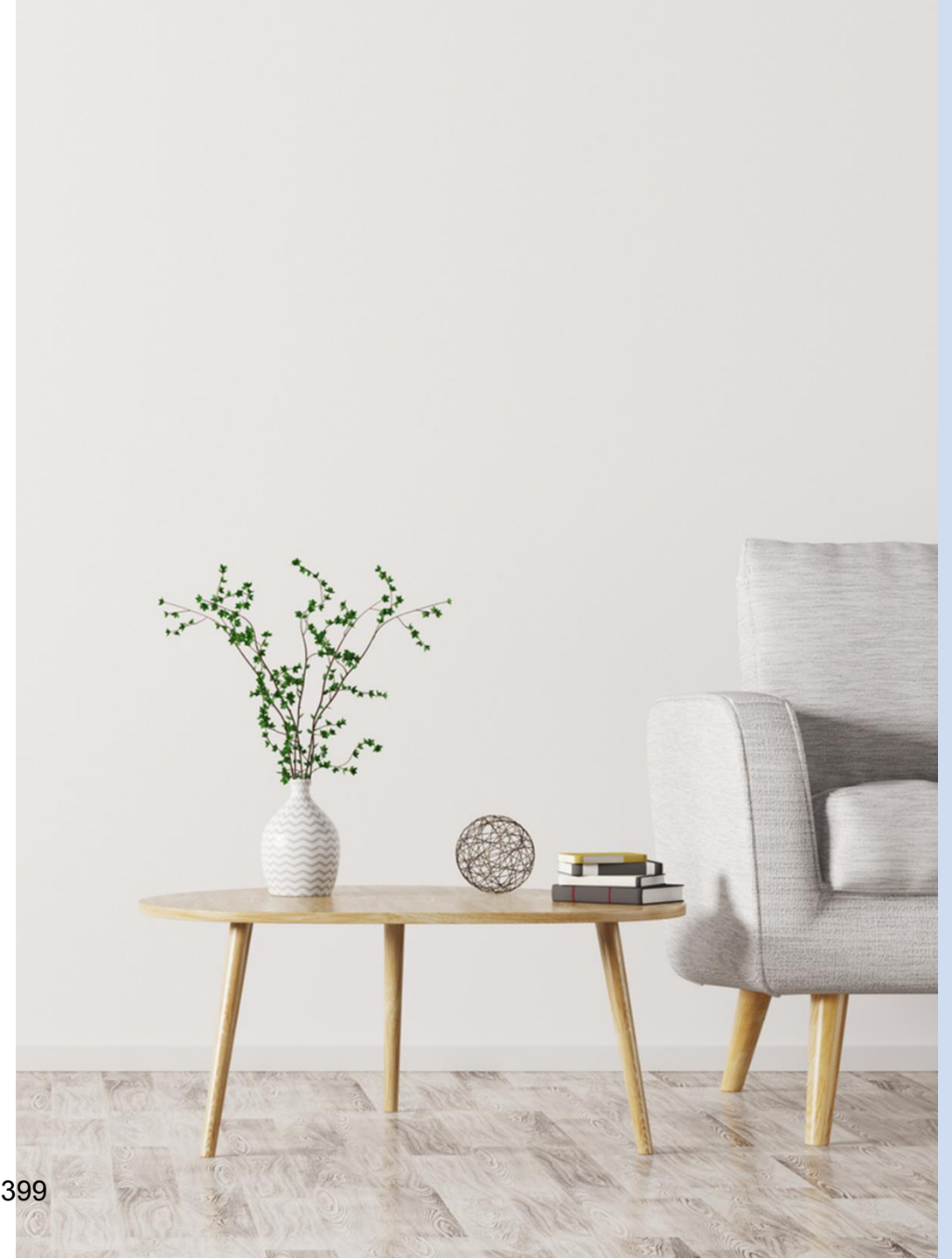


# Introduction

- STR owner since 2016
- Superhost Status
- 1,111 reviews
- Born & raised in SSM
- Currently work full-time as an electrician & have a young family

# Benefits of STR's for SSM's community

- Offers unique accommodations
- Beneficial for the tourism industry
- Many guests solely use Airbnb
- STR's offer accommodations for large families
  - E.g., I've hosted families with 2 adults and 5+ children. Families who want accommodations with their extended family under the same roof.
- Students often rent out their space in the summer months for income



# Appeal to Younger Travelers

“Millennials, the largest living generation, are the most frequent users of Airbnb and are 23 percent more likely to travel than their older counterparts.”

<https://lendedu.com/blog/airbnb-hotels-millennials/>

60% percent of millennials use home-share services like Airbnb

<https://www.stratosjets.com/blog/airbnb-statistics/>

## Why?

- Unique Experiences
- Budget Friendly
- Personal Customer Service <https://cleancio.com/millennials-airbnb/>



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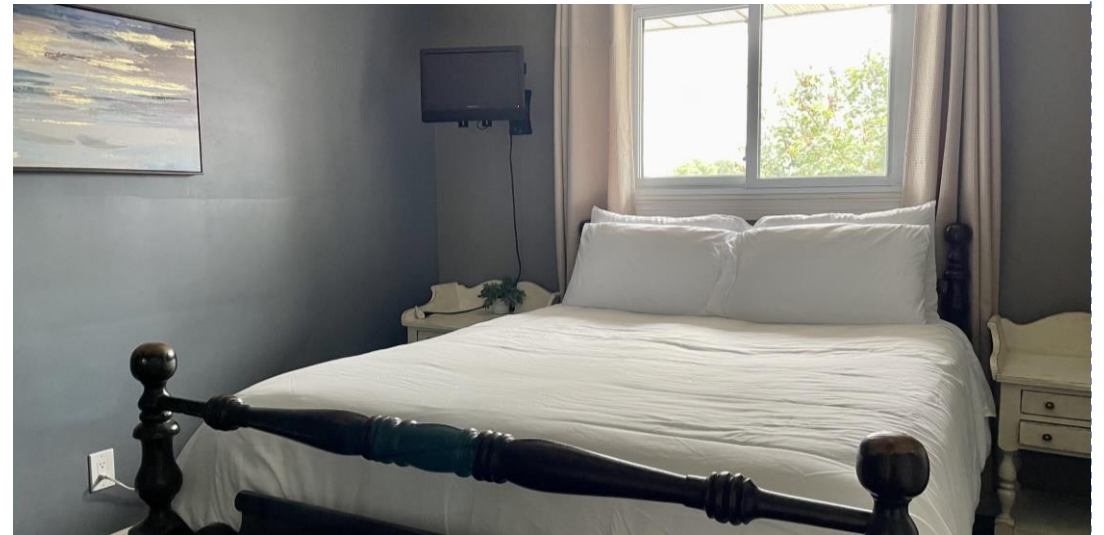
# Pandemic Response

From our my personal experience, guests have voiced preference for STR's within residential properties to protect their health:

- Guests can rent an entire home with no strangers on the premise
- Keypad entry with no interaction with host
- Enhanced cleaning protocols



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# STR's are run by Young Families/Millennials

- Not only are STR's often rented by younger generations, they are also owned by younger generations.
- In my social circle alone, 5 of my millennial peers own an STR.
  - All 5 are young families with elementary school aged children.
- Owners of STR's in SSM are primarily young, growing families, who are trying to earn additional income to support their family.



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# Tourism & Other Northern Communities' Response to STR's

- SSM would be the first and only Northern Ontario district to regulate STR's (Sudbury, Timmins, Thunder Bay and North Bay do not regulate STRs)
- From our understanding, Kenora Rainy River's City Council explored regulating STR's, but has not, due to the positive impact on their tourism industry

# Many of us are responsible hosts who have been playing by the rules..

- Vast majority of hosts we've spoken to in Algoma have never had a noise complaint
- Some hosts, such as myself, have been willingly paying the MAT tax, even without enforced regulations
- Hosts we've spoken to have well-cared for properties that meet building codes/fire codes
- Hosts we've spoken to are willing to make adjustments to their property to meet property standards, building codes, fire codes

# Harsh/unjustified regulations hurt citizens who have invested..

- Renovations
- Furniture (e.g., beds, tables, chairs, side tables, lamps)
- Electronics (e.g., T.V., alarm systems, security systems)
- Kitchen and bathroom items (e.g., plates, bowls, utensils, microwave, toaster, mixers, hair dryer)
- Other expenses for guest experience (e.g., BBQ, outdoor dining set, patio furniture)

# Zoning/Licensing Bi-law to Regulate STR Accommodations

## Previous version ☹️

- Directly copied GTA's licensing bi-laws with little regard for differences within Northern Ontario Communities.
- Unjustified & unfair regulations that hotels/bed and breakfasts are not subjected to, including night cap.
- Primary residence regulations and night caps would shut down locals who have invested.

## Amendment 😊

- Fair regulations that do not discriminate against those who invested in non-primary residence.
- Increase safety of guests through requiring building/fire code compliance.
- Could discourage careless/irresponsible hosts from entering the STR market.

# What SSM can do better? Ideas...

**Instead of targeting locals who have invested in STR's, place focus on out-of-town investors driving up housing costs**



**Invest in affordable housing projects**

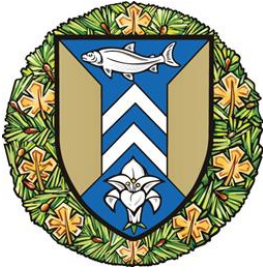
# Summary

- STRs benefit SSM's tourism industry by providing unique accommodations (e.g., large family units)
- Some tourists prefer STR's and solely use AirBnb
- STRs are largely run by younger generations
- The new amendment to proposed regulation is reasonable, fair to all STR owners, and will increase guest safety



Thank You  
Joe Provencher





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

**C O U N C I L   R E P O R T**

September 19, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Rachel Tyczinski, City Clerk  
DEPARTMENT: Corporate Services  
RE: Compliance Audit Committee 2022–2026

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**Purpose**

The purpose of this report is to appoint members of a Compliance Audit Committee under the *Municipal Elections Act*.

**Background**

The mandate of the committee is:

- To consider any compliance audit applications submitted by electors in the 2022 municipal election within 30 days of their receipt and decide whether they should be granted or rejected;
- If an application is granted, to appoint an auditor to conduct the compliance audit of the subject candidate's election campaign finances;
- To review the auditor's report within 10 days of receipt and decide whether legal proceedings should be commenced; and
- To determine, if the auditor's report indicates that there were no apparent contraventions and if there appears there were no reasonable grounds for the application, to recover the costs of the audit from the applicant.

The following persons are not eligible to serve on the committee: members of Council or the school boards, City or board employees, and candidates running for office in the 2022 municipal election. In addition, members selected for the Compliance Audit Committee shall agree in writing that they will not work for or provide advice to any candidate in the 2022 municipal election.

**Analysis**

An advertisement inviting applications for the Compliance Audit Committee was published and the deadline subsequently extended. The Board and Committee Nominating Task Force reviewed the applications received and recommends appointment of the following persons: Donna Irving, Mary Pascuzzi, Ron Rody, Sean Sparling, Peter Vaudry.

**Financial Implications**

Where the Compliance Audit Committee grants an application for review of campaign finances, the municipality is responsible for paying the cost of

performing the audit; however, these costs may be recovered from the applicant where no reasonable grounds for the application are found.

**Strategic Plan / Policy Impact**

Appointment of a Compliance Audit Committee is not an activity included in the corporate Strategic Plan.

**Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2022-166 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Rachel Tyczinski  
City Clerk  
705.759.5391  
[r.tyczinski@cityssm.on.ca](mailto:r.tyczinski@cityssm.on.ca)

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2022-156

**DELEGATION TO THE CHIEF ADMINISTRATIVE OFFICER ("CAO"):** A by-law to authorize the Chief Administrative Officer to execute and bind the Corporation to Agreements which will have monetary amounts that are greater than the current delegated authority of \$125,000, specifically which pertain to Municipal Engineers Association (MEA) Agreements to facilitate the \$200,000.00 Council approved for engineering work related to the 2023 Capital Roads Projects. The delegation would allow the CAO to execute and bind the Corporation to the MEA Agreements between the City and Kresin Engineering for engineering services for the Blake Avenue road reconstruction; Tulloch for engineering services for the Wemyss Street road reconstruction; and Aecom Canada for engineering services for the Biggings Avenue road reconstruction. The CAO would execute these MEA Agreements after they have been reviewed by the Legal and Finance Departments.

**WHEREAS** Section 23.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, allows for City Council to delegate Council's powers under the Municipal Act, 2001 to officers and employees of the City;

**NOW THEREFORE THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended, **ENACTS** as follows:

### 1. **EXECUTION OF DOCUMENT**

The powers delegated to the Chief Administrative Officer include the power to execute MEA Agreements between the City and Kresin Engineering for engineering services for the Blake Avenue road reconstruction; Tulloch for engineering services for the Wemyss Street road reconstruction; and Aecom Canada for engineering services for the Biggings Avenue road reconstruction, each subject to the following conditions to be added to the respective MEA Agreements for each reconstruction:

- (a) that the resulting MEA Agreements initiate the funding approved 2022 work of \$200,000.00 total to be allocated between the three vendors as determined by City Public Works & Engineering; and
- (b) that the balance of the work shall commence and only be payable by the City if and at such time that funding is approved within the 2023 Capital Budget as required by City Public Works & Engineering.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 20th day of September, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2022-160

**AGREEMENT**: A by-law to authorize the execution of the Assignment Agreement between the City and 882206 Ontario Inc. and JaytEQ Pro Shop operating as “John Rhodes Pro Shop” to assign the original Lease Agreement for the portion of the John Rhodes Centre Pro Shop from 882206 Ontario Inc. to JaytEQ Pro Shop operating as “John Rhodes Pro Shop”.

**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 Assignment Agreement dated September 20, 2022 between the City and 882206 Ontario Inc. and JaytEQ Pro Shop operating as “John Rhodes Pro Shop”, a copy of which is attached as Schedule “A” hereto. This Assignment Agreement is to assign the original Lease Agreement for the portion of the John Rhodes Centre Pro Shop from 882206 Ontario Inc. to JaytEQ Pro Shop operating as “John Rhodes Pro Shop”.

### 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 20<sup>th</sup> day of September, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

## **SCHEDULE "A"**

### **ASSIGNMENT AGREEMENT**

THIS **ASSIGNMENT AGREEMENT** ("Assignment Agreement") made effective as of September 20, 2022 (the "Effective Date")

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(the "Landlord")

OF THE FIRST PART

-and-

**882206 Ontario Inc.**  
(the "Assignor")

OF THE SECOND PART

-and-

**JaytEQ Pro Shop (operating as "John Rhodes Pro Shop")**  
(the "Assignee")

OF THE THIRD PART

**WHEREAS** the Landlord and the Assignor entered into an original Lease Agreement on March 1, 2000 regarding the demised premises consisting of a Pro Shop comprising a portion of the John Rhodes Centre as shown as Schedule "A" to that original Lease Agreement, being 680 square feet of leaseable area;

**AND WHEREAS** the original Agreement was authorized by By-law 2000-53 passed by the Landlord on March 6, 2000, for a lease term of five (5) years commencing on March 1, 2000 and expiring on February 28, 2005 (the "Original Agreement");

**AND WHEREAS** the Landlord and Assignor entered into a new Lease Agreement authorized by By-law 2005-16 which was passed by the Landlord on February 7, 2005 for a lease term of five (5) years, commencing on March 1, 2005 and expiring on February 28, 2010, with the option of three (3) further renewal terms of five (5) years each (the "2005 Agreement");

**AND WHEREAS** the Assignor exercised its first of three (3) renewal options for renewal of the Lease which was formalized by way of Lease Agreement authorized by By-law 2010-47, passed by Council on February 22, 2010 (the "2010 Agreement"). The recitals to this 2010 Agreement incorrectly noted that the Assignor has exercised its second of three (3) renewal options when in fact the Assignor had only exercised one (1) of its three (3) renewal options;

**AND WHEREAS** the Assignor exercised its second of three (3) renewal options for renewal of the Lease which was formalized by way of Lease Agreement authorized by By-law 2015-37 passed by Council February 9, 2015 (the "2015 Agreement");

**AND WHEREAS** the Assignor exercised its third and final renewal option for the Lease Agreement which was formalized by way of Lease Agreement authorized by By-law 2020-6, the final term ending on February 28, 2025 (the "2020 Agreement");

**AND WHEREAS** pursuant to Section 4 (a)(vi) of the 2020 Agreement the Assignor is not to assign or sublet this lease without the permission of the Landlord and the Landlord will not unreasonably withhold that permission;

**AND WHEREAS** the Assignor desires to assign this Lease to JaytEQ Pro Shop operating as "John Rhodes Pro Shop";

**AND WHEREAS** the Landlord consents to the assignment on the terms and conditions set out herein;

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

### **ARTICLE 1 ASSIGNMENT**

1. The Assignor hereby assigns, transfers, conveys and makes over absolutely to the Assignee as and from the Effective Date being September 20, 2022, all of the Assignor's right, title and interest in and to and all benefits of the Assignor under the 2020 Agreement, a copy of which is appended as Schedule "A" hereto. The Assignor's responsibilities under the 2020 Agreement shall cease immediately at the Effective Date and the Assignor shall remain responsible only for those responsibilities, rights, interests and obligations arising prior to the Effective Date. Any responsibilities, rights, interests and obligations that arise as of the Effective Date and thereafter shall remain the responsibility of the Assignee.

### **ARTICLE 2 ASSUMPTION OF OBLIGATIONS**

2. The Assignee hereby accepts the assignment herein provided and covenants and agrees with the Assignor and the Landlord to assume as of the Effective Date, and thereupon and thereafter to be bound by and observe, carry out, discharge, perform and fulfill all the obligations and liabilities on the part of the Assignor under the 2020 Agreement to the same extent and with the same force and effect as though the Assignee had been named a party to the 2020 Agreement as of the Effective Date in the place and stead of the Assignor. The Assignee shall not be responsible for any matters arising prior to the Effective Date and those responsibilities, rights interest and obligations shall remain the responsibility of the Assignor and Landlord.

### **ARTICLE 3 LANDLORD CONSENT**

3. The Landlord, by its execution hereof, hereby consents to the assignment herein provided and accepts the Assignee as party to the 2020 Agreement and does hereby covenant and agree that the Assignee shall be entitled from and after the Effective Date, to hold and enforce all the rights and privileges of the Assignor under the 2020 Agreement as if Assignee had been originally named as a party to the 2020 Agreement, and from and after the Effective Date, the 2020 Agreement shall continue in full force and effect with the Assignee substituted as a party thereto in the place and stead of the Assignor. Nothing herein contained shall be construed as a release of the Assignor from any obligations or

liability under the 2020 Agreement, which obligations or liability accrued prior to the Effective Date.

#### **ARTICLE 4 ADDRESS FOR NOTICES AND FURTHER ASSURANCES**

- 4.1 The address and contact information for notices under the 2020 Agreement shall be:  
The Corporation of the City of Sault Ste. Marie  
Attention: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel  
99 Foster Drive, 4<sup>th</sup> Floor  
Legal Department  
Sault Ste. Marie ON P6A 5N1  
[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)
- JaytEQ Pro Shop  
Operating as John Rhodes Pro Shop  
1260 Elizabeth Street  
Sault Ste. Marie, Ontario P6A 6J3  
[jaythomas21@hotmail.com](mailto:jaythomas21@hotmail.com)
- 4.2. The parties shall, from time to time, do all such acts and things and execute and deliver all such transfers, assignments and instruments as may be reasonably required for more effectively and completely vesting in the Assignee the 2020 Agreement and otherwise carrying out the intent of this Assignment Agreement.

#### **ARTICLE 5 BINDING NATURE**

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

#### **ARTICLE 6 GOVERNING LAW**

6. This Assignment Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.


ARTICLE 7  
COUNTERPARTS

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

IN WITNESS WHEREOF the parties have executed this agreement effective as of the Effective Date.

