

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

Monday, January 10, 2022

4:30 pm

Council Chambers and Video Conference

The meeting will be live streamed at:

[www.youtube.com/user/SaultSteMarieOntario](http://www.youtube.com/user/SaultSteMarieOntario)

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	Pages
<b>1. Adoption of Minutes</b>	<b>10 - 22</b>
Mover Councillor S. Hollingsworth Seconder Councillor C. Gardi Resolved that the Minutes of the Regular Council Meeting of December 13, 2021 be approved.	
<b>2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>	
<b>3. Declaration of Pecuniary Interest</b>	
<b>4. Approve Agenda as Presented</b>	
Mover Councillor P. Christian Seconder Councillor M. Scott Resolved that the Agenda for January 10, 2022 City Council Meeting as presented be approved.	
<b>5. Proclamations/Delegations</b>	
<b>5.1. Crime Stoppers Month</b>	
<b>5.2. Christmas Lighting Awards</b>	
<b>5.3. Future SSM Update</b>	<b>23 - 36</b>

Travis Anderson, Director of Tourism and Community Development

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

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that all the items listed under date January 10, 2022 – Agenda item 6 – Consent Agenda be approved as recommended.

**6.1. Outstanding Council Resolutions** 37 - 41

**6.2. Downtown Weekend Street Closures** 42 - 44

A report of the Deputy City Clerk is attached for the information of Council.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that the report of the Deputy City Clerk dated January 10, 2022 concerning Downtown Weekend Street Closures be received as information.

**6.3. Civic Centre Blinds – Project Scope Revision to include Phase II** 45 - 47

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

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated January 10, 2022 concerning Civic Centre Blinds be received and the request to expand the scope of the project to complete the building (Phase II) utilizing funds from within the remaining approved 2021 Capital funding be approved.

**6.4. John Rhodes Pool Boiler System – Increase Project Budget** 48 - 49

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the report of the Director of Community Services dated January 10, 2022 concerning Pool Boiler System repairs be received and the request to increase the project budget to value of low quoted bid be approved.

**6.5. Outside Agency Grant Agreements 2022** 50 - 51

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.

- 6.6. FutureSSM Project Update** 52 - 106
- A report of the Director of Tourism and Community Development is attached for the information of Council.
- Mover Councillor S. Hollingsworth  
Seconder Councillor M. Scott  
Resolved that the report of the Director of Tourism and Community Development dated January 10, 2022 concerning update for the FutureSSM project be received as information.
- 6.7. Tourism Development Fund Application – The Beaver Freezer Marathon** 107 - 109
- A report of the Director of Tourism and Community Development is attached for the consideration of Council.
- Mover Councillor P. Christian  
Seconder Councillor C. Gardi  
Resolved that the report of the Director of Tourism and Community Development dated January 10, 2022 concerning Tourism Development applications for the Beaver Freezer Marathon be received and that the recommendation of the Tourism Sault Ste. Marie Board to allocate \$6,200 be approved.
- 6.8. New Development Cost Options** 110 - 114
- A report of the Planning Director is attached for the information of Council.
- Mover Councillor S. Hollingsworth  
Seconder Councillor C. Gardi  
Resolved that the report of the Planning Director dated January 10, 2022 concerning New Development Cost Options be received as information.
- 6.9. Municipal Assessment Growth** 115 - 119
- A report of the Planning Director is attached for the information of Council.
- Mover Councillor S. Hollingsworth  
Seconder Councillor C. Gardi  
Resolved that the report of the Planning Director dated January 10, 2022 concerning Municipal Assessment Growth be received as information.
- 6.10. Northern Ontario Resource Development Support Fund** 120 - 121
- A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the report of the Manager of Design and Transportation Engineering dated January 10, 2022 concerning Northern Ontario Resource Development Support Fund be received and that the resurfacing of Second Line West between Korah Road and Allen's Side Road be identified as the City's candidate project for the NORDS funding program.

