



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

Tuesday, February 21, 2023

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
<b>1. Land Acknowledgement</b>	
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.	
<b>2. Adoption of Minutes</b>	14 - 50
Mover Councillor L. Dufour Secunder Councillor M. Bruni Resolved that the Minutes of the Regular and Budget Council Meetings of January 30, 2023 and Budget Meeting of February 13, 2023 be approved.	
<b>3. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>	
<b>4. Declaration of Pecuniary Interest</b>	
<b>5. Approve Agenda as Presented</b>	
Mover Councillor L. Vezeau-Allen Secunder Councillor S. Kinach Resolved that the Agenda for February 21, 2023 City Council Meeting as presented be approved.	

<b>6.</b>	<b>Proclamations/Delegations</b>	
<b>6.1</b>	<b>Heritage Week</b>	51 - 51
<b>6.2</b>	<b>Algoma University</b>	52 - 61
	Asima Vezina, President	
<b>7.</b>	<b>Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda</b>	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor S. Kinach	
	Resolved that all the items listed under date February 21, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.	
<b>7.1</b>	<b>2022 Council Remuneration and Expenses</b>	62 - 70
	A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.	
	Mover Councillor L. Dufour	
	Seconder Councillor S. Kinach	
	Resolved that the report of the Chief Financial Officer and Treasurer dated February 21, 2023 concerning 2022 Council Remuneration and Expenses and employee travel expenses be received as information.	
<b>7.2</b>	<b>Uniform Acquisitions – Fire Services</b>	71 - 72
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor L. Dufour	
	Seconder Councillor S. Kinach	
	Resolved that the report of the Manager of Purchasing dated February 21, 2023 concerning Uniform Acquisitions – Fire Services be received and that KLE Canada Inc. provide the services as required by the Sault Ste Marie Fire Services commencing March 1, 2023 for a period of up to five years by mutual agreement.	
<b>7.3</b>	<b>GFL Memorial Gardens Stair Improvements</b>	73 - 76
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	Mover Councillor L. Vezeau-Allen	
	Seconder Councillor M. Bruni	
	Resolved that the report of the Manager of Purchasing dated February 21,	

2023 concerning GFL Memorial Gardens Stairwell Improvements be received and that S & T Electrical Contractors Ltd. be approved to complete the work as requested by Arenas Division – Community Development and Enterprise Services;

Further that the shortfall amount \$91,000 be funded reallocating 2020 unused capital funds from JRCC HRV-3 mechanical systems replacement project; and

Further that the City’s Consultant (IDEA Inc.) be authorized to issue a letter of intent to S & T Electrical Contractors Ltd. to commence mobilization for the Project.

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

**7.4 2023 Arts and Culture Assistance Grants – Early Intake**

77 - 81

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated February 21, 2023 concerning 2023 Arts and Culture Assistance Program Grants – Early Intake be received and that the following grants be approved:

1. Art Speaks Project – \$10,988
2. Drawing Club – \$2,079
3. Fringe North – \$21,692
4. Handsome Sandwich – \$1,699
5. Rapp Bingo – \$1,774
6. Living History Algoma – \$3,004
7. Thinking Rock Community Arts – \$8,057
8. The Klub – \$8,167

**7.5 Green Initiatives Program Applications**

82 - 85

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Sustainability Coordinator dated February 21, 2023 concerning Green Initiatives Program Applications be received and that the following applications be approved:

1. F.H Clergue Public School – Tree Planting Project – \$5,479.10

2. Clean North – Sault Area Hospital Tree Planting Project – \$9,259.81

**7.6 Outside Agency Grant Agreements 2023 86 - 87**

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

The relevant By-laws 2023-18, 2023-19, 2023-20, 2023-21, 2023-22 and 2023-23 are listed under Agenda item 12 and will be read with all by-laws under that item.

**7.7 Twin Pad Grand Opening Update 88 - 99**

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Director of Community Services dated February 21, 2023 concerning Twin Pad Arena – Grand Opening Update be received as information.

**7.8 Mill Market Funding Update 100 - 103**

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

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated January 9, 2023 be received and City Council authorize an increase to the Mill Market project budget of \$ 3,817,359;

Further that Council authorize staff to provide a loan to the Mill Market for booth construction costs of up to \$350,000 and request staff bring back a loan agreement for approval at a future Council meeting (pending NOHFC decision);

Further that Council authorize a change order to increase the project by \$270,000 to provide an increase to the project contingency;

Further that \$708,089 be returned to the Asset Management reserve; \$335,149 returned to Uncommitted Capital Transportation Funds;

Further that Council authorize an increase of \$43,859 to the agreement with MGP Architects and Engineer, Inc. for the project;

Further that Council authorize staff to apply as a co-applicant with the Mill Market to the Northern Ontario Heritage Fund.

**7.9 Transit Bus Advertising 104 - 105**



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

The relevant By-law 2023-26 is listed under Agenda item 12 and will be read with all by-laws under that item.

**7.10 Municipal Law and By-Law Enforcement Officers 106 - 107**

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

The relevant By-laws 2023-27 and 2023-28 are listed under Agenda item 12 and will be read with all by-laws under that item.

**7.11 Yates Avenue – Trimount Construction Group Additional Property Request 108 - 110  
162 Yates Ave.**

A report of the Director of Economic Development is attached for the consideration of Council.

The relevant By-law 2023-24 is listed under Agenda item 12 and will be read with all by-laws under that item.

**7.12 Parking on Morrison Avenue 111 - 112**

A report of the Manager of Traffic and Communications is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

Resolved that the report of the Manager of Traffic and Communications dated February 21, 2023 concerning Parking on Morrison Avenue be received as information.

**7.13 Insurance Program Renewal – 2023-2024 113 - 117**

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Risk Manager dated February 21, 2023 concerning the Insurance Program Renewal – policy period 2023-2024 be received and that Council authorize the Legal Department to bind coverage for the City in accordance with Intact’s Municipal Insurance Program renewal documents which establishes the premium payable as \$1,629,291 plus applicable taxes as well as the Facility User Solution coverage in the amount of \$14,025 plus applicable taxes.

**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
- 8.5 Fire Services
- 8.6 Legal
- 8.7 Planning

8.7.1 A-1-23-Z.OP 690 Black Road (Scott Wolowich)

118 - 132

Mover Councillor L. Dufour

Secunder Councillor M. Bruni

Resolved that the report of the Planner dated February 21, 2023 concerning Application A-1-23-Z.OP be received and that Council approve this application in the following manner:

Amend the Official Plan by way of a notwithstanding clause (OPA 245) to permit a single-detached dwelling upon the industrially designated property.

Rezone 690 Black Road from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a Special Exception to:

1. Permit, in addition to the uses permitted in an RA Zone, a repair and maintenance shop for hand-held power tools, air tools and other hand-held tools.
2. Increase the rear yard setback for any sensitive use, including but not limited to a residential dwelling, from locating within 100m of the rear lot line.
3. Apply the Rural Area Zone (RA) building regulations for a single-detached dwelling to the tool and repair shop, excluding the rear yard setback requirement as described in #2.
4. Reduce the setback for a commercial vehicle from 15 metres to 5 metres from any side lot line.

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

8.8 Boards and Committees

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

## 9.1 Support for Ukraine

Mover Councillor S. Kinach

Seconder Councillor M. Bruni

Whereas the February 24, 2023, marks the one anniversary of the illegal and unprovoked invasion of Ukraine by Russia; and

Whereas Russia's actions are considered by many to have crossed the threshold of being war crimes, and include illegal actions such as the bombing of hospitals, national historic sites, leveling cities and villages and raiding museums of cultural importance; and

Whereas Sault Ste Marie has welcomed nearly 100 people displaced by this illegal war this year and is welcoming more every month; and

Whereas Ukrainians and Ukrainian diaspora have been an integral part of the diversity in Sault Ste. Marie for over a 100 years; and

Whereas it is every citizen's and government's duty to stand for peace, freedom and democracy;

Now Therefore Be it Resolved that the City of Sault Ste Marie and Council show support and solidarity with Ukraine and the Ukrainian people in their time of hardship and suffering at the hands of Russia; and that Council recognize that all people of Sault Ste. Marie stand together with Ukraine until the end of the war; and that Council urges the Government of Canada to support Ukraine morally, economically, financially and militarily until the resolution of the war in a manner agreeable to Ukrainians.

## 9.2 Support for Bill 5 – Stopping Harassment and Abuse by Local Leaders Act

Mover Councillor A. Caputo

Seconder Councillor L. Vezeau-Allen

Whereas municipally elected leaders do not have an appropriate accountability structure when it comes to perpetrating violence and harassment in the workplace; and

Whereas a fundamental, underlying principle of broadening diversity, equity and inclusion in politics rests on the assumption that the workplace is safe; and

Whereas Bill 5, the *Stopping Harassment and Abuse by Local Leaders Act* would require Councillors to comply with the workplace violence and harassment policies of the municipality they represent, permit municipalities to direct the Integrity Commissioner to apply to the court to vacate a member's seat for failing to comply with the municipality's workplace violence and harassment policies as well as restrict officials whose seat has been vacated from seeking immediate subsequent re-election; and

Whereas over 20 municipalities have formally endorsed and communicated public support for Bill 5; and

Whereas Bill 5 would both hold accountable and protect all municipal officials;

Now Therefore Be It Resolved that Sault Ste. Marie City Council express its support for Bill 5, *Stopping Harassment and Abuse by Local Leaders Act*;

Further that this resolution be circulated to the Hon. Doug Ford, Premier of Ontario, Ross Romano, MPP for Sault Ste. Marie, the Association of Municipalities of Ontario, and MPP Stephen Blais (Orleans).

### **9.3 Anti-Hate Advisory Committee**

Mover Councillor A. Caputo

Seconder Councillor C. Gardi

Whereas an Anti-Hate Advisory Committee would raise awareness and organize education on hate and action on anti-hate in Sault Ste. Marie; and

Whereas being an active participant in anti-hate education and activities is necessary to being a true ally and welcoming community; and

Whereas instances related to diversity, discrimination, hate and extremism, racial equity, anti-Black racism, racism against Indigenous peoples, homophobia, xenophobia, Islamophobia, anti-semitism, and the lived experiences of persons of colour need to be recognized and addressed in order for us to continue on the path of being a welcoming and progressive community; and

Whereas implementing an anti-hate advisory committee would complement existing structures and further show our commitment to ensuring equitable engagement as well as continuing to welcome and embrace diverse groups.

Now Therefore Be It Resolved that staff initiate discussions with diverse groups and report back to Council with recommendations on the creation of an Anti-Hate Committee, the structure for said committee, and the potential outcomes from the work of said committee.

### **9.4 Downtown Parking Passes with Limited Time**

Mover Councillor S. Hollingsworth

Seconder Councillor A. Caputo

Whereas retailers on Queen street realize the importance of making parking safe, efficient and easily accessible, especially in front of their store; and

Whereas parking can impact a retailer's business and the customer experience; and

Whereas the City of Sault Ste. Marie continues to review ideas to create a positive environment when it comes to offering parking along Queen street

that meets the needs of the merchant and customer; and

Whereas it is important to offer parking on Queen street with specific restrictions that will ensure parking will not be abused; and

Whereas sometimes the best solution or idea comes directly from a retailer that understands customers and retailers needs around parking and it should be the responsibility of council to review an idea to determine if the solution is feasible;

Now Therefore Be It Resolved that staff interview retailers and the Downtown Association to develop a pilot on implementing a downtown parking pass for Queen Street that includes restrictions such as a maximum amount of time and possible discount for monthly passes that can be easily displayed in the individual's car. Staff will provide council with options no later than June 1, 2023 that can be implemented for this summer.

## **9.5 Fruit Bearing Trees**

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Whereas the City of Sault Ste Marie is committed to planting trees annually; and

Whereas fruit bearing trees can help to combat food security issues and bring forth opportunities for education regarding the origins of food and how to grow it; and

Whereas planting fruit bearing trees could create potential community growth and development, including events to pick and bring home fruit, education sessions on growing, cooking classes and more;

Now Therefore Be It Resolved that appropriate staff be requested to review and report back to Council regarding the feasibility of procurement and planting of fruit bearing trees within the City as part of the City's current new tree allotment.

## **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 L. Dufour

Seconder Councillor S. Kinach

Resolved that all By-laws under item 12 of the Agenda under date February 21, 2023 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 2023-18 (Agreement) The Art Gallery of Algoma Outside Agency Grant** 133 - 142
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor L. Dufour  
 Secunder Councillor M. Bruni  
 Resolved that By-law 2023-18 being a by-law to authorize the execution of the agreement between the City and The Art Gallery of Algoma for a grant in the amount of \$298,550 to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors be passed in open Council this 21st day of February, 2023.
- 12.1.2 By-law 2023-19 (Agreement) Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. Outside Agency Grant** 143 - 152
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor L. Dufour  
 Secunder Councillor M. Bruni  
 Resolved that By-law 2023-19 being a by-law to authorize the execution of the agreement between the City and Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. for a grant to assist with reducing the cost of policing and paying rewards be passed in open Council this 21st day of February, 2023.
- 12.1.3 By-law 2023-20 (Agreement) Algoma University Outside Agency Grant** 153 - 162
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor L. Dufour  
 Secunder Councillor M. Bruni  
 Resolved that By-law 2023-20 being a by-law to authorize the execution of the agreement between the City and Algoma University for a grant in the amount of \$40,000 to assist in the provision of financial scholarships for local students and marketing and recruitment initiatives be passed in open Council this 21st day of February, 2023.
- 12.1.4 By-law 2023-21 (Agreement) Soo Pee Wee Arena Outside Agency Grant** 163 - 172
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor L. Dufour  
 Secunder Councillor M. Bruni  
 Resolved that By-law 2023-21 being a by-law to authorize the execution of

the agreement between the City and Soo Arena Association (o/a Soo Pee Wee Arena) for a grant equal to the total annual municipal and education property taxes for the residential class assessed value once taxes are paid in full be passed in open Council this 21st day of February, 2023.

**12.1.5 By-law 2023-22 (Agreement) Canadian Bushplane Heritage Centre Outside Agency Grant** 173 - 183

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2023-22 being a by-law to authorize the execution of the agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre for a grant in the amount of \$175,000 to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 21st day of February, 2023.

**12.1.6 By-law 2023-23 (Agreement) Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society Museum Outside Agency Grant** 184 - 193

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2023-23 being a by-law to authorize the execution of the agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to \$260,000 to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area be passed in open Council this 21st day of February, 2023.

**12.1.7 By-law 2023-24 (Property Sale) Part of Yates Avenue - Trimount Construction** 194 - 195

A report from the Director of Economic Development is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2023-24 being a by-law to declare the City owned property legally described as Part PIN 31609-0384 (LT) being part of Yates Avenue and more particularly described on Schedule "A" attached as surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to Trimount Construction Group Inc. or as otherwise directed be passed in open Council this 21st day of February, 2023.

- 12.1.8 By-law 2023-26 (Agreement) 2601202 Ontario Ltd. O/A Northern Transit and Arena Advertising Agency (NTAAA)** 196 - 198
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor L. Dufour  
 Secunder Councillor M. Bruni  
 Resolved that By-law 2023-26 being a by-law to authorize the execution of the amending agreement between the City and 2601202 Ontario Ltd. O/A Northern Transit and Arena Advertising Agency (NTAAA) for the provision of selling advertising on City transit buses be passed in open Council this 21st day of February, 2023.
- 12.1.9 By-law 2023-27 (Parking) Municipal Law Enforcement Officers (By-law 90-305)** 199 - 202
- A report from the Manager of Transit and Parking is on the Agenda.
- Mover Councillor L. Dufour  
 Secunder Councillor M. Bruni  
 Resolved that By-law 2023-27 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 21st day of February, 2023.
- 12.1.10 By-law 2023-28 (Parking) Municipal By-law Enforcement Officers (By-law 93-165)** 203 - 205
- A report from the Manager of Transit and Parking is on the Agenda.
- Mover Councillor L. Dufour  
 Secunder Councillor M. Bruni  
 Resolved that By-law 2023-28 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 21st day of February, 2023.
- 12.1.11 By-law 2023-29 (Agreement) TULLOCH Engineering Inc. 2023 Aqueduct Repairs** 206 - 233
- Council report was passed by resolution on December 12, 2022.
- Mover Councillor L. Dufour  
 Secunder Councillor M. Bruni  
 Resolved that By-law 2023-29 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. for design and contract administration for the 2023 Aqueduct Repairs contract be passed in open Council this 21st day of February, 2023.



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**

Mover Councillor L. Dufour

Secunder Councillor S. Kinach

Resolved that this Council move into closed session to consider one item concerning a proposed disposition of land;

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)*

15. **Adjournment**

Mover Councillor L. Dufour

Secunder Councillor M. Bruni

Resolved that this Council now adjourn.



## REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, January 30, 2023

4:30 pm

Council Chambers and Video Conference

Present: Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor S. Spina

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, C. Rumiel, N. Ottolino, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, S. Facey, E. Cormier

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### 1. Land Acknowledgement

### 2. Medal of Merit Award 2022 – Dr. Gary Sibbald

Dr. Gary Sibbald was in attendance to receive the 2022 Medal of Merit.

Darrell Boissoneau was in attendance to perform a smudging ceremony.

### 3. Adoption of Minutes

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of January 9, 2023 and the Budget Meeting of January 23, 2023 be approved.

**Carried**

**4. Declaration of Pecuniary Interest**

**4.1 Mayor M. Shoemaker – Zoning Appeal – 130 Wellington Street East**

Property owner is a client of law firm.

**5. Approve Agenda as Presented**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the Agenda and Addendum #1 for January 30, 2023 City Council Meeting as presented be approved.

**Carried**

**6. Proclamations/Delegations**

**6.1 Missing and Murdered Indigenous Women, Girls, 2 Spirit and Gender Diverse Persons Memorial Day**

Jennifer Syrette, Executive Director, Nimkii-Naabkawagan Family Crisis Centre was in attendance.

**6.2 Black History Month**

Jane Omollo and Dave Mornix were in attendance.

**6.3 Lake Superior Watershed Conservancy**

Joanie McGuffin, Executive Director was in attendance.

**6.4 Kiwanis Clubs – Rosedale Park**

Jim St. Jules, President, and Serge Viau, Treasurer, were in attendance.

**6.5 Bon Soo**

Jeany White, Manager and Mr. Bon Soo were in attendance.

**6.6 Greenhouse Gas Inventory Update**

E. Cormier, Sustainability Coordinator was in attendance regarding Agenda item 8.3.2.

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that all the items listed under date January 30, 2023 – Agenda item 7 – Consent Agenda be approved as recommended save and except agenda item 7.4 and 7.14.

**Carried**

## **7.1 Correspondence**

### **7.1.1 Minister of Municipal Affairs and Housing**

## **7.2 Ombudsman Report – Cultural Vitality Committee and Tourism Board**

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Whereas Council of the City of Sault Ste. Marie received a report of the Ombudsman dated January 2023 concerning complaints about meetings held by the City of Sault Ste. Marie's Cultural Vitality Committee on November 17, 2021 and Tourism Board on November 25, 2021; and

Whereas the Ombudsman of Ontario has made recommendations in the said report

Now Therefore Be It Resolved that Council for the City of Sault Ste. Marie intends to address those recommendations as follows:

1. All members of the City's boards and committees will be advised to be vigilant in adhering to their individual and collective obligation to ensure that the municipality complies with its responsibilities under the *Municipal Act, 2001* and its procedure by-law.
2. The City requires that all resource staff to board and committee meetings ensure compliance with the open meeting requirements set out in the *Municipal Act, 2001* and the City's procedure by-law.
3. All meeting notices will include accurate information about the time and location of the meeting, including how the public can access electronic meetings.

**Carried**

## **7.3 Tender for Carpeting Ronald A. Irwin Civic Centre Levels 2, 4 and 5**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Purchasing concerning Tender for Carpeting Ronald A. Irwin Civic Centre Levels 2, 4 and 5 dated January 30, 2023 be received and that the tender for the supply and installation of carpeting for the Ronald A. Irwin Civic Centre Levels 2, 4 and 5 be awarded to Carpet One and Home at their low tendered price meeting specifications of \$160,000 plus HST.

**Carried**

## **7.5 Universal Transit Pass Partnership with Algoma University**

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

The relevant By-law 2023-12 is listed under item 12 of the Minutes.

**7.6 Designated Property Grant – 10 Kensington Terrace Roof Replacement**

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Recreation and Culture dated January 30, 2023 concerning Designated Heritage Property Grant – 10 Kensington Terrace Roof Replacement be received and that \$15,000 be awarded to Condo 6 Corp. to support the replacement of the cedar shake roof with Enviroshake be approved; and further that payment be rendered upon submission of paid invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee.

**Carried**

**7.7 Tourism Development Fund Applications Received January 2022**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Tourism and Community Development dated January 30, 2023 concerning Tourism Development Fund Applications for The Beaver Freezer Marathon, Runway Park Drag Race Series and 2023 Regional Convention of Jehovah's Witnesses be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$23,500 be approved for the following projects:

- The Beaver Freezer Marathon (\$6,500);
- Runway Park Drag Race Series (\$5,000); and
- 2023 Regional Convention of Jehovah's Witnesses (\$12,000)

**Carried**

**7.8 Delegated Authority for City Property Offers**

The report of the Deputy CAO, Community Development and Enterprise Services and the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

The relevant By-law 2023-17 is listed under item 12 of the Minutes.

**7.9 328 Queen Street – Removal of Restrictive Covenant**

The report of the Deputy CAO, Community Development and Enterprise Services and the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services and Assistant City Solicitor/Senior Litigation Counsel dated January 30, 2023 regarding the removal of a restrictive covenant on 328 Queen Street be received and that Council authorize staff to take the necessary steps to remove the restrictive covenant to renovate the exterior façade from the subject property, and to confirm that this condition is satisfied.

**Carried**

#### **7.10 Overtime and Staffing Fire Services**

The report of the Fire Chief was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the Fire Chief dated January 30, 2023 concerning Overtime and Staffing Fire Services be received and that potential staffing changes and equipment purchase be referred to 2023 budget deliberations.

**Carried**

#### **7.11 Extreme Cold Warning Notification Process**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the report of the Community Emergency Management Coordinator dated January 30, 2023 concerning Extreme Cold Weather Notification Process be received as information.

**Carried**

#### **7.12 Update on Carpenters' Constitutional Challenge Case**

The report of the City Solicitor was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report the City Solicitor dated January 30, 2023 concerning Update of Carpenters' Constitutional Challenge Case be received as information.

**Carried**

#### **7.13 Zoning Appeal 204 South Market**

The report of the Solicitor was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the report of the Solicitor dated January 30, 2023 concerning Zoning Appeal – 204 South Market Street be received as information.

**Carried**

#### **7.15 Outdoor Merchandise Display on Downtown Sidewalks**

The report of the Planner was received by Council.

#### **7.16 Purchase of Accessible Pool Lift – John Rhodes Community Centre**

The report of the Accessibility Coordinator was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the report of the Accessibility Coordinator dated January 30, 2023 concerning Purchase of Accessible Pool Lift – John Rhodes Community Centre be received and that Council approve spending \$16,740 from the Barrier Removal Reserves for the purchase of the accessible pool lift for the John Rhodes Community Centre.

**Carried**

#### **7.4 Open Data Costing Information**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Information Technology dated January 30, 2023 concerning Open Data Costing Information be received as information.

##### **Amendment:**

Moved by: Councillor M. Scott

Seconded by: Councillor M. Bruni

Resolved that following words be added "and the cost of the Open Data Plan outlined in the report be referred to the 2024 budget".

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth				X
Councillor S. Spina				X
Councillor L. Dufour		X		
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>8</b>	<b>1</b>	<b>0</b>	<b>2</b>
				<b>Carried</b>

**Motion as Amended**

Moved by: Councillor L. Dufour  
 Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Information Technology dated January 30, 2023 concerning Open Data Costing Information be received and that the cost of the Open Data Plan outlined in the report be referred to the 2024 budget.



	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth				X
Councillor S. Spina				X
Councillor L. Dufour		X		
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>8</b>	<b>1</b>	<b>0</b>	<b>2</b>
				<b>Carried</b>

**7.14 Zoning Appeal – 130 Wellington Street East**

Mayor M. Shoemaker declared a conflict on this item. (Property owner is a client of law firm.)