JAYTEQ PRO SHOP O/A JOHN RHODES  
PRO SHOP

Per:

  
Name: Jay Thomas  
Title:

882206 ONTARIO INC.

Per:

  
Name: Steve Spina - Frank Spina  
Title: Director

THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE

Per:

Name: Christian Provenzano  
Title: Mayor

Per:

Name: Madison Zuppa  
Title: Deputy City Clerk

Schedule "A"

This Agreement made this 6<sup>th</sup> day of January, 2020

**IN PURSUANCE OF** the Short Forms of Leases Act, R.S.O. 1990, c. S.11.

**B ETWEEN:**                    **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
hereinafter called the "Landlord"

-and-

**882206 ONTARIO INC.**  
hereinafter called the "Tenant"

**WHEREAS** the Landlord and the Tenant entered into an original Lease Agreement on March 1, 2000 regarding the demised premises;

**AND WHEREAS** the original Agreement was authorized by By-law 2000-53 passed by the Landlord on March 6, 2000, for a lease term of five (5) years commencing on March 1, 2000 and expiring on February 28, 2005;

**AND WHEREAS** the Landlord and Tenant entered into a new Lease Agreement authorized by By-law 2005-16 which was passed by the Landlord on February 7, 2005 for a lease term of five (5) years, commencing on March 1, 2005 and expiring on February 28, 2010, with the option of three (3) further renewal terms of five (5) years each,

**AND WHEREAS** the Tenant exercised its first of three (3) renewal options for renewal of the Lease which was formalized by way of Lease Agreement authorized by By-law 2010-47, passed by Council on February 22, 2010. The recitals to this Lease Agreement incorrectly noted that the Tenant has exercised its second of three (3) renewal options when in fact the Tenant had only exercised one (1) of its three (3) renewal options;

**AND WHEREAS** the Tenant exercised its second of three (3) renewal options for renewal of the Lease which was formalized by way of Lease Agreement authorized by By-law 2015-37 passed by Council February 9, 2015;

**AND WHEREAS** the Tenant has by this Lease Agreement now exercised its third and final renewal option for this Lease Agreement;

**NOW THEREFORE IN CONSIDERATION** of the sum of \$2.00 and other valuable consideration now paid by each party to the other, the parties agree as follows:

**IN CONSIDERATION** of the sum of \$2.00 and other valuable consideration now paid by each party to the other, the parties agree as follows:

1. In this lease:

- a) "Demised Area" shall mean a pro shop comprising a portion of the John Rhodes Centre and shown on Schedule "A" consisting of 680 square feet of leaseable area.
- b) "Gross Revenue" means all sales, receipts and receivables of the Tenant and any licensee, concessionaire, sub-Tenant or other person from all business conducted at, in, upon or from the Demised Area and without limiting the generality of the foregoing, includes:

- (i) The entire amount of the sales price whether for cash, credit or otherwise, of all sales of goods, wares and merchandise and charges for services (including amounts received for equipment rentals) made or performed at, in, upon or from Demised Area.
- (ii) Amounts received or receivable in respect of orders taken or received at the Demised Area (although such orders may be filled elsewhere).
- (iii) Amounts received or receivable in respect of orders made or performed pursuant to mail, telephone, or other similar orders received at the Demised Area.
- (iv) Gross receipts from public telephones and from coin operated or other vending devices at, in or about the Demised Area.
- (v) Gross receipts or receivables which the Tenant or any licensee, concessionaire, sub-Tenant or other person carrying on business at, in, upon or from the Demised Area would in the normal course of its business and in accordance with generally accepted accounting practice attribute thereto.

No deduction shall be made for uncollected accounts and each sale or service made or performed on credit, or cash and credit shall be treated as a sale or service made or performed for the price charged in the month during which it was made or performed, irrespective of when payment is made.

"Gross Revenue" shall not include:

- (i) Cash or credit refunds to customers or transactions otherwise included in Gross Revenue.
- (ii) Any money collected and paid out for any federal, provincial or municipal taxes which the Tenant is required to collect as a direct and separate tax from its customers and which are not included in the retail sales price of the merchandise sold
- (iii) The exchange or transfer of merchandise between the stores of the Tenant where such exchange or transfer of merchandise is made solely for the convenient operation of the business of the Tenant and not for the purpose of consummating a sale at, in, from or upon the Demised Area or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Demised Area.

- c) "Manager" shall mean the Landlord's Manager of Community Centres.

2. The Landlord hereby demises and leases the Demised Area to the Tenant for a term of five (5) years commencing February 29, 2020, and expiring February 28, 2025, on the terms and conditions set out in this lease with rent payable on the 10<sup>th</sup> day of each month during the term.
3.
  - a) The Tenant shall pay the Landlord rent consisting of:
    - i) an annual base rent as set out in Schedule "B" and for the purpose of this lease, the gross leasable area is agreed by the parties to be 680 square feet, plus
    - ii) a percentage rent as set out in Schedule "B" of the Tenant's gross revenue for each year of the lease.
  - b) The percentage rent shall become due and be paid quarterly as Additional Rent not later than fifteen (15) days after the last day of each quarter of each lease year based upon the gross revenue of the Tenant during such quarter of each lease year based upon the gross revenue of the Tenant during such quarter as shown by the monthly statements submitted by the Tenant as required under this lease.
  - c) On or before the fifteenth (15<sup>th</sup>) day after each month of the term of this lease and on or before the fifteenth (15<sup>th</sup>) day after the termination date of this lease the Tenant shall provide to the Landlord a statement in writing signed and verified by the Tenant and setting forth the amount of the Tenant's gross revenue for the proceeding month.
  - d) In addition to the payment of rent set out above, the Tenant shall be responsible for paying:
    - i) its own cleaning costs.
    - ii) any property taxes that may arise as a result of the Tenant's occupancy and use of the Demised Area, which can be billed monthly to the Tenant by the Landlord.
    - iii) any goods and services tax payable as a result of the Tenant's occupancy and use of the Demised Area and any provincial sales tax.
    - iv) common area costs, shared on a pro rata basis for utility costs, cleaning costs, snow removal costs, and security, at the rate of Fifty-One (\$51.00) Dollars per month.
  - e) The Tenant shall keep or cause to be kept on the Demised Area or in such other location as the Landlord may approve in writing, full, true and accurate records in reasonable form and detail approved by the Landlord of all business at the Demised Area from which the gross revenue may be accurately determined and to which the Landlord and its employees and agents or any auditor or auditors appointed by it shall have access at any and all times during business hours of the Tenant for the purpose of examination or audit.

4.

a) The Tenant covenants with the Landlord:

- (i) to pay rent;
- (ii) to pay all charges (including penalties and interest) for water, electricity and other utilities supplied to the Demised Area, directly to the supplier thereof in each case;
- (iii) not to make changes in the Demised Area except in accordance with plans therefor which have been submitted to, and approved by, the Manager, such approval not be unreasonably withheld and to make any such changes expeditiously in a good and workerlike manner (including property clean-up) to the satisfaction of the Manager;
- (iv) to keep the Demised Area in a clean and well ordered condition and not to permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate therein, all to the satisfaction of the Manager;
- (v) to use the Demised Area only for the purposes of a pro shop. For the purposes of this lease a pro shop shall be defined to mean the sale and servicing of sports products and shall include skate sharpening and repair. The pro shop shall not be allowed to sell food or drink products.
- (vi) not to assign or sublet this lease without the permission of the Landlord and the Landlord will not unreasonably withhold that permission.
- (vii) not to erect any signs on the Demised Area without the written consent of the Manager;
- (viii) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in clause (v) and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;
- (ix) to take at its own expense all measures necessary to ensure to the Manager's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;
- (x) not to store inflammable or explosive substances on the Demised Area;
- (xi) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Area, including the obtaining of all necessary permits and licences and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;

- (xii) upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Manager's satisfaction, and
  - (xiii) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 30 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefor reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.
- b) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term.
- 5. The Tenant shall operate seven days per week. The Tenant's hours of operation shall be from Monday to Friday, 2:00 p.m. to 10:00 p.m. and on Saturday and Sunday from 8:00 a.m. to 8:00 p.m., unless otherwise agreed to in writing by the Manager of Community Centres.
- 6. The Tenant covenants that the entrance and exit to the Demised Area shall be:
  - a) in the case of the exterior entrance being from the north side of the main arena entrance; and
  - b) in the case of the interior entrance being in the corridor adjoining the pool only and the Tenant shall cause proper signs in this regard to be erected.
- 7.
  - a) If the Tenant or any assignee or sub-Tenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the Bankruptcy Act and Insolvency Act, R.S.C. 1985, c. B-3, or if the leasehold interest created by this indenture is at any time seized or taken in execution or in attachment, or if the Tenant or any corporate assignee or sub-Tenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Area becomes abandoned, then, at the option of the Landlord, the lease shall cease, the Term shall be at an end, the rent for the then next ensuing three months shall immediately become due and payable and the Landlord may re-enter and take possession.
  - b) Notwithstanding any present or future Act of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be estopped from setting up any such exemption in any proceedings between the parties.
  - c) This indenture makes provision for re-entry by the Landlord on nonpayment of rent or non-performance of covenants.

8.

- a) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, awards, losses, costs, (including legal costs on a substantial indemnity basis) charges, damages, actions, suits and other proceedings whatsoever (including those under or in connection with the Workplace Safety and Insurance Act, 1997, S. O. 1997, c. 16, Sch. A, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with the Demised Area covered under this Agreement or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence.
- b) The Tenant shall, at all times during the currency of this Term and any renewal thereof, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation thereof, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:
  - i. insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request, and
  - ii. a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licensed to conduct business in Ontario.
  - iii. The Landlord shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the Landlord. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Landlord's Risk Manager, shall be provided to the Landlord prior to the commencement of the Term.
  - iv. Every policy or policies of insurance maintained shall provide cross-liability coverage and waiver of subrogation and the Landlord may require the Tenant to supply evidence thereof from time to time.
- c) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, awards, losses, costs (including legal costs on a substantial indemnity basis), charges, damages, actions, suits and other proceedings under the Construction Lien Act, R. S. O. 1990, c. C.30, in

connection with any work done for the Tenant at or on the Demised Area and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in any event within 30 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.

- d) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.
- e) The provisions of this clause 8 will continue to apply, notwithstanding cessation of the tenancy created by this indenture, throughout the period(s) during which activities take place pursuant to paragraphs (xii) and (xiii) of clause 4(a) of the lease.

9. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly Tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this lease.

10.

- a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed.

in the case of notice to the Landlord to:

Manager of Community Arenas  
Community Services Department  
P.O. Box 580  
Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Tenant to:

882206 Ontario Inc.  
260 Elizabeth Street  
Sault Ste. Marie, Ontario P6A 6J3

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4<sup>th</sup> business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1<sup>st</sup> day next following the dating of faxing.

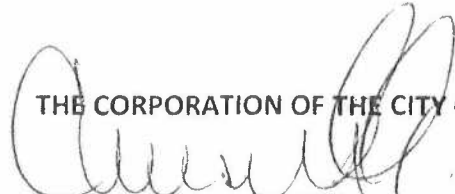
- b) The authority of the Manager shall not be deemed to be exhausted by any individual exercise thereof and in the matters for which he or she is responsible under this indenture, the Manager shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this lease.
- 11.
- a) All sums, for rent or otherwise, payable to the Landlord under this lease shall bear interest commencing the first day next following the failing due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.
  - b) The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.
- 12.
- a) The Landlord covenants that it shall install systems capable of heating, ventilating and air conditioning the Demised Area, other leasable premises in the John Rhodes Centre and the common facilities and administrative areas of the John Rhodes Centre to reasonable temperatures for the reasonable use thereof, as determined by the Landlord.
  - b) In the event of any breakdown in the heating, ventilating or air conditioning systems, the Landlord shall not be liable to the Tenant for indirect or consequential damages or damages for personal discomfort or illness.
- 13.
- The Landlord or any employee or agent of the Landlord shall have the right during business hours of the Tenant or at any time during any emergency as determined by the Landlord, to enter the Demised Area for any of the following purposes:
- a) to examine the state of maintenance, repair and decoration of the Demised Area and the equipment and fixtures therein;
  - b) to install and maintain pipes, conduits, wire and ducts in the Demised Area to serve the Demised Area or other premises, or both;
  - c) to show the Demised Area to prospective purchasers, lessees, encumbrances or assignees.
- 14.
- a) No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this lease at any time or times shall affect the Landlord's remedies or rights with respect of any subsequent (even if by way of continuation) default, breach or non-observance.

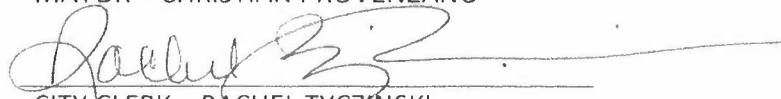
- b) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
- c) Any written waiver by the Landlord shall have effect only in accordance with its express terms.
- d) All rights and remedies of the Landlord under this lease shall be cumulative and not alternative.

15.

- a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this lease to the other with respect to any obligation under this lease which has accrued up to the date of such termination but not been properly satisfied or discharged.
- b) The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease other than as set out in this lease which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.
- c) The provisions of this lease shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

  
THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
MAYOR – CHRISTIAN PROVENZANO

  
CITY CLERK – RACHEL TYCZINSKI

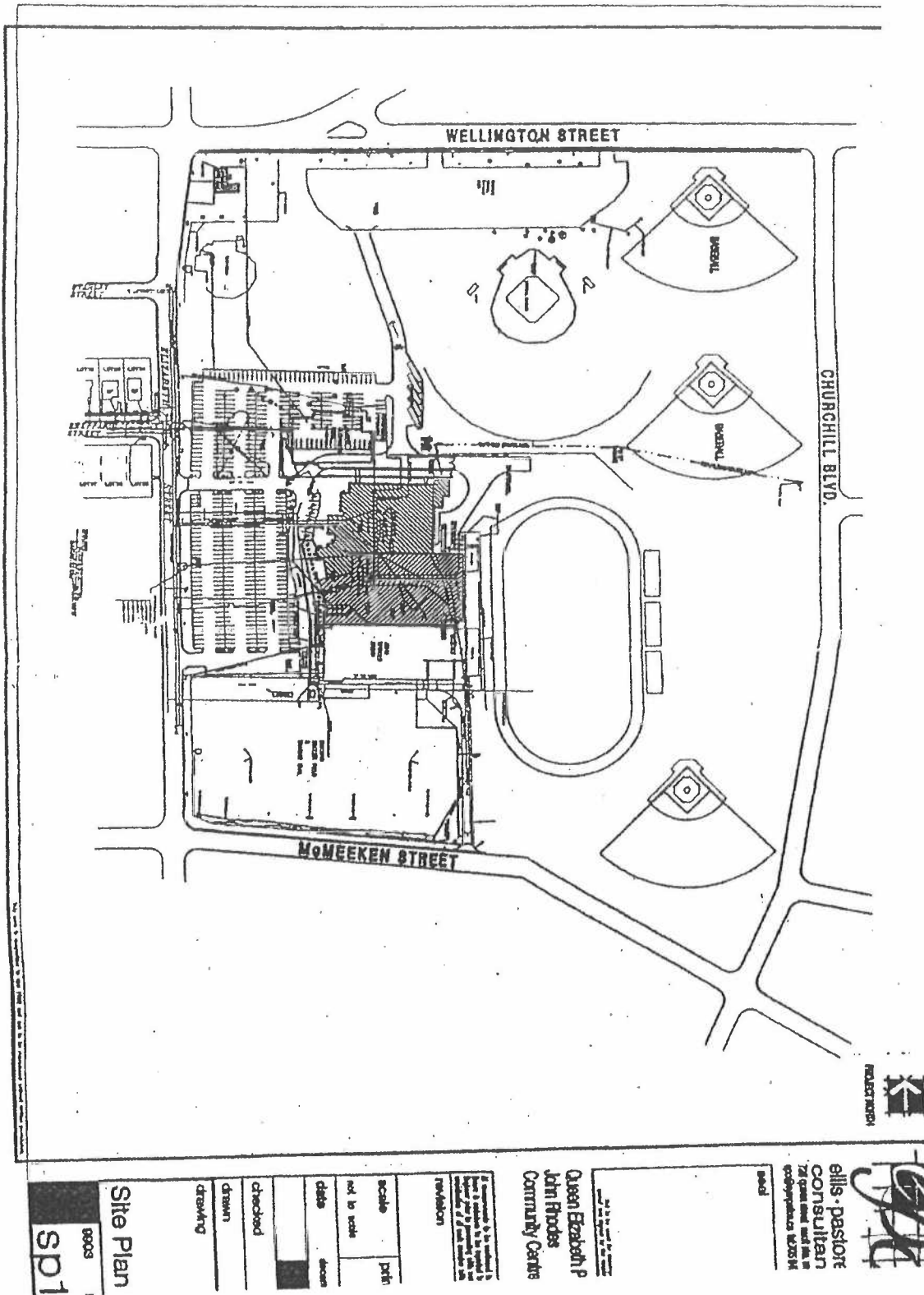
882206 ONTARIO INC.

  
PRESIDENT – STEVE SPINA  
I have the authority to bind the corporation

APPROVED BY  
CITY OF SAULT STE. MARIE

BY-LAW# 5721-16

# Schedule A



**Attached to and forming part of a Lease Between  
The Corporation of the City of Sault Ste. Marie, Landlord  
and  
882206 Ontario Inc., Tenant**

**Schedule "B"**

**John Rhodes Community Centre  
Pro Shop — Financial Agreement**

**Item #1 – Base Rent Per Year**

Year 1	Year 2	Year 3	Year 4	Year 5
\$8.67 per sq. ft.	\$8.67 per sq. ft.	\$8.67 per sq. ft.	\$8.67 per sq. ft.	\$8.67 per sq. ft.
\$5,895.50	\$5,895.50	\$5,895.50	\$5,895.50	\$5,895.50

The rental rate for May, June, July and August will be reduced by \$5.00 per square foot. This reflects a reduction in the use of the facility. This is calculated in the above annual rental figure.

**Item #2 – Percentage Rent** - this calculated on 7% of sales over the amount listed below for each year

Year 1	Year 2	Year 3	Year 4	Year 5
\$ 129,524	\$ 129,524	\$ 129,524	\$ 129,524	\$ 129,524

**Item #3 – Utility Costs, Common Areas costs, Cable TV – charge \$51.00 per month**

**Items #4 –** Proponent is also responsible for cleaning costs of Pro Shop, property taxes (this can be invoiced monthly if requested), common area costs, insurance and liability coverage of \$2 Million, letter of credit for \$5,000, applicable G.S.T. or H.S.T.

**Item #5 –** In the third and fourth year of the Term the City will review the cost per square foot to determine if the rent should be increased in a range of \$0.00 to \$2.00 per square foot.

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

**BY-LAW NO. 2022-161**

**STREET ASSUMPTIONS:** A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

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

1. **STREETS ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets or parts of streets more particularly described in Schedule "A" attached to this by-law.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

**PASSED** in open Council this 20<sup>th</sup> day of September, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

## **SCHEDULE "A" TO BY-LAW 2022-161**

### **1. DiTOMMASO COURT**

PART PIN 31509-0010 (LT)  
PCL 501 SEC 1M492; BLK 5 PL 1M492 TARENTORUS; SAULT STE.  
MARIE

31509-0021 (LT)  
PCL 9-1 SEC 1M515; BLK 9 PL 1M515 TARENTOUS; SAULT STE. MARIE

### **2. FIFTH LINE**

PART PIN 31509-0010 (LT)  
PCL 5-1 SEC 1M492; BLK 6 PL 1M492 TARENTORUS; SAULT STE.  
MARIE

### **3. CATHCART STREET**

PIN 31579-0068 (LT)  
PT BLK 1 STEWART SURVEY OF KORAH BLOCKS KORAH; PT 1  
1R11059; SAULT STE. MARIE; DISTRICT OF ALGOMA

### **4. THIRD LINE WEST**

PIN 31601-0113 (LT)  
PT SEC 20 KORAH AS IN J12708; SAULT STE. MARIE

### **5. BLACK ROAD**

PIN 31505-0157 (LT) PART LOT 24 RCP H735 TARENTORUS; PART 1  
1R13780; CITY OF SAULT STE. MARIE

### **6. CRESTWOOD AVENUE**

PIN 31496-0390 (LT)  
CRESTWOOD AVENUE, PLAN 1M590; CITY OF SAULT STE. MARIE

PIN 31496-0387 (LT)  
BLOCK 22, PLAN 1M590; CITY OF SAULT STE. MARIE

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

**BY-LAW 2022-164**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Brookfield Power Wind Prince LLP to provide winter maintenance to a portion of Maki Road north of Allard Lake.