**6.11. Deeming By-law – Belvue Estates Subdivision, Plan 1M461 (Biasucci) 122 - 124**

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

The relevant By-law 2021-9 is listed under Agenda item 11 and will be read with all by-laws under that item.

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

**7.1. Administration**

**7.1.1. COVID Update 125 - 136**

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

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that the report of the CAO dated January 10, 2022 concerning COVID update be received as information.

**7.2. Corporate Services**

**7.3. Community Development and Enterprise Services**

**7.4. Public Works and Engineering Services**

**7.5. Fire Services**

**7.6. Legal**

**7.7. Planning**

**7.8. Boards and Committees**

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

**8.1. Hub Trail Connection – Old West End**

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Whereas at the November 15, 2021 City Council meeting, Council approved a re-configuration of the Hub Trail in the area of Queen Street and Andrew Street; and

Whereas since 2018 the Council of the City of Sault Ste. Marie has been discussing a Hub Trail connection to the Old West End and James Street area; and

Whereas a number of expansions or re-alignments of the Hub Trail have been brought before City Council since 2018 but a Hub Trail connection to the Old West End and James Street area has not yet been brought before City Council; and

Whereas the City of Sault Ste. Marie is undertaking an active transportation master plan at this time;

Now Therefore Be It Resolved that Council declare the Old West End and James Street area connection to be the highest priority for future spending on the Hub Trail and direct staff to prepare a route for such a connection in anticipation of available funding.

## **8.2. Federation of Northern Ontario Municipalities – Northern Ontario School of Medicine Support**

Mover Councillor S. Hollingsworth

Seconder Councillor D. Hilsinger

Whereas the life expectancy of Northern residents is more than two years lower than the Ontario average, and one person in eight across the North does not have access to a family doctor, and this represents the failure of health care in Northern Ontario; and

Whereas these Northern Ontario communities advocate for equitable health care, especially for under-served rural, Indigenous, and Francophone communities in Northern Ontario; and

Whereas finding ways to encourage more physicians and health care professionals to stay and work in Northern communities is contributing to a crisis for citizens in the North; and

Whereas, although highly successful at providing doctors for Northern Ontario, the Northern Ontario School of Medicine (NOSM) has fewer health care professionals' spots than the rest of Ontario medical schools and it would take at minimum, five NOSM graduating classes at sixty-four physicians per year to address the current shortage,

Now Therefore Be It Resolved that, with the announcement of NOSM becoming a free-standing University, the City of Sault Ste. Marie wishes to strongly request that the Provincial Government and the Ontario Medical Association immediately expand NOSM's capacity to meet the needs of

Northern Ontario, with added MD positions, residency positions (PGY 1, 3 and 4) and clinical teaching funding to the Northern Ontario Academic Medicine Association; and

Further that a copy of this motion be forwarded to Premier Doug Ford, Minister of Colleges and Universities Jill Dunlop, Minister of Health Christine Elliott, MPP Ross Romano, Association of Municipalities of Ontario, Ontario Medical Association, Northern Ontario School of Medicine, Federation of Northern Ontario Municipalities, Northern Ontario Academic Medicine Association and the leaders of the opposition parties of Ontario.

### **8.3. Downtown Parking**

Mover Councillor M. Shoemaker

Seconder Councillor M. Scott

Whereas on January 5, 2022, the provincial government entered Stage II COVID restrictions requiring, among other things, the closure of indoor dining, and reduced capacity in retail settings until at least January 26, 2022; and

Whereas in past lockdowns, the City of Sault Ste. Marie has waived parking fees downtown in an effort to assist business in the downtown core to the greatest degree possible;

Now Therefore Be It Resolved that the City of Sault Ste. Marie waive downtown paid parking until the provincial restrictions on businesses are lifted.

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

### **10. Adoption of Report of the Committee of the Whole**

### **11. Consideration and Passing of By-laws**

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that all By-laws under item 11 of the Agenda under date January 10, 2022 be approved.