The report of the Solicitor was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the Solicitor dated January 30, 2023 concerning Zoning Appeal Update – 130 Wellington Street East be received as information.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker			X	
Councillor S. Hollingsworth				X
Councillor S. Spina				X
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>8</b>	<b>0</b>	<b>1</b>	<b>2</b>
				<b>Carried</b>

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

**8.1 Administration**

**8.2 Corporate Services**

**8.3 Community Development and Enterprise Services**

**8.3.1 Rosedale Park Revitalization Update**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Community Services dated January 30, 2023 concerning Rosedale Park Revitalization Update be received and that in-kind installation costs amounting to \$10,000 be approved.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth				X
Councillor S. Spina				X
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>2</b>
				<b>Carried</b>

**8.3.2 Corporate Greenhouse Gas Emissions Inventory Update: 2022**

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the report of Sustainability Coordinator dated January 30, 2023 concerning Corporate Greenhouse Gas Emissions Inventory Update 2022 be received as information.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth				X
Councillor S. Spina				X
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>2</b>
				<b>Carried</b>

### 8.3.3 Downtown Plaza Update

Moved by: Councillor L. Vezeau-Allen  
 Seconded by: Councillor C. Gardi

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated January 30, 2023 concerning the Downtown Plaza be received and that Council authorize an increase of the project budget to \$11,609,464;

Further, that Council authorize an increase to the construction contract with Avery Construction to \$9,785,681.17 plus applicable HST to provide funding for fees related to project delays and to establish additional contingency funds;

Further that Council authorize an increase to the contract with Brook McIlroy to \$865,890 plus applicable HST;

Further that Council authorize \$660,000 from the asset management reserve to be sourced from funds returned from the Mill Market's successful funding application;

Further that \$675,000 from the 2023 Capital Budget to be confirmed with 2023 Budget deliberations;

Further that \$41,667 from the 2022 operating budget for the plaza be transferred to the plaza project.

*The following motion was substituted for the original.*

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated January 30, 2023 concerning the Downtown Plaza be received and that Council authorize an increase of the project budget to \$10,949,464;

Further, that Council authorize an increase to the construction contract with Avery Construction up to \$9,135,681.75 plus applicable HST to provide funding for fees related to project delays and to establish additional contingency funds;

Further, that Council authorize an increase to the contract with Brook McIlroy up to \$865,890 plus applicable HST;

Further that Council authorize \$675,000 from the asset management reserve to be sourced from funds returned from the Mill Market's successful funding application (\$660,000) plus an additional \$15,000;

Further, that Council request staff return at the February 13 budget meeting with a report on options to potentially reduce the funds being requested for the downtown plaza;

Further that \$41,667 from the 2022 operating budget for the plaza be transferred to the plaza project.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina				X
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen		X		
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni		X		
Councillor S. Kinach	X			
Councillor C. Gardi		X		
Councillor M. Scott		X		
<b>Results</b>	<b>6</b>	<b>4</b>	<b>0</b>	<b>1</b>
				<b>Carried</b>

**8.4 Public Works and Engineering Services**

**8.5 Fire Services**

**8.6 Legal**

**8.7 Planning**

**8.8 Boards and Committees**

**8.8.1 Algoma Public Health Board**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that citizens Loretta O'Neill and Sonia Tassone be appointed to the Algoma Public Health Board from January 30, 2023 to December 31, 2024.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina				X
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	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>

**8.8.2 Downtown Business Improvement Area**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that Kristi Cistaro, Stephanie Harmon, Micheal McAdams, Jacob Rendell, Angela Romano, Nicholas Rosset, Paul Scornaienchi and Marnie Stone be appointed to the Downtown Business Improvement Area (Downtown Association).

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina				X
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	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>

**8.8.3 Noise By-Law Review Task Force**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that Councillor S. Kinach be appointed to the Noise By-law Review Task Force.



	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina				X
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>1</b>

**Carried**

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

**9.1 Free Parking for the Shadows of the Mind Film Festival**

Moved by: Councillor L. Dufour  
 Seconded by: Councillor L. Vezeau-Allen

Whereas the Shadows of the Mind Film Festival runs from February 23 to February 26, 2023; and

Whereas the Shadows of the Mind Film Festival “is a film festival that showcases films and other art forms for two purposes: to entertain and to educate. By attracting audiences through the entertainment value of film, the film festival uses select films and events to increase

awareness and education on mental health and addiction issues as well as other prevalent social topics as decided each year”; and

Whereas the Shadows of The Mind Film Festival is a not-for-profit organization; and

Whereas the primary venue for the film festival is the Grand Theatre; and

Whereas on some days during the week, the film festival will have films and panel discussions from 9:00 a.m. to 11 p.m.; and

Whereas many patrons of the film festival attend in the morning and stay for the entire day, having lunch and dinner in the downtown area;

Now Therefore Be It Resolved that the 2 hour daily parking limit be waived at the Brock-Albert parking lot to permit full free parking from February 23 to February 26, 2023 during the week of the Shadows of the Mind Film Festival.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina				X
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	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>

## 9.2 Trash to Treasure Day

Moved by: Councillor C. Gardi

Seconded by: Councillor S. Kinach

Whereas it is in our community's best interest to prolong the life of our local landfill; and

Whereas one of the best ways to prolong the life of a landfill site is to divert items from it; and

Whereas many residents in Sault Ste. Marie take advantage of weekends each spring to declutter and clean around their homes, sending many items to our local landfill; and

Whereas residents across the community have items in good condition that they often do not want any longer, but could be of use and benefit to other residents in the community; and

Whereas in recent years one way communities have facilitated the exchange of these items is by holding "Trash to Treasure Days" across their cities, when residents are encouraged to leave reusable household items, including, but not limited to, furniture, toys, and small appliances by the roadside of their property for others to take for free; and

Whereas communities across Ontario and Canada, including Cornwall, ON, Thunder Bay, ON and Nelson, BC have held their own successful, annual Trash to Treasure day(s);

Now Therefore Be It Resolved, that City Staff be requested to explore the opportunity to work with community partners to organize Sault Ste. Marie's own "Trash to Treasure Day" on a Saturday or Sunday in late May or early June of 2023.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina				X
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	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>

**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 L. Dufour

Seconded by: Councillor M. Scott

Resolved that all By-laws under item 12 of the Agenda under date January 30, 2023 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 2023-12 (Agreement) Universal Transit Pass Partnership with Algoma University**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2023-12 being a by-law to authorize the execution of the Agreement between the City and Algoma University for the Universal Transit Pass Partnership be passed in open Council this 30th day of January, 2023.

**Carried**

#### **12.1.2 By-law 2023-14 (Streets) Amend Streets By-law 2008-131**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2023-14 being a by-law to amend By-law 2008-131 being a by-law respecting streets and related matters be passed in open Council this 30th day of January, 2023.

**Carried**

#### **12.1.3 By-law 2023-16 (Street Assumptions)**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2023-16 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 30th day of January, 2023.

**Carried**

#### **12.1.4 By-law 2023-15 (Agreement) Bondar Marina Boardwalk Extension**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2023-15 being a By-law to authorize the execution of the Agreement between the City and Poralu Marine Inc. for the Bondar Marina Boardwalk Extension be passed in open Council this 30th day of January, 2023.

**Carried**

#### **12.1.5 By-law 2023-17 (Delegation) Assistant City Solicitor/Senior Litigation Counsel Agreements of Purchase & Sale**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that By-law 2023-17 being a by-law to authorize the Assistant City Solicitor/Senior Litigation Counsel or his/her designate to execute and bind the Corporation to Agreements of Purchase and Sale with certain conditions (referenced below) in order to facilitate the sale of City properties with the recommendation for Council review and direction at the next available Closed Council session be passed in open Council this 30th day of January, 2023.

**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 L. Dufour

Seconded by: Councillor M. Scott

Resolved that this Council move into closed session to consider one item concerning a proposed acquisition of land and three items concerning proposed disposition of land.

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 R.S.O. 2002 – section 239 2(c) a proposed or pending acquisition or disposition of land by the municipality*

**Carried**

**15. Adjournment**

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that this Council now adjourn.

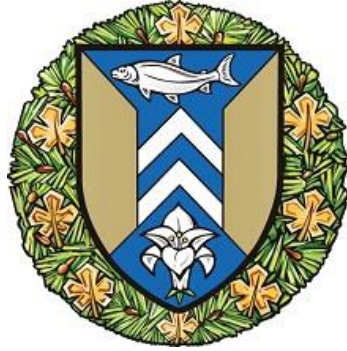
**Carried**

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Mayor

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City Clerk



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

Monday, January 30, 2023

5:45 pm

Council Chambers and Video Conference

Present: Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor S. Spina

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, B. Lamming, T. Anderson, F. Coccimiglio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiel, S. Facey, T. Vecchio

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**1. Approve Agenda as Presented**

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the Agenda and Addendum #1 for January 30, 2023 Budget Meeting as presented be approved.

**Carried**

**2. Declaration of Pecuniary Interest**

**3. CAO Presentation**



**4. 2023 Preliminary Budget**

The Chief Financial Officer and the Manager of Finance presented the 2023 Preliminary Budget.

**5. Supplementary Budget Items**

**6. Adjournment**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that this Council now adjourn.

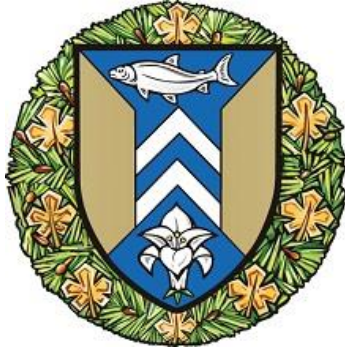
**Carried**

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Mayor

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Deputy City Clerk



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

Monday, February 13, 2023  
4:30 pm  
Council Chambers and Video Conference

Present: Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi, Councillor M. Scott

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, N. Ottolino, S. Hamilton Beach, B. Lamming, J. King, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiell, S. Facey, V. McLeod, A. Caputo, G. Nicholson, M. Blanchard, M. McAuley, A. Starzomski, T. Reid, F. Pozzebon, P. Milosevich, P. White, M. Pinder, M. Oliverio, M. Depatie, A. Mitchell-Wiacek, K. Izydorczyk

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**10. Closed Session**

Moved by: Councillor L. Dufour  
Seconded by: Councillor S. Kinach

Resolved that this Council move into closed session to consider one item concerning security of property of the municipality; and one item related to 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)(a) the security of property of a municipality or local board; and 239(2)(d) labour relations or employee negotiations)*

**Carried**

**1. Land Acknowledgement**

**2. Approve Agenda as Presented**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

Resolved that the Agenda for February 13, 2023 Budget Meeting and Addendum #1 as presented be approved.

**Carried**

**3. Declaration of Pecuniary Interest**

**4. Government of Canada News Release**

**5. Ontario Regulation 284/09**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that the report of the Manager of Finance, dated February 13, 2023, concerning Ontario Regulation 284/09 be approved for the budget year 2023.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth				X
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			

February 13, 2023 Budget Meeting Minutes

Councillor C. Gardi	X			
Councillor M. Scott				X
<b>Results</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>2</b>
				<b>Carried</b>

**6. Budget 2023 Community Feedback**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Communications Officer dated February 13, 2023 concerning Budget 2023 Community Engagement be received as information.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth				X
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
<b>Results</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>2</b>
				<b>Carried</b>

**7. 2023 Budget Deliberations**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

That City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2023 Budget Deliberations.

**Carried.**

**7.1 2023 Budget – Additional Information**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the CAO dated 2023 02 13 concerning 2023 Budget – Additional Information be received as information.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.4 Public Works and Engineering Services**

**7.5 Legal Department**

**7.6 Fire Services**

**7.7 Capital Budget Deliberations**

**7.8 Downtown Plaza**

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

February 13, 2023 Budget Meeting Minutes

Moved by: Councillor A. Caputo

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated February 13, 2023 concerning the reductions to the Downtown Plaza contingency request be received and that the following changes be approved:

Public Works install play structure: \$10,000

Remove metal rail guide: \$5,000

for a total reduction of \$15,000 and a total project contingency of \$645,000 with funding referred to the 2023 capital budget for amendment. And further that the revised project budget will be \$11,594,464 and the CAO be given delegated authority for all procurements relating to the said project contingency.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth		X		
Councillor S. Spina		X		
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni		X		
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott		X		
<b>Results</b>	<b>7</b>	<b>4</b>	<b>0</b>	<b>0</b>

**Carried**

**7.8.1 Downtown Plaza – Options Analysis Additional Information**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated February 13, 2023 concerning the Downtown Plaza be received as information.

**Carried**

**7.9 Operating Budget Deliberations**

**7.10 Supplementary Budget Items**

**7.10.1 Downtown Ambassador Program Letters of Support**

**8. Rise and Report**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the Committee of the Whole Council now rise and report on the matter referred to it by City Council – 2023 Budget Deliberations.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the rules of procedure be suspended to allow the meeting to exceed five hours in length.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			

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Councillor S. Hollingsworth	X
Councillor S. Spina	X
Councillor L. Dufour	X
Councillor L. Vezeau-Allen	X
Councillor A. Caputo	X
Councillor R. Zagordo	X
Councillor M. Bruni	X
Councillor S. Kinach	X
Councillor C. Gardi	X
Councillor M. Scott	X

<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Councillor L. Dufour  
 Seconded by: Councillor S. Kinach

Resolved that the 2023 Operating Budget be approved with the following adjustments:

Item	Final
Additional Slot Revenue	(100,000)
Streetlight Savings	(429,220)
Capital Inflation	(523,983)
Manzo Park Splash Pad	(115,000)
Plaza Operations	(41,667)
Cremation Revenue	(50,000)
Travel & Training	(50,000)
Hire two Summer Students	24,657
Funded from Grant Revenue	(24,657)



February 13, 2023 Budget Meeting Minutes

Hire an Aquatic Lead at the John Rhodes Pool	55,844
Offset by Reduction of Complement	(55,844)
Hire an Office Clerk in Building Inspection	62,985
Funded from Building Permit Reserve Fund	(62,985)
Hire a Building Inspector	98,834
Funded from Building Permit Reserve Fund	(98,834)
Hire four firefightersHiring Costs	340,892
Overtime Savings	(447,740)
Amount available to finance Aerial Truck	106,848
Hire a Construction Supervisor in the Engineering Department	97,065
Funded by Streamline Development Fund in 2023	(97,065)
Change the Part-time By-Law Enforcement Officer to Full-time	35,803
Expand Coverage of Downtown Ambassador Pilot Program (Option C)	95,913
Funded by Special Council Community Fund over 3 Years	(63,942)
Art Gallery of Algoma Grant Increase	17,765
Transit Adventure Bus Pilot	8,000
Funded by Special Council Community Fund	(8,000)
Long-term Financial Plan	50,000
Funded by Asset Management Reserve	(50,000)
Public Works Equipment Reserve Increase	330,000
Funded by Decreased Contribution to Asset Management Reserve	(330,000)

Resulting in an increase in the corporate portion of the municipal levy from 2022 in the amount of 2.99%.

February 13, 2023 Budget Meeting Minutes

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Councillor L. Vezeau-Allen  
 Seconded by: Councillor M. Bruni

Resolved that the 2023 Capital Budget and financing sources be approved with the following changes:

Remove capital project Bellevue Marina (\$675,000) (675,000)

Substitute with Project Contingency for Plaza Account (\$645,000) 645,000

Partial removal of capital project (road resurfacing) (423,191)

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			

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Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Councillor L. Dufour  
 Seconded by: Councillor M. Bruni

Resolved that the 2023 Sanitary Budget and financing sources be approved with the following changes:

Wastewater Master Plan (Accumulated Net Revenue – Sewer Surcharge) \$434,230

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach		X		
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>10</b>	<b>1</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

February 13, 2023 Budget Meeting Minutes

Moved by: Councillor L. Dufour  
 Seconded by: Councillor M. Bruni

Resolved that the 2023 levies and local boards be approved resulting in an increase to the levy and local board portion of the municipal levy from 2022 of 1.87%

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Councillor L. Dufour  
 Seconded by: Councillor S. Kinach

Resolved that the overall 2023 municipal levy of \$134,304,141 (corporate and levy and local boards) representing an increase of 4.86% be approved.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			

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Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

**9. Memorandum of Settlement for CUPE Local 3 Public Works**

The report of the Labour Relations Coordinator was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Labour Relations Coordinator dated February 13, 2023 be received and Memorandum of Settlement for CUPE Local 3 Public Works be ratified.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

**11. Adjournment**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that this Council shall now adjourn.

**Carried**

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Mayor

---

City Clerk



OFFICE OF THE MAYOR

## PROCLAMATION

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**WHEREAS** Since 1973 the National Trust of Canada designates the third Monday in February each year as Heritage Day; and

**WHEREAS** Heritage Week runs from February 20 to 26, 2023, with the theme '**Recovery and Connecting Heritage – Stronger Together**'. Recognizing the pandemic exacerbated division and distance, it is our heritage and cultural organizations that keep us connected and strong by preserving and showcasing the value of heritage to forge a way forward together.

**WHEREAS** Heritage Week provides an opportunity to celebrate heritage in all of its forms (cultural and natural, architectural, archaeological and collections), for it is these tangible touchstones with the past that can root us in place, with our diverse traditions and cultural expressions; and

**WHEREAS** Our shared heritage and histories in all forms has the power to bring people together and create a sense of belonging. Intangible heritage – languages, traditional rituals, music, dance, storytelling and more – is at the heart of family and community; and

**WHEREAS** The tangible heritage which is conserved and shared by dedicated staff and volunteers committed to promoting heritage conservation and educating the public about our city's history.

**NOW THEREFORE**, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie do hereby proclaim the week of **February 20 to February 26, 2023** as "**National Heritage Week**" in the City Sault Ste. Marie.

Signed,

Matthew Shoemaker  
MAYOR

# STRATEGIC UPDATE

for the  
Sault Ste. Marie  
City Council

Feb 21, 2023







# EXPANDING ACADEMIC PROGRAMMING

- New Master's Programming (Biology - Computer Science, Social Work and MBE underway)
- 30 Undergraduate Programs
- Health Sciences - Mental Health and Addictions
- Increasing Global Opportunities - students, faculty
- Professional and Continuing Education
- **\$63.4 Million** in planned capital investment to support this expansion and enrolment growth



# EXPANDING RESEARCH CAPACITY

- Four Canada Research Chairs
  - Dr. P. Antunes, Invasive Species - over \$640,000
  - Dr. I. Molina, Plant Lipid Metabolism - \$675,000
  - Dr. N. Murugan, Tissue Biophysics - over \$925,000
  - Dr. P. Steeves, Healing and Reconciliation - \$500,000
- **27.35%** increase in NSERC funding since 2019
- **22.93%** increase in SSHRC funding since 2019
- Research activity will be accelerated with creation of School of Graduate Studies



# EXPANDING LOCAL ENROLMENT

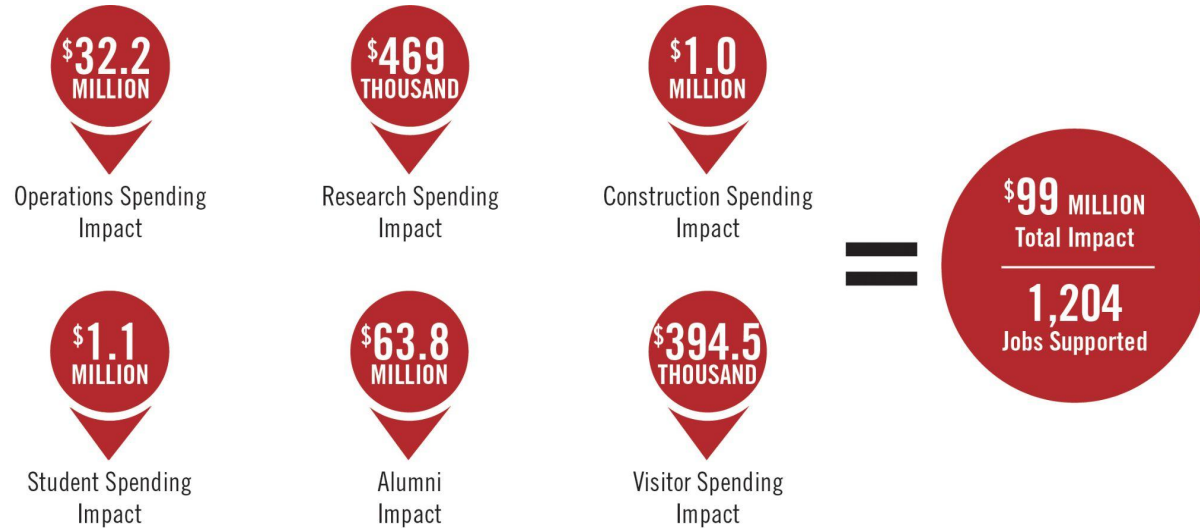
- SSM growth since 2018-19 = **57%**
- 2022-23 growth = **over 10%**
- Largest growth in the areas of Computer Science, Psychology, Social Work, Biology and Business
- Fall 2023 application growth\*:
  - Algoma U = **+7.6%**
  - Provincial Average = **+2.9%**







# EXPANDING COMMUNITY IMPACT



- **SSM Net New Hires since 2020 = 50**



## LOCAL IMPACT

- CityStudio in partnership with City SSM
- Summer Moon Festival
- JK-12 System: HSCDSB, ADSB
- Science: Rotary Science Fair, ARTIE, Science Olympics,
- Higher Ed partners: Sault College, LSSU, Shingwauk Kinooamaage Gamig
- Cybersecurity strategy: Rogers Cybersecurity Catalyst and SSM PUC
- Bon Soo - Hunger Freeze

and many more!

# CAMPUS MASTER PLAN

## Mukwa Waakaa'igan: A Centre of Cultural Excellence

- \$43M Project- First major initiative under Campus Master Plan
- Specially designed cross cultural spaces for global and cross-cultural dialogue (teaching, learning, research, national and international conference venue)
- Northern Ontario School of Medicine (Expanded Presence)
- Mental Health and Addictions Research  
and Training (Phase One)







# CAMPUS MASTER PLAN

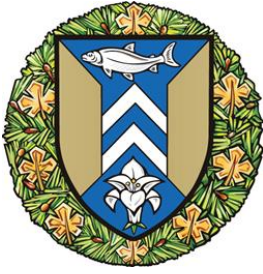
## Mental Health and Addictions Research and Training Institute

- The Institute, as envisioned, aims to address three broad strategic goals:
  - improving care for patients, families, and communities;
  - enhancing interdisciplinary mental illness education and training programs;
  - expanding addictions and mental health research that is informed in treating trauma-related mental health illness through cross-cultural approaches and multi-world views including what we are learning from community wellness in local and global Indigenous communities.
- Academic teaching, research, and training facility incorporated into **expanded** scope of third floor on **Mukwa Waakaa'igan** capital project
- New partnership with the Northern Ontario School of Medicine University





**Thank you ~  
Chi-Miigwetch**



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

February 21, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer &  
Treasurer  
DEPARTMENT: Corporate Services  
RE: 2022 Council Remuneration and Expenses

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**Purpose**

The purpose of this report is to provide a summary of 2022 Council Remuneration, Benefits and Expenses along with employee travel expenses.

**Background**

Pursuant to Section 284(1) of the Municipal Act each year the Treasurer shall provide an itemized statement on remuneration and expenses paid in the previous year to:

- Mayor and Council, and
- Board and Committee Members

Council remuneration and expenses are authorized by By-law 2022-49: Remuneration of members of Council and Local Boards and By-law 2022-106: Membership Fees, Registration Fees and Travel Expenses.

On March 29, 2021 Council passed a resolution to report a summary of employee travel expenses in conjunction with the required Council remuneration and expense reporting.

**Analysis**

Council remuneration and expenses for 2022 are provided in Appendix A.

Employee travel expenses for 2022 are provided in Appendix B.

**Financial Implications**

Council remuneration and expenses are provided in the approved operating budget. Employee travel expenses are accommodated within departmental operating budgets.

**Strategic Plan / Policy Impact / Climate Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

2022 Council Remuneration and Expenses

February 21, 2023

Page 2.