**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 September 19, 2022 between the City and Brookfield Power Wind Prince LLP, a copy of which is attached as Schedule "A" hereto. This Agreement is for winter maintenance of Maki Road north of Allard Lake.

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 20<sup>th</sup> day of September, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

This Road Maintenance Agreement (this "Agreement") made the 19<sup>th</sup> day of September, 2022.

**BETWEEN**

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

(the "City")

- and -

**BROOKFIELD POWER WIND PRINCE LP**

("Brookfield")

**WHEREAS** Brookfield owns and operates a wind energy project immediately north of the City's northern boundary;

**AND WHEREAS** Brookfield accesses the said site via the municipal road known as Maki Road north of Allard Lake;

**AND WHEREAS** a portion of Maki Road north of Allard Lake is a gravel two-lane seasonal road;

**AND WHEREAS** the said portion of Maki Road receives summer maintenance only by the City;

**AND WHEREAS** Brookfield has agreed to pay to the City the approximate annual cost of providing winter maintenance for the Winter Season as defined in this Agreement;

**AND WHEREAS** Brookfield Power Wind Prince LP entered into previous agreements for the maintenance of the road dated as of January 29, 2007 and January 15, 2017;

**AND WHEREAS** the previous agreements expired on January 14, 2022 and the City and Brookfield desire to continue the past commitments on the terms and conditions set out herein;

**NOW THEREFORE** the parties hereto agrees as follows:

**1. TERM AND EXTENDED TERM**

- (a) This Agreement shall be for a term of five years commencing November 1, 2022 expiring on May 1, 2027 (the "Term").
- (b) Each Winter Season in the Term shall consist of the time commencing November 1 and ending May 1 each year in the Term or Extended Term as the case may be.

- (c) The Term shall automatically extend on a year to year basis (the “Extended Term”) unless either party has provided written notice to the other party of its desire to terminate this Agreement, specifically being August 1<sup>st</sup> of each year of the Term or Extended Term as the case may be.

## 2. **MAINTENANCE**

- (a) The City hereby agrees to provide year round maintenance to the portion of Maki Road north of Allard Lake to the northern City boundary.
- (b) The City shall provide to that portion of the road its standard level of maintenance given to similar municipal roads.
- (c) Winter maintenance activities shall include patrolling, plowing, sanding, snow ditching, and related work as required.

## 3. **COSTING**

- (a) Brookfield agrees to pay to the City the lump sum amount of \$19,900.00 annually on January 31<sup>st</sup> of each year in the Term and Extended Term, commencing January 31, 2023, which amount represents the approximate cost of winter snow maintenance for each Winter Season (the “Maintenance Fee”).
- (b) Commencing the second year of the Term and each year thereafter in the Term and Extended Term as the case may be, Brookfield acknowledges and agrees that the Maintenance Fee shall be subject to a price increase to be calculated by the City, which price increase, if any, is not to exceed the CPI, all items (Ontario) for the previous 12 months (October).

(Reference: Statistics Canada. . Table 18-10-0004-13 Consumer Price Index by product group, monthly, percentage change, not seasonally adjusted, Canada, provinces, Whitehorse, Yellowknife and Iqaluit)

The City shall calculate the Maintenance Fee payable and Brookfield shall pay the amount so calculated by the City by January 31 of each year in the Term and Extended Term.

## 5. **NOTICES**

Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be given:

**CITY**

SUSAN HAMILTON-BEACH  
Director, Public Works

Public Works and Engineering Services  
 The Corporation of the  
 City of Sault Ste. Marie  
 128 Sackville Road  
 Sault Ste. Marie ON P6B 4T6  
[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)

**BROOKFIELD**

Kevin Healey  
 Senior Manager, Operations  
 400 Allen Side Road  
 Sault Ste. Marie ON P6A 5K8  
[Kevin.Healey@evolugen.com](mailto:Kevin.Healey@evolugen.com)

6. **BINDING EFFECT**

The parties hereto agree that every covenant, provision and agreement herein shall ensure to the benefit of and be binding upon the parties hereto, and their executors, administrators and permitted assigns, that all covenants herein shall be construed as being joint and several, and that, when the contest so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neutral, as the case may be, were expressed.

7. **ASSIGNMENT OF AGREEMENT**

The parties hereto covenant and agree that this Agreement shall not be assigned without the consent of the City.

8. **TERMINATION OF AGREEMENT**

The City may terminate this agreement upon providing Brookfield with at least ninety (90) days' written notice. The termination of the Term by expiry or otherwise shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.

9. **ENTIRE AGREEMENT**

The parties hereto acknowledge that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement which constitutes the entire agreement between the parties.

10. **GOVERNING LAW**

This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of Ontario, Canada

**IN WITNESS WHEREOF** the parties have executed this Agreement effective the date first stated above.

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

\_\_\_\_\_  
Mayor – Christian Provenzano

\_\_\_\_\_  
Deputy City Clerk – Madison Zuppa

We have the authority to bind the Corporation.

BROOKFIELD POWER WIND PRINCE LP  
Per:

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

I/We have authority to bind the Corporation.

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2022-165

**TRAFFIC**: A by-law to amend Schedules “B”, “F”, “H”, “J”, “M”, and “W” and to add Schedule “BB” to Traffic By-law 77-200.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

### 1. **SCHEDULE “B” OF BY-LAW 77-200 AMENDED**

Schedule “B” of By-law 77-200 is amended as follows:

Change:

- all rates from various rates to \$1.45 per hour; and
- all maximum parking periods from various to 2 hours.

### 2. **SCHEDULE “F” OF BY-LAW 77-200 AMENDED**

Schedule “F” of By-law 77-200 is amended by adding the following:

<b>Intersection</b>	<b>Direction of Traffic</b>	<b>Stop Street</b>
“Bloor Street West and Patrick Street	westerly	Bloor Street West
Ficmar Dive and Chatfield Drive	westerly	Ficmar Drive
Ficmar Drive and Old Goulais Bay Road	easterly	Ficmar Drive
White Pine Court and Fourth Line East	southerly	White Pine Court”

### 3. **SCHEDULE “H” OF BY-LAW 77-200 AMENDED**

Schedule “H” of By-law 77-200 is amended by adding the following:

<b>Intersection</b>	<b>Direction of Traffic</b>	<b>Yield Street</b>
“Crestwood Avenue	westerly	Crestwood Avenue

and Simon Avenue

Lamvil Court and Sunset Drive	southerly	Lamvil Court
Sunset Court and Anderson Road	northerly	Sunset Court
Sunset Drive and Leigh's Bay Road	westerly	Sunset Drive
Wilderness Court and Whitepine Court	easterly	Wilderness Court"

4. **SECTION "J" OF BY-LAW 77-200 AMENDED**

Section "J" of By-law 77-200 is amended by deleting the following:

Street	Between	Times & Days	Traffic Direction
"Bloor Street	Patrick Street & Adelaide Street	any time	Eastbound"

5. **SECTION "M" OF BY-LAW 77-200 AMENDED**

Section "M" of By-law 77-200 is amended by deleting the following:

Street	From	To
"Allen's Side Rd	Base Line	Third Line W."

Section "M" of By-law 77-200 is amended by adding the following:

Street	From	To
"Allen's Side Road	Base Line	220m north of Avery Road"

6. **SECTION "W" OF BY-LAW 77-200 AMENDED**

Section "W" of By-law 77-200 is amended by deleting the following:

Street	Side	From	To
"Estelle Street	north	70m east of Estelle	99m east of Estelle Street

		Street	
Glen Avenue	south	west limit of driveway to Sister Mary Clare School	a distance of 15 m from previous point
White Oak Drive	south	east limit of St. Ann's School	a point 58 m west of east limit of St. Ann's School"

**7. SCHEDULE "BB" OF BY-LAW 77-200 ADDED**

Schedule "BB" Pedestrian Crossovers is added to By-law 77-200:

Street	Location
"Queen Street East	west side of Churchill Boulevard
St. George's Avenue East	100 m west of McNabb Street
Bay Street	west side of Spring Street
Bay Street	at intersection of Bay and Pim Streets
Wellington Street West	east side of Beverley Street"

**8. TEXT PART 1 – DEFINITIONS AND INTERPRETATION OF BY-LAW 77-200 AMENDED**

TEXT PART 1 – Definitions and Interpretation is amended by inserting the following:

**"20A. PEDESTRIAN CROSSOVER**

means any portion of a roadway distinctly indicated for pedestrian crossing by signs on the highway and lines or other markings on the surface of the roadway as prescribed by the regulation."

**9. TEXT PART IX – PEDESTRIANS RIGHTS AND LIABILITIES**

TEXT PART IX – Pedestrians Rights & Liabilities is amended by inserting the following:

**"50A. PEDESTRIAN CROSSOVERS**

The Corporation shall erect approved signage and pavement markings at locations set out in Schedule "BB" of this by-law."

**10. EFFECTIVE DATE**

This by-law is effective on the day of its final passing.

**PASSED** in open Council this 20<sup>th</sup> day of September, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2022-166

**ELECTIONS**: A by-law to appoint members of a Compliance Audit Committee under the *Municipal Elections Act*.

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

1. **APPOINTMENTS TO THE COMPLIANCE AUDIT COMMITTEE**

- (a) The following persons are hereby appointed to the Compliance Audit Committee for the 2022 municipal election:

Donna Irving  
Mary Pascuzzi  
Ron Rody  
Sean Sparling.  
Peter Vaudry.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 20<sup>th</sup> day of September, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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

**BY-LAW NO. 2022-167**

**PROPERTY SALE:** A by-law to authorize the sale of surplus property being a portion of civic 903 Base Line, legally described in Part PIN 31613-0365 (LT) to Enbridge Gas Distribution

**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 Enbridge Gas Distribution or as otherwise directed 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 20<sup>th</sup> day of September, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

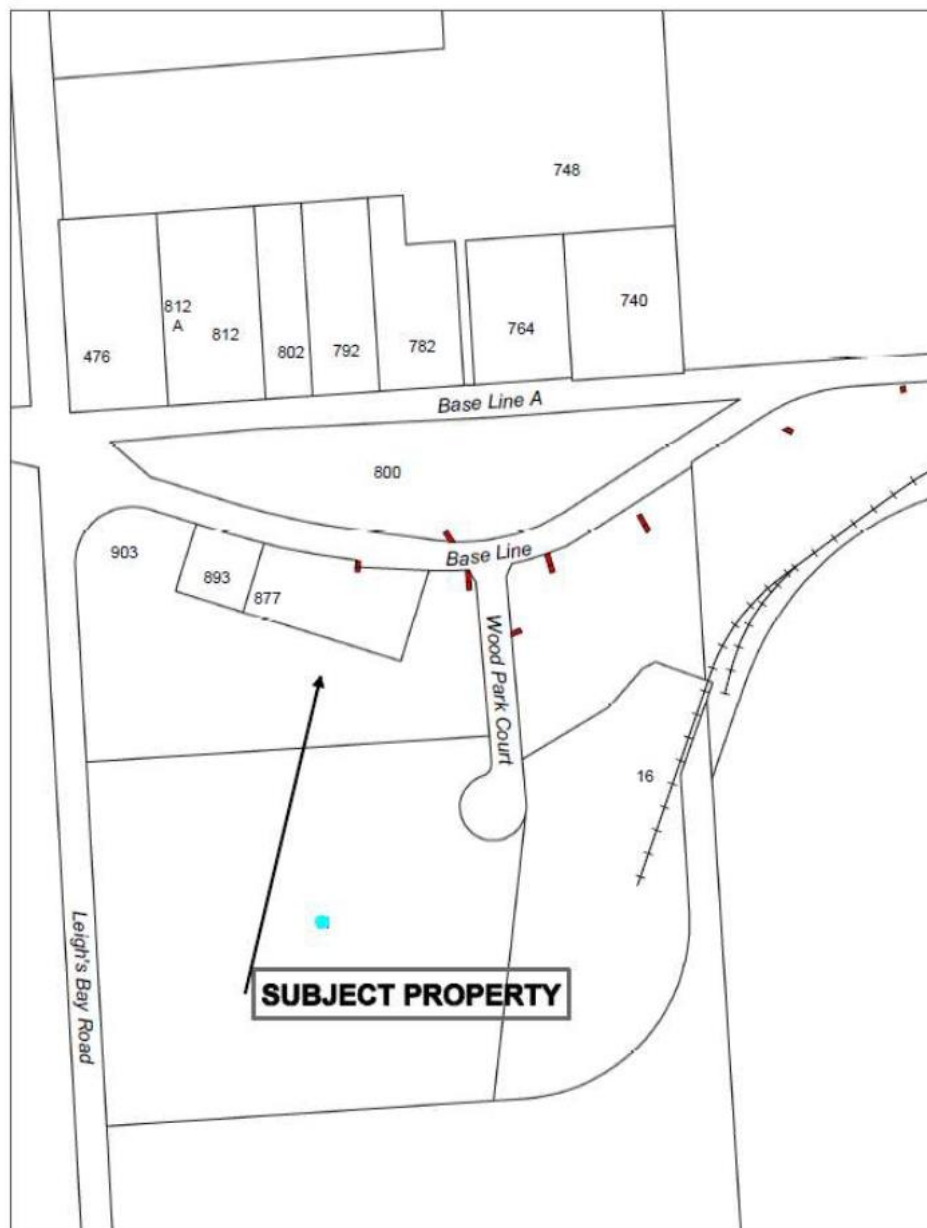
**SCHEDULE "A" TO BY-LAW 2022-167**

PURCHASER: ENBRIDGE GAS DISTRIBUTION

ADDRESS: PART 903 BASE LINE  
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PART PIN: 31613-0365 (LT)  
PART OF SECTION 4 AWENGEE; CITY OF SAULT  
STE. MARIE

CONSIDERATION: FORTY-FOUR THOUSAND FIVE HUNDRED  
(\$44,500.00) DOLLARS



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

**BY-LAW 2022-168**

**PARKING:** A by-law to repeal various by-laws that amend the repealed Parking By-law 81-367 of the City of Sault Ste. Marie.

**WHEREAS** on February 25, 2008 City Council passed By-law 2008-26 which repealed Parking By-law 81-367;

**AND WHEREAS** any by-law that was passed by City Council whose purpose was to amend the aforementioned repealed by-law no longer serves any purpose;

**NOW THEREFORE THE COUNCIL** of The Corporation of the City of Sault Ste. Marie pursuant to Section 151 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **BY-LAWS AMENDING PARKING BY-LAW 81-367 REPEALED**

By-laws 94-122, 94-047, 90-051 and 89-209 are hereby repealed.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 20<sup>th</sup> day of September, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

da LEGAL\STAFF\COUNCIL\BY-LAWS\2022\2022-168 HOUSEKEEPING - PARKING.DOCX

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2022-169

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 207 Dacey Road (Tulloch Engineering representing Daniel Fremlin Building Group Ltd.).

**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. **207 DACEY ROAD; LOCATED 55M NORTHWEST FROM THE INTERSECTION OF DACEY ROAD AND HARDWOOD STREET; CHANGE FROM R2 TO R3.S**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 33/1-36 of Schedule “A” to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R3.S (Low Density 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(425) and heading as follows:

**“2(425) 207 Dacey Road**

Despite the provisions of By-law 2005-150, the zone designation on the lands located 55m northwest from the intersection of Dacey Road and Hardwood Street and having civic no. 207 Dacey Road and outlined and marked “Subject Property” on the map attached as Schedule 425 hereto is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception” to, in addition to those uses permitted in an R3 zone:

1. Permit more than one permitted use on the property.”

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 20<sup>th</sup> day of September, 2022.

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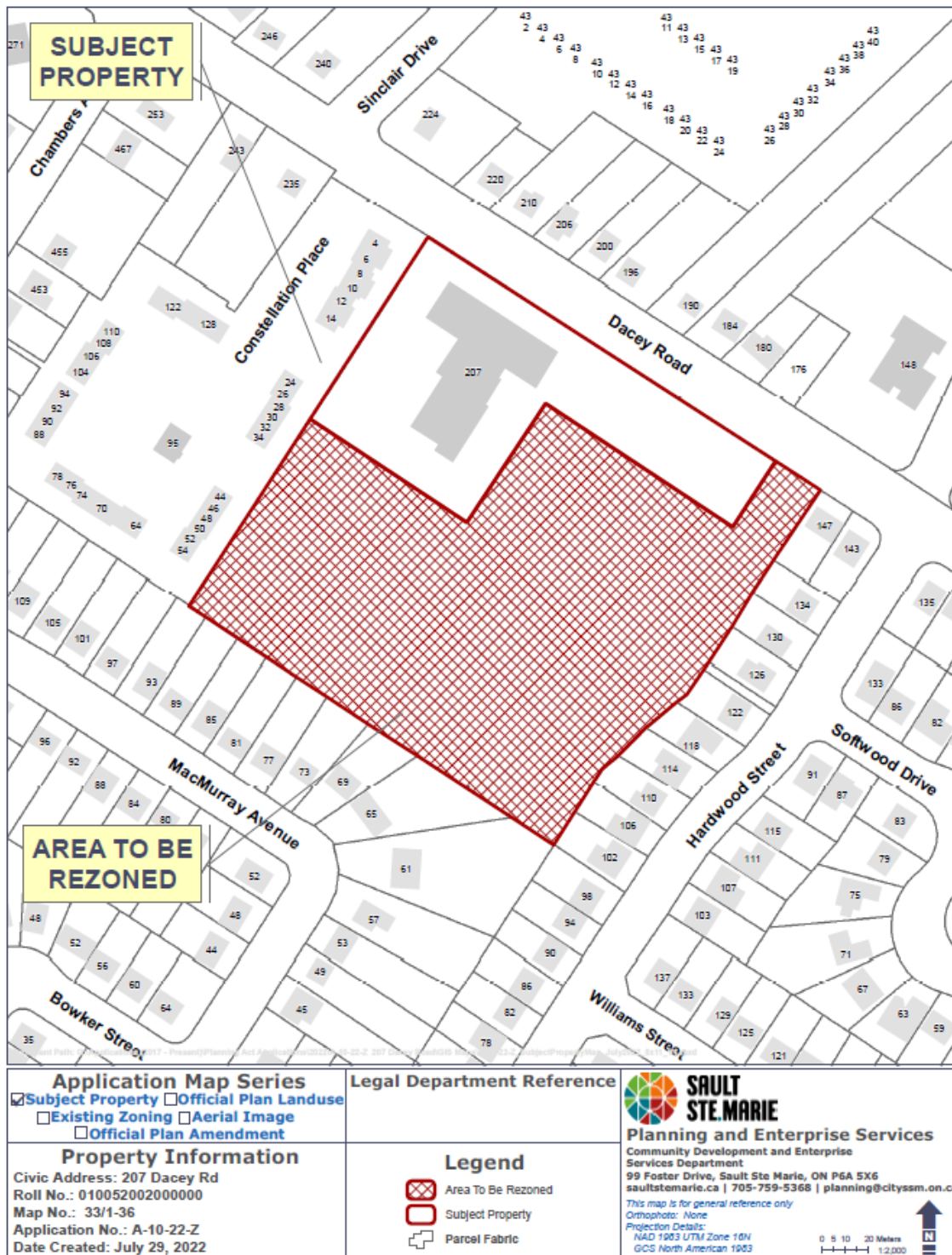
**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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SCHEDULE "A" TO BY-LAW 2022-169 AND  
SCHEDULE 425 TO BY-LAW 2005-151



# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2022-170

**DEVELOPMENT CONTROL:** A by-law to designate the lands located at 207 Dacey Road an area of site plan control (Tulloch Engineering representing Daniel Fremlin Building Group Ltd.).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule “A” attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council’s powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule “A” to this by-law.

3. **SCHEDULE “A”**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

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

PASSED in open Council this 20<sup>th</sup> day of September, 2022.