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

##### **11.1.1. By-law 2022-1 (Traffic) Amendments to Traffic By-law 77-200**

137 - 137

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2022-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 10th day of January, 2022.

- 11.1.2. By-law 2022-2 (Agreement) Algoma University Funding** 138 - 147
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor P. Christian  
 Secunder Councillor C. Gardi  
 Resolved that By-law 2022-2 being a by-law to to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000) Dollars for activities undertaken to attract international students to Sault Ste. Marie be passed in open Council this 10th day of January, 2022.
- 11.1.3. By-law 2022-3 (Agreement) Soo Arena Association (o/a Soo Pee Wee Arena) Funding** 148 - 157
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor P. Christian  
 Secunder Councillor C. Gardi  
 Resolved that By-law 2022-3 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 10th day of January, 2022.
- 11.1.4. By-law 2022-4 (Agreement) The Art Gallery of Algoma Funding** 158 - 167
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor P. Christian  
 Secunder Councillor C. Gardi  
 Resolved that By-law 2022-4 being a by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors be passed in open Council this 10th day of January, 2022.
- 11.1.5. By-law 2022-5 (Agreement) Bushplane Heritage Grant Agreement** 168 - 178
- A report from the Director of Community Services is on the Agenda.
- Mover Councillor P. Christian  
 Secunder Councillor C. Gardi  
 Resolved that By-law 2022-5 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Education Centre o/a The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred 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 a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 10th day of January, 2022.

**11.1.6. By-law 2022-6 (Agreement) Museum 49th Field Regiment Grant 179 - 188**

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2022-6 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred 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 to be passed in open Council this 10th day of January, 2022.

**11.1.7. By-law 2022-7 (Elections) Voting Technology 189 - 199**

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2022-7 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented herein by the Chief Electoral Officer of Ontario for Voting Technology be passed in open Council this 10th day of January, 2022.

**11.1.8. By-law 2022-8 (Elections) Hardware and Software 200 - 211**

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2022-8 being a by-law to authorize the execution of the Agreement between the City and Dominion Voting Systems, Inc. for rental Hardware and Dominion Software be passed in open Council this 10th day of January, 2022.

**11.1.9. By-law 2022-9 (Subdivision Control) Belvue Estates (Biasucci) 212 - 214**

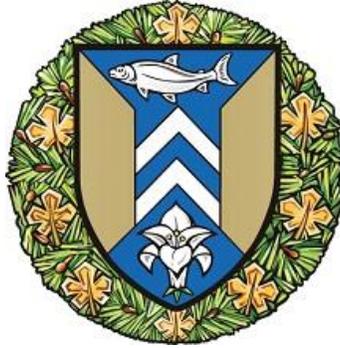
A report from the Assistant City Solicitor/ Senior Litigation Counsel is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2022-9 being a by-law to deem not registered for purposes of subdivision control certain lots in the Belvue Estates Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 10th day of January, 2022.

- 11.1.10. By-law 2022-10 (Taxes) Interim Tax Levies** 215 - 217
- Mover Councillor P. Christian  
Seconder Councillor C. Gardi  
Resolved that By-law 2022-10 being a by-law to provide for Interim Tax Levies be passed in open Council this 10th day of January, 2022.
- 11.1.11. By-law 2022-11 (Engineering) Reconstruction Bloor Street West** 218 - 272
- Council Report was passed by Council resolution on November 29, 2021.
- Mover Councillor P. Christian  
Seconder Councillor C. Gardi  
Resolved that By-law 2022-11 being a by-law to to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the reconstruction of Bloor Street West with proposed fees of Two Hundred Thirty Five Thousand Five Hundred (\$235,500.00) Dollars plus HST be passed in open Council this 10th day of January, 2022.
- 11.2. By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.3. By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 13. Closed Session**
- Mover Councillor S. Hollingsworth  
Seconder Councillor M. Scott  
Resolved that this Council move into closed session to discuss one item relating to a plan to be applied to negotiations;
- Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to discuss the same matter without the need for a further authorizing resolution.
- (Municipal Act section 239(2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board)*
- 14. Adjournment**
- Mover Councillor S. Hollingsworth  
Seconder Councillor M. Scott  
Resolved that this Council now adjourn.