Resolved that the report of the Chief Financial Officer and Treasurer dated February 21, 2023 regarding the 2022 Council Remuneration and Expenses and employee travel expenses 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)

**The Corporation of the City of Sault Ste. Marie  
Summary of Remuneration and Expenses 2022  
for Mayor & Council, Board and Committee Members**

**Mayors**

C. Provenzano	- Honorarium	71,730.00
	- Car Allowance	4,745.51
	- Training/Travel - Great Lakes & St. Lawrence Cities	1,862.60
		<u>78,338.11</u>

M. Shoemaker	- Honorarium	6,028.04
	- Car Allowance	461.18
		<u>6,489.22</u>

**Councillors**

M. Bruni	- Honorarium	24,988.19
	- Car Allowance	2,891.73
	- Cell Phone	262.92
		<u>28,142.84</u>

A. Caputo	- Honorarium	1,937.15
	- Car Allowance	256.13
	- Cell Phone	21.91
		<u>2,215.19</u>

P. Christian	- Honorarium	23,051.04
	- Car Allowance	2,635.60
	- Cell Phone	241.01
		<u>25,927.65</u>

L. Dufour	- Honorarium	24,988.19
	- Car Allowance	2,891.73
	- Cell Phone	262.92
		<u>28,142.84</u>

C. Gardi	- Honorarium	24,988.19
	- Car Allowance	2,891.73
	- Cell Phone	262.92
	- Training/Travel - Great Lakes & St. Lawrence Cities	1,964.57
	- AMO Conference	3,102.29
		<u>33,209.70</u>

D. Hilsinger	- Honorarium	23,051.04
	- Car Allowance	2,635.60
	- Cell Phone	241.01
		<u>25,927.65</u>

S. Hollingsworth	- Honorarium	24,988.19
	- Car Allowance	2,891.73
	- Cell Phone	262.92
	- Training/Travel - FONQM Conference	945.78

**Summary of Remuneration and Expenses 2022  
for Mayor & Council, Board and Committee Members**

	- AMO Conference	3,062.36
		<u>32,150.98</u>
S. Kinach	- Honorarium	1,937.15
	- Car Allowance	256.13
	- Cell Phone	21.91
		<u>2,215.19</u>
R. Niro	- Honorarium	23,051.04
	- Car Allowance	2,635.60
	- Cell Phone	241.01
		<u>25,927.65</u>
M. Scott	- Honorarium	24,988.19
	- Car Allowance	2,891.73
	- Cell Phone	262.92
		<u>28,142.84</u>
M. Shoemaker	- Honorarium	23,051.01
	- Car Allowance	2,635.60
		<u>25,686.61</u>
S. Spina	- Honorarium	1,937.15
	- Car Allowance	256.13
	- Cell Phone	21.91
		<u>2,215.19</u>
L. Vezeau-Allen	- Honorarium	24,988.19
	- Car Allowance	2,891.73
	- Cell Phone	262.92
	- Training/Travel -FONOM Conference	1,275.96
	- AMO Conference	2,974.65
		<u>32,393.45</u>
R. Zagordo	- Honorarium	1,937.15
	- Car Allowance	256.13
	- Cell Phone	21.91
		<u>2,215.19</u>
<b>Committee of Adjustment</b>		
A. Gualazzi	- Honorarium	951.00
J. Greco	- Honorarium	989.04
W. Greco	- Honorarium	989.04
M. McGregor	- Honorarium	989.04

**Summary of Remuneration and Expenses 2022  
for Mayor & Council, Board and Committee Members**

A. Rossi	- Honorarium	1,235.00
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**Committee of Revision**

E. Barban	- Honorarium	0.00
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K. Blunt	- Honorarium	0.00
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E. Filice	- Honorarium	0.00
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**Fence Viewers Committee**

E. Filice	- Honorarium	0.00
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S. Scott	- Honorarium	0.00
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A. White	- Honorarium	0.00
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**Police Services Board**

M. Shoemaker	- Honorarium	0.00
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J.A. Bruno	- Honorarium	1,815.83
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I. MacKenzie	- Honorarium	1,784.12
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R. Webb	- Honorarium	1,784.12
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S. Miles	- Honorarium	3,567.98
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L. Vezeau-Allen	- Honorarium	0.00
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**Property Standards Committee**

I. Bressan	- Honorarium	0.00
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J. Derochie	- Honorarium	0.00
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E. Filice	- Honorarium	0.00
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**2022 Summary of Travel Expense Summary**

**Appendix B**

<b>Name</b>	<b>Department</b>	<b>Purpose</b>	<b>Location</b>	<b>Total Expense Claim</b>
M. White	CAO	Workshop	Muskoka	1,710.06
M. White	CAO	Conf.	Ottawa	2,902.24
M. White	CAO	Meeting	Sudbury	505.74
F. Pozzebon	CDES	Workshop	Orillia	311.03
J. Rogers	CDES	Conference	Sudbury	342.51
J. Turpin	CDES	Meeting	USA	1,170.99
K. Fisher	CDES	Conference	Toronto	209.80
K. Fisher	CDES	Conference	Hamilton	1,850.60
L. Sogah	CDES	Conference	Toronto	3,680.77
L. Sogah	CDES	Conference	Toronto	4,820.25
M. Vanderloo	CDES	Conference	Toronto	2,105.00
N. Maione	CDES	Conference	Toronto	1,871.90
R. Van Staveren	CDES	Conference	Toronto	1,008.98
S. Turco	CDES	Conference	Mississauga	2,013.74
T. Vair	CDES	Conference	Ottawa	2,299.91
T. Vair	CDES	Conference	St. Catharines	2,074.22
T. Vair	CDES	Conference	Ottawa	1,635.44
V. McLeod	CDES	Conference	Perth	2,791.00
R. Tyczinski	CLERKS	Workshop	Niagara Falls	2,751.63
C. Periard	FINANCE	Conference	Toronto	1,673.78
L. Petrocco	FINANCE	Conference	Toronto	1,737.78
R. Madonna	FINANCE	Conference	Toronto	1,921.75
S. Facey	FINANCE	Conference	Blue Mountain	2,906.37
S. Schell	FINANCE	Workshop	Sudbury	129.80
D. Crozier	FIRE	Meeting	Brampton	426.00
D. Kochanowski	FIRE	Meeting	Bramton	1,231.16
M. Depatie	FIRE	Training	Lansing, MI	1,311.82
M. Brock	FIRE	Meeting	Brampton	148.71
M. Brock	FIRE	Training	Lansing, MI	1,098.27
M. Brock	FIRE	Meeting	Bramton	1,092.82
M. Brock	FIRE	Meeting	Brampton	383.01
M. Depatie	FIRE	Meeting	Brampton	383.01
M. Depatie	FIRE	Meeting	Bramton	382.09
N. Thibault	FIRE	Meeting	Bramton	1,709.12
B. Bellerose	POA	Court	Wawa	351.32
J. Ricard	POA	Court	Wawa	269.32
M. MacKay	POA	Court	Wawa	269.32
N. Grisdale	POA	Court	Blue Mountain	2,397.12
T. Vecchio	POA	Court	Toronto	2,259.80
C. Neveau	PWES	Training	Sudbury	784.47
D. Perri	PWES	Training	Mississauga	4,675.40

<b>Name</b>	<b>Department</b>	<b>Purpose</b>	<b>Location</b>	<b>Total Expense Claim</b>
D.Sigfrid	PWES	Training	Middlesex	2,543.18
F. Couture	PWES	Meeting	Toronto	0.00
F.Bentrovato	PWES	Meeting	Killarney	101.00
G. Schryer	PWES	Conference	Toronto	0.00
G. Schryer	PWES	Meeting	Hamilton	2,299.07
G. Schryer	PWES	Meeting	Killarney	684.86
K. McNama	PWES	Training	Middlesex	2,824.46
M. McAuley	PWES	Conference	Toronto	2,688.16
M. McAuley	PWES	Workshop	Waterloo	1,429.27
M. Smykacz	PWES	Meeting	Hamilton	2,485.35
R. Dufour	PWES	Training	Sudbury	703.23
R. Olar	PWES	Training	Sudbury	644.47
R. Starzomski	PWES	Training	Sudbury	644.47
F. Couture	PWES	Meeting	Hamilton	0.00

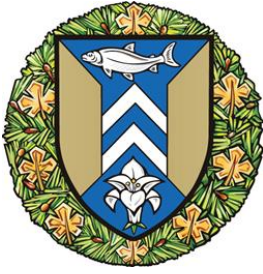


Name	Department	Purpose	Location	Total Expense Claim

Name	Department	Purpose	Location	Total Expense Claim

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**TOTAL**



The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

February 21, 2023

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

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### **Purpose**

This report has been prepared for your information and consideration on behalf of the Evaluation Committee concerning proposals received for Uniform Acquisitions for a period of up to five (5) years upon mutual agreement, commencing March 1, 2023, as required by Sault Ste. Marie Fire Services (SSMFS). 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 January 20, 2023.

### **Analysis**

Proposals from three (3) proponents were received prior to the closing date:

- Five Star Products and Services Inc. (Derks), Sherwood Park, AB
- KLE Canada Inc., Cambridge, ON
- Martin & Levesque Inc., Levis, QC

The proposals received have been evaluated by a committee comprised of staff from SSMFS. It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is KLE Canada Inc., Cambridge, ON. KLE is the incumbent provider of the requested Station Wear and Dress Wear Uniforms, and SSMFS is extremely satisfied with the quality of product and service that has been maintained.

### **Financial Implications**

The cost of this service will be funded from the Fire Services Operational Uniform Account. Sufficient funds will be budgeted annually for these charges. The Preliminary Budget for 2023 is \$47,475.

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

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

Uniform Acquisitions – Fire Services

February 21, 2023

Page 2.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated February 21, 2023 concerning Uniform Acquisitions – Fire Services be received and that the recommendation to select KLE Canada Inc. to provide the services as required by the Sault Ste Marie Fire Services commencing March 1, 2023 for a period of up to five (5) years by mutual agreement be approved.

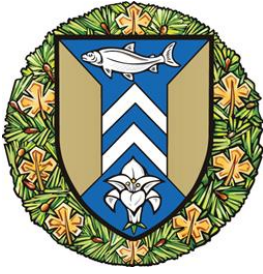
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705-759-5298

[k.marlow@city.ssm.on.ca](mailto:k.marlow@city.ssm.on.ca)



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

February 21, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: GFL Memorial Gardens Stair Improvements – Arenas  
Division, CDES

---

**Purpose**

Attached hereto for your information and consideration is a summary of the tenders received for GFL Memorial Gardens Southeast and Southwest Stair Improvements, as required by the Arenas Division of Community Development and Enterprise Services. Staff is seeking Council approval of the tender recommendation.

**Background**

The tender was publicly advertised and bidders notified through Construction Association Plan Rooms. A pre-bid site meeting was mandatory of which six (6) contractors attended. Tenders closed 2:00 p.m. local time (Eastern) on February 7, 2023, followed by Public Opening with City Clerk in attendance.

**Analysis**

Submission from one (1) bidder was received prior to closing deadline:  
S & T Electrical Contractors Ltd.

The tender received has been thoroughly evaluated and reviewed with the City's Consultant for the project, IDEA Inc. (Kenneth Oliver); the City's Maintenance & Operations Manager and the Director of Community Development & Enterprise Services. Mr. Oliver's report concerning the tender received is attached for your reference. Irregularity noted, has been reviewed. CDES staff is satisfied with vendor's experience and management of past service that has been maintained and wishes to proceed.

**Financial Implications**

The tendered price submitted by S & T Electrical Contractors Ltd., meeting specifications as recommended by the City's Consultant is \$293,143 (HST being fully rebatable).

During the 2022 Budget deliberations Council approved the allocation of \$252,000 for GFL Memorial Gardens Stairwell. After costs of Architectural and Engineering Professional fees, the value remaining for Construction is \$202,015.

The shortfall amount can be accommodated through reallocation of available 2020 approved Capital Funding of \$91,000 for JRCC HRV-3 Mechanical Systems replacement, and \$128 from the GFL operating budget.

**Strategic Plan / Policy Impact / Climate Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated February 21, 2023 concerning GFL Memorial Gardens Stairwell be received and the recommendation to select S & T Electrical Contractors Ltd. to complete the work as requested by Arenas Division – Community Development and Enterprise Services, be approved.

Further that the shortfall amount \$91,000 be funded reallocating 2020 unused capital funds from JRCC HRV-3 Mechanical Systems replacement project, be approved;

Further that the City's Consultant (IDEA Inc.) be authorized to issue a Letter of Intent to S & T Electrical Contractors Ltd. to commence mobilization for the Project, be approved.

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

Respectfully submitted,

Karen Marlow  
Manager of Purchasing  
705.975.5298  
[k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca)

08 February 2023

22033

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

**Attention:** Brent Lamming – Director of Community services

**Re:** Tender Review and Evaluation

**GFL Memorial Gardens  
Southeast and Southwest Stair Improvements  
269 Queen Street East, Sault Ste. Marie, Ontario**

Dear Brent:

A single tender was received for the above noted project prior to the submission deadline on February 7<sup>th</sup> 2023 at the City's Purchasing office. This submission was opened in a public meeting with representatives from the City and IDEA in attendance in person and others viewing the opening online via the City's web conferencing. Prior to opening the bid, it was confirmed that a representative from S&T had attended the mandatory site visit. Below find the base tender amount for the bid received.

S&T Electrical Contractors Ltd.      \$293,143.00 plus HST

The project was issued as an open tender that allowed any and all qualified contractors to bid the project. Bid documents were circulated to the construction associations in Sault Ste. Marie, Sudbury, Thunder Bay, Timmins, Barrie, Toronto, Mississauga, London and North Bay. It was also posted for bidding at the beginning of a new year with the construction directed to proceed during the warmer spring months so as to generate as much interest in the project as possible. Representatives from six (6) different contractors attended the mandatory site meeting on January 25<sup>th</sup> 2023, and of these, only a single tender was received. Having received only a single tender we do not have a competitive bid for the project, and have no other price to compare the tender to. The city purchasing department and legal department should review to confirm if this tender meets the City's requirements for a tender.

We have reviewed this tender is incomplete and is missing the 1) Contractors Experience, 2) Project Managers CV and 3) Project Superintendents CV as listed in the tender requirements in article 1.17 Primary Tender Submission Requirements in Section 00 21 13 – Instruction to bidders. However as per article 1.19 Offer Acceptance / Rejection article 2.2.2 the City may "...waive any irregularities in any bid submitted,..." We recommend that you have the City's solicitor review the tenders and confirm this interpretation. Should the City wish to proceed with construction, we recommend that the tender submitted by **S&T Electrical Contractors Ltd.** be accepted. The Tenderer has indicated that the project will reach total performance within fifteen (15) weeks from date of tender award.

If you would like to proceed with the construction as currently tendered, please countersign this document in the space provided and return it to our office. Upon receipt of the countersigned letter, we will issue the "Letter of Intent" to the Contractor on your behalf. This letter indicates your intent to enter into a Contract for the project and allows them to begin securing contracts with their suppliers. With the receipt of the countersigned letter we will begin the preparation of the formal contract documents on your behalf.

As defined in the contract documents, the contractors are required to hold their price for **sixty (60)** calendar days from the close of the tender. After that time their prices are no longer binding. Therefore, if you are in agreement with the recommendation, the "Letter of Intent" must be issued on or before (Saturday April 8<sup>th</sup>, 2023, but as this lies on a Saturday we recommend that we issue notice on or before) **Friday April 7<sup>th</sup> 2023**.

Should you have any additional questions or require any additional information, please do not hesitate to contact this office.

Yours very truly,

**IDEA Inc. Integrated Design Engineering + Architecture**



**Kenneth Oliver, A.Sc.T.**  
*Principal Emeritus IDEA Inc.*

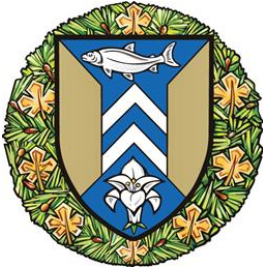
**Owner's Authorized Representative**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date





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

**C O U N C I L   R E P O R T**

February 21, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Virginia McLeod, Manager of Recreation and Culture  
DEPARTMENT: Community Development and Enterprise Services  
RE: 2023 Arts and Culture Assistance Grants – Early Intake

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**Purpose**

This report provides recommendations to City Council from the Cultural Vitality Committee for the distribution of the 2023 Arts and Culture Assistance Grants for the early intake period.

**Background**

The Cultural Vitality Committee (CVC) on behalf of City Council evaluates the applications against the criteria in the City's Arts and Culture Assistance Program criteria and makes a recommendation to City Council for the distribution of the grant funds.

The Arts and Culture Assistance Program (ACAP) Criteria was approved in 2021. The first intake closed on October 28, 2022. The second intake will open in early February and close the last Friday in March. The new guidelines provide funding support, in line with the priorities identified in the Community Culture Plan 2019-2024 to foster growth and development of the local arts and culture sector.

**Analysis**

There were eleven (11) applications submitted in the first intake period for funding in 2023 with requests totalling \$116,796. One application was received late and two were incomplete missing required documentation. The total funding available annually for Arts and Culture Assistance Program is \$104,500. The ACAP identifies four types of grants that applicants can apply for: project, operational, festival/event and cultural diversity or combination of the four.

CVC members scored each of the applications using one of the two evaluation rubrics, each have three assessment criteria:

Incorporated Non-profits:

1. Organizational and Financial Health
2. Artistic and/or Cultural Merit
3. Community Impact:

Unincorporated Collective/individual

2023 Arts and Culture Assistance Grants – Early Intake

February 21, 2023

Page 2.

1. Artistic and/or Cultural Merit
2. Community Impact
3. Viability or Project/Activity

Members of the Cultural Vitality Committee met on three occasions to score and review the applications for the early intake. Meetings were held on November 16, November 29, and December 14, 2022. Applications were scored out of 15 and funding was allocated based on the overall score. A summary of the approved applications is attached.

At the December 14, 2022 meeting the Cultural Vitality Committee passed the following resolutions:

“Resolved that the Cultural Vitality Committee recommend to City Council the following grants for the 2023 Arts and Culture Assistance Program – Early Intake as follows:

Art Speaks Project	\$10,988
Drawing Club	\$2,079
Fringe North	\$21,692
Handsome Sandwich	\$1,699
Rapp Bingo	\$1,774

CARRIED

“Resolved that the Cultural Vitality Committee recommend to City Council the following grant for the 2023 Arts and Culture Assistance Program – Early Intake as follows:

Living History Algoma \$3,004

CARRIED

“Resolved that the Cultural Vitality Committee recommend to City Council the following grants for the 2023 Arts and Culture Assistance Program – Early Intake as follows:

Thinking Rock Community Art \$8,057

CARRIED

“Resolved that the Cultural Vitality Committee recommend to City Council the following grants for the 2023 Arts and Culture Assistance Program – Early Intake as follows:

The Klub \$8,167

CARRIED

Total allocation recommended for the first intake period in 2023 is \$57,461. A balance of \$47,039 will be remaining for the second intake period.

**Financial Implications**

An amount of \$104,500 is included in the City’s operating budget for the purpose of financial assistance as per the City's Cultural Policy on providing arms-length funding of culture. The first intake of ACAP applications will distribute up to 75% of the total allocation with the remainder to be distributed during the second intake period.

**Strategic Plan / Policy Impact**

Corporate Strategic Plans Focus Area: Quality of Life - Promote, grow and support cultural activities identified the cultural plan implementation as a key activity.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated February 21, 2023 concerning the 2023 Arts and Culture Assistance Program Grants – Early Intake as follows

1. Art Speaks Project	\$10,988
2. Drawing Club	\$2,079
3. Fringe North	\$21,692
4. Handsome Sandwich	\$1,699
5. Rapp Bingo	\$1,774
6. Living History Algoma	\$3,004
7. Thinking Rock Community Arts	\$8,057
8. The Klub	\$8,167

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)

## **Project Summary ACAP Applications – Early Intake 2023**

### **The ArtSpeaks Project**

The ArtSpeaks Project is a visual-arts-based program focusing on arts-based learning and cultural mentorship to help foster greater resiliency in individuals struggling with the impact of trauma due to addictions, sexual violence and mental health challenges which was developed by local visual artist/art therapist Maria Parrella-ilaria. Initially supported by an OTF Seed Grant for 2017, ArtSpeaks is currently based out of the Sault Museum and is supported in-kind by Breton House (Algoma Substance Abuse Rehabilitation Centre) & SAH's Sexual Assault Care Centre. The Project offers bi-weekly, free-access, community art studio sessions to at-risk adults and youth (of all genders), respecting everyone's innate expressive nature and providing an opportunity to work in studio with professional artists towards developing creativity-based skills & coping strategies through self-directed, arts-based learning and a focus on community building through skill-sharing and social interconnection. The Art-for-Wellness program offers 100 hours of arts-based learning workshops from January to December 2023 to at-risk adults and youth (16yr+) coping with trauma due to the Covid-19 pandemic, addictions, mental health challenges and sexual violence. While the sessions themselves are not to be framed as 'therapy', they will be designed to focus on self-expression and self-reflection in response to the use of a variety of 2-D and 3-D media and art-making techniques.

### **Drawing Club**

The Drawing Club is professional artists who are aiming to provide barrier-free access to art instruction/collaboration for young/emerging artists in Sault Ste. Marie during monthly art making sessions, culminating in a group show. Through this, the Drawing Club hopes to foster, develop and encourage the next generation of SSM artists. The Drawing Club will bring together artists/ emerging artists to a studio space for ongoing monthly multi-media art making session. This will be an inclusive event with the goal of bringing artists together, interacting and creating after this long period of Covid isolation.

### **Fringe North**

Fringe North provides an opportunity for artists to share their work. Since 2017, Fringe North is a multi-arts festival that runs each August, and is only 1 or 2 Fringe Festivals in Northern Ontario. The 2023 Fringe North Festival will be a hybrid including digital and in person events. Pricing will be in pay-what-you-can formats for easy accessibility. The 2023 festival will expand to include artists across Canada and further deepen relationships with local and regional partners as well as engaging higher levels of in-person tourism. 2023 will see the return of Buskers now that Covid safety is shifting.

### **Handsome Sandwich**

Handsome Sandwich is a 5-piece alternative rock band creating music inspired and informed by the life and struggles in Sault Ste. Marie. The goal is to use the grant to fund upcoming fees for recording and production of Handsome Sandwich's first album. 11 tracks are now ready to be mixed, mastered and promoted. Making this album will be a stepping stone to a sustainable future in the arts, while also celebrating the culture of Sault Ste. Marie.

### **Living History Algoma**

Living History Algoma is a non-profit organization dedicated to encouraging cultural activities that document and share with a wider public the history of Algoma. Project activities involve the collections of 10 oral histories. In 2023, Living History Algoma will attempt to gather most of the oral histories in a themed series, and have committed to also partner with the City for a series of 5 Covid interviews. Oral histories rely on volunteers to coordinate and conduct the interviews, however, the videography/filming and the slating for website inclusion takes expertise and time.

### **Rapp Bingo**

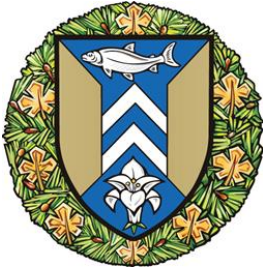
Rapp Bingo, organized by local DJ, turntablist, producer and artist DJ Seith, is an interactive performance, where the DJ becomes a Bingo Caller, using vinyl records to run a live game of Bingo that the audience can participate in, in real time. Show-goers are provided free access to customer Bingo cards and dabbers upon entry to the event. The cards contain words and phrases from songs that feature in the DJ performance, which audience members can stamp upon hearing them. There is also a visual call board that operates alongside the performance, showing the words onscreen as they are played off of the record in real-time.

### **The Klub**

The Klub 2SLGBTQ+ Community Centre is a non-profit organization that provides a year-round in-person safe space for 2SLGBTQ+ youth and families. The Klub's idea is to take the feedback that has been received from our community regarding a need for more 2SLGBTQ+ positive spaces and arts based programming within Baawaating and deliver four youth-based arts showcases for racialized, Indigenous 2SLGBTQ+ youth ages 16 - 29 and allies at The Klub that include performance, visual and literary arts. During the four events, The Klub contribute to a community art project that will offer our local queer and trans artists a space to have their art on display for the rest of the community to engage with. The hope by offering this, our community's 2SLGBTQ+ youth artists will be able to use their art as a means of self-expression, self-exploration and self-love, ultimately contributing to greater wellness in Sault Ste. Marie.

### **Thinking Rock**

Thinking Rock Community Arts co-creates art with and for the people living along the North Shore of Lake Huron, from Genaabaajing (Serpent River First Nation) to Baawaating (Sault Ste. Marie) and all points in between. Through free and inclusive artistic programming, Thinking Rock invite people of all Nations, ages, abilities, backgrounds and identities to join us in playing, making and dreaming about this special place we call home. 2023 will include three key programs – A Stitch In time: Intergenerational Mending Project (which brings people together across generations to consider what mending means, exchange skills and stories, and co-create collaborative textile artworks about it); bi-weekly hybrid-delivered Making Nights (that have nurtured a crafting community of attendees joining from Sault Ste. Marie, Algoma and beyond for inspired conversation and making) and in-person drop-ins (which bring people together for artful activities and collaboration on participatory art projects); and In Service of our Stories (a research project in partnership with NORDIK Institute that will surface sustainable ASO models to support community arts practice in Algoma and beyond, contributing to an emerging provincial dialogue; funding pending).



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

**C O U N C I L   R E P O R T**

February 21, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Emily Cormier, Sustainability Coordinator  
DEPARTMENT: Community Development and Enterprise Services  
RE: February 2023 Community Development Fund – Green  
Initiatives Program Applications

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**Purpose**

The purpose of this report is to seek Councils approval for recommendations from the Environmental Sustainability Committee for the distribution of Community Development Fund (CDF) – Green Initiatives Program funds.

**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, increase energy efficiency, healthy and resilient ecosystems, including habitat restoration, active transportation and waste reduction. 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 a rolling intake throughout the year.

Total annual funds available for all projects under the CDF – Green Initiatives Program in 2023 is \$50,000, with \$778.11 in reserve. Eligible applicants include not-for-profit organizations and City departments.

Two (2) projects were presented to the ESC on February 7, 2022. A discussion was held at the last ESC meeting on the eligibility criteria and the definition of 'non-profit' organizations. It was City staff's view that not-for profit organizations included local organizations that do not generate profit, including registered not-for-profits and charities, school boards, as well as governmental institutions and agencies. The committee passed the following resolutions:

Mover: T. Kern

Seconder: M. Britton

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF – Green Initiatives Program in the amount of \$5,479.10 for the F.H. Clergue Tree Planting Project and recommends that Council approves the request.