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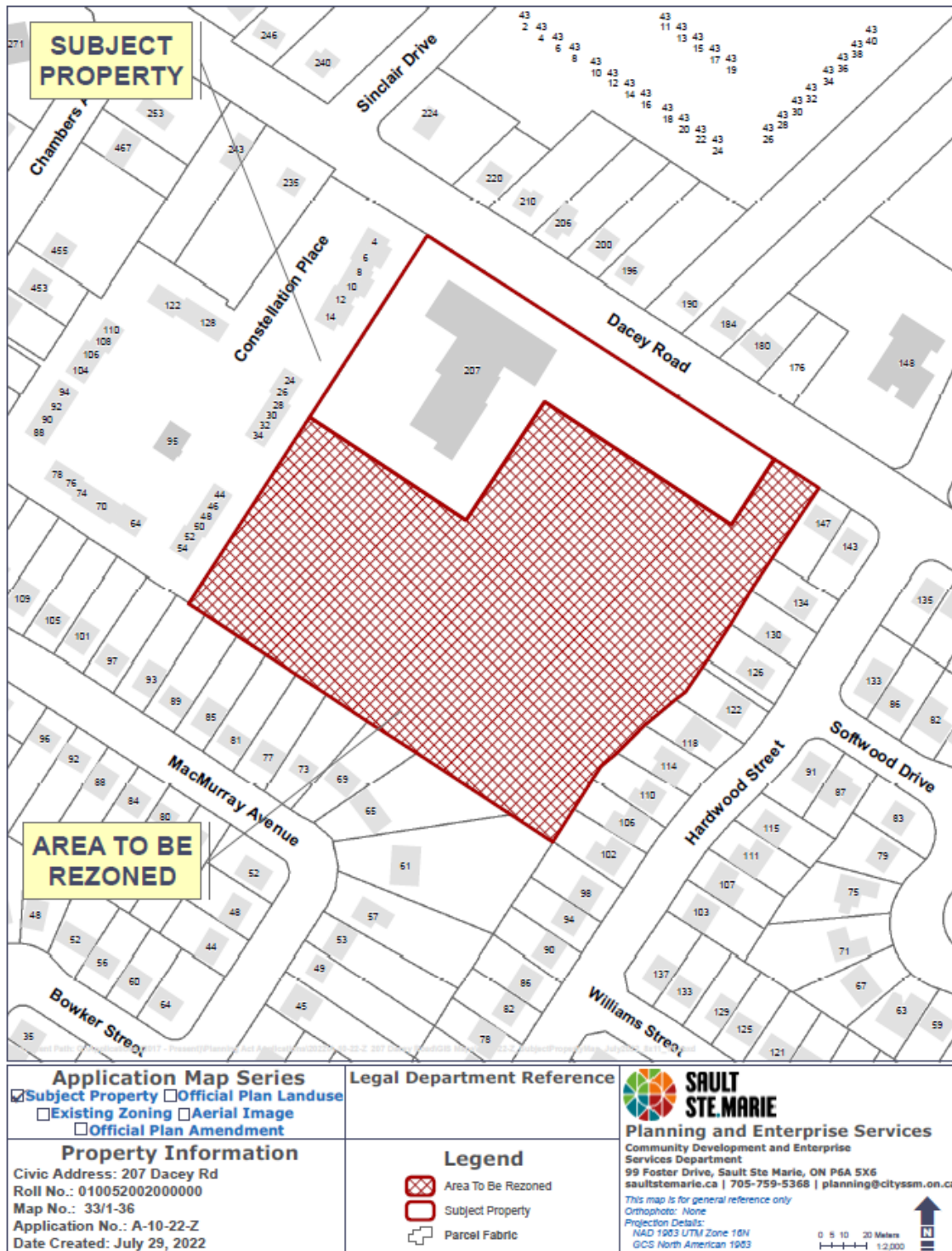
**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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# SCHEDULE "A" TO BY-LAW 2022-170



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

**BY-LAW 2022-171**

**FINANCE**: A by-law to appoint the firm of KPMG LLP as municipal auditor to provide External Audit Services as required by the City of Sault Ste. Marie.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 296 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **MUNICIPAL AUDITORS APPOINTED**

The firm of KPMG LLP is hereby appointed as municipal auditor to provide External Audit Services for a five year period commencing with the 2022 year end audit.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 20<sup>th</sup> day of September, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

tm\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2022\\2022-171 KPMG Auditor.docx

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

**BY-LAW 2022-172**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Bell Mobility Inc. for use of City owned property at the Bellevue Marina for a Tower.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated July 1, 2022, between the City and Bell Mobility Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for use of City owned property at the Bellevue Marina for a Tower.

2. **SCHEDULE "A"**

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

3. **BY-LAW 2022-54 REPEALED**

By-laws 2022-54 is hereby repealed.

4. **EFFECTIVE DATE**

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

**PASSED** in open Council this 20<sup>th</sup> day of September, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

LEASE AGREEMENT

"QUEEN ST E/PINE"  
SAULT STE MARIE. ONTARIO

SITE NO. W9943

THIS AGREEMENT made this 1<sup>st</sup> day of July, 2022

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE  
CITY OF SAULT STE. MARIE

(the "Landlord")

OF THE FIRST PART

-and-

BELL MOBILITY INC.

(the "Tenant")

OF THE SECOND PART

WITNESSETH WHEREAS the Landlord is the registered owner of the property municipally known as 48 Pine Street, Sault Ste. Marie, Ontario, which is more particularly described in Exhibit "A" (the "Property") attached hereto and forming a part hereof;

AND WHEREAS the Tenant is desirous of using a portion of the Property being approximately 9.5m x 9.5m (Compound Area) and 6m x 91.76m (Access Road), which is more particularly shown on the plan attached hereto and forming a part hereof as Exhibit "B" (collectively the "Leased Premises") to erect a telecommunications tower (the "Tower") and an equipment shelter on the Leased Premises for the exclusive use of the Tenant, its agents, employees, contractors, assignees and/or sublessees to attach, adjust, operate, maintain and replace initial and additional cabling, antennas, antenna mounts and any other related equipment attachments required for wireless telecommunications, together with utility easement and, if required, an access road to the Leased Premises;

AND WHEREAS the Tenant has consulted with the Landlord concerning the Tower including its design, location and function and the Landlord has given the Tenant concurrence to proceed with the Tower and equipment shelter subject to the provisions herein;

AND WHEREAS the Landlord is agreeable to allow the Tenant to use the Property as herein described subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. USE OF LEASED PREMISES

The Landlord hereby grants to the Tenant permission to construct, use and maintain on the Leased Premises a Tower; an equipment shelter and all necessary cabling, antennas, antenna mounts and any other related equipment attachments (the "Equipment"); and permission to install, reconfigure, attach, operate, maintain and replace the Tower and all of the initial and additional Equipment on the Leased Premises for wireless telecommunications. The Tenant shall be permitted, during the construction phase, to occupy an area outside the Leased Premises for the purpose of constructing the tower, such area to be repaired at the Tenant's expense and to the reasonable satisfaction of the Landlord. The Tenant shall have the further right to construct and maintain an access road to the Leased Premises, if required as determined by the Tenant in its sole discretion, acting reasonably.

## 2. TERM

The term of this Lease (the "Term") shall commence on the date that this Lease is executed, as indicated on the first page hereof (the "Execution Date") and shall expire on that date which is five (5) years following the date upon which construction of the tower is commenced (the "Construction Commencement Date"), such date to be verified by the Tenant by way of letter to the Landlord to be delivered as soon as reasonably possible following the Construction Commencement Date, in the form attached hereto as Exhibit "D".

## 3. RENT

During the Term, the Tenant shall pay to the Landlord rent as set forth in Exhibit "C" attached (the "Rent"), plus any Sales Taxes (as defined in this Section) which it is required to pay by law. The Landlord confirms that its HST (as defined in this Section) number is 122 023 120 RT0001, and acknowledges and agrees that notwithstanding the forgoing or anything else contained in this Lease, the Tenant's obligation to pay to the Landlord any goods and services tax or harmonized sales tax in addition to Rent is conditional upon such HST number being valid and correct. "Sales Taxes" means all goods and services, business transfer, multi-stage sales, sales, use, consumption, harmonized, value-added or other similar taxes imposed by any federal, provincial or municipal government upon the Landlord or the Tenant in respect of this Lease, or the amounts payable by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Leased Premises and the provision of administrative services to the Tenant hereunder and includes, without limitation, the goods and services tax, the Quebec sales tax, and any harmonized sales tax ("HST").

The Landlord and the Tenant agree that all amounts owed by the Tenant to the Landlord pursuant to this Lease shall be paid by electronic funds transfers ("EFT"). Upon request by the Tenant, the Landlord agrees to provide the Tenant with all necessary information in order to effect an EFT to the Landlord.

Notwithstanding Section 12 of this Lease, the Tenant shall have the right to terminate this Lease because the Tenant was unable, despite reasonable commercial efforts, to obtain the necessary third-party approvals required to construct the Equipment on terms that were acceptable to the Tenant, in the Tenant's sole discretion. In the event the Tenant terminates this Lease pursuant to this subsection, the Landlord shall refund all Rent (plus any Sales Taxes) that the Tenant has paid to the Landlord pursuant to this Lease.

## 4. OPTION TO EXTEND

Provided the Tenant is not in breach of the Lease at the expiry of the Term, the Tenant shall have three (3) options to extend the Term of the Lease (each respectively an "Option to Extend") for a further term of five (5) years each upon the same terms and conditions as contained in the Lease save only for the Rent shown on Exhibit "C" attached hereto. To exercise an Option to Extend, the Tenant shall give notice in writing to the Landlord no later than ninety (90) days prior to the date of expiry of the then current Term.

## 5. ASSIGNMENT

The Tenant shall be permitted to assign, sublet or license the whole or any part of the Tower, Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee (the "Assignee") provided that the Tenant shall not be relieved from any of its obligations under this Lease and further provided that the Assignee(s) agrees to be bound by the terms and conditions of this Lease.

## 6. TENANT'S WORK

- (a) The Tenant shall, at its own expense, install, attach, repair, operate and maintain its Tower and Equipment in a good and workmanlike manner. All installation, reconfiguration, attachment, maintenance, repair and operation to be carried out under this Lease by the Tenant shall be done at the Tenant's expense and risk. Upon the expiration or earlier termination of this Lease, the Tenant agrees to repair at the Tenant's cost and expense to the reasonable satisfaction of the Landlord, all damages, structural or otherwise, save and except for reasonable wear and tear, that may be caused to the Landlord's property, including all buildings on the Property by reason of the installation, reconfiguration, attachment, maintenance, operation or removal of the Tenant's Tower or Equipment.
- (b) The Tenant and any Assignee may make any alterations and/or improvements during the Term and any extension thereof without requiring the consent of the Landlord. Such alterations and/or improvements may include, but are not limited to the expansion of existing, or the addition of new, equipment shelter(s), antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other equipment required by the Tenant or any Assignee.

- (c) The Landlord agrees that the Tower and Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and may be removed from the Leased Premises at any time from time to time by the Tenant during the Term or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good any damage caused by such removal, reasonable wear and tear excepted. Failure by the Tenant to remove the Tower and Equipment after receipt of at least ninety (90) days prior written notice by the Landlord to remove same upon the expiration or early termination of this Lease will enable the Landlord to remove the Tower and Equipment at the reasonable expense of the Tenant.

## 7. ACCESS

- (a) The Landlord grants to the Tenant, its agents, employees, contractors, or to an Assignee, all rights of direct access, twenty-four (24) hours a day, seven (7) days a week, to the Property, and such other rights as are necessary to enable the Tenant, its agents, employees, contractors or any Assignee to install, reconfigure, attach, operate, maintain and replace the Tower and Equipment, including but not limited to connecting its Tower and Equipment to the public telephone and utility networks, pursuant to the public telephone and utility's requirements or recommendations and any required rights-of way as may be detailed in Exhibit "B". The Tenant, at its expense, shall prepare a plan of survey outlining the Leased Premises and all rights of access to and egress from the Property as shown on Exhibit "B" attached hereto and forming a part hereof. Such plan shall be registered with a copy forwarded to the Landlord. Access keys shall be provided by the Landlord to the Tenant if and when keys are requested by the Tenant.
- (b) Where available, the Tenant, its agents, employees, contractors and any Assignee, shall have the use of and access to any existing access driveway and a twenty-four (24) hour parking space located on the Property. If required, the Landlord shall provide the Tenant with parking access cards and provide notice to any security personnel and contracted towing/tagging services.

## 8. ADDITIONAL TAXES

The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term hereof, by a governmental authority (collectively, the "Taxes") upon or in respect of the privileges hereby granted provided that:

- (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant's use of the Leased Premises; and
- (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the "Taxes Notice"), which Taxes Notice shall be delivered no later than eighteen (18) months following the due date for the Taxes set out in such Taxes Notice (the "Taxes Due Date"). If the Landlord fails to deliver the Taxes Notice on or before the date which is eighteen (18) months following the Taxes Due Date, then, notwithstanding anything to the contrary herein, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes.

## 9. ELECTRICITY

The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. Where permitted by the local hydro utility, the Tenant shall at its expense install a separately metered hydro subservice; such electrical consumption shall be billed separately by the local hydro utility to the Tenant.

## 10. FAILURE TO PAY RENT

If the Tenant defaults at any time in any rental payment required under this Lease during the Term or any extension thereof, or fails, or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Landlord shall give the Tenant written notice of such default and the Tenant shall correct such default within thirty (30) days after receipt thereof and if the default remains outstanding on the thirty-first (31st) day the Landlord may terminate this Lease forthwith, except in the event that such default reasonably requires more than thirty (30) days to correct in which case the Tenant shall have a reasonable time to cure such default.

## 11. OVERHOLDING

If the Tenant overholds the Leased Premises beyond the Term of this Lease or any extension provided herein, the Tenant may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.

## 12. TERMINATION

It is agreed and understood that the Tenant may terminate this Lease at any time, for any reason whatsoever, by giving ninety (90) days prior written notice to the Landlord and the Tenant shall be entitled to remove the Tower and all other Equipment from the Leased Premises within a reasonable time thereafter. In the event of such termination the parties shall be released from any further obligations with respect to any matter under this Lease.

## 13. EXCLUSIVE USE

The Landlord shall not during the Term of this Lease, or any extension thereof, use or permit others to use the Property for the installation of any antennas or equipment which are used for the purpose of wireless telecommunications or which may interfere in any manner with the signals transmitted or received by the Tenant's Equipment.

## 14. QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord provided the Tenant performs all its covenants under this Lease.

## 15. INSURANCE & INDEMNITY

The Tenant shall, during the Term and Extended Term (if applicable), keep in full force and effect a policy of insurance with respect to the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than five million dollars (\$5,000,000.00) per occurrence and an annual aggregate limit of not less than five million dollars (\$5,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any damage, loss, injury or death which results from the negligence or willful misconduct of the Landlord, its employees, agents, contractors or those whom it is responsible in law. Notwithstanding anything else contained herein to the contrary, in no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

## 16. ENVIRONMENTAL

The Landlord also acknowledges, covenants, and agrees that:

- a) The Tenant shall have no responsibility whatsoever for the effects of any environmental spills or releases that may have occurred or environmental contamination that may have existed prior to the Tenant's use or occupation of the Leased Premises or a land condition which pre-exists the Tenant's use or occupation of the Leased Premises;
- b) The Tenant shall be responsible for the cost of all work carried out to correct any environmental contaminations which occurs on the Leased Premises only where such environmental contamination occurs as a result of the Tenant's occupation or use of the Leased Premises.

The Landlord hereby further covenants and agrees to indemnify and hold harmless the Tenant from and against all claims and demands, loss, costs, damages, actions, suits and other proceedings arising from any pre-existing contamination from the Leased Premises or the Property as a result of activities conducted prior to the Execution Date of the Lease.

## 17. MODIFICATION

No change or modification to this Lease shall be valid unless it is in writing and is duly executed by both parties hereto.

## 18. REGISTRATION AND NON-DISTURBANCE

The Tenant may register this Lease or a notice of this Lease on title to the Property in order to show its interest herein and the Landlord shall provide the Tenant with a legal description of the Property for such registration. The Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease. The Landlord further agrees to execute any further documents required and all direct costs shall be borne by the Tenant.

## 19. NOTICE

Any notice required by this Lease shall be made in writing and shall be considered given or made on the day of delivery if delivered before 5:00 p.m. by facsimile or by personal delivery upon any officer of the Tenant, or three (3) business days after the day of delivery if sent by prepaid registered mail upon the Landlord addressed as follows:

**CITY OF SAULT STE. MARIE  
99 FOSTER DRIVE  
SAULT STE. MARIE, ONTARIO  
P6A 5N1-P6A 5X6  
Attention: City Solicitor  
Facsimile: 705-759-5404**

and in the case of the Tenant to:

**BELL MOBILITY INC.  
REAL ESTATE SERVICES  
5099 CREEKBANK ROAD,  
BUILDING D, FLR 6N  
MISSISSAUGA, ONTARIO  
L4W5N2  
Attention: Real Estate  
Facsimile: (905) 625-0730**

Either party hereto may change its aforesaid address for notices in accordance with the provisions of this notice.

## 20. EMERGENCY CONTACT INFORMATION

Bell Mobility's Call Centre can be reached 24 hours a day at (416) 503-4636 to report power outages or other hazardous conditions occurring at the leased premises.

## 21. BINDING AGREEMENT

The Landlord covenants that he has good right, full power, and absolute authority to grant this Lease to the Tenant and this Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

## 22. EXECUTION

This Lease shall not be in force or bind either of the parties hereto until executed by all the parties named herein.

## 23. CONDITIONAL PERIOD

This Lease referred to herein shall be conditional until December 1, 2022, upon the Tenant obtaining at its expense all municipal, provincial, federal or other governmental approvals required for the construction and installation of the Tower and Equipment on the Leased Premises and upon the Tenant satisfying itself in its sole discretion, which discretion may be exercised arbitrarily, that the Property is both technologically and economically viable for the Tenant. If any of the above conditions are not satisfied by the date noted above, then the Tenant may terminate this Lease and the Rent and any other payments made hereunder shall be refunded prorata, to the date of such termination, and both parties shall be released from all further obligations or liabilities under this Lease. These conditions are for the sole benefit of the Tenant and may be waived or extended only by the Tenant at its sole option.

#### 24. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the parties hereto. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

IN WITNESS WHEREOF the said parties hereto have duly executed this Lease on the dates noted below

**CITY OF SAULT STE. MARIE** (Landlord)

Per: \_\_\_\_\_  
Name: CHRITIAN PROVENZANO  
Title: MAYOR

Per: \_\_\_\_\_  
Name: MADISON ZUPPA  
Title: DEPUTY CITY CLERK

I/We have authority to bind the Corporation

**BELL MOBILITY INC.** (Tenant)

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the corporation.

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

All and singular that certain parcel or tract of land and premises described municipally as 48 Pine Street, Sault Ste Marie, Ontario.

The Property being more particularly described as:

Part of Water Lot in front of Park Lot 6, Township of St. Mary, now in the City of Sault SteMarie, District of Algoma PIN 31521-0004 (LT)

## PLAN OF LEASED PREMISES



## EXHIBIT "C"

### RENT

The Tenant shall pay Rent to the Landlord as follows:

- (a) During the period commencing July 1, 2022 or adjusted to the first day of the month construction begins and ending June 30, 2027, the Tenant shall pay to the Landlord annual rent in the amount of Six Thousand One Hundred dollars (\$6,100.00), plus HST at 13% the current rate, of Seven Hundred Ninety-Three dollars (\$793.00) for a total of Six Thousand Eight Hundred Ninety-Three dollars (\$6,893.00), payable in advance.
- (b) Provided that the Tenant shall have exercised its first (1st) Option to Extend, during the period commencing July 1, 2027 and ending June 30, 2032, the Tenant shall pay to the Landlord annual rent in the amount of Six Thousand Seven Hundred dollars (\$6,700.00), plus HST at 13%, the current rate, of Eight Hundred & Seventy-One dollars (\$871.00) for a total of Seven Thousand Five Hundred & Seventy-One dollars (\$7571.00), payable in advance.
- (c) Provided that the Tenant shall have exercised its second (2nd) Option to Extend, during the period commencing July 1, 2032 and ending June 30, 2037, the Tenant shall pay to the Landlord annual rent in the amount of Seven Thousand Three Hundred dollars (\$7,300.00), plus HST at 13%, the current rate, of Nine Hundred & Forty-Nine dollars (\$949.00) for a total of Eight Thousand Two Hundred & Forty-Nine dollars (\$8249.00), payable in advance.
- (d) Provided that the Tenant shall have exercised its third (3rd) Option to Extend, during the period commencing July 1, 2037, and ending June 30, 2042, the Tenant shall pay to the Landlord annual rent in the amount of Seven Thousand Nine Hundred dollars (\$7,900.00), plus HST at 13%, the current rate, of One Thousand & Twenty Seven dollars (\$1027.00) for a total of Eight Thousand Nine Hundred & Twenty Seven dollars (8,927.00), payable in advance.