## REGULAR MEETING OF CITY COUNCIL

### MINUTES

Monday, December 13, 2021

4:30 pm

Video Conference

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

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, D. McConnell, B. Lamming, T. Anderson, M. Zuppa, F. Coccimiglio, T. Vecchio, C. Rumiel, F. Pozzebon

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#### 1. Adoption of Minutes

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the Minutes of the Regular Council Meeting and Budget Meeting of November 29, 2021 and December 6 and 7, 2021 Budget Meeting be approved.

**Carried**

2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda
3. Declaration of Pecuniary Interest
4. Approve Agenda as Presented

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor S. Hollingsworth

Resolved that the Agenda for December 13, 2021 City Council Meeting as presented be approved.

**Carried**

**5. Proclamations/Delegations**

**5.1 Salvation Army Week**

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

Moved by: Councillor D. Hilsinger  
Seconded by: Councillor P. Christian

Resolved that all the items listed under date December 13, 2021 – Agenda item 6 – Consent Agenda save and except Agenda item 6.9 be approved as recommended.

**Carried**

**6.1 2022 Borrowing By-laws**

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

The relevant By-laws 2021-222 and 2021-223 appear under item 11 of the Minutes.

**6.2 2022 Council Meeting Schedule (Revised)**

The report of the City Clerk was received by Council.

Moved by: Councillor D. Hilsinger  
Seconded by: Councillor P. Christian

Resolved that the report of the City Clerk dated December 13, 2022 concerning revised 2022 Council meeting schedule be received and that the revised schedule be approved.

**Carried**

**6.3 Development of Active Transportation Master Plan**

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

Moved by: Councillor D. Hilsinger  
Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated December 13, 2021 be received and the proposal submitted by WSP Canada Inc. for the provision of Development of Active Transportation Master Plan with proposed fees of \$136,876 plus HST as outlined in their proposal as submitted, as required by Planning Division be approved.

**Carried**

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

#### **6.4 Professional Services – Assessment and Property Taxation Support**

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated December 13, 2021 be received and the proposal submitted by MTAG for the provision of services for Assessment and Taxation support on an as required basis commencing January 2022 for a three year period (with the option for up to two additional years by mutual agreement), as required by Finance (Taxation) be approved.

**Carried**

#### **6.5 Downtown Safety Initiatives Funding Request**

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated December 13, 2021 concerning Downtown Safety Initiatives Funding be received and that Council approve the use of the Ontario Cannabis Legalization Implementation Fund in the amount of \$21,508 and an expenditure of up to \$181,805 from the Community Development Fund to support the implementation of a one-year pilot program to improve downtown safety and security which includes a Downtown Ambassador program and night time security patrols.

**Carried**

#### **6.6 Kiwanis Club of Lakeshore – Additional Donation in Support of Rosedale Park**

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

The relevant By-law 2021-211 appears under item 11 of the Minutes.

**6.7 Tourism Sault Ste. Marie 2022 Budget**

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Director Tourism and Community Development dated December 13, 2021 concerning allocation of Municipal Accommodation Tax funds for the Tourism Sault Ste. Marie 2022 budget be received and that Council approve the use of the \$763,788 as follows:

Group sales, travel and training	\$36,600
Materials and supplies	\$26,500
Marketing and promotion	\$355,238
Bid support	\$40,000
General development	\$270,000
Membership fees / subscriptions	\$35,450
Total	<b>\$763,788</b>

**Carried**

**6.8 Amendment to Firearms By-law 08-168**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Tourism and Community Development dated December 13, 2021 be received and that the request of the Soo Finish Nordic Ski Club concerning an amendment to Firearms By-law 2008-168 be approved; further that the Legal Department be requested to prepare the necessary by-law to effect the same.