Mover: C. Gardi

Seconder: N. Roubel

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF – Green Initiatives Program in the amount of \$9,259.81 for Clean North white cedar forest grove and healing garden at the Sault Area Hospital (SAH) Residential Withdrawal Management Centre and recommends that Council approves the request.

### **Analysis**

#### **F.H Clergue – Tree Planting Project Funding Request**

F.H Clergue aims to increase green space on their school property by planting thirty-five (35) trees in the playground area along the Pine Street and Cunningham Street borders. Trees will be spaced out 3 metres from the fence line and approximately 5 metres apart. The playground is currently poorly treed and offers little shade for students playing outside on sunny days, and there is little shelter from cold winds in the winter. Planting trees will improve both the enjoyment of the students and also help reduce urban heat island effects and also contributes to climate mitigation through carbon sequestration. Trees also remove contaminants from the air, improving air quality.

As well, the project seeks to plant a diverse array of both deciduous and conifer tree species. Planting a diverse set of tree species will support local wild birds and pollinators and also contributes to the urban tree canopy's resilience. Planting native trees will help restore the school grounds natural habitat and provide them with food and shelter. Maintaining pollinator populations is critical in agriculture and is essential for food security which is under threat due to climate change<sup>1</sup>. Funding from the Green Initiatives Fund will be used to purchase trees along with soil and planting materials. The planting project will be run and organized by a volunteer parent committee comprised of parents of students at the school, in the late spring / summer of 2023.

#### **Clean North – SAH Tree Planting Project Funding Request**

Clean North aims to increase the green space at the Sault Area Hospital (SAH) Residential Withdrawal Management Centre, located on the corner of Second Line East and Old Garden River Road by creating a white cedar forest grove and healing garden. Clean North has partnered with the SAH project team and SaIDan,

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<sup>1</sup> Carven D et al (including Schamp) 2018. Multiple facets of biodiversity drive the diversity-stability relationship. Nature Ecology and Evolution. 2, 10.1038/s41559-018-0647-7

the project landscape architect to provide 300 – 500 trees, transplanted from the Clean North nursery site for the exterior landscaping of this new residential withdrawal management facility and grounds.

The trees will significantly contribute to the aesthetic, spiritual and environmental qualities of the facility. The cedars will provide green space in and around the site's outdoor healing lodge on the southwestern corner of the grounds. They will also provide visual and noise buffers between the grounds and the heavy traffic flow on the adjacent roadways. The trees will provide wind and shelter for residents and staff in the healing lodge area, as well as provide wind and visual breaks along the north and eastern edges as well as provide wind and visual breaks along the north and eastern edges of the site. The trees will also provide protection from runoff and site erosion and will enhance groundwater infiltration. As well, the native trees will over time, restore a small portion of this current open construction site, and formerly untried weedy shoulder areas of the former business at the site into a thriving, self-sustaining native species dominated forest / parkland. Clean North estimates that this project will offset approximately 11 tonnes of carbon dioxide equivalent (tCO<sub>2e</sub>)<sup>2</sup>.

The application from Clean North noted that it is there understanding that the SAH Residential Withdrawal Management provincial project budget was reduced, and negatively impacted outdoor landscaping plans, particularly for the healing lodge and its immediate surroundings. The grounds and the healing lodge are integral components of the planned residential withdrawal management program at the facility. Funding from the green initiatives fund will be used to fund the provisioning of the essential rental tractor (small skid steer) and a specialized skid steer front mounted implemented called a tree scoop. The operational portion of this project will occur in September – October 2023, with planning starting in March 2023.

### **Financial Implications**

The 2023 Community Development Fund – Green Initiatives Fund currently has an uncommitted balance of \$50,000 with \$778.11 in reserve available to support the two projects in this report totalling \$14,738.91.

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

The project recommendations support the values 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

In addition, the applications support actions under the green space pillar of the Sault Ste. Marie Community GHG Reduction Plan: 2020 – 2030 including:

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<sup>2</sup> <https://www.encon.eu/nl-BE>



- Encourage the planting of native and non-invasive tree species
- Partner with a local school boards to participate in Environmental Stewardship activities (e.g. tree planting)
- Encourage tree planting and preservation of natural areas a priority as part of community sustainability efforts

**Recommendation**

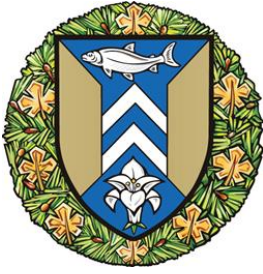
It is therefore recommended that Council take the following action:

Resolved that the report of Emily Cormier, Sustainability Coordinator dated February 21, 2023 titled February 2023 Community Development Fund – Green Initiatives Program Applications be received and that the recommendations of the Environmental Sustainability Committee to support the two projects as follows be approved:

1. F.H Clergue – Tree Planting Project Funding in the amount of \$5,479.10
2. Clean North – SAH Tree Planting Project in the amount of \$9,259.81

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**

February 21, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Brent Lamming, Director of Community Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: Outside Agency Grant Agreements 2023

---

**Purpose**

Outside Agency Grant Agreements for 2023 are provided for Council approval.

**Background**

At a Council meeting dated February 8, 2021 the following resolution was passed.

Outside Agency Grant Agreements 2021

The report of the Director of Community Services was received by Council. The relevant By-laws 2021-30, 2021-31, 2021-32, 2021-33, 2021-34, and 2021-35 are listed under item 11 of the Minutes.

Further, at a Council meeting dated January 10, 2022 the following resolution was passed.

A report of the Director of Community Services is attached for the consideration of Council. By-laws 2022-2, 2022-3, 2022-4, 2022-5 and 2022-6 are listed under Agenda item 11 and will be read with all by-laws under that item.

Funding for the outside agency grants was approved in the 2023 Operating Budget. The annual funding agreement sets out the activities and/or services eligible for funding, how the funds will be flowed, and the reporting requirements.

**Analysis**

The list of outside agencies with annual funding agreements is provided below. In 2021, a number of new reporting requirements were added to each agreement as a condition of funding. Reporting metrics for each organization for 2022 can be found under Schedule C of each agreement under the related by-law located elsewhere on the agenda. No change in reporting requirements are recommended for 2023.

<b>Organization</b>	<b>Funding Amount Requested - 2023</b>
Algoma University	Funding \$40,000 – same as 2022
Pee Wee Arena	Funding \$22,582.70 in 2023, was \$21,077 in 2022 – <b>tax rebate</b>
The Art Gallery of Algoma	Funding \$298,550 in 2023, Funding 2022 \$280,785, <b>increase of \$17,765</b>
The Ontario Bushplane Heritage and Forest Fire Educational Centre	Funding \$175,000 – same as 2022
Sault Ste. Marie Museum (Sault Ste. Marie & 49 <sup>th</sup> Field Regiment R.C.A. Historical Society)	Funding \$260,000 – same as 2022
Sault Ste. Marie Crime Stoppers	Funding \$25,000 – same as 2022

**Financial Implications**

Funding for the outside agency grants has been approved in the 2023 Operating Budget.

**Strategic Plan / Policy Impact**

The Outside Agency Grant Agreements align with the Strategic Plan Value: Accountability and Transparency.

**Recommendation**

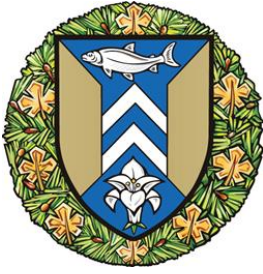
It is therefore recommended that Council take the following action:

That the report of the Director, Community Services dated February 21, 2023 regarding 2023 Outside Agency Agreements be received.

Further, that relevant by-laws and agreements are listed elsewhere on the agenda and are recommended for approval.

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)



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

February 21, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Brent Lamming, Director of Community Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: Twin Pad Grand Opening Update

---

**Purpose**

The purpose of this report is to provide an update to Council on the opening date for the new Twin Pad Arena at the Northern Community Centre.

**Background**

The construction tender to Ellis Don was approved on May 31, 2021 in the amount of \$29,319,000.

At a Council meeting dated August 8, 2022 the following resolution was approved from project contingency.

Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated August 8, 2022 concerning Twin Pad Expansion Update be received and that the recommendation of the Twin Pad Task Force for a change order in the amount of \$142,383 for rubberized surfacing of the walking track be approved from contingency funding.

At a Council meeting dated November 21, 2022 the following resolution was passed.

Resolved that the report of the Director of Community Services dated November 21, 2022 concerning Twin Pad Reallocation of Contingency Funding be received and that the approved construction tender for the Twin Pad Arena be increased by \$500,000 to a total of \$29,819,000 to be funded from the project contingency budget.

Further, at a Council meeting dated January 9, 2023 the following resolution was passed.

Resolved that the report of the Director of Community Services dated January 9, 2023 concerning reporting of Amend Nov. 21 2022 Reallocation of Contingency Funding for the Twin Pad by delegation through CAO be

received and that the approved construction tender for the Twin Pad Arena be increased by the additional \$125,000 funded from the project contingency budget to a total of \$30,086,383 be approved.

### **Analysis**

Staff are very pleased to announce that a soft opening for the Northern Community Centre (Twin Pad Arena) is tentatively scheduled to occur on February 27, 2023 and that a formal grand opening ceremony will take place on March 6, 2023.

Games for user groups are scheduled to commence on March 1, 2023 on both ice surfaces. During the remainder of February the facility will be available for booking for practice times as staff and patrons get familiar with the new facility. The W.J. McMeeken arena will close once the new facility opens as both cannot operate at the same time. Demolition is scheduled for this spring to expand the parking lot area to service the new facility. The new lot will accommodate 328 spaces including 20 accessible spaces in close proximity to the entrance (Appendix A).

During the interim to handle the parking shortfall patrons are encouraged to utilize adjacent parking at Korah Collegiate during evening and weekend hours when school programming is not occurring.

Please find pictures attached in Appendix B capturing different aspects of the facility (some taken in the later stages of construction). As a reminder, amenities for the new facility include:

- 2 NHL sized ice rinks 200 feet long x 85 feet wide
- Rubberized Walking Track (Rink 1 upper level)
- 10 change rooms (minimum of 20' x 30'), each having space for one toilet, one urinal, one sink and shower stalls
- 2 fully accessible change rooms – 1st of its kind in SSM
- 2 Referee rooms (10' x 12') each having space for one toilet, one sink and shower stall (two shower heads)
- Electric Zamboni charging infrastructure and an oversized snow melting pit to accommodate snow shavings
- A full heat recovery unit to recapture waste energy
- Spectator seating on both sides of the ice surfaces (750 and 250-300)
- Facility maximizes natural light taking into consideration the effect of direct sun light has on the ice surface and refrigeration system
- Adequate space for public and user group meeting and other community gathering activities – ADSB Partnership and Pro Shop
- Spacious accessible, elevated lobby overlooking the ice surface for good viewing and complete with heat and air conditioning
- Standing/seating with tables in front of glass viewing into both arenas; universally accessible layout

- Concession, reception and office space included within lobby area and applicable seating
- Public washrooms located in upper and lower levels
- Desiccant dehumidification (designed for year round ice)
- A full service Pro Shop

### **Financial Implications**

There is no impact to the Operating budget as a result of this report.

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

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

- Under Fiscal responsibility, we will manage municipal finances in a responsible and prudent manner.
- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

The Twin Pad arena project has prioritized energy efficiency and incorporates emission reduction technologies such as a Full Heat Recovery unit to capture waste energy from the ice plant to be repurposed within the building and lowering natural gas consumption. It also includes LED lighting throughout and an Electric Ice resurfacers which further lessen the buildings environmental impact and align with the GHG Reduction Plan.

### **Recommendation**

It is therefore recommended that Council take the following action:

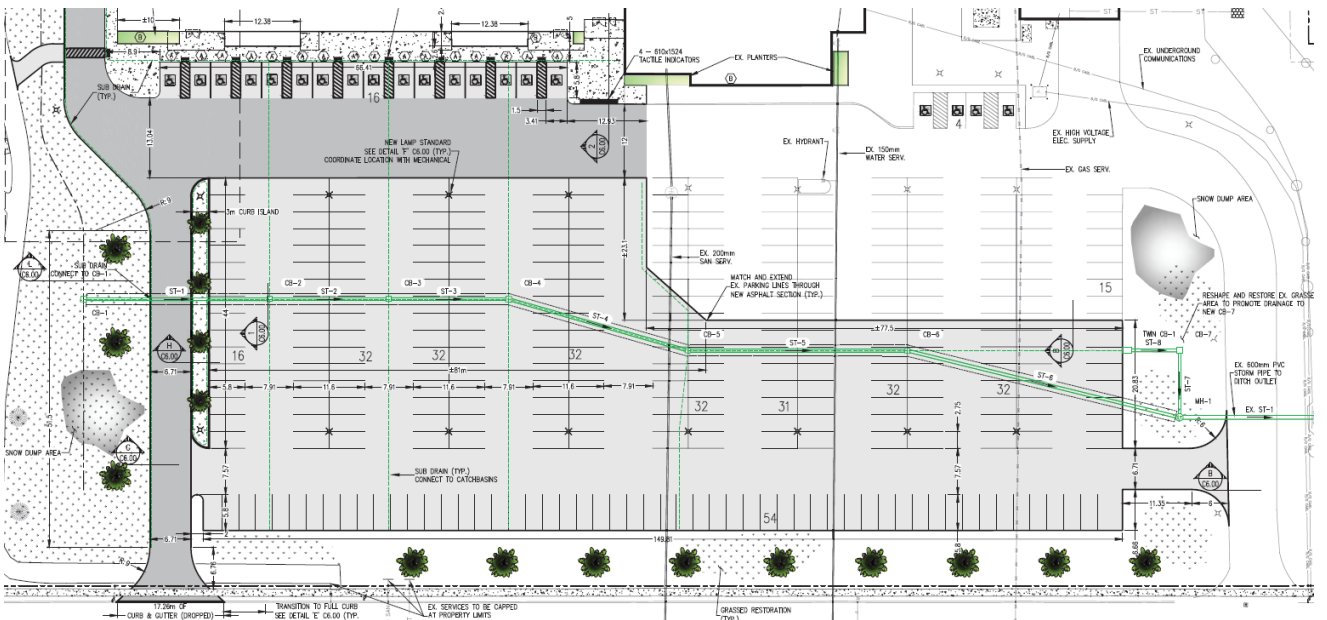
Resolved that the report of the Director of Community Services dated February 21, 2023 concerning Twin Pad Arena – Grand Opening Update be received as information.

Respectfully submitted,

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

# Appendix A

328 Parking Spaces which includes 20 Accessible Spaces





## Appendix B – Northern Community Centre - Twin Pad Arena Progress Photos

Lobby – Rink 1 on the left



Lobby approaching Pro Shop on left and Rink 2





Rink 1 Top View



Walking track –view from second level





Upper level concourse walkway – ADSB Leased classrooms to the right



Rink 2





Viewing Area to Both Rinks



Rink 2 from Viewing Area





Rink 1 through glass from Lobby



Rink 1 Ground Level Entry





Rink 2 Accessibility Ramp



Future ADSB Lease Area on Level 2

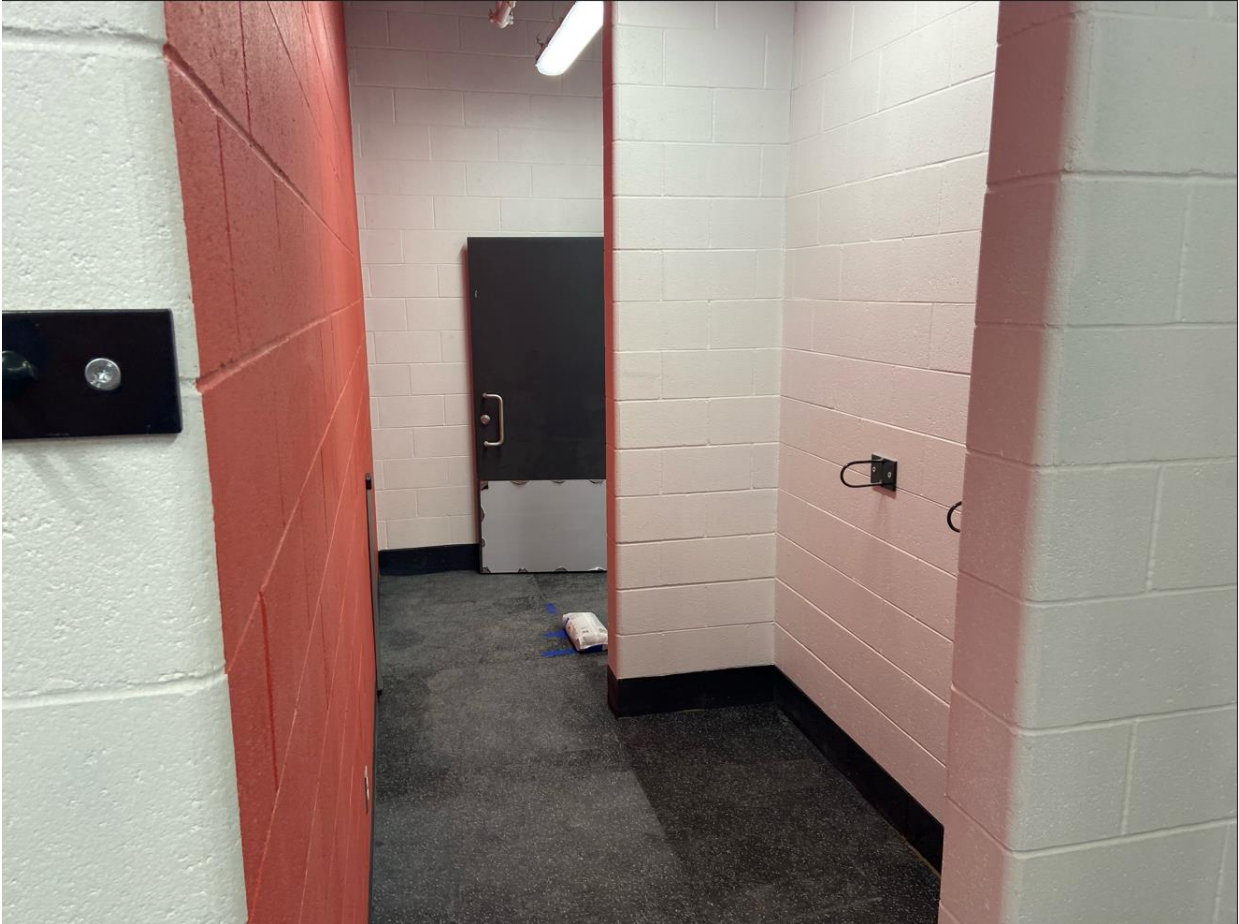


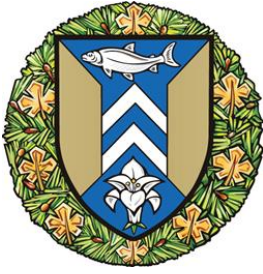


First Accessible Change Room in SSM



Change room Entry





The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

February 21, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Tom Vair, Deputy CAO, Community Development and  
Enterprise Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: Mill Market Funding Update

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### **Purpose**

The purpose of this report is to provide Council with an update related to a successful funding application by the Mill Market to the Green and Inclusive Community Buildings program and to seek Council approval on the allocation of these funds.

### **Background**

On August 18, 2022, City Council approved the following resolution:

Resolved that the report of the Manager of Purchasing dated August 18, 2022 be received and (subject to funding approval per CDES report elsewhere on the agenda) that the tender submitted by Ruscio General Contracting for the Relocation of Mill Market 73 Brock Street at the negotiated tendered price of \$2,994,000 plus HST as requested by Community Development and Enterprise Services be approved;

Further that the City's Consultant (MGP Architects & Engineering Inc.) be authorized to issue a Letter of Intent to Ruscio General Contracting to commence mobilization for the Project.

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

Council was made aware that the Mill Market had applied to government funding programs to support the project. One of the programs that the Mill Market applied to was the Green and Inclusive Buildings (GICB) program from Infrastructure Canada. Staff and the Mill Market are pleased to report to Council that the funding application was successful in the amount of \$1,711,596 and an announcement took place February 13, 2023.



### **Analysis**

A Council report on June 13, 2022 indicated that, should the Mill Market be successful in receiving additional funding, the amount of funding received would reduce the requirement for the City to lend any funds to the market and reduce the City's contribution.

With the addition of the GICB funding, staff and the Mill Market are recommending the budget for the project be adjusted to include:

- 1) Booth construction – one aspect of the project which was removed with value management was the construction of booths for the market. The plan was to bring over current tables from the market unless additional funding was realized. Having professional booths constructed, some of which can be locked and secured to enable further facility activation, will be of great benefit to the facility and to the aesthetics of the market. It is estimated the cost of the booths to be up to \$350,000.

It should be noted that the Mill Market is still pursuing an application with NOHFC for additional funding support and has requested the City be a co-applicant for this funding application.

Staff would recommend providing the Mill Market with a loan of up to \$350,000 for booth construction within the facility. The Mill Market has a design for the booths in mind and can finalize the details of the booths to meet the requirements of their vendors and schedule the construction to align with occupancy.

- 2) Contingency – staff would recommend adding a contingency budget to the project at this time given experience with other capital project projects underway. It is recommended a contingency of up to \$270,000 be set aside for the project. Any amount not spent of the contingency will reduce the City's contribution to the project.

With the above booth construction costs and contingency taken into account, the City's contribution to the project will be reduced by \$1,043,238. It is recommended that this amount be returned to the Asset Management reserve and Uncommitted Capital Transportation Funds.

In addition, with the increase in the project contract value and value management work required, the fee for MGP Architects and Engineer, Inc. will be increased by \$43,859. This amount will be covered by project contingency and Council approval is required to increase the contract value by this amount.

### **Financial Implications**

The financial implications for the GICB funding from the Mill Market and addition of the booth construction and contingency are as follows:

<b>Proposed Revised Construction Project</b>	
Tender plus HST	\$ 2,994,000
Engineering/Architect Fees	\$ 203,359
Contingency	\$ 270,000
Booth Construction (loan)	\$ 350,000
Revised Construction Project Cost	\$ 3,817,359

<b>Original Project Contributions</b>	
City	\$ 2,509,001
RED	\$ 250,000
Mill Market Contribution	\$ 40,000
Mill Market Lease	\$ 410,000
Total Contributions	\$ 3,209,001

<b>Revised Project Contributions</b>	
City	\$ 1,465,763
RED	\$ 250,000
Mill Market Contribution (\$40k+booths)	\$ 390,000
Mill Market GICB	\$ 1,711,596
Total Contributions	\$ 3,817,359

**Strategic Plan / Policy Impact**

The Mill Market project aligns directly with several areas of the Corporate Strategic Plan including: Quality of Life – Vibrant Downtown Areas – We are striving to create a vibrant downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City.

And also, “Promote and Support Arts and Culture.” Community Development and Partnerships – Develop partnerships with key stakeholders

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated January 9, 2023 be received and City Council authorize an increase to the Mill Market project budget of \$ 3,817,359.

Further, that Council authorize staff to provide a loan to the Mill Market for booth construction costs of up to \$350,000 and request staff bring back a loan agreement for approval at a future Council meeting (pending NOHFC decision);

Further that Council authorize a change order to increase the project by \$270,000 to provide an increase to the project contingency;

Further, that \$708,089 be returned to the Asset Management reserve; \$335,149 returned to Uncommitted Capital Transportation Funds;

Mill Market Funding Update

February 21, 2023

Page 4.

Further, that Council authorize an increase of \$43,859 to the agreement with MGP Architects and Engineer, Inc. for the project;

Further, that Council authorize staff to apply as a co-applicant with the Mill Market to the Northern Ontario Heritage Fund.

Respectfully submitted,

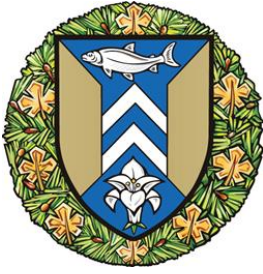
Tom Vair

Deputy CAO

Community Development & Enterprise Services

(705)759-5264

[t.vair@cityssm.on.ca](mailto:t.vair@cityssm.on.ca)



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

February 21, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Brent Lamming, Director of Community Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: Transit Bus Advertising

---

**Purpose**

To seek Council approval to provide a one (1) year extension for Transit Advertising with 2601202 Ontario Inc. o/a Northern Transit and Arena Advertising Agency (NTAA) that was provided for in the five (5) year agreement.

**Background**

The previous contract was with the Sudbury Wolves Hockey Club Limited o/a BK Corporate Marketing Services ended February 28, 2018. In September of 2017 a request for proposal was issued by the City's Purchasing Division.

The sole proposal received was by Northern Transit and Arena Advertising Agency. The proposal was evaluated by staff and accepted.

At a Council meeting dated February 5, 2018 the following resolution was approved.

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

The relevant By-law 2018-27 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**Analysis**

The City entered into a five (5) year agreement dated March 1, 2018 with NTAA to sell advertising on City Transit Buses which expires February 28, 2023.