The Landlord's GST/HST registration number is: 122 023 120 RT0001

The Landlord covenants to send a written notice to the Tenant outlining any additional rent or adjustment of any amount payable under this Lease Agreement, plus applicable HST, by the Tenant. The amount will become payable within sixty (60) days once the written notice is received. With respect to the applicable sales taxes, the written notice must (i) indicate it separately; (ii) detail it by type and amount (with the Landlord's applicable GST/HST registration number(s)); and (iii) itemize it based on the applicable governmental authority requirements.

The Landlord hereby acknowledges and agrees that any sales taxes paid by the Tenant or identified as such in the agreement, on a written notice or other document (including cheque), are required to and shall be reported and remitted by the Landlord to the appropriate governmental authority.

EXHIBIT “D”

CONSTRUCTION COMMENCEMENT DATE - FORM OF NOTICE

[ON BELL MOBILITY INC. LETTERHEAD]

[  
[  
[

[DATE]

Attention: [

Dear [

Re: Lease made as of [ ] (the “Lease”), between Bell Mobility Inc. (the “Tenant”) and [ ] (the “Landlord”) for Leases Premises located at [ ]

The Tenant hereby notifies the Landlord that, pursuant to Schedule “D” of the Lease, the “Construction Commencement Date” (as defined therein) is established as [ ].

Sincerely,

BELL MOBILITY INC.

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

**BY-LAW 2022-173**

**OFFICIAL PLAN AMENDMENT:** A by-law to adopt Amendment No. 243 T-159 to the Official Plan for the City of Sault Ste. Marie (Feroze Virani – 11547305 Canada Inc. – 130 Wellington Street East).

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 243 T-159 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 20<sup>th</sup> day of September, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

**AMENDMENT NO. 243  
TO THE  
SAULT STE. MARIE OFFICIAL PLAN**

**PURPOSE**

This Amendment is an amendment to the Text of the Official Plan as it relates to the Housing and Commercial Policies, and to the Land Use Map (Schedule C).

**LOCATION**

PT SEC 6 ST. MARY'S AS IN AL148165 FIRSTLY & SECONDLY); PT SEC 6 ST. MARY'S SRO AS IN AL148165 THIRDLY); SAULT STE. MARIE, having Civic Number 130 Wellington Street East, located at the east corner of the Wellington Street East and Tancred Street intersection.

**BASIS**

This Schedule C amendment is necessary in view of a request to permit commercial and residential uses on the subject property. The development proposal does not conform to the present Land Use Schedule C of the Official Plan.

The Text Amendments are necessary in view of an application to permit:

- a. Residential development consisting of more than 50 dwelling units without the need to provide at least 30% of those units at affordable prices, as required by Housing Policy 6 of the Official Plan.
- b. New commercial development without the need to submit a market impact study.

Council now considers it desirable to amend the Official Plan.

**DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO**

The Official Plan for the City of Sault Ste. Marie is hereby amended with the following Schedule C map changes and notwithstanding clauses:

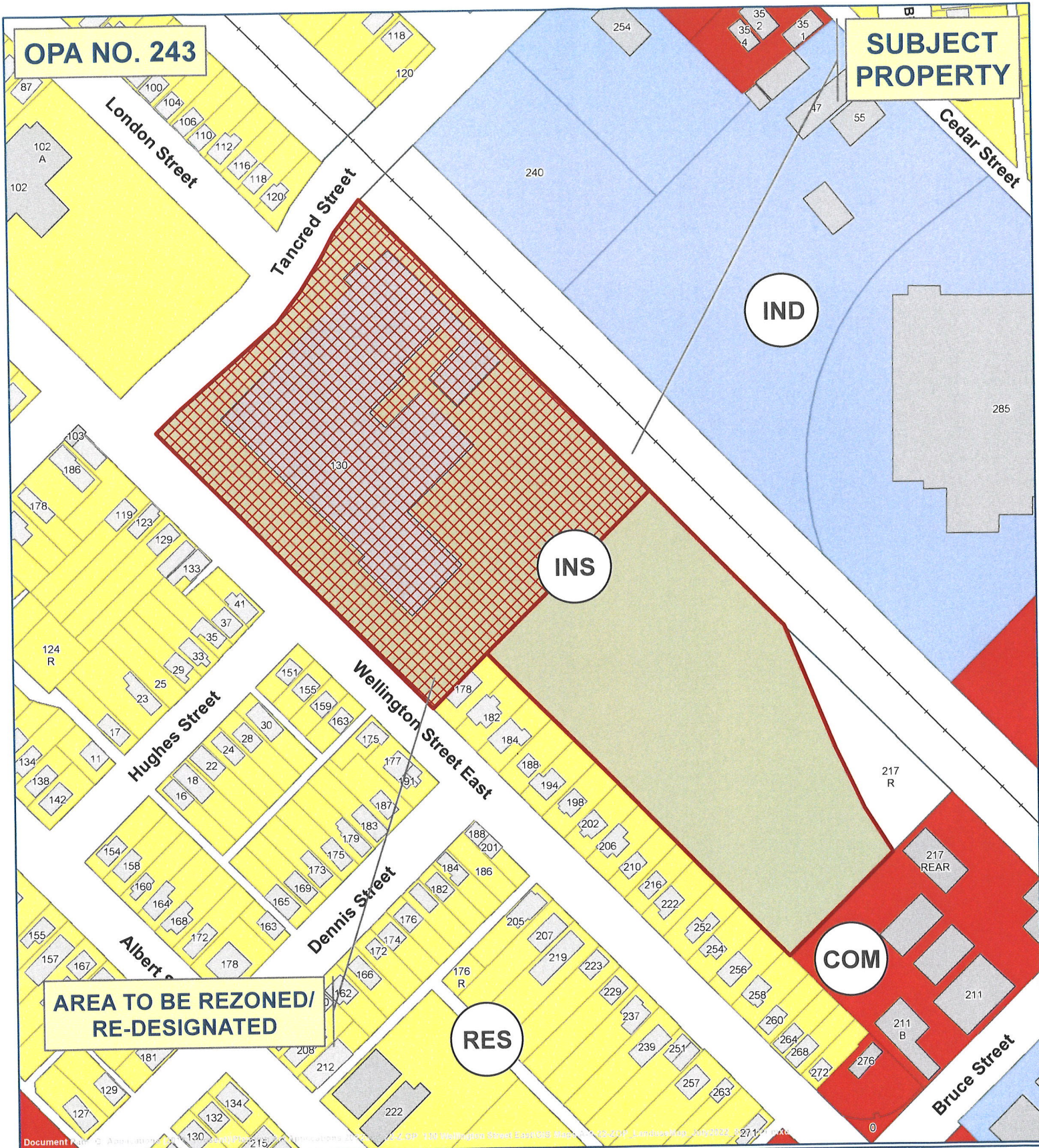
- Re-designate the westerly 155 metres of the subject property from Institutional to Commercial.

Text – 159

- Notwithstanding Housing Policy HO.6, to waive the requirement that in all urban residential developments greater than 50 units, at least 30% of those units shall be affordable.
- Notwithstanding Commercial Policy C.2, to waive the requirement that new commercial development in excess of 4,000 sq.m. conduct a market impact study to assess the impact on existing facilities.

## **INTERPRETATION**

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



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

**Property Information**

Civic Address: 130 Wellington St. E  
 Roll No.: 040018147000000  
 Map No.: 26  
 Application No.: A-9-22-ZOP  
 Date Created: July 29, 2022

**Legend**

- Subject Property
- Area To Be Rezoned/Re-Designated
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Street Fabric



**SAULT  
STE.MARIE**

**Planning and Enterprise Services**

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

*This map is for general reference only*

Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983

0 12.5 25 50 Meters  
1:2,000



# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2022-174

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 130 Wellington Street East (Feroze Virani – 11547305 Canada Inc.).

**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. **130 WELLINGTON STREET EAST; LOCATED AT THE SOUTHEAST CORNER OF THE WELLINGTON STREET EAST AND TANCRED STREET INTERSECTION; CHANGE FROM I.S 362 TO C4.S. WITH AN AMENDED “SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 26 of Schedule “A” to By-law 2005-150, is changed from I.S (Institutional) zone with a “Special Exception” to C4.S (Commercial) zone with an amended (repeal and replace) “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by repealing section 2(362) and replacing it with the following Subsection 2(426) and heading as follows:

**“2(426) 130 Wellington Street East**

Despite the provisions of By-law 2005-150, the zone designation on the lands located at the southeast corner of the Wellington Street East and Tancred Street intersection and having civic no. 130 Wellington Street East and outlined and marked “Subject Property” on the map attached as Schedule 426 hereto is changed from I.S (Institutional) zone with a “Special Exception” to C4.S (Commercial) zone with an amended “Special Exception” to, in addition to those uses permitted in an C4 zone:

- a. Permit residential dwellings to be located on the ground floor.
- b. Reduce the required parking for residential units from 1.25 spaces/unit to 1 space/unit.

- c. Permit the following additional uses within the C4 Zone: Computer, precision and electronics manufacture and repair, Group Homes and Group Residences.
- d. Reduce the required landscaping in the required front yard (Tancred) from 50% to 5% and to reduce the required landscaping in the required Exterior Side Yard (Wellington) from 50% to 20%, inclusive of the 6m required road widening along Wellington St. E.
- e. Notwithstanding Section 6, permit the required 3 loading spaces to be located in a required front yard, occupy required parking spaces and not be visually screened from abutting and adjacent residential zones.
- f. Limit the number of residential dwelling units and square area of non-residential uses to a limit where the peak sanitary flows generated from the site do not exceed 9.34 litres per second, calculated in accordance with the the Ministry of Environment, Conservation and Parks' (MECP) design guidelines.
- g. As part of the conditions of site plan approval, the owner shall include vibration warning clauses within any agreements of purchase and sale or tenant lease agreements for the proposed residential and non-residential units to the satisfaction of the Planning Director.
- h. As part of the conditions of site plan approval, the owner shall construct noise mitigating measures to the satisfaction of the Planning Director.

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 as amended by Official Plan Amendment No. 243 T-159.

PASSED in Open Council this 20th day of September, 2022.

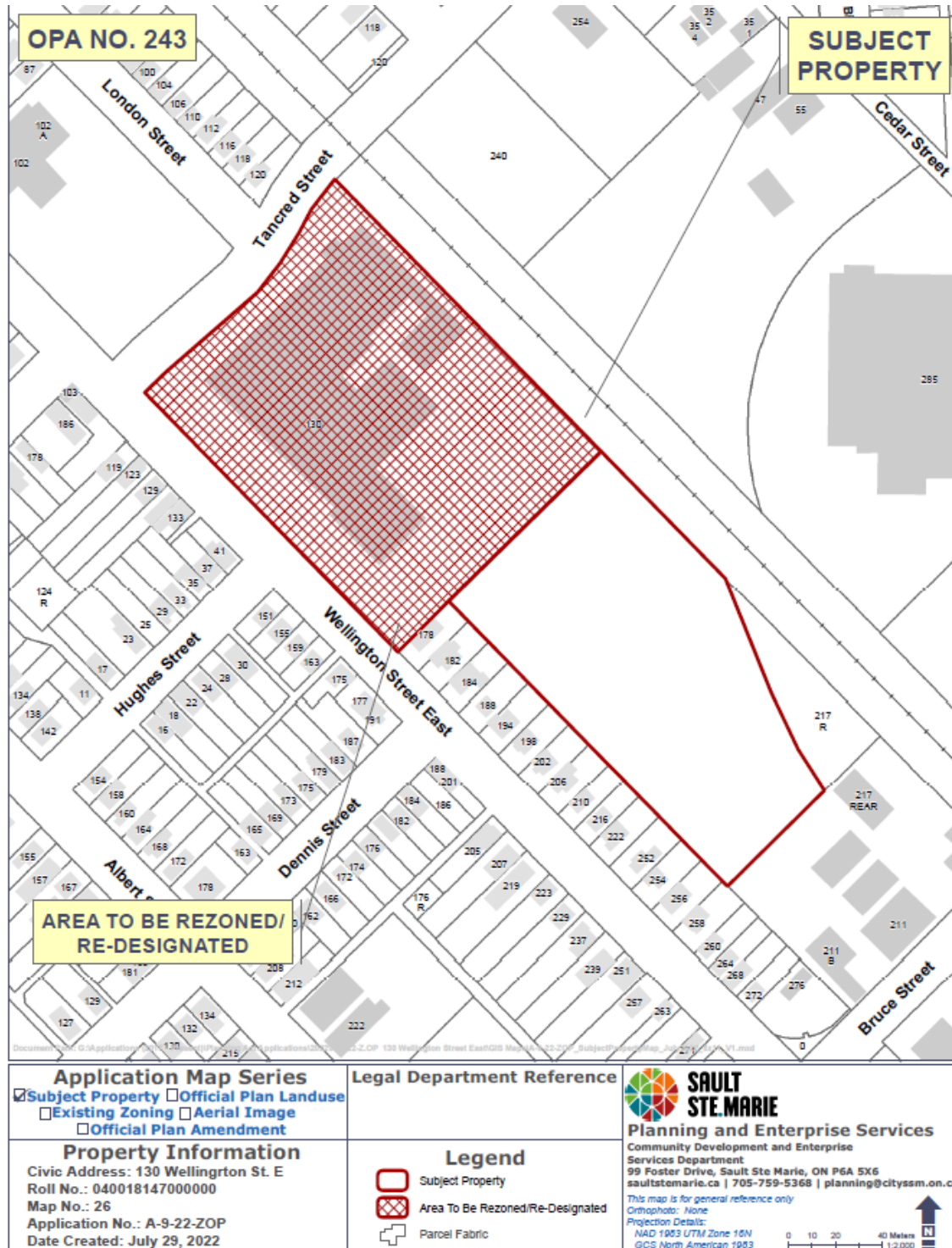
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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

SCHEDULE "A" TO BY-LAW 2022-174 AND  
SCHEDULE 426 TO BY-LAW 2005-151



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

**BY-LAW 2022-175**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Huron Central Railway Inc. for the reconstruction of the grade crossing at Black Road, north of Trunk Road.

**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 September 20, 2022 between the City and Huron Central Railway Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the reconstruction of the grade crossing at Black Road, north of Trunk Road.

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 20th day of September, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

## Schedule "A"

### GRADE CROSSING RECONSTRUCTION AGREEMENT 609\_177-26\_XRAG – BLACK ROAD

**THIS AGREEMENT** ("Agreement") effective as of the 20th day of September, **2022**.

#### **BETWEEN:**

##### **HURON CENTRAL RAILWAY INC.**

9001, boul. de l'Acadie, Suite 600  
Montreal, Quebec, H4N 3H5

(hereinafter the "Railway")

#### **AND:**

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

99 Foster Drive, [REDACTED]  
Sault Ste. Marie, ON P6A 5X6  
[REDACTED] Canada

(hereinafter the "Road Authority")

**WHEREAS** Canadian Pacific Limited hereinafter called ("CPR") and the Railway entered into an Amended and Restated Lease Agreement dated January 1, 2011, pursuant to which the parties agreed that CPR would lease its railway line to the Railway and assign the Railway all CPR's rights, titles and interests in and under all contracts, easements, licences and other agreements relating to or affecting the leased property including mile 177.26 of the Webbwood subdivision.

**WHEREAS** it is the Road Authority's intent to rehabilitate or reconstruct Black Road, the "Roadway," where it crosses the right-of-way and track of the Railway at grade at Mileage 117.26 of the Webbwood Subdivision (hereinafter the "Crossing"), in the City of Sault Ste-Marie, in the Province of Ontario (the "Project");

**WHEREAS** Board Order R-4875 of the Canadian Transport Commission, dated March 10, 1969, and included in Appendix A to form an integral part thereof, ordered that the cost of maintenance of the Crossing shall be paid by the City of Sault Ste-Marie.

**AND WHEREAS** the Railway is the senior in title at the crossing.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT**, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

#### **1. RESPONSIBILITIES AND PARAMOUNTCY OF RAILWAY OPERATIONS**

The Road Authority and the Railway will carry out the work in accordance with their respective roles and responsibilities pursuant to Transport Canada Grade Crossings Regulation and Grade Crossing Standards and in accordance with Railway requirements respecting safe railway operations.

The parties agree and acknowledge that pursuant to the Railway Safety Act, the safety of the public, the parties, their respective employees, personnel and the Railway's operations are and must be paramount at all times during the term of this Agreement and the performance of work on the Project. The parties further acknowledge that because the Railway must maintain train movements and freight traffic volumes through the Project site, continuous, uninterrupted and unhindered operations are required for the Railway to meet its service requirements as set out in the Canada Transportation Act and its contractual service obligations to its customers. Therefore, the parties shall

carry out all of their respective activities and undertakings contemplated in this Agreement in such a manner as to ensure safe, continuous, uninterrupted and unhindered Railway operations. The parties agree and acknowledge that any interference of the Railway's operations shall require the prior written approval of the Railway and all work undertaken as part of this Agreement shall be subject to Railway's operational constraints for work within or foul of the Railway's right of way.

## **2. ROAD APPROACHES AND PROJECT PLANS**

The Road Authority is responsible for the construction and maintenance of the Roadway and all road approaches up to the Crossing surface, as defined by Transport Canada Grade Crossing Standards, and the section between the tracks when multiple tracks are present.

The Railway acknowledges that the Road Authority has entered into a contract with Pioneer Construction Inc. to complete the work as set out in this Article 2. Notwithstanding acknowledgement by the Railway, the Roadway Authority's contract with Pioneer Construction Inc., including any subcontract related thereto, shall not serve to terminate, limit, or in any way affect the primary legal responsibility of the Roadway Authority for timely and satisfactory performances of the obligations contemplated by this Agreement.

The cost of construction and maintenance of the Roadway and road approaches to the Crossing shall be borne and paid by the Road Authority.

Prior to commencement of the Project, and as required by the Railway, the Road Authority shall provide the following to the Railway:

- (a) a detailed scope of the Road Authority work confirming all necessary activities to be undertaken in respect thereto;
- (b) notice of whom the Road Authority intends to use as its Contractor;
- (c) a detailed construction schedule for the Project, including any required track blocks or flagging necessary to undertake the Road Authority work, the scheduling and approval of which shall be in the sole unfettered discretion the Railway;
- (d) detailed engineering drawings, designs and specifications for the Project stamped by a professional engineer;
- (e) detailed plans regarding utility works that require protection or relocation (whether in whole or in part), with the objective to minimize interference with any utility works on Railway property.
- (f) clearance diagram showing all temporary and permanent clearance lines; and
- (g) detailed plans regarding utility works that require protection or relocation (whether in whole or in part), with the objective to minimize interference with any utility works on Railway property;

## **3. RIGHT OF ENTRY TO RAILWAY PROPERTY**

The Road Authority's access to the Railway's property shall be in accordance with and subject to the Railway's current access protocols as of the date hereof including, but not limited to, the following conditions (collectively, the Access Protocols):

- (a) The Road Authority or its contractor shall execute the Railway's current form of "Contractor Right of Entry Licence Agreement" prior to the first entry onto the Railway's property, such Contractor Right of Entry Licence Agreement to be provided by Railway upon request.

- (b) The Road Authority shall deliver prior notice to the Railway by contacting the designated Railway representative in accordance with the applicable notice period set out below (or such a longer period, together with such other information, each as the Railway may reasonably require).
  - i. More than thirty (30) days of flagging: six (6) months' notice
  - ii. Less than thirty (30) days of flagging: ninety (90) days' notice
  - iii. Less than five (5) days: two (2) weeks' notice
- (c) No work of any nature shall be undertaken on the Railway's property without scheduled flagging protection unless otherwise agreed to in writing by the Railway.
- (d) The Road Authority and all personnel shall comply with all directions of any Railway flaggers, inspectors or supervisory personnel (including engineering and technical support staff). Instructions may include orders with respect to security restrictions, safety requirements, and/or emergency situations.