**Carried**

**6.10 Film Industry Support Community Development Fund and Tourism Development Fund Application**

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

Moved by: Councillor D. Hilsinger  
Seconded by: Councillor P. Christian

Resolved that the report of the Director of Tourism and Community Development dated December 13, 2021 be received and Council approve applications to the Economic Development Program of \$100,000 and Tourism Development Fund of \$100,000.00 over a two-year period to support the extension of the Film, Television and Digital Media position and associated marketing and attraction efforts.

**Carried**

#### **6.11 New Horizons for Seniors – Grant Application 2022**

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

Moved by: Councillor D. Hilsinger  
Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated December 13, 2021 concerning New Horizons for Seniors Grant Application be received and that staff be authorized to apply to Employment and Social Development Canada for funding to support active healthy lifestyle programming.

**Carried**

#### **6.12 2022 Arts and Culture Assistance Grants**

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

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

Resolved that the report of the Manager of Recreation and Culture dated December 13, 2021 concerning the 2022 Arts and Culture Assistance Program Grants be received and that the two Arts and Culture Assistance Program funding streams be merged into one funding stream;

Further that the following grants be approved:

1. Algoma Conservatory of Music – \$16,286
2. Algoma Festival Choir – \$2,971
3. Thinking Rock Community Arts – \$6,175
4. Fringe North International Theatre Festival – \$19,264
5. Friends of Ermatinger Clergue National Historic Site – \$5,956
6. Adam Francis Proulx – \$2,933

7. Living History Algoma – \$7,693
8. Shadows of the Mind Film Festival – \$3,845
9. Strawberry Moon Collective (Ode Imin Geezis) – \$903
10. Indian Friendship Centre – \$4,362
11. Sault Symphony Orchestra – \$6,650

**Carried**

### **6.13 Designated Heritage Property Tax Rebates 2021**

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated December 13, 2021 concerning Designated Heritage Property Tax Rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that the designated heritage property tax rebates for the 2020 tax year be paid to the qualified owners of the following designated heritage properties be approved:

- 875 Queen Street – Forest Insect Laboratory
- 69 Church Street – Air Service Hangar
- 10 Kensington Terrace, Unit #1- Upton House
- 10 Kensington Terrace, Unit #2 – Upton House
- 10 Kensington Terrace, Unit #3- Upton House
- 193 Pim Street – Wellington Square Townhouses
- 189 Pim Street – Wellington Square Townhouses
- 191 Pim Street – Wellington Square Townhouses
- 242 - 246 Queen Street East – Hussey Block
- 864 Queen St. East – Algonquin Hotel
- 1035 Queen St. East
- 358 – 356 Queen Street – Barnes/ Fawcett Block
- 143 McGregor Avenue
- 1164 Queen St. East
- 36 Herrick Street
- 780 Wellington
- 83 Huron Street – Machine Shop
- 115 Upton Rd

**Carried**

**6.14 Northern Avenue at Sackville Road Intersection – Crossing Guard Study**

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

Moved by: Councillor D. Hilsinger  
Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Design and Transportation Engineering dated December 13, 2021 concerning Northern Avenue at Sackville Road Intersection Crossing Guard Study be received as information.

**Carried**

**6.15 Demolition – 149 Gore Street**

The report of the Deputy Chief Administrative Officer, Public Works and Engineering Services was received by Council.

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

Resolved that the report of the Deputy Chief Administrative Officer, Public Works and Engineering Services dated December 13, 2021 concerning Demolition – 149 Gore Street be received and that the \$400,000 demolition cost be approved.

**Carried**

**6.9 Tourism Development Fund Application – Downtown Plaza**

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

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Tourism and Community Development dated December 13, 2021 concerning the Downtown Plaza Tourism Development Fund application be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$50,000 be approved.