The City reserves the right to negotiate one (1) year extensions by mutual agreement with NTAA. Staff are recommending a one (1) year extension. The Transit Fleet provides an excellent canvas to provide impactful advertising locally. Staff are pleased with the advertising performance results from NTAA and feel that we are getting good value from the relationship.

Transit Bus Advertising

February 21, 2023

Page 2.

### **Financial Implications**

Revenue generated amounts to a guaranteed \$39,000 in year six (6) of the extended agreement. In addition, an annual payment of 5% of the company's total annual gross billings for Transit Services Advertising will be paid.

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

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

- Under Fiscal responsibility, we will manage municipal finances in a responsible and prudent manner.
- Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society.
- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

### **Recommendation**

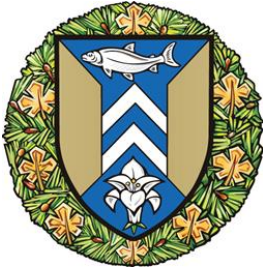
It is therefore recommended that Council take the following action:

That the report of the Director, Community Services dated February 21, 2023 regarding Transit Bus Advertising be received.

Further, that By-law 2023-26 and amending agreement is listed elsewhere on the agenda and are recommended for approval

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)



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

February 21, 2023

**TO:** Mayor Matthew Shoemaker and Members of City Council  
**AUTHOR:** Nicole Maione, Manager of Transit & Parking  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** Municipal Law & By-Law Enforcement Officers

---

**PURPOSE**

The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers, and to update By-law 93-165 which appoints municipal by-law enforcement officers.

**BACKGROUND**

By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time. By-law 93-165 is a By-law appointing municipal by-law enforcement officers and is amended from time to time.

**ANALYSIS**

Not applicable.

**FINANCIAL IMPLICATIONS**

There is no budgetary impact.

**STRATEGIC PLAN / POLICY IMPACT**

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

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

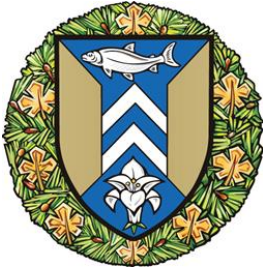
By-law 2023-27 appears elsewhere on the Agenda and is recommended for approval.

By-law 2023-28 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Nicole Maione', with a large, stylized initial 'N'.

Nicole Maione  
Manager of Transit and Parking  
705.759.5434  
[n.maione@cityssm.on.ca](mailto:n.maione@cityssm.on.ca)



The Corporation of the  
City of Sault Ste. Marie

**COUNCIL REPORT**

February 21, 2023

**TO:** Mayor Matt Shoemaker and Members of City Council  
**AUTHOR:** Rick Van Staveren, Director, Economic Development  
**DEPARTMENT:** Community Development and Enterprise Services  
**RE:** Yates Avenue – Trimount Construction Group Additional Property Request 162 Yates Ave.

---

**PURPOSE**

The purpose of this report is seek Council approval of a conditional Agreement of Purchase and Sale executed between the City and Trimount Construction Group Inc. (“Trimount”) for the sale of a portion of Yates Avenue, being Part of Section 34, Korah Parts 1-3, 9, 16, 20 & 21 Plan 1R10744 Except Part 1 Plan 1R10935, Part 1 Plan 1R11773, Parts 2 & 3 Plan 1R13242, Part 1 Plan 1R13366 & Part 1 Plan 1R13469 subject to an easement as in LT127571; S/T an Easement as LT89277, Part PIN 31609-0384 (the “Subject Property”).

**ATTACHMENT**

Attached as Schedule “A” is a map of Yates Avenue showing the 2 acre parcel comprising the Subject Property. Attached as Schedule “B” is a summary of the comments received from relevant City Departments when circulated regarding this matter.

**BACKGROUND**

Yates Avenue was developed for an industrial park (with the support of NOHFC) and is being marketed to assist with business growth and attraction through an agreement with Century 21 (procured through a tender process).

Trimount Construction Group currently owns 4 acres in the Yates Avenue Industrial Park. They have brought forward a proposal to acquire an additional 2 acres (162 Yates Ave) and have plans to build a 5400 sq. ft. building on the new property. The additional land is to allow Trimount to maintain the storage and parking space that was created on the original 4 acre site.

The proposed structure will be utilized for the maintenance of existing equipment as well as to create space for future expansion. Trimount has provided staff with a written development plan, cost estimate, and a letter of confirmation that Tulloch Engineering has been retained to provide engineering services required upon purchase of this property.

Trimount Construction Group Inc. was founded in 2016 and is a heavy civil contractor. They have completed projects with the city, PUC, developers and other municipalities. They have grown to 50 local employees since their inception and are planning to continue growth and expansion.



## **ANALYSIS**

The request was circulated to various City Departments, the Sault Ste. Marie Region Conservation Authority (“SSMRCA”) and the Sault Ste. Marie Housing Corporation (“SSMHHC”) for comment (Attachment B – Comments from Circulation on Trimount Yates Avenue Sale).

Staff are supportive of selling additional land to Trimount. The company has demonstrated solid growth and provides local employment opportunities.

Pursuant to Council direction given in the Closed Session held January 30, 2023 and the delegated authority granted by By-law 2023-17, the Assistant City Solicitor/Senior Litigation Counsel executed an Agreement of Purchase and Sale, conditional upon Council Approval by February 24, 2023. Council Approval shall occur only upon the passing of a By-law authorizing the sale of the Subject Property to Trimount. Trimount also signed the required Acknowledgement and Release confirming that it understands that the Agreement of Purchase and Sale is conditional upon the Council approval sought herein.

The Agreement of Purchase and Sale also contains the following conditions:

- That the Buyer shall undertake to construct a building of a minimum of 2,000 square feet within three (3) years of purchase. If the Purchaser fails to construct a building within that time frame, the City may take back the property. Previous Agreements required the building to be constructed within one (1) year. Given current market demands, supply and demand, construction generally, etc. Century 21 has recommended a revision be made to require construction within a three (3) year timeline in order to be realistic and achievable in today’s market.
- That the Buyer is required to consolidate the Subject Property with the adjacent property immediately after the sale;
- That the Subject Property is to be sold “as is, where is” and unserviced;
- That the Buyer release and hold harmless the Seller from any and all claims related to environmental matters
- That the Buyer undertakes on closing to sign an Acknowledgment that the Buyer is aware that Algoma Steel Inc. is located East of the Subject Property and that Algoma’s operations from time to time shall result in noise being emitted that might be heard at the Subject Property; and
- That the Agreement of Purchase and Sale is conditional upon the Buyer arranging a new First Charge/Mortgage by the 7<sup>th</sup> day of April 2023.

Once all conditions are satisfied, the City shall be responsible for the costs and to arrange for a Reference Plan to denote the Subject Property for registration purposes.

**FINANCIAL IMPLICATIONS**

The financial implications of the sale are based upon our current price per acre as approved by Council of \$50,000/acre. The Agreement of Purchase and Sale sets out a purchase price of \$100,000.00 for the 2-acre lot (2 x \$50,000 per acre). The City is also responsible to pay the costs of the reference plan to define the lands to be sold to Trimount which will be approximately \$4,000.00. The reference plan will be ordered once Trimount waives the financing condition.

**STRATEGIC PLAN / POLICY IMPACT**

Supports our Community Development platform of Maximizing Economic Development and Community Investment

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Authorize that the City owned property described as being Part of Section 34, Korah Parts 1-3, 9, 16, 20 & 21 Plan 1R10744 Except Part 1 Plan 1R10935, Part 1 Plan 1R11773, Parts 2 & 3 Plan 1R13242, Part 1 Plan 1R13366 & Part 1 Plan 1R13469 subject to an easement as in LT127571; S/T an Easement as LT89277, Part PIN 31609-0384 be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to Trimount Construction Group Inc. for the amount of One Hundred Thousand (\$100,000.00) Dollars.

Further, that Council authorize the costs for the survey to be completed by the City once the Buyer waives the financing condition in the Agreement of Purchaser and Sale.

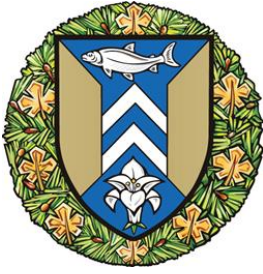
By-law 2023-24 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Rick Van Staveren  
Director, Economic Development  
705-759-5428  
[r.vanstaveren@cityssm.on.ca](mailto:r.vanstaveren@cityssm.on.ca)

and

Melanie Borowicz-Sibenik  
Assistant City Solicitor / Senior Litigation Counsel  
705-759-5403  
[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)



The Corporation of the  
City of Sault Ste. Marie

**COUNCIL REPORT**

February 21, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Andy Starzomski – Manager of Traffic and Communications  
DEPARTMENT: Public Works and Engineering Services  
RE: Parking on Morrison Avenue

**Purpose**

The purpose of this report is to address the Council resolution from September 20, 2022, which reads:

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.

**Background**

In September of 2022, the City received a request to review the parking restrictions on Morrison Avenue between North Street and Hargreaves Avenue. Morrison Avenue is a bi-directional, 8m wide roadway traveling west/east from North Street to Hargreaves Avenue. Currently there is a sidewalk and civic addresses on the north side only. The road grade is approximately 13% with a curve approximately half way on the hill. Current parking prohibition are as follows:

STREET	SIDE	FROM	TO	PROHIBITED TIMES OR DAYS
Morrison Avenue	North	Hargreaves Avenue	North Street	Nov. 1 <sup>st</sup> to Apr. 30 <sup>th</sup>
Morrison Avenue	South	Hargreaves Avenue	North Street	Nov. 1 <sup>st</sup> to Apr 30 <sup>th</sup>

Parking on Morrison Avenue

February 21, 2023

Page 2.

**Analysis**

This section of Morrison Avenue has experienced zero (0) collisions over the past five (5) years. The current winter parking prohibition assists Public Works with the ongoing winter maintenance hills in Sault Ste. Marie require. Morrison Avenue experiences low traffic volumes. Public Works – Traffic and Engineering Services staff have reviewed this section of roadway and have concluded that the current winter parking prohibition is sufficient for this segment of roadway. Engineering Services also recommends that they will continue to monitor this segment of roadway with volume and speed studies. Additional modifications or improvements will be brought forward if found necessary.

**Financial Implications**

There is no financial impact, as the continued monitoring of this segment of roadway will become part of the traffic management/monitoring program.

**Strategic Plan / Policy Impact / Climate Impact**

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

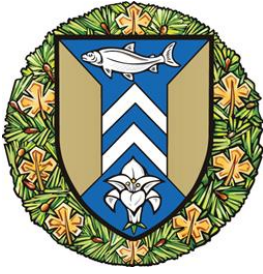
**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Traffic and Communications dated February 21, 2023 concerning parking on Morrison Avenue between North Street and Hargreaves Avenue be received as information.

Respectfully submitted,

Andy Starzomski  
Manager of Traffic and  
Communication  
705.574.1074  
[al.starzomski@cityssm.on.ca](mailto:al.starzomski@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**

February 21, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Shelley Olar, Risk Manager  
DEPARTMENT: Legal Department  
RE: Insurance Program Renewal – Policy Period 2023-2024

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**Purpose**

The purpose of this report is to recommend to Council the renewal of the City’s Insurance Program with Intact Public Entities for the period February 28, 2023 to February 28, 2024.

**Background**

In February 2021, following a Request for Proposals, the City entered into a contract with Frank Cowan Company Ltd. (the “Contract”) to provide General Insurance Services and act as broker (collectively “Managing General Agent”) to market and place the municipal insurance program for the City. The Contract has a three year term that expires February 28, 2024. In April 2021, the Managing General Agent rebranded the company and are now known as Intact Public Entities Inc, (“Intact”) providing risk and claims management services to municipal, public administration and community service organizations across Canada.

The City paid One Million Three Hundred Sixty Four Thousand, Six Hundred and Forty Three (\$1,364,643) Dollars including applicable taxes for General Insurance Services for the first year of the Term and One Million Five Hundred Thirty Six Thousand and Thirty Eight (\$1,536,038) Dollars including applicable taxes for General Insurance Services for the second year of the Term. For year 3 of the Term, the pricing for all insurance coverage is to be set out in Renewal Documents. Given the current challenging insurance market, a budgetary increase of 24% was planned.

The City received Renewal Documents on January 13, 2023. Following negotiations between the Legal Department and Intact, the Legal Department is now in receipt of Intact’s Municipal Insurance Program Renewal Documents for the City, which establishes the premium payable for the period February 28, 2023 to February 28, 2024 as One Million, Six Hundred Twenty Nine Thousand Two Hundred and Ninety One (\$1,629,291) Dollars (before tax), and \$1,713,735.56 inclusive of applicable taxes. This represents an increase of approximately 12.1% to the cost of the City’s insurance, not including all City insurances, and with some

coverages and deductible changing. To provide some context, municipalities across Ontario normally expect increases of at least 15% with some experiencing much greater increases. Our favourable rate is the result of low claims, historic trends, consistent risk management practices and confidence in our operations through constant dialogue with our Insurer.

During the expiring policy period Risk Inspections were completed by Intact's Risk Inspectors on a number of City owned buildings that have not been previously inspected by Intact. Risk Inspections provide the City with calculated reconstruction costs for insurance purposes and ensure appropriate insurance to value is in place. This evaluation resulted in an increase of approximately Seven million (\$7,000,000) Dollars in property value for the City's property assets that were inspected.

### **Analysis**

Intact has met its commitment to provide the City with a good insurance program for Year 3 of the Term, specifically the period from February 28, 2023 to February 28, 2024. Some changes to the coverage provided by the Liability, Property and Auto policies have been applied and are identified in this report.

We continue in a difficult insurance market that has lasted over 3 years, with prices increasing across all lines of coverage, although for many lines of coverage, the increases are no longer hitting the same heights. The current insurance market is attributed mainly to the large catastrophic losses globally in the property insurance market during the past few years (hurricanes, wildfires, earthquakes, flooding). The impact of Municipal claims driving premiums is unique to the Municipal sector. Other factors that impact Municipal insurance include the Joint & Several Liability Rule, Class Action lawsuits, more substantial damage awards and additional heads of damages being sought in lawsuits and social inflation, a trend of rising insurance costs over and above general economic inflation due to increased litigation costs, plaintiff-friendly judgments and higher jury awards, caused by a shift in societal attitudes.

With respect to Intact's Renewal Documents for Year 3, the following analysis and comments are relevant to each of the four (4) broad areas of coverage:

### **Liability**

Our Liability and Errors and Omissions policy now has a Communicable Disease Outbreak Exclusion Endorsement for all operations. This exclusion applies when the communicable disease is determined to be, a pandemic, epidemic, outbreak disaster or public health or other emergency by the World Health Organization or other agency as identified in the policy. Insurers have been applying exclusions for Communicable Disease since 2020 and this exclusion was expected here.

Due to the number and frequency of physical and sexual abuse cases increasing significantly, Intact has adjusted their stance with respect to abuse coverage. Abuse liability is now a Claims-made Endorsement to our Liability policy which will now have an exclusion for abuse. This coverage is subject to \$2 million per claim and a \$2 million aggregate limit. Defence costs for abuse claims are included within the aggregate limit. This abuse limitation does not apply to assault and battery of law enforcement agents while acting within the scope of employment.

Increases in rates for liability are slowly trending downward. Municipal claims continue to increase in frequency and severity and insurers are continuing to tighten their underwriting standards.

The City's rate increase is below that of last year, specifically this year's increase is 8% while last year's increase was 12%.

#### Excess Liability

Excess liability insurance provides additional limits of the primary or underlying insurance. The exclusion for abuse coverage is carried through these policies.

The City's rate increase remains the same as last year at 8%.

#### Property

Pricing of property insurance remains challenging. Declarations of value and related sums insured have come under scrutiny. A key underwriting consideration is in depth examination of risk information including engineering reports.

Due to changes in Intact's rating structure, Flood and Earthquake coverage now applies to both Buildings and "Other Property" (Contents) and the deductible has increased from \$50,000 to \$100,000.

Building values have been increased in order to reflect inflationary trends, and an 11% increase was applied to the City property assets that were not inspected in 2022. All insurers are now applying inflationary increases to Building values.

The City's rate increase is below that of last year, achieving an increase 18.76% as opposed to last year's increase of 32.95%.

#### Automobile (including Transit)

Moderate rate increases continue for automobile insurance. Exposures have increased as economies have reopened and claim costs have risen as parts' costs have accelerated.

Deductible for Police leased vehicles has increased to \$5,000 where it was previously \$2,500. There is no change in the deductible for owned Police vehicles.

The City's rate increase is below that of last year, achieving a 16% increase. Last year's increase was 18%.

#### Facility User Solution Coverage

This newly added policy under the City's insurance program provides the City with knowledge that people renting our facilities have insurance for their hosted events and that the City is an "additional insured" on that insurance. As an additional insured, the City's interests are covered should a claim occur as a result of negligence by someone renting our facility. It is mandatory that renters of City facilities carry liability insurance and this policy will provide a straightforward and affordable way for them to obtain liability insurance.

This is a master policy with hourly insurance rates provided by Intact, that provides \$5,000,000 liability limits for all users. For example, a low risk sporting event will cost \$5 per hour for 1 to 25 people, a non sporting event without alcohol will cost \$5 per hour for 1 to 50 people and a non sporting event with alcohol will cost \$25 per hour for 1 to 50 people. This coverage is written on a Reporting Basis with a deposit premium at inception, in the amount of \$14,025 for the upcoming policy period, with the premium adjusted annually depending on the number of actual rentals. As insurance rates are applied to people renting the facilities, our cost of the premium will be reduced by the rates charged. This policy will allow for more rentals to occur as some do not follow through with the rental of a facility due to the City's insurance requirement.

Overall, Intact continues to provide the City with a good insurance program with some changes to the coverage provided by the Liability, Property and Auto policies as previously outlined in this report for Year 3 and comes well within the amount budgeted.

#### **Financial Implications**

Intact is proposing an annual premium for February 28, 2023 to February 28, 2024 to be \$1,629,291 (not including applicable taxes). After adjusting for the corporate fiscal period (January 1, 2023 to December 31, 2023), inclusive of applicable taxes, the total cost for 2023 is \$1,683,952.22. This premium represents an increase of approximately 12.1% to the cost of the City's insurance, not including all City insurances, compared to the 2022 insurance premium increase of 16.59%.

From these amounts, there will be a portion that is allocated to the Police Services and the Library, as they are part of the City's insurance program. There will also be additional changes as assets are sold or purchased. The 2023 insurance cost can be accommodated within the corporate operating budget.



The City will upfront the cost of the Facility User Solution policy, the cost of which will be offset by hourly insurance rates paid by people renting the facility for events. The hourly rate charged for insurance will depend on if it is a sporting event that is low risk or medium risk, or a non-sporting event with no alcohol or alcohol. The number of people attending the sporting or non-sporting event will also determine the hourly rate charged.

**Strategic Plan / Policy Impact / Climate Impact**

This is an operational issue and not part of the strategic plan.

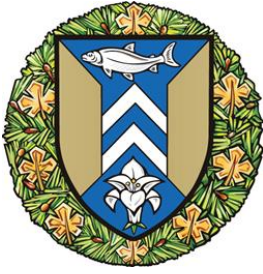
**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Risk Manager dated February 21, 2023 concerning the Insurance Program Renewal – Policy Period 2023-2024 be received and that Council authorize the Legal Department to bind coverage for the City in accordance with Intact’s Municipal Insurance Program Renewal Documents which establishes the premium payable as One Million Six Hundred Twenty Nine Thousand, Two Hundred and Ninety One (\$1,629,291) Dollars plus applicable taxes. As well, the Facility User Solution Coverage in the amount of Fourteen Thousand and Twenty Five (\$14,025) Dollars plus applicable taxes.

Respectfully submitted,

Shelley Olar  
Risk Manager  
705.759.5766  
[s.olar@cityssm.on.ca](mailto:s.olar@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**

February 21, 2023

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Jonathan Kircal, Planner  
DEPARTMENT: Community Development and Enterprise Services  
RE: A-1-23-Z.OP 690 Black Road (Scott Wolowich)

---

**PURPOSE**

The applicant, Scott Wolowich, has submitted a site-specific amendment to the Official Plan and Zoning By-law to permit a tool repair shop and a single-detached home on 690 Black Road.

**PROPOSED CHANGE**

Amend the Official Plan by way of a notwithstanding clause (textual amendment) to permit a single-detached dwelling upon an industrially designated property.

Rezone 690 Black Road from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a Special Exception to, in addition to the uses permitted in an RA Zone, permit a repair and maintenance shop for hand-held power tools, air tools, and similar, subject to the following special provisions:

- Prohibit a sensitive use, such as a residence, from locating within 100 metres from the rear lot line.
- Apply the Rural Area Zone (RA) lot area, lot frontage, and side yard setback regulations for a single-detached dwelling to the tool and repair shop.
- Reduce the setback for a commercial vehicle from 15 metres to 5 metres from any side lot line.

**Subject Property:**

- Location: Located on the east side of Black Road, approximately 200 metres north of the intersection of Black Road and Second Line East.
- Approximate Size: 46 metres of frontage along Black Road, with a depth of 214 metres, and an area of 1.03 hectares.
- Present Use: Vacant.
- Owner: 2640038 ONTARIO INC ( c/o Scott Wolowich)

## **BACKGROUND**

In 2018, a consent application to sever the subject property from the abutting parcel to the north was approved.

The subject property and surrounding area was part of the 2001 Industrial Land Strategy, undertaken to identify and protect land for future industrial development purposes. In some cases, identified lands were re-designated and/or rezoned to Industrial. In this particular area, the lands were already designated Industrial in the Official Plan, however, the zoning was a mix of Rural Area (RA) and Heavy Industrial (M3). It was recommended that the existing zoning remain as is. At that time, rezoning the entire area to industrial was deemed premature as there was no immediate development pressure. Furthermore, residents strongly objected to changing the rural character.

The mismatch of an Industrial Land Use Designation (OP) and Rural Area Zoning (Zoning By-law) upon the subject property was seen as an incremental approach, identifying the long term development potential of the area as industrial, while at the same time recognizing existing development.

## **ANALYSIS**

### **Conformity with Official Plan**

The Official Plan identifies the subject property as Industrial, which excludes sensitive uses such as homes, however the current Rural Area Zoning (RA) upon the subject property expressly permits sensitive uses such as homes. The Official Plan is not 'applicable law' to the Ontario Building Code, therefore, building permit applications are not subject to Official Plan policies or land use designations. The Zoning By-law is applicable law to the Ontario Building Code and building permit applications are reviewed for zoning conformity. Therefore, as a matter of right, the applicant could obtain a building permit and construct a new dwelling unit. Where a proposal does not conform to the Zoning By-law, a rezoning is required, which triggers an assessment of OP policies.

The applicant's proposal to construct a tool repair shop within a Rural Area Zone triggers a rezoning application and the proposal to construct a home triggers the need for an Official Plan Amendment.

The intent of the Official Plan's Industrial land use designation is to minimize the encroachment of sensitive uses upon an industrial area's influence area and vice versa. This is to prevent sensitive uses from being subject to nuisances such as noise, vibration and odour and to protect the industrial facility's operations from being constrained due to residential complaints.

The central issue is whether the proposed home will impact the long term industrial development potential of the surrounding area. Planning staff's review

of this proposal has determined that no significant impacts would occur. This is primarily due to the following considerations discussed later in the report:

- The subject property is located in a transition area between industrial and non-industrial lands.
- Existing sensitive uses already exist in the area, namely Strathclair Park, a significant municipal facility.
- A minimum 100-metre rear yard setback for the house will be required to minimize potential future land use compatibility impacts to abutting industrial lands to the east.

Despite the tool shop's zoning amendment triggering this application, the tool shop itself is small scale and presents no major issues, especially considering the subject property is designated Industrial in the OP.

Had the applicant decided to build the home first and then apply for a zoning amendment to permit the tool shop, this application would have been consistent with the Official Plan since the home would be existing and not part of the proposal. Rather, planning staff has worked with the property owner to use this application as an opportunity to implement regulations to ensure the home is situated in a manner that minimizes future impacts to future industrial development potential, without placing an outright prohibition of the home, which is permitted by current zoning.

Inconsistencies between OP land use designations and Zoning will be reviewed as part of the Zoning By-law review, scheduled to commence following the approval of the draft Official Plan.

### **Conformity with Provincial Policy Statement 2020**

This application is consistent with the policies of the PPS that address matters such as the protection of land uses from one another and efficiently using municipally serviced land.

#### *1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns:*

- a) Promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term.*
- c) Avoiding development and land use patterns which may cause environmental or public health and safety concerns.*

This proposal is consistent with the PPS, as discussed in greater detail elsewhere in this report.

### **Conformity with Growth Plan for Northern Ontario 2011**

Approval of this application does not conflict with the plan.