#### **4. GRADE CROSSING SURFACE AND RELATED TRACK WORK**

The Railway acknowledges that the Road Authority's contractor, Pioneer Construction Inc. has entered into a contract with OWS Railroad Construction & Maintenance for the supply and installation of the concrete grade crossing surface (OMNI's Embedded Concrete Rubber Grade Crossing System). The Railway consents to same. Notwithstanding acknowledgement and consent by the Railway, the Roadway Authority's contract with Pioneer Construction Inc., including any subcontract or sub-subcontract related thereto, shall not serve to terminate, limit, or in any way affect the primary legal responsibility of the Roadway Authority for timely and satisfactory performances of the obligations contemplated by this Agreement.

The Road Authority acknowledges that the Railway must upgrade the underlying track and perform a complete grade crossing reconstruction to accommodate the installation of the concrete grade crossing surface. All construction related to upgrading the under lying track and track materials shall be carried out by the Railway or a contractor selected by the Railway. The Crossing reconstruction costs include the costs for the replacement track panel, including rails and other track materials, rail joints/welds, ballast, crossing surface materials, rubber flangeway, and any other costs associated with the extent of the work contemplated and described in detail cost estimate included in Appendix B of this Agreement to form an integral part thereof.

All related costs and expenses for the Crossing reconstruction, including any railway flagging protection which may be required and deemed necessary by the Railway, incurred in connection with the reconstruction of the Crossing and road approaches shall be borne and paid by the Road Authority in accordance with Board Order R-4875.

#### **5. FUTURE MAINTENANCE COSTS**

Subject to applicable laws, board orders and/or other agreements executed by the parties, the Road Authority shall be responsible for all future costs associated with the existence of the Crossing, including the cost of maintaining the Crossing or dismantling the Crossing and restoring the Railway and Road Authority property to its original or mutually agreed upon condition.

#### **6. Alterations**

If at any time during the continuance of this Agreement either party wishes to widen, relocate, modify the road approaches or otherwise modify, alter or upgrade the Crossing, the terms associated with such work will be agreed to by the parties by means of a written agreement.

#### **7. ACCOUNTS**

The Railway shall prepare all accounts in accordance with the latest version of the Guide to Railway Charges for Crossing Maintenance and Construction as issued by the Canadian Transportation Agency. In the event the Canadian Transportation Agency should discontinue publishing same, the accounts shall be prepared in accordance with standard rates adopted by the railway industry in Canada, or in their absence, in accordance with standard rates adopted by the Railway. If there should be no standard rates in effect for work done by the Railway, the accounts shall be based on actual costs plus allowances for the Railway's overhead.

In addition to the amounts due to the Railway under this Agreement, the Road Authority shall pay to the Railway any value added, sales, goods and services tax which may be imposed on such amounts pursuant to any federal or provincial legislation which is or may be enacted.

The Railway will issue an invoice to the Road Authority who will have sixty (60) days from receipt of the invoice to issue a payment to the Railway.

## **8. TERM AND TERMINATION**

This Agreement shall become effective on the date appearing on page 1 of this Agreement and shall continue until:

- (a) The Project is complete, and the Railway has received full and final payment of all amounts owing to it pursuant to this Agreement;
- (b) the Railway discontinues its rail operations at the location of the Crossing, unless the Railway chooses, according to its sole discretion, to leave its tracks in place notwithstanding the discontinuance, in which case this Agreement shall not terminate until the Railway has permanently removed its tracks at the Crossing; or
- (c) the Road Authority closes the Roadway at the location of the Crossing;
- (d) either party breaches (and fails to timely cure) a material obligation under this Agreement; or
- (e) the parties have mutually consented to terminate the Agreement.

## **9. SCHEDULE**

The Railway's construction schedule shall be subject to the availability of materials, workers, contractors, and specialized equipment based on the Railway's usual practices and applicable labour agreements for the allocation of such resources and availability of specialized railway contractors. Said schedule shall be communicated to the Road Authority as soon as available as well as any modification thereto. The parties also acknowledge that the Railway's construction work cannot be completed during winter months (December 1st to April 30) and will be scheduled at the Railway's sole discretion taking into consideration weather and ground conditions, its railway operations, train schedules, maintenance blocks, and the need for efficient operations on its railway line.

## **10. WAIVER & INDEMNITY**

THE ROAD AUTHORITY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE RAILWAY, ITS AFFILIATES, AND THE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY THE "RAILWAY INDEMNIFIED GROUP") FROM AND AGAINST ALL LOSSES FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PERSONAL OR REAL PROPERTY WHATSOEVER (INCLUDING BUT NOT LIMITED TO PROPERTY OWNED BY OR IN THE CARE, CUSTODY, OR CONTROL OF THE RAILWAY INDEMNIFIED GROUP, THE ROAD AUTHORITY OR ITS DESIGNEES), ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL ACTIONS CAUSED BY THE ROAD AUTHORITY OR ITS CONTRACTORS. To further clarify matters herein, the parties hereto acknowledge and agree that at no time shall the City be liable in any way for the acts and omissions of the Railway and the Railway's contractors as it relates to the Agreement.

If the Road Authority's Work pursuant to this Agreement is disrupted or delayed at any time for any cause, including the occurrence of an event of force majeure, expiration of a track block, or maintenance required by the Railway,

the Road Authority shall not have a claim against the Railway Indemnified Group for any losses resulting from any such interruption or delay, and the Road Authority hereby waives and releases the Railway Indemnified Group from any such claim. IN NO EVENT SHALL THE RAILWAY INDEMNIFIED GROUP BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

## **11. INSURANCE**

The Road Authority shall at its sole cost and expense, obtain and maintain during the term of this Agreement, and any extension hereof, with an insurer licensed under the Insurance Act of Ontario, the policies, endorsements and limits of insurance specified in Appendix C, attached hereto, and made a part hereof.

## **12. ASSIGNMENT**

This Agreement is not assignable without the prior written consent of both parties, which consent will not be unreasonably withheld. Notwithstanding the foregoing, the Railway may assign its interest under this Agreement to another railway, without the consent of the Road Authority, in the event of a transfer of the rail line for continued rail operations, provided that the proposed assignee covenants in writing with the Road Authority to be bound by this Agreement and to fulfill all of the obligations of the Railway hereunder from and after the effective date of the assignment.

## **13. EFFECT OF TERMINATION**

Upon the termination of this Agreement, unless terminated by relocation or reconstruction of the Crossing, the terms of which are to be set out in a subsequent agreement the Road Authority, as proponent of the existing crossing, shall be responsible for all future costs associated with the existence of the crossing, including the costs of maintaining the crossing or dismantling the crossing and restoring the Railway and Road Authority property to its original or mutually agreed upon condition.

Upon termination pursuant to Section 8 of this Agreement, the Railway shall have the right to recover from the Road Authority payment for:

- (a) all the materials ordered and costs and expenses incurred pursuant to this Agreement as set out in the costing attached as Appendix B to and including the date of termination;
- (b) any outstanding amounts payable by the Road Authority to the Railway under this Agreement;
- (c) the cost of such further work as may be necessary in the reasonable opinion of the Railway to return the Railway's operations to not less than its capacity and standard of operating capability and safety as existed immediately prior to the commencement of construction of the Project; and
- (d) any losses the Railway may sustain as a result of the termination of this Agreement that result from the negligence, gross negligence, and/or willful misconduct of the Road Authority or its contractor.

No termination hereof shall release the Road Authority and the Railway from any liability or obligation hereunder whether of indemnity or otherwise.

The provisions of this Section 13 shall survive the expiration or termination of this Agreement.

## **14. RESIDUAL OBLIGATIONS**

Notwithstanding the termination of this Agreement, the obligations of the Road Authority as to the Indemnity and Liability clause of this Agreement shall survive any such termination and shall remain in force until discharged, as will the obligations of the parties herein that are expressly described to survive the termination, cancellation, completion or expiration of this Agreement as well as any other provision which, by its nature and context, was intended to survive.

## **15. CANADIAN TRANSPORTATION AGENCY**

Upon execution, the Railway shall file this Agreement with the Canadian Transportation Agency.

## **16. JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and all applicable federal laws and regulations.

## **17. DEFAULT**

If either party fails at any time to fulfill its obligations provided in this Agreement, the other party, at its option, may upon reasonable notice and opportunity to cure, terminate this Agreement, or undertake the necessary measures to ensure safety, at the risk and expense of the defaulting party.

## **18. NOTICES**

Any notice or communications required to be given by either party under this Agreement shall be given by courier, or if mailed, by registered letter, prepaid to the party at its respective addresses as follows:

If to the Railway:

HURON CENTRAL RAILWAY INC.  
c/o Genesee & Wyoming Canada Inc.  
9001 de l'Acadie Boulevard  
Montreal, Québec  
H4N 3H5  
Attention: Manager– Engineering Services

If to the Road Authority:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
99 Foster Drive, [REDACTED]  
Sault Ste. Marie, ON P6A 5X6  
[REDACTED] Canada  
Attention: Dan Perri, Municipal Services & Design Engineer

or such other address as may be furnished from time to time by either party. Any notice, if delivered by courier, shall be deemed to have been given or made on the date delivered and if mailed correctly, shall be deemed to have been received on the third business day after mailing. In the event of actual or imminent disruption or postal service, any notice shall be delivered by courier.

## **19. RELATIONSHIP OF PARTIES**

The parties agree and acknowledge that they are not partners in any business or a joint venture or a member of a joint or common enterprise.

## **20. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and the parties have not relied upon any statement, representation, agreement or warranty except such as are set out in this Agreement.

## **21. NO MODIFICATION**

No amendment, modification, or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the Parties in the same manner as the execution of this Agreement.

## **22. PREAMBLE**

The recitals contained in the preamble to this Agreement form an integral part of the Agreement.

**\*\*\*\*\*SIGNATURE PAGE FOLLOWS\*\*\*\*\***

IN THE WITNESS WHEREOF, the parties have caused the Agreement to be executed by their respective representatives hereunto duly authorized, as they declare, as of the date first above written.

**HURON CENTRAL RAILWAY INC.**

\_\_\_\_\_  
President,

\_\_\_\_\_  
Witness: Signature and Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
MAYOR – CHRISTIAN PROVENZANO

\_\_\_\_\_  
Witness: Signature and Title

\_\_\_\_\_  
Date

~~CITY CLERK – RACHEL TYCZINSKI~~ DEPUTY CITY CLERK - MADISON ZUPPA

\_\_\_\_\_  
Witness: Signature and Title

\_\_\_\_\_  
Date

## **APPENDIX A – BOARD ORDERS**



ORDER NO. R-4875

BY ITS RAILWAY TRANSPORT COMMITTEE

177,26

IN THE MATTER OF the application of the Department of Highways of the Province of Ontario, hereinafter called the "Applicant", for authority to reconstruct Black Road where it crosses at grade the right of way and track of the Canadian Pacific Railway Company, in the City of Sault Ste. Marie, in the Province of Ontario, at mileage 129.25 Thessalon Subdivision, as shown on Plan No. C-3235 dated September 1968, Plan WP No. 931-65 Sheet 13, date-stamped received January 13, 1969 and Plan WP No. 931-65 Sheet 4, date-stamped received January 13, 1969, all on file with the Commission under file No. 29273.

UPON reading the submissions filed; and upon the consent of the Department of Highways of the Province of Ontario -

The Railway Transport Committee of the Canadian Transport Commission hereby orders:

1. The Applicant is authorized, at its own expense, to reconstruct Black Road where it crosses at grade the right of way and track of the Canadian Pacific Railway Company, in the City of Sault Ste. Marie, in the Province of Ontario, at mileage 129.25 Thessalon Subdivision, as shown on the said Plans.
2. The said work shall be carried out in compliance with the requirements of the Committee respecting highway crossings.
3. The cost of maintenance of the said reconstructed crossing shall be paid by the City of Sault Ste. Marie.

ORDER NO. R-4875

ORDER NO. R-4875

- 2 -

4. The Canadian Pacific Railway Company shall relocate and revise the existing automatic protection at the said crossing to permit the said reconstruction, and a detailed plan of the said relocated and revised protection shall be submitted for the approval of an Engineer of the Railway Transport Committee.

5. The cost of the said relocation and revision of the automatic protection shall be paid by the Applicant.

6. Fifty per cent of the cost of maintenance and operation of the said relocated and revised automatic protection shall be paid by the City of Sault Ste. Marie and fifty per cent of the said cost shall be paid by the Canadian Pacific Railway Company.

Dated at Ottawa, this 10th day of March, 1969.

(Sgd) C.W. Rump,  
Secretary,  
Railway Transport Committee.

ORDER NO. R-4875

## APPENDIX B – COST ESTIMATE



HCRY - Huron Central Railway  
609\_177-26 XRAG - City of Sault St-Marie - Black Road - Sault St-Marie  
Mile Post : 117.26 - Subdivision Webbwood

### QUOTE FOR RAILWAY CROSSING RECONSTRUCTION

Material					Cost sharing	
Item	Quantity	Unit	Unit Price	Total	HCRY	City of Sault St-Marie
Track Materials supplied by the Contractor (see OWS quote)				- \$	- \$	- \$
Concrete panels supplied by the City				- \$	- \$	- \$
				- \$	- \$	- \$
Overhead Charges - Material (Schedule C - CTA Guide to Railway Charges 18%)				- \$	- \$	- \$
<b>Subtotal - Material</b>				- \$	- \$	- \$

Labour							Cost sharing	
Item	Quantity	Unit	Regular time rate	Overtime	Overtime rate	Total	HCRY	City of Sault St-Marie
1 Project Manager	40	Hour	50.00 \$	0	75.00 \$	2,000.00 \$	- \$	2,000.00 \$
1 Foremen	24	Hour	28.96 \$	24	43.44 \$	1,737.60 \$	- \$	1,737.60 \$
1 Signal maintainers	8	Hour	30.45 \$		45.68 \$	243.60 \$	- \$	243.60 \$
2 Trackmen	24	Hour	27.57 \$		41.36 \$	661.68 \$	- \$	661.68 \$
						- \$	- \$	- \$
						- \$	- \$	- \$
Unproductive Ratio (Schedule B - CTA Guide to Railway Charges 29%)						1,346.44 \$	- \$	1,346.44 \$
Labor Overhead Rate (Schedule B - CTA Guide to Railway Charges 63%)						3,773.27 \$	- \$	3,773.27 \$
<b>Subtotal - Labour</b>						<b>9,762.58 \$</b>	- \$	<b>9,762.58 \$</b>

Machinery					Cost sharing	
Item	Quantity	Unit	Unit Price	Total	HCRY	City of Sault St-Marie
By Contractor				- \$	- \$	- \$
				- \$	- \$	- \$
			Fuel 35%	- \$	- \$	- \$
<b>Subtotal - Machinery</b>				- \$	- \$	- \$

Vehicules					Cost sharing	
Item	Quantity	Unit	Unit Price	Total	HCRY	City of Sault St-Marie
Light Véhicule - 1 ton Pickup/Truck Hirail	88	Heures	9.00 \$	792.00 \$		792.00 \$
Medium Véhicule - 1 to 2 ton Hi-rail	8	Heures	15.13 \$	121.04 \$		121.04 \$
Heavy Véhicule - Hi-rail (3 and 5 ton, BTMF)	24	Heures	31.75 \$	762.00 \$		762.00 \$
				- \$		
			Fuel 35%	586.26 \$	- \$	586.26 \$
<b>Subtotal - Machinery</b>				<b>2,261.30 \$</b>	- \$	<b>2,261.30 \$</b>

Contracting equipment and services					Cost sharing	
Item	Quantity	Unit	Unit Price	Total	HCRY	City of Sault St-Marie
Road signage contractor						
Pavement of the road approches and transition to grade crossing surface						
Complete Grade Crossing Rehabilitation (see OWS Quote attached)	1	Actual invoice	213,689.40 \$	213,689.40 \$	- \$	213,689.40 \$
Exclusions:						
Supply and Installation of Concrete Crossing Surface with Rail Seal (By City of Sault-St-Marie)						
Delivered ballast - Rock 1 1/2" - According to HCRY specs	240	Ton	22.00 \$	5,280.00 \$	- \$	5,280.00 \$
Contract Administration Fees (Schedule D - CTA Guide to Railway Charges)		on amounts up to \$50,000	3%	1,658.40 \$		1,658.40 \$
		on amounts of \$50,000 up to \$100,000	2%	1,000.00 \$		1,000.00 \$
		on the excess of \$100,000	1%	1,136.89 \$	- \$	1,136.89 \$
<b>Subtotal - Contracting (equipment and services)</b>				<b>222,764.69 \$</b>	- \$	<b>222,764.69 \$</b>

	<b>Subtotal</b>	<b>234,788.58 \$</b>	- \$	<b>234,788.58 \$</b>
	Contingency 10%	23,478.86 \$	- \$	23,478.86 \$
	<b>Subtotal</b>	<b>258,267.44 \$</b>	- \$	<b>258,267.44 \$</b>
			- \$	
	HST (13%)	33,574.77 \$	- \$	33,574.77 \$
	<b>Total</b>	<b>291,842.21 \$</b>	- \$	<b>291,842.21 \$</b>

Only the actual cost incurred by the Railway will be rebilled as per the Guide to Railway Charges for Crossing Maintenance and Construction. The total cost of the project may be higher or lower than this estimate.



## REQUIREMENTS REGARDING FLAGGING AND CABLE LOCATION

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILWAY property at any location without giving at least FIVE (5) working days prior notice to a RAILWAY representative. If, in the opinion of the RAILWAY, the presence of an authorized representative of the RAILWAY is required to supervise any work, the RAILWAY shall charge the utility or contractor for all expenses incurred by it for such supervision. This includes all labour costs for flagmen or cable locate supplied by the RAILWAY to protect RAILWAY operations, and for the full cost of supplies, installation and later removal of any temporary supports for said tracks, as the RAILWAY's Engineer's Office may deem necessary.

The RAILWAY, however, also reserves the right to require a flagman for works on RAILWAY property when there are other conditions, or considerations that would dictate the need for a flagman to safeguard the RAILWAY's operations, property and safety of working personnel, even if the works will not take place inside RAILWAY property and if there are risks that the works will encroach, intentionally or not, its property. A cable locate of RAILWAY owned facilities may be required to identify and protect Signal & Communication cables that have been installed to provide power, signal control, wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILWAY employee.

Outside contractors are prohibited from driving on, along, or across any track that does not have an installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned. Exceptions to this rule will require the approval of a representative of the RAILWAY

**Before the start of any work/project, a flagging or cable locate form must be signed and submitted to the RAILWAY by a contractor's representative.**

### Equipment and labour rates\*:

Standard working hours for a flagman and cable locate employee are from 07:00 am to 03:00 pm, from Monday to Friday inclusively. After 03:00 pm, flagging will be invoiced overtime. Mobilization of flagmen and taxes will be invoiced in addition. Works performed without flagging will be invoiced for a minimum of 8 hours. Works that will exceed the schedule planned on the flagging form will also be invoiced overtime.

	Standard		Overtime	
Flagging	235	\$ / hour	350	\$ / hour
Cable locate	235	\$ / hour	350	\$ / hour

For any work lasting less than 4 hours (including the mobilization & demobilization of the flagman) a minimum of 4 hours will be invoiced.

For any work exceeding 4 hours (including the mobilization and demobilization of the flagman) a minimum of 8 hours will be invoiced.

In case of cancellation without giving a 24 hours prior notice (working days), a minimum of eight (8) standard hours of flagging will be invoiced.

Work during the weekend and holidays will be invoiced overtime.

Night works will be subject to an investigation depending on the situation.

\*A single amount of 1,500\$ in addition of flagging fees will be invoiced for any express request of flagging that was not made with a minimum of (5) working days prior notice + applicable taxes.

**It is mandatory to attend the information sessions** prior to the beginning of the works or when changes occur in the process of the works to ensure a well understanding of the risks concerning health and safety and how to react consequently.

Safety equipment listed below are mandatory on the railway property, at the risk of immediate expulsion:

- Safety boots;
- Safety glasses;
- Reflective vest;
- Safety helmet.

The Highway Safety Code of Ontario must be respected at all time. It is forbidden to:

- Smoke inside the buildings;
- Fight;
- Run;
- Consume or be under the influence of drugs/alcohol;
- Move on the Railway property without the approval of a flagman;
- Begin any works without the approval of a railway representative.