	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		

Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor D. Hilsinger	X			
Councillor M. Shoemaker			X	
Councillor M. Bruni			X	
Councillor R. Niro	X			
Councillor C. Gardi	X			
Councillor M. Scott			X	
<b>Results</b>	<b>8</b>	<b>3</b>	<b>0</b>	<b>Carried</b>

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

**7.1 Administration**

**7.2 Corporate Services**

**7.3 Community Development and Enterprise Services**

**7.4 Public Works and Engineering Services**

**7.5 Fire Services**

**7.6 Legal**

**7.7 Planning**

**7.8 Boards and Committees**

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

**8.1 AIM Recycling**

Moved by: Councillor C. Gardi  
Seconded by: Councillor M. Scott

Whereas residents in the area of AIM Recycling on Carpin Beach Road have registered numerous complaints with AIM Recycling, City Councillors and staff as well as the Ministry of Environment, Conservation and Parks (MECP) concerning issues with the operations at the site, including but not exclusive to noise, emissions, site plan control and traffic; and

Whereas the Ministry and AIM Recycling are working on an Environmental Approval process that should address some of the issues but take a lengthy time to be completed; and

Whereas a number of Ontario municipalities control some aspects of salvage yard operations through business licensing by-laws; and

Whereas the move by Algoma Steel Inc. to electric arc steelmaking will result in an increased need for scrap metal as an input and may result in increased salvage/metal processing operations in Sault Ste. Marie;

Now Therefore Be It Resolved that staff review whether a business licensing approach can be used to address some of the concerns noted by residents in the area of AIM Recycling and, by extension, the community at large concerning existing or future salvage/metal processing operations.

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

## 8.2 Taxi Licensing

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor D. Hilsinger

Whereas the City of Sault Ste. Marie has a by-law that regulates and licences the operation of vehicles for hire (taxi service) within Sault Ste. Marie; and

Whereas the Sault Ste. Marie Police Service is responsible for the enforcement of the by-law; and

Whereas the City of Sault Ste. Marie issues the licences approved in accord with the by-law; and

Whereas there is some concern about licenced operators complying with the by-law, specifically, the provisions that relate to the requirement of wheelchair accessible taxi service; and

Whereas City Council wants to ensure that the by-law is being properly administered and believes the administration thereof and the parties responsible for said administration should be assessed;

Now Therefore Be It Resolved that City Council directs the CAO, in conjunction with Sault Ste. Marie Police Service, to undertake whatever steps they collective determine appropriate to assess how the administration and enforcement of the by-law is operating as between the City and Sault Ste. Marie Police Service and make a recommendation to Council on how the by-law should be administered on a going forward basis.

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

Councillor M. Scott	X		
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>

**Carried**

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

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

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that all By-laws under item 11 of the Agenda under date December 13, 2021 be approved.

**Carried**

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

**11.1.1 By-law 2021-211 (Agreement) The Kiwanis Club of Lakeshore Foundation playground equipment Rosedale Park**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2021-211 being a by-law to authorize the execution of the Agreement between the City and The Kiwanis Club for Lakeshore Foundation for the playground equipment for Rosedale Park be passed in open Council this 13th day of December, 2021.

**Carried**

**11.1.2 By-law 2021-222 (Financing) Borrowing Current Expenditures**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2021-222 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2022 be passed in open Council this 13th day of December, 2021.

**Carried**

**11.1.3 By-law 2021-223 (Financing) Borrowing Capital Expenditures**

Moved by: Councillor D. Hilsinger  
Seconded by: Councillor P. Christian

Resolved that By-law 2021-223 being a by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie be passed in open Council this 13th day of December, 2021.

**Carried**

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

**11.2.1 By-law 2021-227 (Local Improvement) Passchendaele Lane from Northern Ave East to Prince Drive**

Moved by: Councillor D. Hilsinger  
Seconded by: Councillor P. Christian

Resolved that By-law 2021-227 being a by-law to authorize the construction of Class "A" pavement on Passchendaele Lane from Northern Avenue East to Princeton Drive under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a FIRST and SECOND time this 13th day of December, 2021.