## **COMMENTS**

The subject area can be described as a transitional area between industrial and non-industrial uses. Light industrial uses, a solar farm, homes, Strathclair Park and a church – the latter three being examples of sensitive uses, exist in the area. Zoning in the area is a mix of Rural Area (RA), Medium and Heavy Industrial (M2, M3), and Parks and Recreation (PR) zones. While it can be argued that uses come and go, Strathclair Park is a significant municipal facility that is expected to exist over the long term.

### 100-metre rear yard setback for sensitive uses

A 100-metre rear yard setback on the subject property for the proposed home will be required to prevent a sensitive use from locating any closer to the abutting industrially zoned lands to the east.

From a land use compatibility perspective, this application presents an improvement from what the zoning by-law currently permits. Current zoning would permit the home to be constructed to within 15 metres of the rear lot line.

### The tool shop

Amending the zoning by-law to permit the business is supported. The tool shop is small scale, measuring approximately 9 by 12 metres in dimension, and would be setback nearly 30 metres from the front lot line. No outdoor storage is proposed. The lot is large enough to accommodate all parking requirements. The business is based on repairing and maintaining hand-held tools, as opposed to heavier equipment items that are associated with off-site noise and vibration.

### Technical amendments

The setback regulations for buildings in the Rural Area Zone pose some challenges because of the width of the lot. The tool repair shop would require 15-metre side yard setback on both sides of the lot. This is not practical given the 45-metre width of the lot. It is therefore recommended that the more flexible regulations for a home be applied to the repair shop. For this same reason, the side yard setback for a commercial vehicle is also recommended to be reduced from 15 to 5 metres.

## **CONSULTATION**

Due to the small-scale nature of this proposal and the surrounding area, the applicant was not required to host a neighbourhood meeting. The circulation area (120 metres from subject property) consists of only 6 private properties with only one residential structure.

Public notice was mailed to all surrounding property owners, advertised in the Sault Star and posted on the City's website. At the time of preparing this report, planning staff received one call from a neighbouring property owner enquiring

about the scale of the proposed tool shop. Planning staff informed the neighbour that the tool repair shop would be small scale, associated with hand-held tools, and that no heavy construction equipment or outdoor storage would be permitted.

### **Application Circulation**

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment.

Engineering Services commented that a 6-metre road widening along Black Road is required. This will not impact the proposed development. The applicant has been informed of this requirement.

### **FINANCIAL IMPLICATIONS**

Approval of this application will not result in any incremental changes to municipal finances.

### **STRATEGIC PLAN / POLICY IMPACT / CLIMATE IMPACT**

Approval of this application is not directly linked to any strategic directions contained with the corporate strategic plan, or to any significant environmental impacts.

### **SUMMARY**

The applicant, Scott Wolowich, has submitted a site-specific amendment to the Official Plan and Zoning By-law to permit a tool repair shop for hand-held tools and a single-detached home on 690 Black Road.

The subject property is currently vacant. The owner wishes to build two separate structures – a home and a tool repair shop. The home would be located behind the shop for increased privacy and reduced exposure from Black Road.

The Official Plan prohibits sensitive uses such as homes to protect and maintain industrial lands from encroachment of sensitive uses that would be impacted by industrial outputs (noise, odour, vibration). The proposed home would be located within a cluster of existing sensitive uses, including Strathclair Park, a major sensitive use. An increased rear yard setback of 100-metres will be required to minimize impacts to rear industrial lands.

The tool repair shop is small in scale and scoped to only repairing hand-held power tools.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated February 21, 2023 concerning Application A-1-23-Z.OP be received, and that Council approve this application in the following manner:

Amend the Official Plan by way of a notwithstanding clause (OPA 245) to permit a single-detached dwelling upon the industrially designated property.

Rezone 690 Black Road from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a Special Exception to:

1. Permit, in addition to the uses permitted in an RA Zone, a repair and maintenance shop for hand-held power tools, air tools and other hand-held tools.
2. Increase the rear yard setback for any sensitive use, including but not limited to a residential dwelling, from locating within 100m of the rear lot line.
3. Apply the Rural Area Zone (RA) building regulations for a single-detached dwelling to the tool and repair shop, excluding the rear yard setback requirement as described in #2.
4. Reduce the setback for a commercial vehicle from 15 metres to 5 metres from any side lot line.

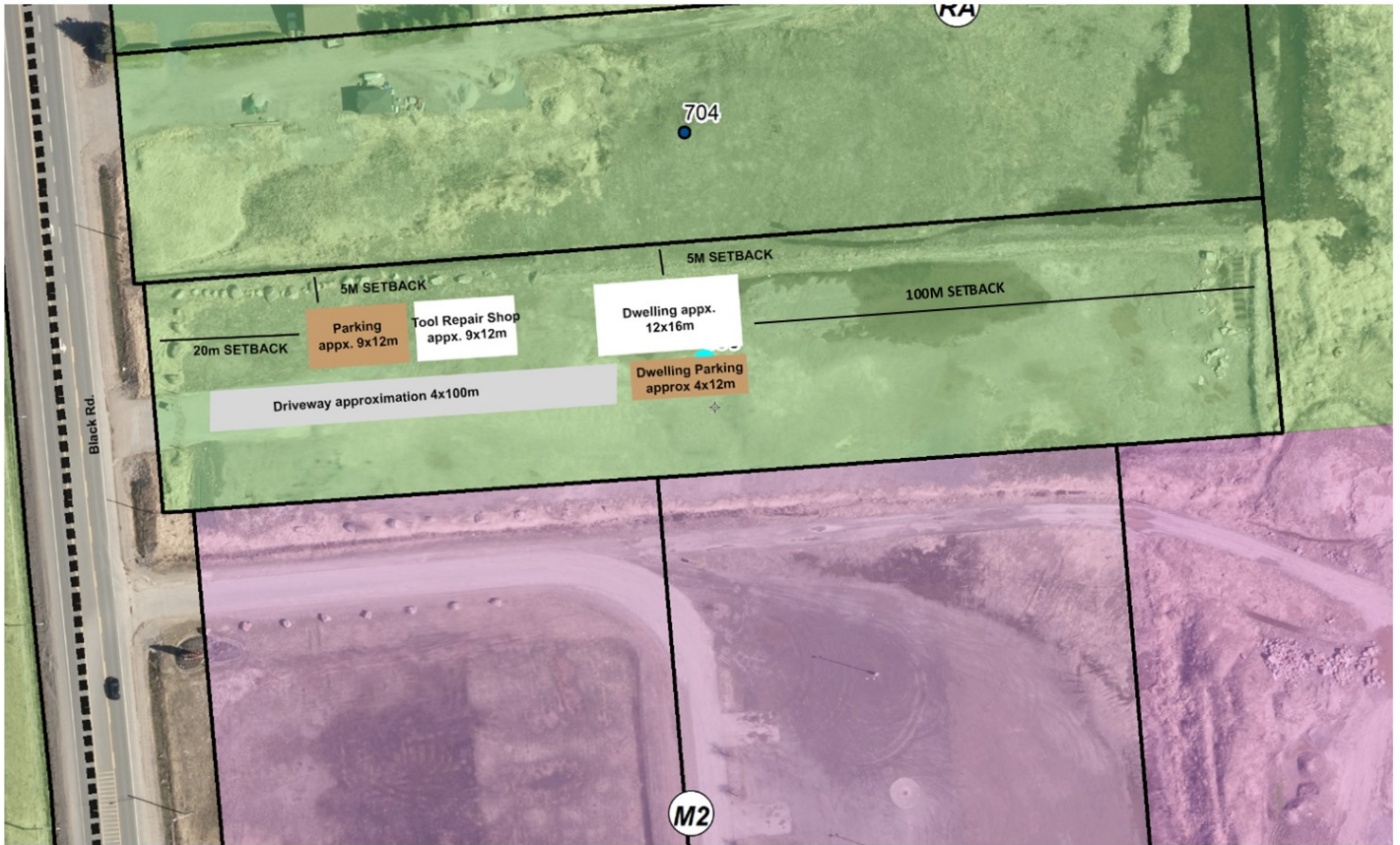
And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

Respectfully submitted,

Jonathan Kircal

705.759.6227

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







**AMENDMENT NO. 245  
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 Residential Policies of the Plan.

**LOCATION**

PT LT 23 RCP H735 TARENTORUS PT 5 & 8 1R11903; EXCEPT PTS 5 & 6 PL 1R13436 SUBJECT TO AN EASEMENT OVER PT 8 1R11903 IN FAVOUR OF PT LT 23 RCP H735, PTS 1, 2 & 3 1R11903 AS IN AL74386; located on the east side of Black Road, approximately 200 metres north of the intersection of Black Road and Second Line East, civic no. 690 Black Road.

**BASIS**

This Amendment is necessary in view of a request to permit a residential dwelling.

Council now considers it desirable to amend the Official Plan.

**DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO**

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

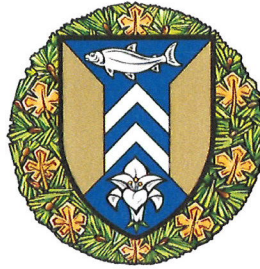
“Special Exceptions”

160. Notwithstanding Industrial policies of the Official Plan, the property described as PT LT 23 RCP H735 TARENTORUS PT 5 & 8 1R11903; EXCEPT PTS 5 & 6 PL 1R13436 SUBJECT TO AN EASEMENT OVER PT 8 1R11903 IN FAVOUR OF PT LT 23 RCP H735, PTS 1, 2 & 3 1R11903 AS IN AL74386; located on the east side of Black Road, approximately 200 metres north of the intersection of Black Road and Second Line East, civic no. 690 Black Road., may be occupied by a single-detached dwelling upon the industrially designated property.

**INTERPRETATION**

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

The Corporation of the  
City of Sault Ste. Marie



Public Works & Engineering Services

Dan Perri, P. Eng.  
Municipal Services & Design Engineer

2022 02 01

MEMO TO: Peter Tonazzo, RPP  
Director of Planning

RE: A-1-23-Z.OP  
690 Black Road  
Scott Wolowich

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

- A 6m road widening is required if it has not already been taken.

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 P.Eng., Public Works



**SUBJECT  
PROPERTY**



Document Path: G:\Applications (2017 - Present)\Planning Act Applications\2023\A-1-23-Z.OP 690 Black Road (wolowich)\GIS Maps\A-1-23-Z.OP\_AerialMap\_Jan2023\_8x11\_V1.mxd

**Application Map Series**

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

**Property Information**

Civic Address: 690 Black Road  
 Roll No.: 030082003000000  
 Map No.: 88/516/1-98  
 Application No.: A-1-23-Z.OP  
 Date Created: January 24, 2023

**Legal Department Reference**

**Legend**

-  Subject Property: 690 Black Road
  -  Parcel Fabric
- Page 128 of 233



**SAULT  
STE. MARIE**

**Planning and Enterprise Services**

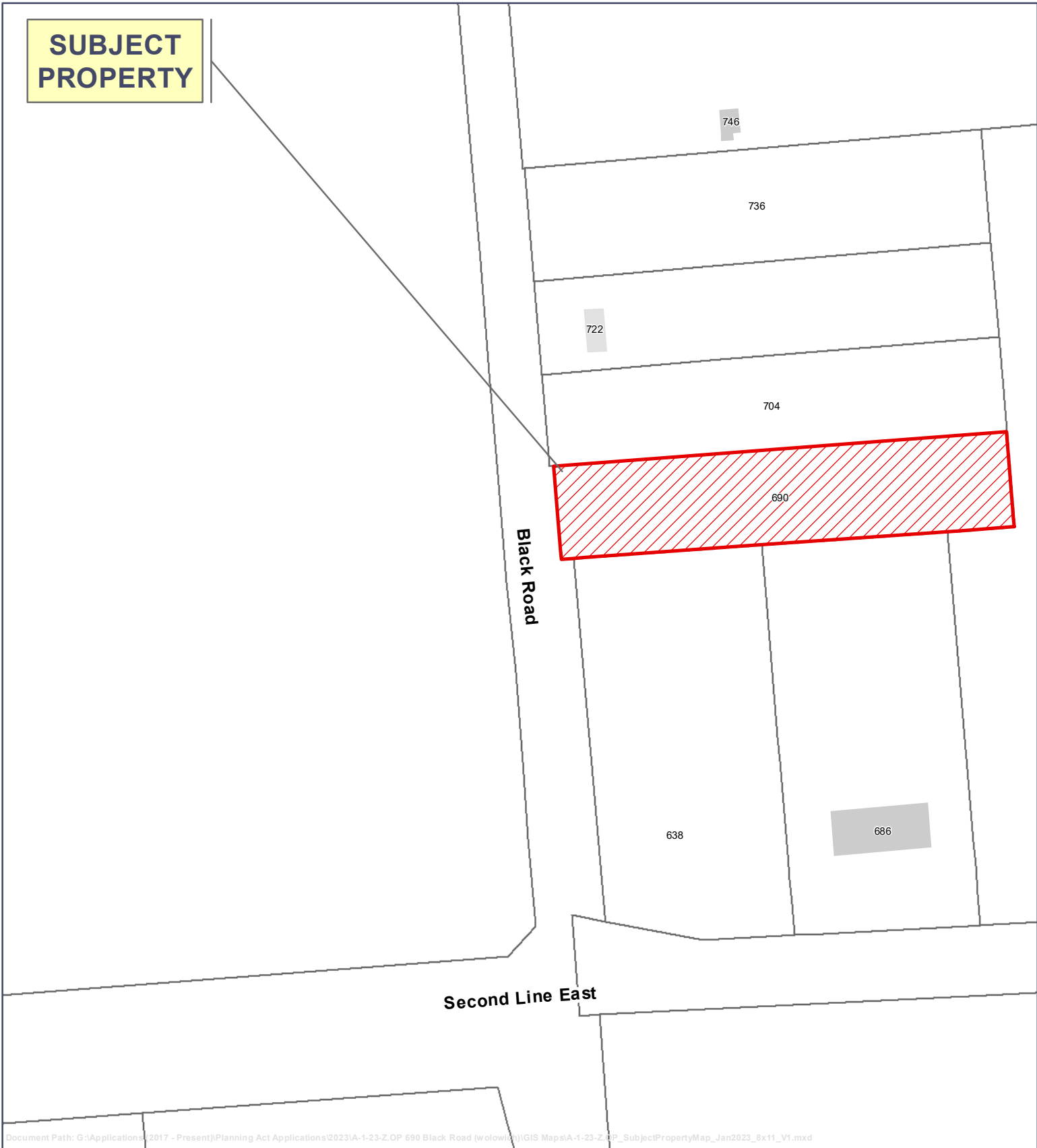
Community Development and Enterprise  
 Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
 saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

*This map is for general reference only*  
 Orthophoto: 2022  
 Projection Details:  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983





**SUBJECT  
PROPERTY**



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

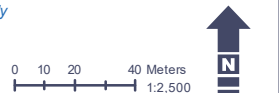
**Legal Department Reference**

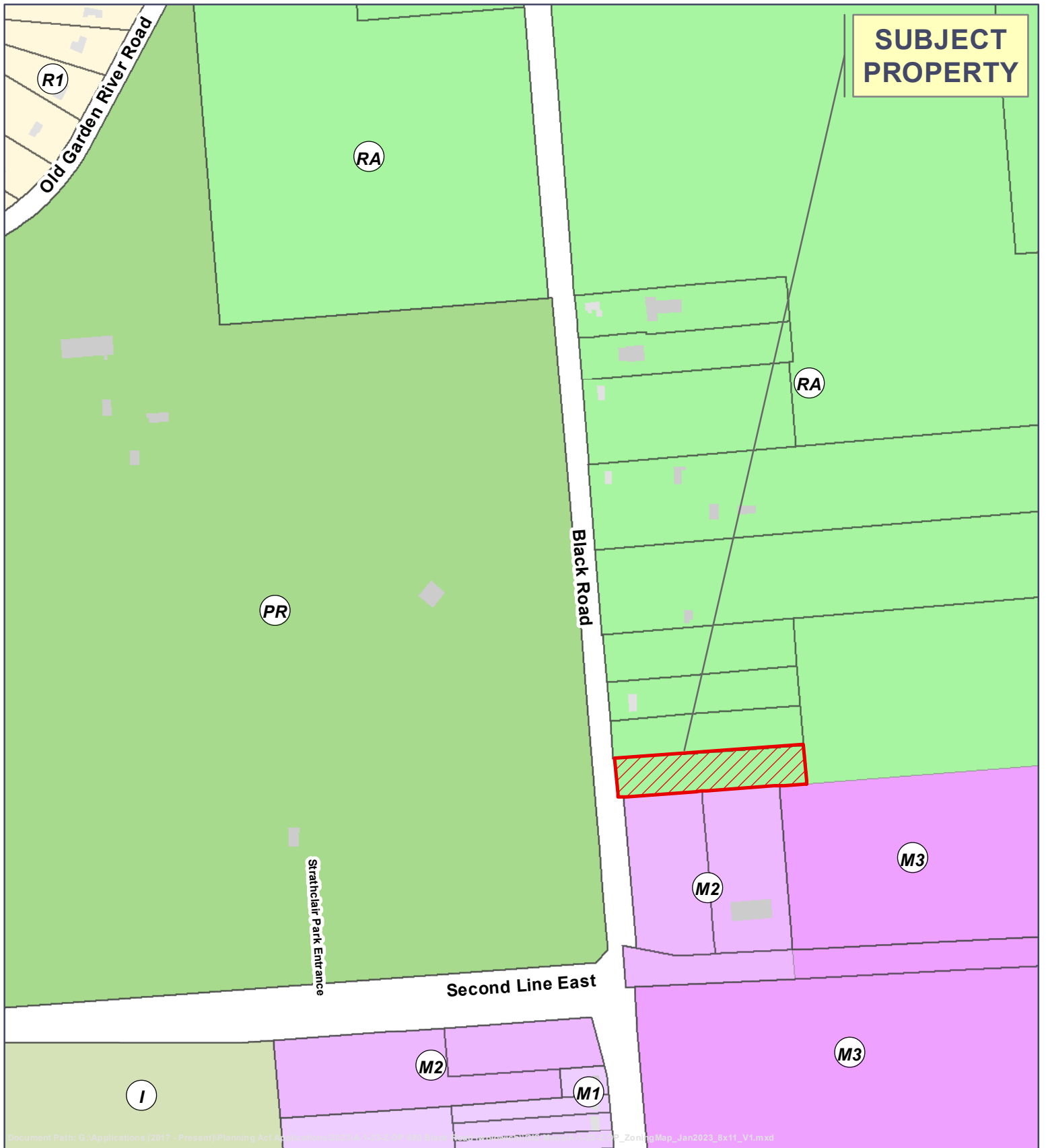


**SAULT  
STE. MARIE**  
**Planning and Enterprise Services**  
 Community Development and Enterprise  
 Services Department  
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
 saultstемarie.ca | 705-759-5368 | planning@cityssm.on.ca  
*This map is for general reference only*  
 Orthophoto: None  
 Projection Details:  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983

**Property Information**  
 Civic Address: 690 Black Road  
 Roll No.: 030082003000000  
 Map No.: 88/516/1-98  
 Application No.: A-1-23-Z.OP  
 Date Created: January 24, 2023

**Legend**  
 Subject Property: 690 Black Road  
 Parcel Fabric  
**Page 129 of 233**





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**Application Map Series**  
 Subject Property  Official Plan Land Use  
 Existing Zoning  Aerial Image  
 Official Plan Amendment

**Property Information**  
 Civic Address: 690 Black Road  
 Roll No.: 030082003000000  
 Map No.: 88/516/1-98  
 Application No.: A-1-23-Z.OP  
 Date Created: January 24, 2023

**Legend**

Subject Property: 690 Black Road	R2 - Single Detached Residential Zone; R2hp
Parcel Fabric	R3 - Low Density Residential Zone
C1 - Traditional Commercial Zone	R4 - Medium Density Residential Zone
C2 - Central Commercial Zone	R5 - High Density Residential Zone
CT2 - Commercial Transitional Zone	R6 - Mobile Home Residential Zone
C3 - Riverfront Zone; C3hp	I - Institutional Zone
C4 - General Commercial Zone; C4hp	EM - Environmental Management Zone
C5 - Shopping Centre Zone	PR - Parks and Recreation Zone
HZ - Highway Zone	RA - Rural Area Zone
M1 - Light Industrial Zone	RP - Rural Precambrian Uplands Zone
M2 - Medium Industrial Zone; M2hp	REX - Rural Aggregate Extraction Zone
M3 - Heavy Industrial Zone	AIR - Airport Zone
R1 - Estate Residential Zone	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  
 saultstемarie.ca | 705-759-5368 | planning@cityssm.on.ca

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

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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

**690 Black Road**  
**Application No.: A-1-23-Z.OP**  
**Applicant: Scott Wolowich**

**Date: February 21, 2023**  
**Time: 5:30 PM**

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

## PURPOSE

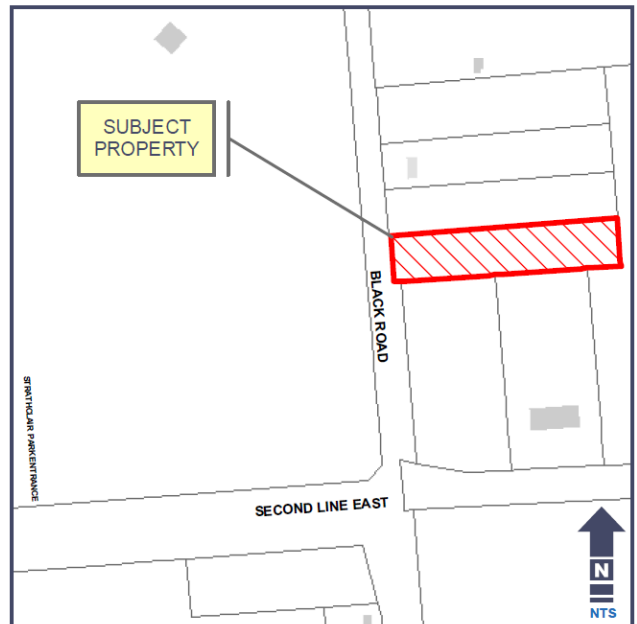
The applicant, Scott Wolowich, has submitted a site-specific amendment to the Official Plan and Zoning By-law to permit a tool repair shop and a single-detached home on 690 Black Road.

## PROPOSED CHANGE

Amend the Official Plan by way of a notwithstanding clause (textual amendment) to permit a single-detached dwelling upon an industrially designated property.

Rezone 690 Black Road from Rural Area (RA) to Rural Area (RA.S) with a special exception to, in addition to the uses permitted in a RA zone, permit a repair and maintenance shop for hand-held power tools, air tools, and similar, subject to the following special provisions:

- Prohibit a sensitive use, such as a residence, within 100 metres from the rear lot line.
- Apply the Rural Area (RA) lot area, lot frontage, and side yard setback regulations for a single-detached dwelling to the tool and repair shop.
- Reduce the setback for a commercial vehicle from 15 metres to 5 metres from any side lot line



## HAVE YOUR SAY

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

**TAKE NOTICE THAT** the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, February 21, 2023 at 5:30 p.m. to consider a proposed amendment to Zoning By-Law No. 2005-150 under Section 17, 21 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, February 17, 2023 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

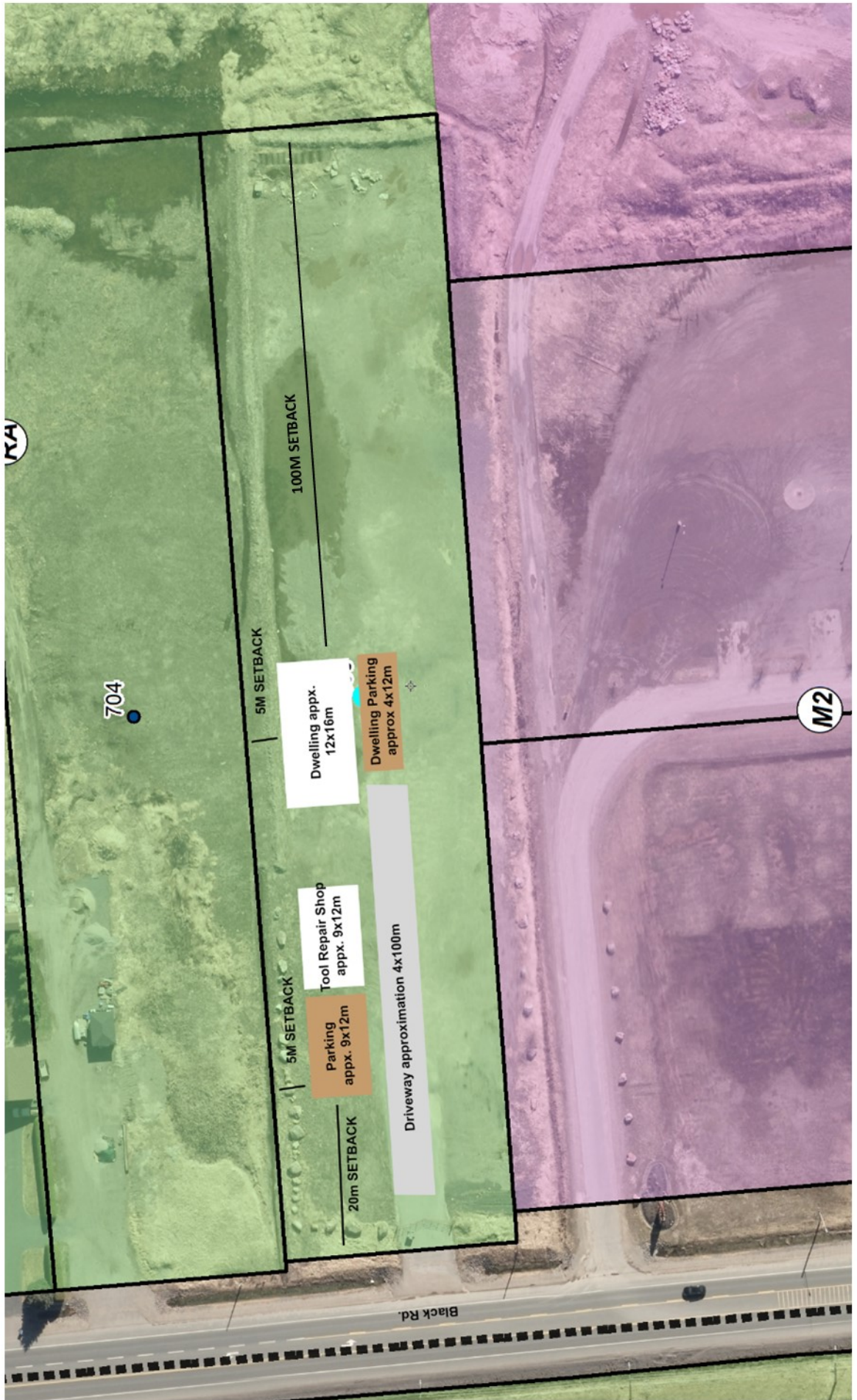
To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Jonathan Kircal, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to [j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca) with your name, address and application file number on or before **Tuesday, February 21, 2023**.