To report an emergency : Contact the Railway Traffic Controller (RTC) :

- Dial **1-800-890-2812**

Injury must be reported immediately to the flagman. Vehicles and buildings of RAILWAY are equipped with first aid kits. Flagman can provide first aid or assist in an emergency.

## APPENDIX C – INSURANCE REQUIREMENTS

(a) The Road Authority shall, at its expense, procure and maintain throughout the term of this Agreement, a comprehensive general form of insurance covering liability, including, but not limited to, Public Liability, Personal Injury, and Property Damage, as well as Contractual Liability in the amount of \$2,000,000 per occurrence and \$6,000,000 in the aggregate, with a deductible no greater than \$50,000. Such policies shall be endorsed to provide Waiver of Subrogation in favour of the Railway Indemnified Group and the Railway Indemnified Group shall be named as Additional Insureds. An Umbrella policy may be utilized to satisfy the required limits of liability under this section.

(b) The Road Authority shall, at its expense, procure and maintain throughout the term of this Agreement, Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage Liability.

(c) All insurance shall be placed with insurance companies licensed to do business in the province or territory in which the Tracks are located, with a current Best's Insurance Guide Rating of A- and Class VIII, or better. All coverage shall be primary and non-contributory to any insurance coverages maintained by the Railway Indemnified Group. The Road Authority shall provide Railway with, and thereafter maintain in effect, a current Certificate of Insurance, prior to commencement of this Agreement, evidencing such insurance, and such certificate of insurance must be endorsed to provide for coverage of incidents occurring within fifty (50) feet of a railway track, and any provision in the insurance policy to the contrary must be specifically deleted. Each policy shall provide that it shall not be cancelled or materially changed unless at least thirty (30) days' prior written notice of cancellation or change has been mailed by the insurance company to Railway at the address designated herein.

(d) The furnishing of insurance required by this Appendix C shall in no way limit or diminish the liability or responsibility of the Road Authority as provided under any section of this Agreement.

(e) If any policies providing the required coverage are written on a Claims-Made basis, the following shall apply:

(1) The retroactive date shall be prior to the commencement date of this Agreement and shall not be advanced during the term of this Agreement.

(2) The Road Authority shall maintain such policies on a continuous basis.

(3) If there is a change in the insurer or policies are cancelled or not renewed, the Road Authority shall purchase an extended reporting period of not less than three (3) years after the termination of this Agreement.

(4) The Road Authority shall arrange for adequate time for reporting of any loss under this Agreement.

(f) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when this Agreement was in effect and the insurance was in force.

(g) Failure to provide the required insurance coverages or endorsements or adequate reporting time shall be at the Road Authority's sole risk.

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

**BY-LAW 2022-176**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Ruscio General Contracting Ltd. for the relocation of the Mill Market.

**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 September 13, 2022, between the City and Ruscio General Contracting Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for the relocation of the Mill Market

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law. Specifications and maps to Schedule "A" are available for viewing in the Clerk's Department.

3. **EFFECTIVE DATE**

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

**PASSED** in open Council this 20<sup>th</sup> day of September, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**



# Stipulated Price Contract

2 0 2 0

## Relocation of the Mill Market

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE  
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

# CCDC 2 STIPULATED PRICE CONTRACT

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CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

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## AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on 13th day of September in the year 2022 .  
by and between the parties

The Corporation of the City of Sault Ste.Marie

hereinafter called the "Owner"

and

Ruscio General Contracting Ltd.

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

### ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the *Work* required by the *Contract Documents* for (insert below the description or title of the Work)

The Mill Market Relocation

located at (insert below the Place of the Work)

75 Brock Street, Sault Ste.Marie, Ontario

for which the Agreement has been signed by the parties, and for which (insert below the name of the Consultant)

MGP Architects.Engineer Inc.

is acting as and is hereinafter called the "Consultant" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and

- 1.3 commence the *Work* by the 31st day of August in the year 2022 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the 30th day of June in the year 2023 .

### ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

## ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

\*

\*Tender Proposal Form dated July 28, 2022

\*Letter from Ruscio General Contracting Ltd. dated August 03, 2022

\*Letter of Intent dated August 31st, 2022

\*Specifications (as listed in Table of Contents)

\*Drawings (as listed in List of Drawings)

\*Addendums #1 through #4

\*Post Tender Addendum

\* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)

## ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Two million eight hundred ninety-four thousand

/100 dollars \$ 2,894,000.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Contractor* are:

Three hundred seventy-six thousand two hundred twenty

/100 dollars \$ 376,220.00

4.3 Total amount payable by the *Owner* to the *Contractor* for the *Work* is:

Three million two hundred seventy thousand two hundred twenty

/100 dollars \$ 3,270,220.00

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

## ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* unless otherwise prescribed by *Payment Legislation* together with such *Value Added Taxes* as may be applicable to such payments,
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by  
(Insert name of chartered lending institution whose prime rate is to be used)

Royal Bank Of Canada

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

## ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

**Owner**

The Corporation of the City of Sault Ste.Marie

*name of Owner\**

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

*address*

info@cityssm.ca

*email address*

**Contractor**

Ruscio General Contracting Ltd.

*name of Contractor\**

1085 McNabb Street, Sault Ste.Marie, P6B 2A1

*address*

dave@ruscioconstruction.com

*email address*

**Consultant**

MGP Architects.Engineer Inc.

*name of Consultant\**

123 East Street, Sault Ste.Marie, P6A 3C7

*address*

mgp@mgp-arch-eng.ca

*email address*

*\* If it is intended that a specific individual must receive the notice, that individual's name shall be indicated.*

**ARTICLE A-7 LANGUAGE OF THE CONTRACT**

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.  
# Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

**ARTICLE A-8 SUCCESSION**

- 8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

**In witness whereof** the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED  
in the presence of:

**WITNESS**

\_\_\_\_\_ *signature*

\_\_\_\_\_ *name of person signing*

**WITNESS**

\_\_\_\_\_ *signature*

\_\_\_\_\_ *name of person signing*

**OWNER**

The Corporation of the City of Sault  
Ste.Marie

\_\_\_\_\_ ~~*name of Owner*~~ MAYOR - CHRISTIAN PROVENZANO

\_\_\_\_\_ ~~*signature*~~ DEPUTY CITY CLERK - MADISON ZUPPA

\_\_\_\_\_ ~~*name and title of person signing*~~

**CONTRACTOR**

Ruscio General Contracting Ltd.

\_\_\_\_\_ *name of Contractor*

\_\_\_\_\_ *signature*

\_\_\_\_\_ *name and title of person signing*

- N.B.      *Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
- (a) *proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
  - (b) *the affixing of a corporate seal, this Agreement should be properly sealed.*

## DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

### Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

### Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

### Construction Equipment

*Construction Equipment* means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

### Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

### Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

### Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

### Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

### Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK.

### Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

### Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

### Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### Owner

The *Owner* is the person or entity identified as such in the Agreement.

### Other Contractor

*Other Contractor* means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

### Payment Legislation

*Payment Legislation* means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

### Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

### Product

*Product or Products* means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

**Project**

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

**Ready-for-Takeover**

*Ready-for-Takeover* shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

**Shop Drawings**

*Shop Drawings* are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

**Specifications**

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

**Subcontractor**

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

**Substantial Performance of the Work**

*Substantial Performance of the Work* is as defined in the lien legislation applicable to the *Place of the Work*.

**Supplemental Instruction**

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

**Supplier**

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

**Temporary Work**

*Temporary Work* means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

**Value Added Taxes**

*Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

**Work**

The *Work* means the total construction and related services required by the *Contract Documents*.

**Working Day**

*Working Day* means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

## GENERAL CONDITIONS

### PART 1 GENERAL PROVISIONS

#### GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
    - the Agreement between *Owner* and *Contractor*,
    - the Definitions,
    - Supplementary Conditions,
    - the General Conditions,
    - Division 01 of the *Specifications*,
    - technical *Specifications*,
    - material and finishing schedules,
    - the *Drawings*.
  - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
  - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
  - .4 amended or later dated documents shall govern over earlier documents of the same type.
  - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
  - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.11 Physical models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

#### GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

#### GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 1.3.2 No action or failure to act by the *Owner*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **GC 1.4 ASSIGNMENT**

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

### **PART 2 ADMINISTRATION OF THE CONTRACT**

#### **GC 2.1 AUTHORITY OF THE CONSULTANT**

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

#### **GC 2.2 ROLE OF THE CONSULTANT**

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.7 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.8 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.17 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.
- 2.2.18 If the *Consultant's* engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

## **GC 2.3 REVIEW AND INSPECTION OF THE WORK**

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is required by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by others if such test or inspection is designated in the *Contract Documents*.

## **GC 2.4 DEFECTIVE WORK**

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work was incorporated in the *Work* or the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly *Other Contractors' work* destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a finding.

## **PART 3 EXECUTION OF THE WORK**

### **GC 3.1 CONTROL OF THE WORK**

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

### **GC 3.2 CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS**

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to *Other Contractors* and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of *Other Contractors* and the *Owner's* own forces with the *Work* of the *Contract*;
  - .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
  - .3 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
  - .4 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of *Other Contractors* or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and *Other Contractors* reasonable opportunity to store their products and execute their work;
  - .2 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
  - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
  - .4 report promptly to the *Consultant* in writing any apparent deficiencies in the work of *Other Contractors* or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of *Other Contractors* or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 3.2.5 Disputes and other matters in question between the *Contractor* and *Other Contractors* shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the *Other Contractors* have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any *Other Contractor* whose contract with the *Owner* contains a similar agreement to arbitrate. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

### **GC 3.3 TEMPORARY WORK**

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

### GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 The *Contractor* shall:

- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
- .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
- .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE WORK.

### GC 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

### GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
- .2 incorporate the applicable terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
- .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.6.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

### GC 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.7.3 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

### GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.

- 3.8.3 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
  - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.8.6 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.8.7 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

## **PART 4 ALLOWANCES**

### **GC 4.1 CASH ALLOWANCES**

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of the *Work* or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6 The value of the *Work* performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

### **GC 4.2 CONTINGENCY ALLOWANCE**

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

## **PART 5 PAYMENT**

### **GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

## GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

## GC 5.3 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
  - .1 The *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
  - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

## GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* application:
  - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
  - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

- 5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

## **GC 5.5 FINAL PAYMENT**

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and when the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*.

## **GC 5.6 DEFERRED WORK**

- 5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such deferred *Work*.

## **GC 5.7 NON-CONFORMING WORK**

- 5.7.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Work* or *Products* which are not in accordance with the requirements of the *Contract Documents*.

## **PART 6 CHANGES IN THE WORK**

### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

- 6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
  - .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.
- 6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

### **GC 6.2 CHANGE ORDER**

- 6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present to the *Consultant*, in a form that can be reasonably evaluated, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- 6.2.2 When the *Owner* and the *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the applications for progress payment.

### **GC 6.3 CHANGE DIRECTIVE**

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor's* cost, plus the *Contractor's* percentage fee on such net increase.
  - .2 If the change results in a net decrease in the *Contractor's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor's* cost, without adjustment for the *Contractor's* percentage fee.
  - .3 The *Contractor's* fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

#### **Labour**

- .1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
  - (1) trade labour in the direct employ of the *Contractor*;
  - (2) the *Contractor's* personnel when stationed at the field office;
  - (3) the *Contractor's* personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
  - (4) the *Contractor's* office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

#### **Products, Construction Equipment and Temporary Work**

- .2 cost of all *Products* including cost of transportation thereof;
- .3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- .4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- .5 cost of all equipment and services required for the *Contractor's* field office;

#### **Subcontract**

- .6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

#### **Others**

- .7 travel and subsistence expenses of the *Contractor's* personnel described in paragraph 6.3.7.1;
- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- .9 cost of quality assurance such as independent inspection and testing services;
- .10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .11 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
- .12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- .13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- .14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- .15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- .16 cost for removal and disposal of waste products and debris;
- .17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
  - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
  - (2) the result of the negligent acts or omissions of the *Contractor*, or
  - (3) the result of a breach of this *Contract* by the *Contractor*;
- .18 cost of auditing when requested by the *Owner*; and
- .19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor's* performance of the *Work* attributable to the *Change Directive* shall be borne by the *Contractor*.
- 6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor's* pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.
- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.
- 6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for a finding.
- 6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

#### GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* and differ materially from those indicated in the *Contract Documents*; or
  - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will promptly inform the *Owner* and the *Contractor* in writing.
- 6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

#### GC 6.5 DELAYS

- 6.5.1 If the *Contractor* is delayed in the performance of the *Work* by the *Owner*, the *Consultant*, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.2 If the *Contractor* is delayed in the performance of the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or any person employed or engaged by the *Contractor* directly or indirectly, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
  - .2 fire, unusual delay by common carriers or unavoidable casualties,
  - .3 abnormally adverse weather conditions, or

- .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *Consultant* or anyone employed or engaged by them directly or indirectly.
- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 If no schedule is made under paragraph 2.2.12 of GC 2.2 – ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- 6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
  - .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
  - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based and the *Consultant* will make a finding upon such claim.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.
- 6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

## **PART 7 DEFAULT NOTICE**

### **GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

- 7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor's* insolvency, or if a receiver is appointed because of the *Contractor's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor's* right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.1.2 If the *Contractor* neglects to perform the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
  - .1 commences the correction of the default within the specified time,
  - .2 provides the *Owner* with an acceptable schedule for such correction, and
  - .3 corrects the default in accordance with the *Contract* terms and with such schedule.

- 7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
  - .2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.
- 7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
- .1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense,
  - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
  - .3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 – WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
  - .4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.
- 7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue in force after such termination of the *Contract*.

## **GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- 7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*,
  - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
  - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
  - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.
- 7.2.5 If the *Contractor* terminates the *Contract* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

## **PART 8 DISPUTE RESOLUTION**

### **GC 8.1 AUTHORITY OF THE CONSULTANT**

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.
- 8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant's* opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

## GC 8.2 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

## GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' in effect at the time of bid closing, the parties shall appoint a Project Mediator
- .1 within 20 *Working Days* after the *Contract* was awarded, or
  - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.3.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 – ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.
- 8.3.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the rules for mediation as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
    - (1) *Ready-for-Takeover*,
    - (2) the *Contract* has been terminated, or
    - (3) the *Contractor* has abandoned the *Work*,whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.3.6.

#### **GC 8.4 RETENTION OF RIGHTS**

- 8.4.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.
- 8.4.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

### **PART 9 PROTECTION OF PERSONS AND PROPERTY**

#### **GC 9.1 PROTECTION OF WORK AND PROPERTY**

- 9.1.1 The *Contractor* shall protect the *Work*, the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors or omissions in the *Contract Documents*; or
  - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or their agents and employees.
- 9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.
- 9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner's* property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor's* expense.
- 9.1.4 Should damage occur to the *Work* or the *Owner's* property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

#### **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
  - .2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
  - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and
  - .4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

- 9.2.6 If the *Owner* and the *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.2.7 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
  - .2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and
  - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
  - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
  - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

### GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.
- 9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Owner*, through the *Consultant*, shall issue appropriate instructions for a change in the *Work* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

### GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

### GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing,
  - .2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

- .3 if the *Owner* and the *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.
- 9.5.2 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
  - .2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
  - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and
  - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould,
  - .2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY,
  - .3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and
  - .4 indemnify the *Contractor* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

## **PART 10 GOVERNING REGULATIONS**

### **GC 10.1 TAXES AND DUTIES**

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

### **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue the changes required to the *Contract Documents* as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

- 10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

### GC 10.3 PATENT FEES

- 10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.
- 10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

### GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

## PART 11 INSURANCE

### GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the requirements of which are specified in CCDC 41 'CCDC Insurance Requirements' in effect at the time of bid closing except as hereinafter provided:
- .1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
  - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
  - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the *Work*.
  - .4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
    - (1) 10 calendar days after the date of *Ready-for-Takeover*;
    - (2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; and
    - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
  - .5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Ready-for-Takeover*.
  - .6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
    - (1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except

that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;

(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*; and

(3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *Owner* or *Other Contractors*, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

.8 Contractors' Pollution Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the *Contractor* by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41.

## PART 12 OWNER TAKEOVER

### GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

.1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.

.2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.

.3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.

.4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.

.5 Make available a copy of the as-built drawings completed to date on site.

.6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.

.7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.

.8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
  - .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.
- 12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.
- 12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

## **GC 12.2 EARLY OCCUPANCY BY THE OWNER**

- 12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.
- 12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.
- 12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
  - .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
  - .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.
- 12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

## **GC 12.3 WARRANTY**

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date when *Ready-for-Takeover* has been attained.
- 12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.
- 12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.
- 12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.
- 12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

## **PART 13 INDEMNIFICATION AND WAIVER**

### **GC 13.1 INDEMNIFICATION**

- 13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
    - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose negligent acts or omissions that party is liable, or
    - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
  - .2 made by *Notice in Writing* within a period of 6 years from the *Ready-for-Takeover* date or within such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the minimum liability insurance limit for one occurrence, of the applicable insurance policy, as referred to in CCDC 41 in effect at the time of bid closing.
  - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
  - .3 In respect to indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
  - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 13.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
  - .2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 13.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based become known; and
  - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

## GC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
  - .2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;
  - .3 claims respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
  - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
  - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* under the *Contract*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

- .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;
  - .3 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – INDEMNIFICATION;
  - .4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
  - .5 claims arising pursuant to GC 12.3 – WARRANTY; and
  - .6 claims arising from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the *Ready-for-Takeover* date, provided that any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
  - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
  - .3 claims arising under GC 12.3 – WARRANTY; and
  - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an intention to claim;
  - .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
  - .3 a statement of the estimated quantum of the claim.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which such claim is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BYLAW 2022-177

**ZONING**: A bylaw to amend Sault Ste. Marie Zoning Bylaw 2005-150 concerning Short-Term Rentals (STRs).

**WHEREAS** By-law 2005-150 was enacted as a comprehensive zoning bylaw for the City of Sault Ste. Marie on October 26, 2005;

**NOW THEREFORE 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. **BYLAW 2005-150 AMENDED**

Bylaw 2005-150 is amended as follows:

**Adding to Section 1 of Bylaw 2005-150 in alphabetical order under the heading “Permitted Uses Defined”:**

#### **Short-Term Rental or STR**

The provision of a dwelling unit which is used for the temporary lodging of the travelling public for a rental period not greater than 28 consecutive days or less in exchange for payment, but does not include accommodation services or a bed and breakfast establishment as defined in the City’s Zoning Bylaw, or other short-term accommodations where there is no payment;

Bylaw 2005-150 is further amended as follows:

**Adding the permitted use of “Short-Term Rental – refer to 4.16 for additional regulations” to the following zones:**

- a. Rural Area Zone (RA)
- b. Rural Aggregate Extraction Zone (REX)
- c. Estate Residential Zone (R1)
- d. Single Detached Residential Zone (R2)
- e. Low Density Residential Zone (R3)
- f. Medium Density Residential Zone (R4)
- g. High Density Residential Zone (R5)
- h. Traditional Commercial Zone (C1)
- i. Central Commercial Zone (C2)
- j. Commercial Transitional Zone (CT2)

- k. Riverfront Zone (C3)
- l. General Commercial Zone (C4)

Bylaw 2005-150 is further amended as follows:

**Adding section 4.16 to Bylaw 2005-150:**

**4.16 REGULATION FOR STRs**

Notwithstanding any other regulations in this Bylaw, the regulations in this Section shall apply to all buildings, structures and lots containing STRs.

**4.16.1 PERMITTED NUMBER OF STRs**

Only one self-contained STR is permitted per lot, except:

- a. If the property is within a commercial zone that permits dwelling units, more specifically the following commercial zones:
  - i. Traditional Commercial Zone (C1)
  - ii. Central Commercial Zone (C2)
  - iii. Commercial Transitional Zone (CT2)
  - iv. Riverfront Zone (C3)
  - v. General Commercial Zone (C4).
- b. One of the units on the property is owner occupied.
- c. Where multiple units exist on one property, written approval of the landlord is required.
- d. Where multiple units exist within a condominium complex, written approval from the Condominium Corporation is required.
- e. Additionally, preexisting dwelling units with more than one unit being used as an STR prior to the date of passing of bylaw 2022-177 (STR added to Zoning Bylaw 2005-150) may continue to operate if:
  - i. The existing self-contained STR unit(s) adheres to all requirements of this Bylaw, the City's STR Licensing Bylaw, as amended or its successor, Fire Code, and Building Code; and,
  - ii. Use as a self-contained STR unit(s) prior to the passing of bylaw 2022-177 can be proven by financial records to the satisfaction of the Planning Department.