**Carried**

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

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

**13. Closed Session**

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

Resolved that this Council move into closed session to discuss one item relating to the security of property of the municipality; one item that is a trade secret; and two items relating to a plan to be applied to 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 the property of the municipality or local board; (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; and (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board)*

**Carried**

**14. Adjournment**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that this Council now adjourn.

**Carried**

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Mayor

---

City Clerk



**SAULT  
STE. MARIE**



# FutureSSM Update

January 2022

# Community Development Plan

- The FutureSSM plan was developed from extensive community consultation from 2016 to 2017
- Over 4800 people were involved in its creation including youth
- Council endorsed the plan and allocated \$444,656 to fund
- FedNor committed \$1.1 million towards implementation
- A team was hired starting in May and finalized in December 2018
- The project continues – given Covid-19 impact FedNor has approved extension to December 2023 to complete projects
- The plan continues to provide an solid framework to advance the community and tangible progress is being made.

# 4 Pillar Approach to Community Development



**Cultural  
Vitality**



**Economic  
Growth &  
Diversity**



**Environmental  
Sustainability**



**Social  
Equity**



# Overarching Goals (Priority goals that span multiple pillars)

1

Promote our community

2

Refocus economic and  
community development

3

Build our labour force

4

Grow our post-secondary  
institutions

5

Invite immigration and  
welcome newcomers

6

Advance Indigenous  
relationships

7

Improve community  
well-being

8

Revitalize our  
downtown

# Community Development Plan (cont'd)

- A number of exciting projects have been completed and are in progress
- By establishing a framework for community development and clear priorities, FutureSSM has been able to advance beneficial projects that crossover multiple pillars and overarching goals - this intersection is where some of the greatest results occur



# Moving Forward

- The framework and goals of the FutureSSM community development strategy will continue to guide efforts
- The Community Development Roundtable continues
- Community development strategy and economic/tourism strategies are intertwined
- FutureSSM project staff roles have transitioned:
  - Project Lead – Director, Tourism and Community Development
  - Labour Force Development Coordinator – transitioned to permanent role
  - Marketing Lead – responsible for Tourism & Community Development
  - Arts and Culture Coordinator
  - Film and Digital Media Coordinator: Extend to December 31, 2023
  - Sustainability Coordinator – transitioned to permanent role
  - Social Equity Coordinator – transitioned to permanent role with DSSAB



# Executive Summary

Pillars	High Level Community Outcomes
Cultural Vitality	New Cultural Vitality Fund and Committee established by Council with \$144,500; numerous project collaborations
Economic Growth and Diversity	Despite pandemic, major growth projects announced
Environmental Sustainability	Community GHG Reduction Plan approved by Council; Environmental Sustainability Committee established
Social Equity	Community Safety and Wellbeing Plan developed; Pride crosswalk installed; Social Equity Program included as part of Community Development Fund



# Executive Summary (cont'd)

Overarching Goals	High Level Community Outcomes
Promote our community	New brand launched; promotion campaigns undertaken; funding support received
Refocus economic and community development	Economic development and tourism staff migrated to City staff; work aligned with FutureSSM
Build our labour force	R3 Strategy developed; employers engaged in networks; external job fairs organized
Invite immigration and welcome newcomers	RNIP program approved; LIP reporting structure changed; funding support received



# Executive Summary (cont'd)

Overarching Goals	High Level Community Outcomes
Grow our post-secondary institutions	Strategy work undertaken; CDF funds dedicated to AU and Sault College – City Studio and engineering program supported
Advance Indigenous relationships	Bawaating Advisory Circle ongoing; engagement on numerous projects
Improve community well-being	Mountain bike trail expansion; kayak dock installed; bus service to Pointe des Chenes;
Revitalize our downtown	Downtown plaza advancing; streetscape design for Queen and Spring; IMET established; downtown safety pilot under development