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 Ontario Land 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 Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.





**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2023-18**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Two Hundred Ninety-Eight Thousand Five Hundred Fifty (298,550) Dollars to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2023 between the City and The Art Gallery of Algoma, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Two Hundred Ninety-Eight Thousand Five Hundred Fifty (298,550) Dollars to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors.

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 21<sup>st</sup> day of February, 2023.

---

**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**CITY OF SAULT STE. MARIE GRANT AGREEMENT**

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of January, 2023.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

-and-

**The Art Gallery of Algoma**

(hereinafter referred to as the "Recipient")

**WHEREAS**

The City provides a grant to the Recipient to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors,

**NOW THEREFORE** the parties hereto agree as follows:

**1. TERM**

The Agreement will commence on the Effective Date and will expire on December 31, 2023 (the "Term") unless terminated by the City pursuant to the terms contained herein.

**2. USE OF FUNDS**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

### **3. FUNDS PROVIDED**

The City shall:

- i. Provide the Recipient up to \$298,550, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the

Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Number of visitors – paid admissions
  - b. Number of events or programs
  - c. Number of visitors – events or programs
  - d. Number of virtual visits (if any, COVID-19)
  - e. Visitors from outside of Sault Ste. Marie and location
  - f. Annual revenue

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, 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 licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

**9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

**10. NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

***In the case of notice to the City:***

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

***In the case of notice to the Recipient:***

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

\_\_\_\_\_  
MAYOR – MATTHEW SHOEMAKER

\_\_\_\_\_  
CITY CLERK – RACHEL TYCZINSKI

**The Art Gallery of Algoma**

\_\_\_\_\_  
NAME  
*(I have the authority to bind the corporation.)*



## **SCHEDULE "B"**

### **REPORTING**

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

**SCHEDULE "C"**

**INTERIM REPORT**

Agency: The Art Gallery of Algoma

1. Use of Funds: Provide a detailed description of the approved use of funds.
  
2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes  No  If not, please provide explanation.

	YTD 2023	2022	2021	2020	2019	2018
Number of Visitors - Paid Admissions				1,500	5,800	5,700
Number of Events/Programs				57 (live and virtual)	277	257
Number of Visitors - Events/Programs				1400, 763, 50000 virtual	27,000	27,000
Number of Virtual Visits (if any, COVID-19)						
Visitors from Outside of Sault Ste. Marie and Location						
Revenue:						
City Grant				140,392	280,785	280,785
Other Grants				90,913	66,213	79,252
Donations				4,758	8,000	33,199
Admissions/Memberships				1,500	31,000	24,493
Other (specify)				8,650	66,213	118,998
Annual Financial Surplus/deficit						
Number of Educational Programs Delivered						
Number of Outside Visitors						



3. Other Performance Measures:
  - a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

- b. If not, provide an explanation why and how it affected the Project.

4. 2023 Funding Request: \$ \_\_\_\_\_ (Reason for increase if applicable.)

Signature:

Date:

Name                      of                      Signatory:

Title:

I/We have authority to bind the Recipient.

**SCHEDULE “D”**

**SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT**

Eligible Expense	Approved \$	Actual (net of refundable HST)
<b>Totals:</b>		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule “A” and that none have been reimbursed by another party.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2023-19**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. for a grant to assist with reducing the cost of policing and paying rewards.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2023 between the City and Crime Stoppers of Sault Ste. Marie and District of Algoma Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant to assist with reducing the cost of policing and paying rewards.

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 21<sup>st</sup> day of February, 2023.

---

**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**CITY OF SAULT STE. MARIE GRANT AGREEMENT**

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of January, 2023.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

-and-

**Crime Stoppers of Sault Ste. Marie and District of Algoma Inc.**

(hereinafter referred to as the "Recipient")

**WHEREAS**

The City provides a grant to the Recipient to assist with reducing the cost of policing and paying rewards,

**NOW THEREFORE** the parties hereto agree as follows:

**1. TERM**

The Agreement will commence on the Effective Date and will expire on December 31, 2023 (the "Term") unless terminated by the City pursuant to the terms contained herein.

**2. USE OF FUNDS**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

### **3. FUNDS PROVIDED**

The City shall:

- i. Provide the Recipient up to \$25,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Number of calls received leading to an arrest
  - b. Activities undertaken to raise awareness

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, 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 licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

## **9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

**10. NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

***In the case of notice to the City:***

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

***In the case of notice to the Recipient:***

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

\_\_\_\_\_  
MAYOR – MATTHEW SHOEMAKER

\_\_\_\_\_  
CITY CLERK – RACHEL TYCZINSKI

**CRIME STOPPERS OF SAULT STE. MARIE  
AND DISTRICT OF ALGOMA INC.**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME  
*(I have the authority to bind the corporation.)*

**SCHEDULE "A"**

1. PROJECT DESCRIPTION

Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. provides the community with a tool to anonymously report criminal activity and contribute to an improved quality of life in the District of Algoma. Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. pays rewards for tips that lead to arrests or successful conclusions. The City contributes an amount to assist with reducing the cost of policing and paying rewards.

2. ELIGIBLE GRANT EXPENDITURES

<b>Description of Expenditure</b>	<b>Cost</b>
Rewards for tips	\$25,000
<b>Total:</b>	<b>\$25,000</b>

3. MAXIMUM FUNDS                      \$25,000

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account when claims are received and approved.

5. EXPIRY DATE

December 31, 2023



## **SCHEDULE "B"**

### **REPORTING**

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

**SCHEDULE “C”**

**INTERIM REPORT**

Agency: Crime Stoppers of Sault Ste. Marie and District of Algoma Inc.

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes  No  If not, please provide explanation.

	YTD 2023	2022	2021	2020	2019	2018
Number of calls received leading to an arrest			27	24	57	87
Activities undertaken to raise awareness			2	3	14	12
Annual financial surplus/ deficit		<i>Disclosed in financial report</i>				
Number of fundraising initiatives and amount raised per event		<i>Disclosed in financial report</i>				

3. Other Performance Measures:
  - a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

- b. If not, provide an explanation why and how it affected the Project.

4. 2023 Funding Request: \$ \_\_\_\_\_ (Reason for increase if applicable.)

Signature:

Date:

Name                      of                      Signatory:

Title:

I/We have authority to bind the Recipient.



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2023-20**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000) Dollars to assist in the provision of financial scholarships for local students and marketing and recruitment initiatives.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2023 between the City and Algoma University, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Forty Thousand (\$40,000) Dollars to assist in the provision of financial scholarships for local students and marketing and recruitment initiatives.

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 21<sup>st</sup> day of February, 2023

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**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

**CITY OF SAULT STE. MARIE GRANT AGREEMENT**

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of January, 2023.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

-and-

**Algoma University**

(hereinafter referred to as the "Recipient")

**WHEREAS**

The City provides a grant to the Recipient on an annual basis to assist in the provision of financial scholarships for local students and marketing and recruitment initiatives,

**NOW THEREFORE** the parties hereto agree as follows:

**1. TERM**

The Agreement will commence on the Effective Date and will expire on December 31, 2023 (the "Term") unless terminated by the City pursuant to the terms contained herein.

**2. USE OF FUNDS**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

### **3. FUNDS PROVIDED**

The City shall:

- i. Provide the Recipient up to \$40,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Activities undertaken to attract international students to Sault Ste. Marie
  - b. Number of international students in Sault Ste. Marie
  - c. Name of scholarship recipient and description of scholarship

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, 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 licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.



**9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

**10. NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

***In the case of notice to the City:***

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

***In the case of notice to the Recipient:***

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

\_\_\_\_\_  
MAYOR – MATTHEW SHOEMAKER

\_\_\_\_\_  
CITY CLERK – RACHEL TYCZINSKI

**Algoma University**

\_\_\_\_\_  
NAME  
*(I have the authority to bind the corporation.)*



## **SCHEDULE "B"**

### **REPORTING**

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

**SCHEDULE “C”**

**INTERIM REPORT**

Agency: Algoma University

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes  No  If not, please provide explanation.

	YTD 2023	2022	2021	2020	2019	2018
Activities undertaken to attract international students to Sault Ste. Marie						
Number of international students in Sault Ste. Marie			784	424	742	366
Name of scholarship recipient and description of scholarship		William Carnes; Ashley Denley-Chaput; Emily Singleton; Raina-Lynn Brock; Sarah McEwen; Nicholas Bruni-Pagnotta; Hailey McCarthy; Raija Particelli				
Annual financial surplus/ deficit		please audited financial statements provided.				
Domestic and international enrollment growth per year		International: +12.0% Domestic: -8.0%	International: +15.0% Domestic: +1.0%	International: -6.0% Domestic: +4.0%	International: +200% Domestic: +2.4%	International: -12% Domestic: -1.0%
Total enrollment per year (FT and PT)		1410 (estimated)	1364	1282	1300	948

- 3. Other Performance Measures:
  - a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

- b. If not, provide an explanation why and how it affected the Project.

4. 2023 Funding Request: \$ \_\_\_\_\_ (Reason for increase if applicable.)

Signature:

Date:

Name                      of                      Signatory:

Title:

I/We have authority to bind the Recipient.



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2023-21**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Soo Arena Association (o/a Soo Pee Wee Arena) for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2023 between the City and the Soo Arena Association (o/a Soo Pee Wee Arena), a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full.

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 21<sup>st</sup> day of February, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**CITY OF SAULT STE. MARIE GRANT AGREEMENT**

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of January, 2023.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

-and-

**Soo Arena Association (o/a Soo Pee Wee Arena)**

(hereinafter referred to as the "Recipient")

**WHEREAS**

The City provides a grant to the Recipient equal to the total municipal and education property tax,

**NOW THEREFORE** the parties hereto agree as follows:

**1. TERM**

The Agreement will commence on the Effective Date and will expire on December 31, 2023 (the "Term") unless terminated by the City pursuant to the terms contained herein.

**2. USE OF FUNDS**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.



### **3. FUNDS PROVIDED**

The City shall:

- i. Provide the Recipient a grant equal to the annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Ice utilization percentage for both primetime and non-primetime
  - b. Major capital projects completed
  - c. Funding received

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, 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 licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

## **9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result

in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

**10. NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

***In the case of notice to the City:***

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

***In the case of notice to the Recipient:***

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

\_\_\_\_\_  
MAYOR – MATTHEW SHOEMAKER

\_\_\_\_\_  
CITY CLERK – RACHEL TYCZINSKI

**Soo Arena Association (o/a Soo Pee Wee  
Arena)**

\_\_\_\_\_  
NAME  
*(I have the authority to bind the corporation.)*

**SCHEDULE "A"**

1. PROJECT DESCRIPTION

The Soo Pee Wee Arena was opened in 1967 and has assisted the City since then in providing additional ice time for hockey and skating. An annual grant equal to the municipal and education property taxes for the year is provided.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Municipal Property Tax Bill-estimate only-maximum grant	\$22,582.70
<b>Total:</b>	<b>\$22,582.70</b>

3. MAXIMUM FUNDS \$22,582.70

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

October 1, 2023 or subsequent if property taxes not paid in full by September installment date.

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2023

## **SCHEDULE "B"**

### **REPORTING**

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

**SCHEDULE "C"**

**INTERIM REPORT**

Agency: Soo Arena Association (o/a Soo Pee Wee Arena)

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes  No  If not, please provide explanation.

	YTD 2023	2022	2021	2020
Ice utilization % - primetime			81	90
Ice utilization % - non-primetime			69	70
Major capital projects completed			Parking Lot	Lighting
Funding received			Yes	Yes
Annual financial surplus/ deficit				
Days utilized per calendar year				

3. Other Performance Measures:

a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b. If not, provide an explanation why and how it affected the Project.

4. 2023 Funding Request: \$ \_\_\_\_\_ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.





**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2023-22**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred And Seventy-Five Thousand (\$175,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2023 between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of One Hundred And Seventy-Five Thousand (\$175,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

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 21<sup>st</sup> day of February, 2023.

---

**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK - RACHEL TYCZINSKI**

**CITY OF SAULT STE. MARIE GRANT AGREEMENT**

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of January, 2023.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

-and-

**The Ontario Bushplane Heritage and Forest Fire Educational Centre**

**o/a Canadian Bushplane Heritage Centre**

(hereinafter referred to as the "Recipient")

**WHEREAS**

The City provides a grant to the Recipient to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage,

**NOW THEREFORE** the parties hereto agree as follows:

**1. TERM**

The Agreement will commence on the Effective Date and will expire on December 31, 2023 (the "Term") unless terminated by the City pursuant to the terms contained herein.

**2. USE OF FUNDS**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be specifically funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any significant change to its costs or income.

### **3. FUNDS PROVIDED**

The City shall:

- i. Subject to the Terms of this Agreement, provide the Recipient the sum of \$175,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at

least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Number of visitors – paid admissions
  - b. Number of events or programs
  - c. Number of visitors – events or programs
  - d. Number of virtual visits (if any, COVID-19)
  - e. Visitors from outside of Sault Ste. Marie and location
  - f. Annual revenue

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City after the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, acting reasonably, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, 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 licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

## **9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

## **10. NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

***In the case of notice to the City:***

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

***In the case of notice to the Recipient:***

Executive Director  
Canadian Bushplane Heritage Centre  
55 Church Street  
Sault Ste. Marie, ON

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

---

MAYOR – MATTHEW SHOEMAKER

---

CITY CLERK – RACHEL TYCZINSKI

**THE ONTARIO BUSHPLANE HERITAGE  
AND FOREST FIRE EDUCATIONAL CENTRE  
o/a Canadian Bushplane Heritage Center**

---

NAME

*(I have the authority to bind the corporation.)*



## **SCHEDULE "B"**

### **REPORTING**

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.



**SCHEDULE “C”**

**INTERIM REPORT**

Agency: Canadian Bushplane Heritage Centre

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes  No  If not, please provide explanation.

	YTD 2023	2022	2021	2020	2019	2018
Number of Visitors-Paid Admissions			14,729	3,647	26,415	23,103
Number of Events/Programs			9	7	65	53
Number of Visitors-Events/Programs			2,507	2,002	18,942	17,167
Number of Virtual Visits (if any, COVID-19)						
Visitors from Outside of Sault Ste. Marie and Location						
Revenue:						
City Grant			175,000	175,000	175,000	175,000
Other Grants			137,591	240,884	46,542	46,542
Donations			30,765	16,953	98,443	51,938
Admissions/Memberships			89,455	53,718	201,965	184,483
Other (specify)			138,067	86,772	334,961	358,490
Annual Financial Surplus/Deficit			\$29,261			

Number of Educational Programs Delivered			2			
Number of Outside Visitors						

3. Other Performance Measures:

a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b. If not, provide an explanation why and how it affected the Project.

4. 2023 Funding Request: \$ \_\_\_\_\_ (Reason for increase if applicable.)

Signature:

Date:

Name \_\_\_\_\_ of \_\_\_\_\_ Signatory:

Title:

I/We have authority to bind the Recipient.



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2023-23**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49<sup>th</sup> Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Sixty Thousand (\$260,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2023 between the City and Sault Ste. Marie and 49<sup>th</sup> Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Sixty Thousand (\$260,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

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 21<sup>st</sup> day of February, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

## CITY OF SAULT STE. MARIE GRANT AGREEMENT

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of January, 2023.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the “City”)

-and-

**Sault Ste. Marie and 49<sup>th</sup> Field Regiment R.C.A. Historical Society**

(hereinafter referred to as the “Recipient”)

### **WHEREAS**

The City provides a grant to the Recipient to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area,

**NOW THEREFORE** the parties hereto agree as follows:

#### **1. TERM**

The Agreement will commence on the Effective Date and will expire on December 31, 2023 (the “Term”) unless terminated by the City pursuant to the terms contained herein.

For all subsequent annual Agreements, the Recipient shall follow the provisions of paragraph 6 of this Agreement and such Agreement(s) are to be negotiated between the Recipient and the City, such Agreement(s) subject to City Council approval.

#### **2. USE OF FUNDS**

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule “A” and that the City retains the right to assess the Recipient’s use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

### **3. FUNDS PROVIDED**

The City shall:

- i. Provide the Recipient up to \$260,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
  - a) Resides at a Canadian financial institution; and
  - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

#### **3.1 Funds upon Expiry of Agreement**

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

#### **3.2 Repayment of Overpayment**

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

### **4. INDEMNITY**

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto except such indemnification shall not extend to any and all liabilities, damages, costs, claims, loss or actions arising out of the negligence of the City.

### **5. ACCOUNTING RECORDS**

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at

least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

## **6. REPORTS**

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
  - a. Number of visitors – paid admissions
  - b. Number of events or programs
  - c. Number of visitors – events or programs
  - d. Number of virtual visits (if any, COVID-19)
  - e. Visitors from outside of Sault Ste. Marie and location
  - f. Annual revenue

## **7. TERMINATION**

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

## **8. INSURANCE**

The building where the Sault Ste. Marie Museum is located is insured under the City of Sault Ste. Marie's umbrella insurance policy, with the exclusion of chattels and fixtures.

## **9. DEFAULT**

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

**10. NOTICE**

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

***In the case of notice to the City:***

Chief Financial Officer/Treasurer  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

***In the case of notice to the Recipient:***

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE  
OF

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

\_\_\_\_\_  
MAYOR – MATTHEW SHOEMAKER

\_\_\_\_\_  
CITY CLERK – RACHEL TYCZINSKI

**Sault Ste. Marie and 49<sup>th</sup> Field Regiment  
R.C.A. Historical Society**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME  
*(I have the authority to bind the corporation.)*





## **SCHEDULE "B"**

### **REPORTING**

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

**SCHEDULE "C"**

**INTERIM REPORT**

Agency: Sault Ste. Marie and 49<sup>th</sup> Field Regiment R.C.A. Historical Society

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes  No  If not, please provide explanation.

	YTD 2023	2022	2021	2020	2019	2018
Number of Visitors-Paid Admissions				1,157	6,438	7,815
Number of Events/Programs				39	85	53
Number of Visitors-Events/Programs				600	2,757	2,373
Number of Virtual Visits (if any, COVID-19)						
Visitors from Outside of Sault Ste. Marie and Location						
Revenue:						
City Grant				246,091	206,091	181,091
Other Grants				80,989	136,239	69,188
Donations				14,800	17,734	16,437
Admissions/Memberships				2,598	10,000	11,340
Other (specify)				1,587	1,142.33	3,223
Annual financial surplus/deficit						

Number of education programs delivered						
Number of outside visitors						

3. Other Performance Measures:

a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b. If not, provide an explanation why and how it affected the Project.

4. 2023 Funding Request: \$ \_\_\_\_\_ (Reason for increase if applicable.)

Signature:

Date:

Name \_\_\_\_\_ of \_\_\_\_\_ Signatory:

Title:

I/We have authority to bind the Recipient.



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2023-24**

**PROPERTY SALE:** A by-law to declare the City owned property legally described as Part PIN 31609-0384 (LT) being part of Yates Avenue and more particularly described on Schedule “A” attached as surplus to the City’s needs and authorize the disposition of the said property in accordance with the City’s policy for the disposition of land to Trimount Construction Group Inc. or as otherwise directed.

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule “A” to Trimount Construction Group Inc. or as otherwise directed at the consideration shown 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 affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE “A”**

Schedule “A” hereto forms 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 21<sup>st</sup> day of February, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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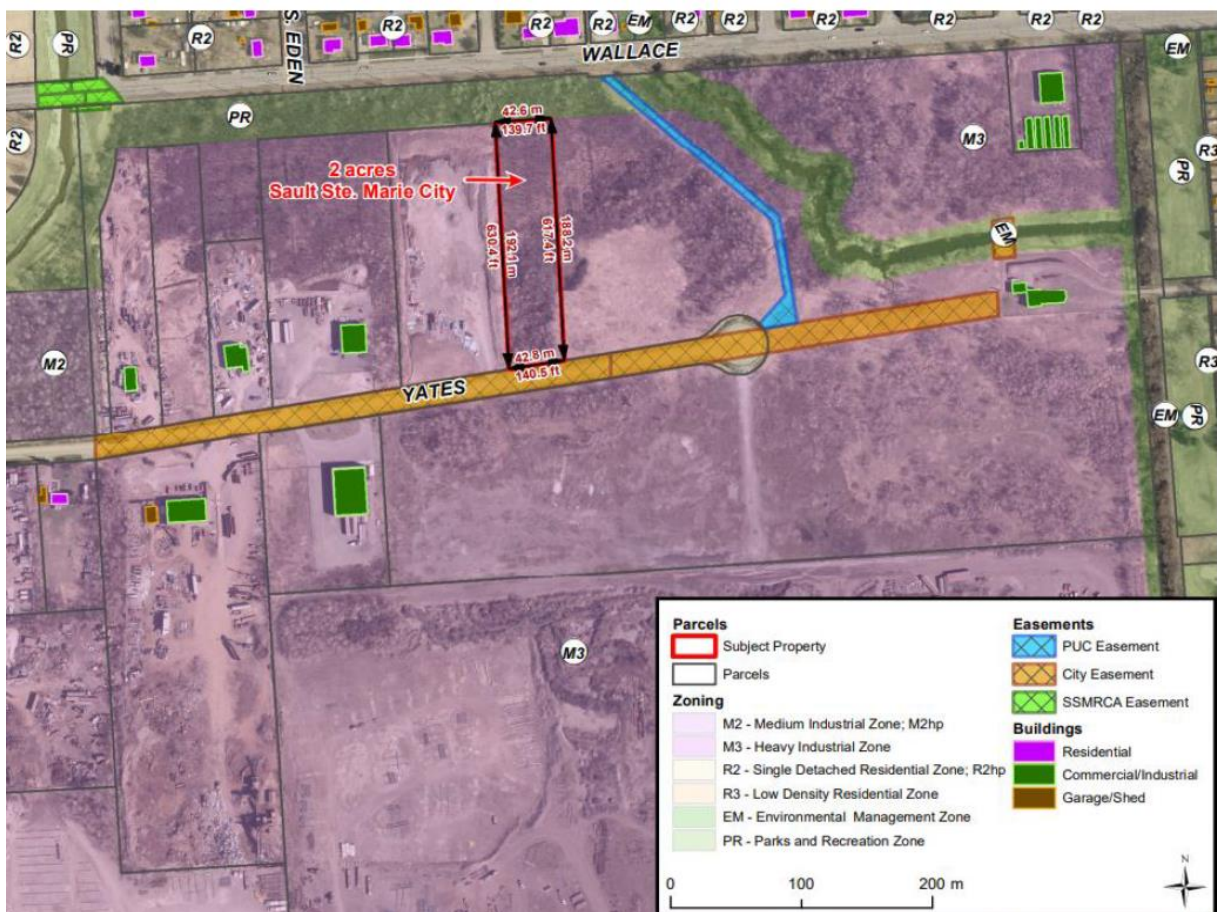
**CITY CLERK – RACHEL TYCZINSKI**

## SCHEDULE "A" TO BY-LAW 2023-24

PURCHASER: TRIMOUNT CONSTRUCTION GROUP INC.