#### **4.16.2 NON-PERMITTED STRUCTURES**

Recreational Vehicles (RVs) and tents cannot be utilized as STRs.

#### **4.16.2 CONDITIONS TO OPERATE AN STR**

- a. Every dwelling unit must be licensed by the Corporation of the City of Sault Ste. Marie STR Licensing Bylaw, as amended, or its successor.
- b. Accommodation Services and Bed and Breakfasts are excluded from the aforesaid requirements for STRs.

## **2. EFFECTIVE DATE**

This textual amending by-law shall take effect on January 1, 2023.

**PASSED** in Open Council this 20th day of September, 2022.

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**MAYOR – CHIRSTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2022-178

**SHORT TERM RENTALS:** A by-law to license, regulate and govern short-term rentals.

**WHEREAS** Section 8(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended (the “Municipal Act”) provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on a municipality to

- (a) enable it to govern its affairs as it considers appropriate, and
- (b) enhance its ability to respond to municipal issues;

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

**AND WHEREAS** Section 10(1) of the Municipal Act provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**AND WHEREAS** subsection 10(2) of the Municipal Act provides that a municipality may pass by-laws respecting: in paragraph 5, Economic, social and environmental well-being of the municipality; in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 11 Business Licensing;

**AND WHEREAS** Section 11(2) of the Municipal Act as amended, provides that a lower-tier municipality may pass by-laws respecting health, safety and well-being of persons and protection of persons and property, including consumer protection;

**AND WHEREAS** Section 11(3) of the Municipal Act as amended, provides that a lower-tier municipality may pass by-laws respecting business licensing;

**AND WHEREAS** subsection 151(1) of the Municipal Act provides that, without limiting sections 9, 10 and 11, a municipality may provide for a system of licences with respect to a business and may,

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;

- (d) impose special conditions on a business in a class that have not been imposed on all of the businesses in that class in order to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence;
- (f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it.

**AND WHEREAS** Section 151(5) of the Municipal Act provides that subsections 151(1) to (4) apply with necessary modifications to a system of licences with respect to any activity, matter or thing for which a by-law may be passed under sections 9, 10 and 11 as if it were a system of licences with respect to a business;

**AND WHEREAS** Section 391 of the Municipal Act amended, provides for the municipality to impose fees or charges on persons for services or activities provided or done by or on behalf of it;

**AND WHEREAS** Section 425 of the Municipal Act provides that a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence;

**AND WHEREAS** Section 426 of the Municipal Act provides that no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this Act or under a by-law passed under the Act;

**AND WHEREAS** Section 429 of the Municipal Act provides for the municipality to establish a system of fines for offences under a by-law of the municipality passed under the Municipal Act;

**AND WHEREAS** Section 431 of the Municipal Act provides that if any by-law of the municipality is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the by-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order to prohibit the continuation or repetition of the offence by the person convicted;

**AND WHEREAS** Sections 444 and 445 of the Municipal Act amended, respectfully, provide for the municipality to make an order requiring a person who contravenes a by-law or who causes or permits the contravention or the owner or occupier of land on which a contravention occurs to discontinue the contravening activity or do work to correct a contravention;

**AND WHEREAS** the Council of the City of Sault Ste. Marie deems the licensing of short-term rental brokerages and owners and the regulation of all related activity to be in the interest of public safety, community well-being and nuisance control;

**NOW THEREFORE** the Council of the Corporation of the City of Sault Ste. Marie enacts this Bylaw to license short-term rental brokerages and owners and to regulate all related activity within the jurisdictional boundaries of the City of Sault Ste. Marie.

## **1. APPLICABILITY AND SCOPE**

(1) This Bylaw applies to all:

- (a) Short-Term Rental Brokerages that Operate within the jurisdictional boundaries of the City of Sault Ste. Marie;
- (b) Short-Term Rental Owners that Operate a Short-Term Rental within the jurisdictional boundaries of the City of Sault Ste. Marie;
- (c) Persons acting as Short-Term Rental Operators within the jurisdictional boundaries of the City of Sault Ste. Marie;
- (d) Dwelling Units used as Short-Term Rentals within the jurisdictional boundaries of the City of Sault Ste. Marie; and
- (e) Each Dwelling Unit within the jurisdictional boundary of Sault Ste. Marie must benefit from a licence under this Bylaw.

(2) This Bylaw does not apply to:

- (a) Accommodation Services as set out in the City's Zoning Bylaw;
- (b) Bed-and-Breakfast Establishments as set out in the City's Zoning Bylaw;
- (c) accommodations rented out to tenants in accordance with the *Residential Tenancies Act*, 2006, S.O. 2006, c. 17;
- (d) retirement homes licensed under the *Retirement Homes Act*, 2010, S.O. 2010, c. 11.

## **2. DEFINITIONS AND INTERPRETATION**

**"Applicant"** means a person applying for a licence or renewal of a licence thereof under this Bylaw;

**"Authorized Agent"** means a person duly appointed and that may provide proof satisfactory to the Clerk that they act for a person, a partnership, or corporation;

**"City"** means the Corporation of the City of Sault Ste. Marie;

**"Council"** means the Council of the City of Sault Ste. Marie;

**"Clerk"** means the City Clerk for the Corporation of the City of Sault Ste. Marie, a delegate or assigned;

**"Dwelling Unit(s)"** means a place of residence with one or more habitable rooms containing separate kitchen and bathroom facilities for private use as a single housekeeping unit;

**“Licence”** means the certificate issued under this Bylaw as proof of licensing under this Bylaw;

**“Licensee”** means a person licensed under this Bylaw or a person required to be licensed under this Bylaw;

**“Officer”** means the Sault Ste. Marie Police Service and the City’s Municipal Bylaw Enforcement Officer(s), or a designate responsible for the enforcement of this Bylaw;

**“Person(s)”** includes an individual, partnership, corporation, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law;

**“Short-Term Rental” or “STR”** means the provision of a dwelling unit which is used for the temporary lodging of the travelling public for a rental period not greater than 28 consecutive days or less in exchange for payment, but does not include accommodation services or a bed and breakfast establishment as defined in the City’s Zoning Bylaw, or other short-term accommodations where there is no payment;

### **3. PROHIBITIONS**

- (1) No person shall operate or carry on the business of a STR or permit a person to carry on the business, or hold themselves out as being licensed to carry on the business of a STR:
  - (a) without a licence to do so issued under this Bylaw;
  - (b) under any other name than the one endorsed on their licence issued under this Bylaw; or
  - (c) except in accordance with the regulations of this Bylaw.
- (2) No person shall,
  - (a) transfer or assign a licence issued under this Bylaw;
  - (b) obtain a licence by providing mistaken, false or incorrect information;
  - (c) enjoy a vested right in the continuance of a licence and upon the issue, renewal, transfer, cancellation or suspension thereof, the licence shall be the property of the City;
  - (d) advertise an STR available within the city of Sault Ste. Marie municipal boundary without a licence;
  - (e) operate or advertise an STR from a recreation vehicle or tent available within the city of Sault Ste. Marie municipal boundary.

#### **4. LICENSING REQUIREMENTS**

##### **4.1 Application Requirements**

- (1) Where the applicant is a corporation, the application for a STR licence or the application for a renewal of STR licence shall be made by a duly authorized director or officer of that corporation.
- (2) Where the applicant is a partnership, the application for a STR or the application for renewal of STR licence shall be made by one or more of the partners.
- (3) Applicants for a STR licence or renewal of STR licence must:
  - (a) in the case of individuals, be permanent residents in Canada;
  - (b) in the case of a partnership, have at least one partner be either a permanent resident in Canada or a corporation incorporated in Canada;
  - (c) in the case of a corporation, be incorporated in Canada.
- (4) Applicants are required, in accordance with the City's Municipal Transient Accommodation Tax (MAT) Bylaw, to collect the municipal accommodation tax on behalf of any dwelling unit licenced in their or its name in accordance with this Bylaw and must be registered with the City to do so prior to making any application for a STR licence under this Bylaw.
- (5) Despite section 4.1(1) and 4.1(2) above, an application for a STR Licence or an application for renewal of a STR licence thereof may be made in person by an authorized agent, provided that they have written authorization to do so from the applicant and provides one piece of Canadian government photo identification, both to the satisfaction of the Clerk.
- (6) Every person making application for a STR licence under this Bylaw shall submit the following to the Clerk:
  - (a) a completed application for a Licence in the form prescribed by the Clerk, signed by the applicant or an authorized agent for the applicant;
  - (b) the applicable fees as set out in the City's User Fee Bylaw;
  - (c) where the applicant is a corporation, the complete articles of incorporation, including the names and addresses of all directors and officers of the corporation, as at the time of application;
  - (d) where the applicant is a partnership, a copy of the record of registration of the partnership under the *Business Names Act*, R.S.O.1990, c.B.17 or the *Limited Partnerships Act*, R.S.O. 1990, c.L.16;
  - (e) a listing of every STR being made available within the jurisdictional boundaries of the city of Sault Ste. Marie, as at a date no less than seven (7) days from the date of application for a licence;

- (f) proof of valid general liability commercial insurance in the amount of at least \$2,000,000 and be suitable to the Clerk;
  - (g) a criminal record check for the named applicant, to wit review of relevant infections for which a pardon was not granted will be assessed by the Clerk;
  - (h) any other information required to be provided under this Bylaw or as may be requested by the Clerk.
- (7) At the time of renewal, every person shall re-submit the above required documents to the satisfaction of the Clerk.
- (8) Receipt of the application for a STR licence or the application for a renewal of STR licence shall not constitute approval of the application for, or renewal of a licence, nor shall it obligate the Clerk to issue or renew any such licence.

#### **4.2 Powers of the Clerk**

- (1) The Clerk shall:
- (a) receive and process all applications for STR and applications for renewal of STR licences to be issued under this Bylaw;
  - (b) issue licences and renew licences, either conditionally or unconditionally, to any person who meets the requirements of this Bylaw except where:
    - i. the conduct of an applicant affords reasonable grounds for belief that the applicant or authorized agent for the applicant has not carried on, or will not carry on the business in accordance with the law;
    - ii. there are reasonable grounds for belief that the carrying on of the business may be adverse to the public interest; or
    - iii. the applicant is indebted to the City in respect of fines, penalties, judgments, outstanding property taxes, or any other amounts owing, proof of the contrary to be provided by the applicant;
  - (c) with respect to subsection (1)(b)(ii.), include in the Clerk's consideration, any record of offence that is less than (3) years and relevant to the nature of the business, or any record of offence that directly affects the applicant's or licensee's ability to competently and responsibly carry on the business;
  - (d) make or cause to be made all investigations deemed necessary relative to the applicable application so received;
  - (e) maintain complete records showing all applications and licences issued;
  - (f) may revoke or suspend a licence in accordance with Section 6 of this Bylaw; and
  - (g) generally perform all the administrative functions conferred upon them by this Bylaw.
- (2) Licences issued pursuant to this Bylaw are conditional on compliance by the licensee with all municipal Bylaws, including, but not limited to, the City's Zoning Bylaw, the City's Property Standards Bylaw, the City's Noise Bylaw, and

compliance with all Provincial and Federal legislation. A confirmed violation of any of the aforesaid legislation and Bylaws shall result in the revoking of a license.

#### **4.3 Licensee's Responsibilities**

- (1) Any person operating or carry-on business as an STR shall make available to all occupants a copy of the house rules, stating the exclusive items as listed in the City's STR Licensing Guidelines, and include but not be limited to stating the City noise curfew as set out in the City's Noise Bylaw.
- (2) Any person operating or carry-on business as an STR shall post a copy of their STR Licence in an area plainly visible to anyone approaching a point of entry to the dwelling unit.

#### **5. TERM OF LICENCE**

- (1) A licence issued under the provisions of this Bylaw shall expire on the third (3rd) calendar year after being issued. Therefore a license obtain by March 1, 2023 will expire on December 31, 2026 and need to be renewed between January 1, 2027 and before March 1, 2027 for the licensed STR and licensee to continue to be in good standing within the City. Delayed renewal may result in non-issuance by the Clerk.

#### **6. REVOCATION AND SUSPENSION**

- (1) The Clerk may revoke or suspend a licence where:
  - (a) the licensee would be disentitled to a licence or a renewal of a licence for the reasons set out in this Bylaw;
  - (b) the licensee has failed to comply with the regulations required by this Bylaw, any other City Bylaws, including but not limited to Municipal Accommodation Tax Bylaw, Property Standards Bylaw, any law; or
  - (c) the licence was issued in error.
- (2) If the Clerk is satisfied that the continuation of the licence poses an immediate danger to the health or safety of any person, may, for the time and such conditions as are considered appropriate and without a hearing, suspend a licence for not more than 14 days, and, prior to suspending the licence, shall provide the licensee with the reasons for the suspension in writing or orally, with an opportunity for the applicant to respond.
- (3) The decision to revoke or suspend a license, except for under the conditions stated in 6(2), is final.

## **7. ADMINISTRATION AND ENFORCEMENT**

### **7.1 Enforcement Agency**

- (1) The Sault Ste. Marie Police Service and the City's Municipal Bylaw Enforcement Officer(s), or a designate, shall be responsible for the enforcement of this Bylaw.

### **7.2 Inspections and Re-inspections**

- (1) The Sault Ste. Marie Police Service, a Municipal Bylaw Enforcement Officer or any person acting under those persons, or any person authorized by the City may at reasonable times during business hours inspect as much of any place or premises carrying on any business in respect of which a person has or is required to have a Licence.
- (2) When a re-inspection is required to confirm compliance with the provisions of this Bylaw or any other Bylaw, a fee in the amount set out in the City of Sault Ste. Marie's User Fee Bylaw shall be charged.
- (3) No person shall obstruct or hinder, or attempt to obstruct or hinder, an officer, in the exercise of a power or the performance of a duty under this Bylaw.
- (4) No person shall refuse to produce any documents or things required by an officer under this Bylaw, and every person shall assist any entry, inspection, examination, or inquiry by an officer.
- (5) No person shall knowingly furnish false information to the City or an officer with respect to this Bylaw.

### **7.3 Officers Right of Access**

- (1) An officer may enter upon and within, and inspect any land, property, building or structure at any time to determine if any section of this by-law is complied with, or to determine if any direction, notice or order issued pursuant to this Bylaw or the Municipal Act or any court has been complied with, or to perform any remedial work authorized by this Bylaw.
- (2) Notwithstanding subsection 7.1 (1), an officer shall not enter or remain in any room or place actually used as a dwelling unit unless the provisions of Section 437 of the Municipal Act are complied with.
- (3) An officer shall have inspection powers described in Section 436 of the Municipal Act.

#### **7.4 Orders, Notice, and non-compliance**

- (1) Where person or licensee is in contravention of any provision of this Bylaw or another City Bylaw, an officer, in addition to any other action, may send a notice, in the form of a letter or email, to the applicant or licensee, describing the contravention.
- (2) Any notice or direction given under this Bylaw shall be deemed good and sufficient service if:
  - (a) personally delivered to the person to whom it is directed;
  - (b) provided by a previously established electronic means of communication;
  - (c) mailed by ordinary or registered mail, and delivery to the mailing address of the applicant, licensee, or owner of the property (according to the last revised assessment roll of the property), or
  - (d) by being posted on the subject property.
- (3) Where any person fails to comply with an order issued, in addition to any prosecutorial action or legal remedies, the Clerk shall forthwith suspend the licensee's STR licence.

#### **7.5 Offences and Penalties**

- (1) Every person who contravenes any of the provisions of this Bylaw, and every director of a corporation who concurs in such contravention by the corporation is guilty of an offence and on conviction liable to a fine not exceeding \$25,000 for a first offence and \$50,000 for any subsequent offence.
- (2) Where a corporation is convicted of an offence under this Bylaw, the maximum penalty is \$50,000 for a first offence and \$100,000 for any subsequent offence.
- (3) For the purposes of this section, a separate violation shall be deemed to have been committed for each and every day during which such violation continues, and conviction in respect of a violation shall not operate as a bar to further prosecution if such violation continues.
- (4) The Court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order prohibiting the continuation or repetition of the offence by the person convicted, and such order shall be in addition to any other penalty imposed on the person convicted.
- (5) Pursuant to Section 447 of the Municipal Act, where an owner is convicted of knowingly carrying on or engaging in a business in respect of any premises or any part of any premises without a licence required by this Bylaw, or a person is convicted of any other contravention of this Bylaw and the court determines that the applicant, licensee, or owner of the premises or part of the premises in respect

of which the conviction was made knew or ought to have known of the conduct which formed the subject-matter of the conviction or of any pattern of similar conduct, the court may order that the premises or part of the premises be closed to any use for a period not exceeding two (2) years.

## **8. COLLECTION OF UNPAID FINES**

- (1) Pursuant to Section 441 of the Municipal Act, if any part of a fine for a contravention of a business licensing by-law remains unpaid after the fine becomes due and payable under Section 66 of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, including any extension of time for payment ordered under that Section, the City may give the person against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than 21 days after the date of the notice. If the fine remains unpaid after the final date specified in the notice, the fine is deemed to be unpaid taxes pursuant to Section 351 of the Municipal Act and may be added to the person's tax roll and collected in the same manner as property taxes.

## **9. ENACTMENT**

### **9.1 Interpretation**

- (1) In this Bylaw, unless the context otherwise requires, words importing the singular member shall include the plural.
- (2) Reference in this Bylaw to any legislation or City Bylaw means as may be amended or replaced from time to time, and include any regulations thereunder.

### **9.2 Conflict**

- (1) In the case of a conflict between the provisions of this Bylaw and any other City Bylaw, the more stringent provision shall prevail.

### **9.3 Severances**

- (1) If any section, subsection, sentence, clause, phrase or provision of this Bylaw is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of the bylaw. The City hereby declares that it would have passed this Bylaw and each section, subsection, sentence, clause, phrase and provision herein, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or provisions be declared invalid.

**9.4 Title**

- (1) This Bylaw may be known as the “STR Licensing Bylaw”.

**9.5 Effective Date**

- (1) This Bylaw shall be effective on January 1<sup>st</sup>, 2023. Any STR, as defined within this Bylaw and the City’s Zoning Bylaw, within the city of Sault Ste. Marie shall have until March 1, 2023 to be in possession of a fully issued and valid STR licence and be in compliance with all requirements within this Bylaw and other applicable City Bylaws.
- (2) The process of obtaining a licence from the Clerk includes the dwelling unit be inspected by the City’s Fire and Building Department, therefore its recommended that any applicant initiate the application process as soon as possible upon the date of passing of this Bylaw and thereafter upon renewal of any 3<sup>rd</sup> year anniversary/expiration of a licence.

**PASSED** in open Council this 20<sup>th</sup> day of September, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2021-101

**LANE CLOSING & CONVEYANCE:** A by-law to stop up, close and authorize the conveyance of a lane in the Harris & Buckley Subdivision, Plan M30.

**WHEREAS** the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2021-100;

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

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

The lane more particularly described as PT PIN 31590-0276 (LT) 12 FT LANE PL M30 KORAH ALONG LT 203 ONLY; CITY OF SAULT STE. MARIE, Harris & Buckley Subdivision, Plan M30, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. **EXECUTION OF DOCUMENTS**

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

3. **EASEMENTS TO BE RETAINED**

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

4. **EFFECTIVE DATE**

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

**READ** the **FIRST** and **SECOND** time in open Council this 31<sup>st</sup> day of May, 2021.

  
MAYOR - CHRISTIAN PROVENZANO

  
CITY CLERK – RACHEL TYCZINSKI

**LANE CLOSING:** (MAP 55) A by-law to stop up, close and authorize the conveyance of part of a lane in the Harris and Buckley Subdivision, Plan M30, PART PIN 31590-0276 (LT) PART 12 FT LANE PL M30 KORAH BEING PART 1 PLAN 1R13982.

READ the THIRD time in open Council and passed this 20<sup>th</sup> day of September, 2022.

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MAYOR – CHRISTIAN PROVENZANO

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LEGAL\STAFF\COUNCIL\BY-LAWS\1951-2021\2021\2021-101 THIRD READING.DOCX

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