LEGAL DESCRIPTION: Part PIN 31609-0384 (LT) being PART SECTION 34, KORAH PARTS 1-3, 9, 16, 20 & 21 PLAN 1R10744 EXCEPT PART 1 PLAN 1R10935, PART 1 PLAN 1R11773, PARTS 2 & 3 PLAN 1R13242, PART 1 PLAN 1R13366 & PART 1 PLAN 1R13469; SUBJECT TO AN EASEMENT AS IN LT127571; SUBJECT TO AN EASEMENT AS IN LT89277; CITY OF SAULT STE. MARIE

CONSIDERATION: ONE HUNDRED THOUSAND (\$100,000) DOLLARS



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2023-26**

**AGREEMENT:** (P3.4(2)) A by-law to authorize the execution of the Amending Agreement between the City and 2601202 Ontario Ltd. O/A Northern Transit and Arena Advertising Agency (NTAAA) for the provision of selling advertising on City Transit Buses.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated February 21, 2023 between the City and 2601202 Ontario Ltd. O/A Northern Transit and Arena Advertising Agency (NTAAA), a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for the provision of selling advertising on City Transit Buses.

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 21<sup>st</sup> day of February, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**



Schedule "A"

This Amending Agreement is made effective the 21st day of February, 2023.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

– and –

**2601202 ONTARIO INC.  
O/A NORTHERN TRANSIT AND ARENA ADVERTISING AGENCY (NTAAA)**

(hereinafter referred to as the "Company")

**WHEREAS** the City and the Company entered into an Agreement dated March 1, 2018 to sell advertising on City Transit Buses;

**AND WHEREAS** the City and the Company entered into an original five year Agreement terminating on February 28, 2023;

**AND WHEREAS** the Agreement states that “the City reserves the right to negotiate one (1) year extensions by mutual agreement with the Company thereafter”.

**AND WHEREAS** the City and the Company wish to amend the Agreement for a further one (1) year extension, and has requested that the expiry date in the Agreement be extended to February 28, 2024;

**AND WHEREAS** the City agrees to amend the said Agreement to extend the expiry date in the Agreement to February 29, 2024;

**NOW THEREFORE** the parties agree as follows:

1. That the name of the Company be amended to 2601202 ONTARIO Ltd. O/A Northern Transit and Arena Advertising Agency.

2. That paragraph 1 of the Agreement be amended to read as follows:

“The Term of the Agreement created in Section 1 of this Agreement shall continue until February 28, 2024, or as terminated earlier pursuant to section 15 of the Agreement, whichever occurs first.”

3. That payment terms in paragraph 5 of the Agreement be amended to read as follows:

“ Year Six – March 1, 2023 to February 28, 2024 – Thirty-Nine Thousand (\$39,000)

Dollars, and

- 4. The remaining paragraphs, terms and conditions of the said Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amending Agreement effective as of the date written above.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

Per:

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

Per:

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NAME:  
TITLE:

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NAME:  
TITLE:

I/We have the authority to bind the Corporation

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2023-27**

**PARKING:** (P3.9(3)) 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.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE “A” TO BY-LAW 90-305 AMENDED**

Schedule “A” to By-law 90-305 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 21<sup>st</sup> day of February, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
<b>SCHEDULE "A"</b>			
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E. & APARTMENTS & 27 KING ST.
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151	PARR,DEREK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
253	TRAVESON,TERRANCE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
267	CORBIERE,JOHN(TED)	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE,KEN	HOLIDAY INN.	320 BAY ST.
366	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN,LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
411	MOORE,ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
443	MARCIL,MARK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
463	MORIN,ALEX	CORPS. OF COMM.	GREAT LAKES FOREST RESEARCH CENTRE
464	DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	COMPLEX/QE.SPORTS COMPLEX/JOHN RHODES COMMUNITY CENTRE/ NORTHERN COMMUNITY
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
541	DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVC CENTRE)
565	LISCUMB,GERALD	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
568	PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.S
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL IN RJ'S MARKET	
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.S
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST/205A RIVINGTON WALK CONDOS

671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
707	FINN, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
708	POWLEY, CHAD	G4S SECURITY	SAULT AREA HOSPITAL
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St.
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT AREA HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
717	GUY, AMY	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
733	GREGORCHUK, CATHERIN	REAL ESTATE STOP INC	2 QUEEN STREET WEST
735	KEMP, ROBERT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/ ST. BERNARDS 1139 QUEEN ST E / 303 MACDONALD AVE / 405 QUEEN ST E
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524,524A,536,& 536A GOULAIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/621 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER, CARL	PERZIA GROUP	70 EAST ST/ 700 BAY ST
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
750	NEVEAU, ERIC	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
751	BRETON, JULIEN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
753	DISANO, RONALD	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
754	DAVIES, RHONDA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
755	HEIDT, TERRY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
756	MCCOY, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHC
757	WERTH, KARL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
759	FITTON, MATTHEW	G4S SECURITY	SAULT AREA HOSPITAL
760	FARKAS, DARIEN	G4S SECURITY	SAULT AREA HOSPITAL
761	SLATER, KYLE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
762	MACKENZIE, JENNA	G4S SECURITY	SAULT AREA HOSPITAL
763	CIOTTI, MARK	DSSAB	SSM HOUSING PROPERTIES
764	PARDY, NATHAN	KC SECURITY	PWT, 556 Queen St E, ADSB& HSCDSB-All Locations, Notre Dame Du Sault, Bushplane Museum, 116 Industrial Park Cres, Public Libraries, NCC, YMCA, Haldimand Coop, 60 Pim St, 331 Korah Rd & 149A Trunk Rd/275
765	LAPRADE, DANIEL	KC SECURITY	PWT, 556 Queen St E, ADSB& HSCDSB-All Locations, Notre Dame Du Sault, Bushplane Museum, 116 Industrial Park Cres, Public Libraries, NCC, YMCA, Haldimand Coop, 60 Pim St, 331 Korah Rd & 149A Trunk Rd/275
766	PALARO, DONALD	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
767	JOHNSON, DREW	CITY OF SAULT STE MARIE	ROBERTA BONDAR PARK & BELLEVUE MARINA
768	TULLOCH, BRANDON	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
769	WEST, NADINE	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
770	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
771	JANKAR, PAVAN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
772	SINGH, ARSHPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
773	VERMA, PUNEET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
774	GILL, HARPREET	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
775	KUMAR, ANKUR	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
776	FRANCE, ADAM	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
777	LONG, CHRISTYNE	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
778	SEWELL, CAROLYN	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT

779	BONIN, THOMAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
780	SINGH, GURPREET	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
781	PATEL, JANKI	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
782	PATEL, PARAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
783	THOROLD, EDWARD	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
784	MORIN, KEVIN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
785	SULLIVAN, KASSANDRA	G4S SECURITY	SAULT AREA HOSPITAL
786	DUDGEON, JAMIE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
787	HINZ, MIKAELA	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
788	LAPISH, ALEXANDER	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST, KORAH RD, GOULAIS AVE
789	BRUNI, MICHAEL	G4S SECURITY	SAULT AREA HOSPITAL
790	GREGO, JOSHUA	166721 ONTARIO INC	DOCTORS BUILDING - 955 QUEEN ST E
791	SGOURADITIS, RENEE	UNIT PARK	420 QUEEN ST E, 70 FOSTER DR
792	CHAPMAN, DANIEL	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST, KORAH RD, GOULAIS AVE
793	DEEVEY, CODY-LEE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
794	CHIASSON, VIOLOA	WILLIAMS MCDANIEL	GARDEN COURTS APARTMENTS - 721/731 PINE ST, 62/76 ALLARD ST
795	PLAUNT, DOUGLAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
796	SINGH, RAMANDEEP	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
797	PETERS, JOHNATHAN	HOLIDAY INN EXPRESS	320 BAY STREET
798	ROBINSON, GRANT	HOLIDAY INN EXPRESS	321 BAY STREET
799	VINE, GLEN	HOLIDAY INN EXPRESS	322 BAY STREET
800	GRECO, GIUSEPPE	QUEENSTOWN IDA	302 QUEEN ST E (PROPERTY ON KING ST)
801	FOUCHER, JORDAN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
802	ROBERT, LEONARD	NORTHEAST SECURITY	773 GREAT NORTHERN RD (GROUP HEALTH CENTRE)
803	MCMILLAN, TAYLOR	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
804	STOROZUK, JAMES	SKYLINE LIVING	621,627,631 MACDONALD AVENUE
805	MCLURG, SCOTT	SKYLINE LIVING	621, 627, 631 MACDONALD AVENUE
806	LEMIRE, MICHEL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
807	PIHEL GAS, JARI	CITY OF SAULT STE MARIE	STRATHCLAIR, DOG PARK, JOHN RHODES, NORTHERN COMMUNITY CENTRE
808	JOHAL, SUKHSIMRATPREI	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
809	AYUSH, AYUSH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
810	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
811	BOUCHARD, EMILY	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
812	KAUR, PARMINDERJIT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
813	KAUR, SIMRANJIT	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
814	NATT, THAKUR	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
815	WAGNER, MATTHEW	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
816	DHANEKAR, PUSHKAR	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
817	SEABROOK, CARRIE	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
818	THOROGOOD, WILLIAM	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
819	BOND, JACELYN	STATION MALL	STATION MALL 293 BAY ST
820	ADAMS, MERRICK	STATION MALL	STATION MALL 293 BAY ST
821	SWINN, MITCHELL	STATION MALL	STATION MALL 293 BAY ST
822	BIRCH, KYLE	STATION MALL	STATION MALL 293 BAY ST
823	DESGAGNES, ALYSSA	STATION MALL	STATION MALL 293 BAY ST
824	RIGGINS, DAKOTA	STATION MALL	STATION MALL 293 BAY ST
825	TURCO, DEVON	STATION MALL	STATION MALL 293 BAY ST
826	STONEMAN, ROBERT	OFRA	721/723/725/727 NORTH STREET
827	HUNTER, JASON	OFRA	721/723/725/727 NORTH STREET
828	PIGEAU, MARNEY	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
829	VERMA, TARUN	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
830	TRUDEL, SAMUEL	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
831	KAUR, HARNOOR	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
832	RAINVILLE, KEELY	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
833	SEHGAL, RAJU	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SP
834	PARNEET KAUR	NORTHEAST SECURITY	SAULT COLLEGE

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2023-28**

**PARKING:** (P3.9(4)) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

**WHEREAS** from time to time persons have been appointed by-law enforcement officers;

**THEREFORE THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE “A” TO BY-LAW 93-165 REPEALED**

Schedule “A” to By-law 93-165 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 21<sup>st</sup> day of February, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

## SCHEDULE "A"

<b>Alan Smith</b>	<b>81</b>
<b>Dave Devoe</b>	<b>84</b>
<b>George Robinson</b>	<b>94</b>
<b>Bill Long</b>	<b>96</b>
<b>Jason Levesque</b>	<b>101</b>
<b>Brian Ford</b>	<b>104</b>
<b>Timothy Moreland</b>	<b>108</b>
<b>Arian Finlayson</b>	<b>109</b>
<b>James Kemp</b>	<b>110</b>
<b>Anthony McCoy</b>	<b>111</b>
<b>Edward Thorold</b>	<b>112</b>
<b>Lovedeep Sidhu</b>	<b>113</b>
<b>Abhishek Verma</b>	<b>115</b>
<b>Devin Dearing</b>	<b>116</b>

<b>Brady Bishop</b>	<b>125</b>
<b>Orrette Robinson</b>	<b>126</b>
<b>Anthony Rocca</b>	<b>127</b>
<b>Chelsea Dokis</b>	<b>129</b>
<b>Ryan Vendramin</b>	<b>130</b>
<b>Ravi Kumar</b>	<b>131</b>
<b>Daniel Roussain</b>	<b>132</b>
<b>Aashmeen Thind</b>	<b>133</b>
<b>Jordan Gregorini</b>	<b>135</b>
<b>Michael Steinburg</b>	<b>136</b>
<b>Marc Flumian</b>	<b>137</b>
<b>Michael Heptbourne-Fletcher</b>	<b>138</b>
<b>Rajneesh Kumar</b>	<b>139</b>
<b>Anthony Gallagher</b>	<b>140</b>
<b>Liam Thibault</b>	<b>141</b>
<b>Jason Merrifield</b>	<b>142</b>
<b>Jasinder Singh</b>	<b>143</b>
<b>Riley Higgins</b>	<b>144</b>
<b>Paul Hillier</b>	<b>145</b>
<b>Mikaela Hinz</b>	<b>146</b>
<b>Tyler Stoutenburg</b>	<b>147</b>
<b>Hailey Harris</b>	<b>148</b>
<b>Alexander Pilot</b>	<b>149</b>
<b>Kieran O'Brien</b>	<b>150</b>
<b>Pushkar Dhanekar</b>	<b>153</b>
<b>Davis Fleming</b>	<b>154</b>
<b>Kristen Kirk</b>	<b>155</b>
<b>Mohit Mehta</b>	<b>156</b>
<b>James Roach</b>	<b>158</b>
<b>Spencer Mitchell</b>	<b>159</b>
<b>Michael Bruni</b>	<b>160</b>



<b>Evan Blakely</b>	<b>161</b>
<b>Jorawar Singh</b>	<b>162</b>
<b>Jonathan Craig</b>	<b>164</b>
<b>Kristopher Valley</b>	<b>165</b>

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2023-29**

**ENGINEERING**: A by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. for design and contract administration for the 2023 Aqueduct Repairs contract.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 09, 2023 between the City and TULLOCH Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for design and contract administration for the 2023 Aqueduct Repairs contract.

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 21<sup>st</sup> day of February, 2023.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

Association of Consulting Engineering  
Companies | Ontario (ACEC-Ontario) in  
partnership with the  
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT  
FOR  
*PROFESSIONAL CONSULTING SERVICES*

2020  
*(VERSION 3.1)*

The Corporation of the City of Sault Ste. Marie –  
2023 Central Street West Aqueduct Repairs

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**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**Dated the 9th day of February 2023**

**-BETWEEN-**

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

**-AND-**

TULLOCH Engineering Inc.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Prepare engineering drawings, perform contract administration and site supervision of two-aqueduct replacement segments of the West Central Street Aqueduct.

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

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

## DEFINITIONS

### 1. Client

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

### 2. Engineer

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

### 3. Municipal Engineers Association (MEA)

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario.

### 4. Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

### 5. Order of Precedence:

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

## ARTICLE 1 - GENERAL CONDITIONS

### 1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

### 1.2 Compensation

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

### 1.3 Staff and Methods

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

### 1.4 Drawings and Documents

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### 1.5 Intellectual Property

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

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

### 1.6 Records and Audit

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

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

### **1.7 Changes and Alterations and Additional Services**

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

### **1.8 Delays**

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

### **1.9 Suspension or Termination**

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

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

### **1.10 Indemnification**

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

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

### **1.11 Insurance**

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

- a) Comprehensive General Liability and Automobile Insurance



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

b) **Professional Liability Insurance**

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

c) **Additional Coverage**

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

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

### **1.12 Force Majeure**

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

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

### **1.13 Contracting for Construction**

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

### **1.14 Assignment**

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

### **1.15 Previous Agreements**

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

### **1.16 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

#### **1.17 Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 5 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

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

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

#### **1.19 Publication**

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

#### **1.20 Confidential Data**

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

#### **1.21 Dispute Resolution**

##### 1) Negotiation

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

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

## 2) Mediation

- a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

## 3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act, 1991, S.O. 1991, C. 17.
  - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
  - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
  - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
  - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

#### 4) Adjudication

- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30*.
- b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

### 1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

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

### 1.23 **Estimates, Schedules and Staff List**

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

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

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

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

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

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

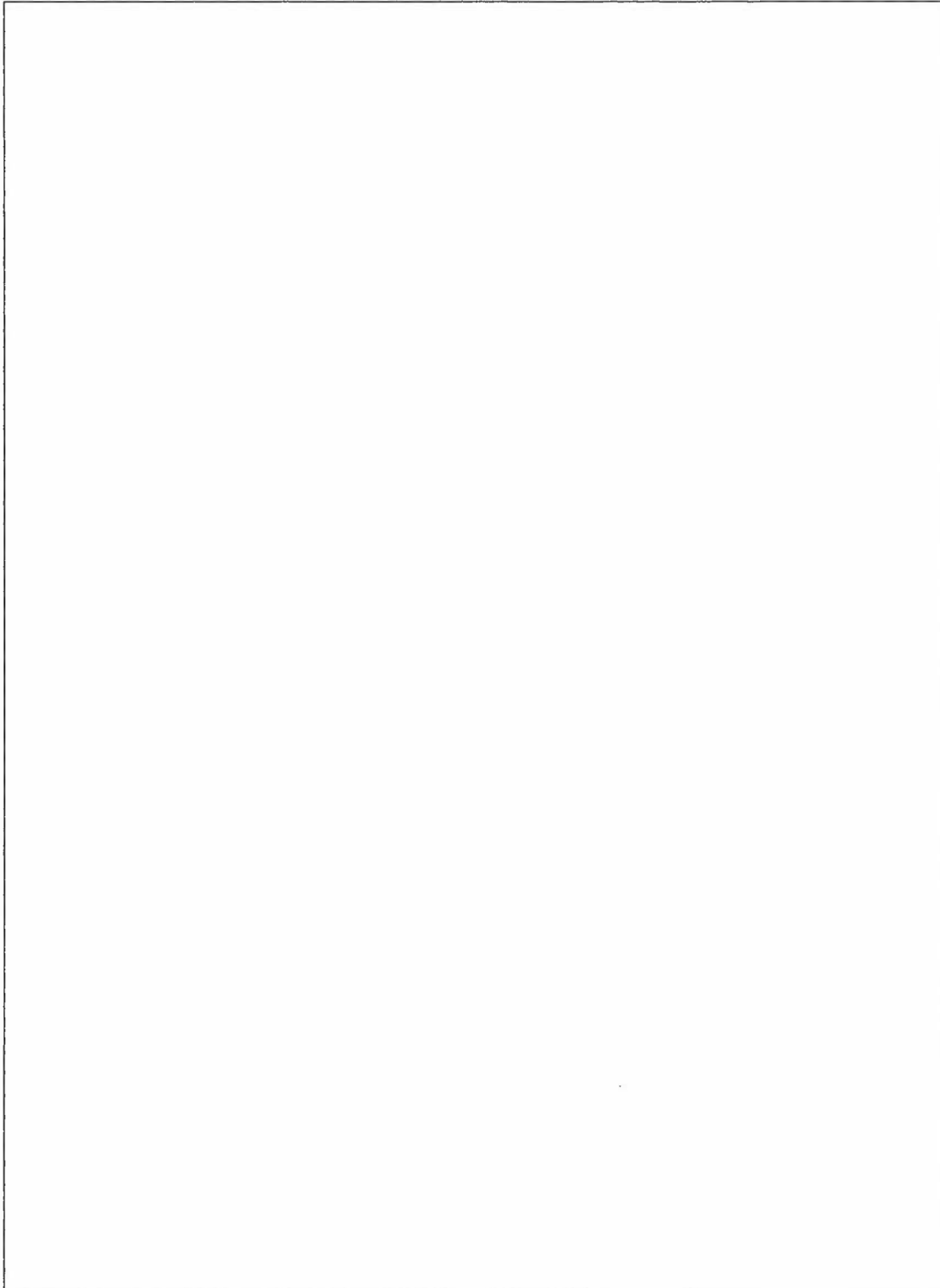
#### 1.23.3

##### **Monthly Reporting of Progress**

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

**1.24 Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.



## ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

Project is the replacement of 2 aqueduct segments for the Central Street West Aqueduct, located north of McAllen Street.

Services to be provided by Tulloch include the following:

Engineering drawings, tendering, contract administration and part-time (30 hrs. per week maximum for 16 weeks) site reviews during construction. See proposal letter enclosed and dated October 20, 2022.

- 2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.



## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

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

#### a) Cost of the Work:

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

#### b) Site:

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

### 3.2 Basis of Payment for this agreement

Fees Calculated on a Lump Sum Basis

*Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.*

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

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

#### CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

### 3.2.2 Fees Calculated on a Time Basis

a) Fees

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

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

b) Time Expended

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

### 3.2.3 Upset Cost Limit

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5 % for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ 137,000.00 plus, applicable taxes made up as follows:
- (i) \$ 137,000 plus applicable taxes for Core Services as described in Schedule E; and,
  - (ii) \$ 0.00 plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included above in Section 3.2.3 (c)(i), as described in Schedule E.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

### 3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.

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

### 3.2.5 Lump Sum Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or



milestone achieved as detailed in the RFP.

- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.

### 3.3 **Payment**

#### 3.3.1 **Fees Calculated on a Time Basis** Applies

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

#### 3.3.2 **Fees Calculated on a Percentage of Cost Basis** Does Not Apply

##### a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.

##### b) On Award of Contract

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

##### c) Delay of Award of Contract

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

Further services for the Project beyond the \_\_\_\_\_ months will be undertaken on a time basis.

##### d) On Completion of the Work

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

### 3.3.3 Lump Sum Applies

Based on a milestone basis as per the Engineer's proposal.

### 3.3.4 Invoices Generally

#### a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied, and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

#### b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

### 3.3.5 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of 12% per annum.

## ARTICLE 4 – FORM OF AGREEMENT

**ENGINEER:** TULLOCH Engineering Inc.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This \_\_\_\_\_ Day of \_\_\_\_\_, 20 23

Signature		Signature	
Name	John McDonald, P.Eng.	Name	Danny MacNeill, P.Eng.
Title	Project Manager	Title	Project Manager

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

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

This \_\_\_\_\_ Day of \_\_\_\_\_, 20 23

Signature		Signature	
Name	Matthew Shoemaker	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

## ARTICLE 5 – SCHEDULES

*Copies of Request for Proposal and Proposal Submission documents if required.*

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

Schedule A: Supplementary Conditions – attached

Schedule B: Addenda – attached OR not used

Schedule C: Scope of Services – RFP attached OR not used

Schedule D: Proposal from engineer – attached

Schedule E: Other

Attached
<input checked="" type="checkbox"/>
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<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

Fees and Payment
------------------

NOTE: Attach all appropriate schedule documents as indicated (X).

# Schedule A

## Schedule A – Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the “Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)” - “Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)”

**Option A** *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.10 Indemnification**” and “**1.11 Insurance**” in their entirety and replace with the following:

### **1.10 Indemnification**

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) — all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) — all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

### **1.11 Insurance**

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City’s Insurance and Risk Manager.

#### **Commercial General Liability Insurance**

Commercial General Liability (“**CGL**”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of

Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

### **Automobile Liability Insurance**

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

### **Professional Liability Insurance**

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

**Option B** *(The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification**" and "**1.11 Insurance**" in their entirety and replace with the following:

#### **1.10 Indemnification**

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and

- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

### **1.11 Insurance**

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

#### **Commercial General Liability Insurance**

Commercial General Liability ("CGL") insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars (\$2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

#### **Automobile Liability Insurance**

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

#### **Professional Liability Insurance**

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.



All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

**Additional Insurance considerations:**

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.17) they will be required to place the same insurance coverages as outlined in section 1.11

# Schedule D



71 Black Rd. Unit 8  
Sault Ste. Marie,  
ON  
P6B 0A3

T. 705.949.1457  
TF. 866.806.6602  
F. 705.949.9606  
saultstемarie@tulloch.ca

[www.TULLOCH.ca](http://www.TULLOCH.ca)

220001-362  
October 20, 2022

Corporation of the City of Sault Ste. Marie  
Engineering Department  
99 Foster Drive, P.O. Box 580  
Sault Ste. Marie, ON  
P6A 5N1

Attention: Carl Rumiel, P.Eng.  
Public Works and Engineering Services

Re: **Central Street West Aqueduct Replacement/Repairs  
2023 Recommendations**

Dear Sir:

The City asked Tulloch to recommend which aqueduct repairs should be undertaken for the 2023 construction season. We reviewed the most current aqueduct reports and past repairs. We recommend to replace two segments, 16.5m long each, of the Central Street West (small) aqueduct. The segments would begin from the upstream (north) end of the McAllen repairs we are currently working on (station 0+127.13), and replace the existing aqueduct north of this location. These two proposed segments should address three areas which require repairs (stations 0+137, 0+154 and 0+156) of the West aqueduct.

Based on past experience of this aqueduct and estimated construction costs for 2023, we estimate the construction costs for these two segments as being approximately \$363,000 per segment with a total cost in the range of \$726,000 plus tax. Engineering, tendering, contract administration and site review would be additional to this and is \$137,000 plus tax.

We have completed similar design segments in the past and will be able to draw on past work to complete most of our structural and civil design.

We thank you for the opportunity to provide our services. If you have any questions, do not hesitate to contact the undersigned or John McDonald, P.Eng., at your convenience.

Danny MacNeill, P.Eng.,  
TULLOCH

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ENGINEERS | SURVEYORS | BIOLOGISTS | PLANNERS  
Providing unique solutions to challenging problems in Energy, Mining and Infrastructure Development.

# Schedule E

## Schedule E – Fees and Payment

1. Fees shall be incurred Lump Sum per Cl. 3.2.5 for Tasks described in the proposal contained in Schedule D.