# Executive Summary – Data Points

- FutureSSM staff led the attraction of Rolling Picture Company to the community. This has resulted in ~\$1 million dollar investment in the community and the employment of 6 staff to date locally.
- FutureSSM Staff have secured over \$1.6 million dollar in Federal and Provincial grants for the municipality & the community including:
  - ~\$425,000 in grants for local social services or Indigenous organizations
  - ~\$135,000 in grants for Environmental Initiatives
  - ~\$1,000,000 in grants to support economic development & tourism
  - ~\$75,000 for medical professional recruitment

# Executive Summary – Data Points (cont'd)

- Staff have completed the following community plans:
  - Cultural Plan
  - Greenhouse Gas Emissions Reduction Plan
  - Community Safety Well Being Plan Poverty Reduction Plan
  - Mountain Bike Trail Master Plan
  - Kinsmen Centre Feasibility Study
  - FutureSSM Labour Force Development Coordinator, has coordinated the RNIP program and over 120 candidates have been recommended through the program. Direct support to companies has assisted in recruitment and placement.

# Executive Summary – Data Points (cont'd)

- Council approved an increase Cultural Funding for the first time in over 10 years from \$53,900 to \$144,500. Funds to support local arts organizations & artists through new Cultural Vitality Committee.
- FutureSSM continues to support downtown revitalization through partnerships with the Downtown Association on the Community Art Project and numerous beautification projects; supporting role in the establishment of a downtown plaza.
- FutureSSM staff have increased partnerships and relationship building with local Indigenous communities and partner organizations through our Indigenous Employment Round Tables, partnerships with Summer Moon Festival & other cultural sensitivity training

# Executive Summary – Data Points (cont'd)

- FutureSSM staff continues to support the welcoming of newcomers to the community through partnerships with the Newcomer Center of Peel, the Local Immigration Partnership and through the facilitation of RNIP.
- Staff continue to support our local post-secondary institutions on growing enrollment. Most recently FutureSSM & Algoma U have been collaborating on the roll out of City Studio. The purpose of the program is to provide City staff & students with the opportunity to collaborate on municipally significant projects.



**Thank you.  
Miigwetch.  
Merci.**

**[www.futuresm.com](http://www.futuresm.com)**

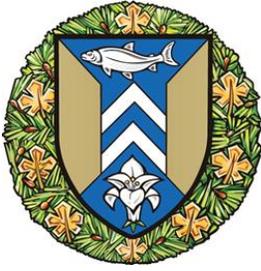
Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
26-Sep-16	Legal	Off Road Vehicle Use on Municipal Roadways	K. Fields	Q1 2022	Initiating resolution June 22, 2015; report September 26, 2016 – Agenda Item 6.10 – Council directed Legal to draft by-law; report April 1, 2019 – Agenda Item 6.13 – status update on ATV By-law	Develop a comprehensive by-law to eliminate safety concerns of ATVs and UTV on municipally maintained streets by regulating allowable roads, in addition to speed limits and hours of operation.	J. Hupponen L. Turco
21-Nov-16	CAO	Employee Innovation Program	M. White	Q1 2022		SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017.	F. Fata S. Hollingsworth
8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q2 2022	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown development priorities. Will also tie into branding work being undertaken by FutureSSM and STC; Heritage Walk budget approved (St. Marys River and Bay Street heritage features; and new Queen Street Streetscape design underway)	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids.	P. Christian S. Butland
26-Jun-17	CD&ES Legal	Weekend Downtown Street Closures	T. Vair K. Fields	Q1 2022	Information was presented to the DTA Board in November 2019; information was presented to DTA membership at AGM March 2021; DTA report received April 2021	Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.	M. Shoemaker S. Hollingsworth
11-Sep-17	Legal	Red Pine Drive	K. Fields	Q1 2022	Pending	Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M. Shoemaker J. Krmptich
9-Apr-18	CD&ES	Snow Dumps	D. McConnell	Q1 2022		Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible.	M. Shoemaker S. Butland
9-Apr-18	Corporate Services	Open Data	F. Coccimiglio	Q1 2022	Report May 10, 2021 – Agenda Item 6.6 – referred back to staff for additional costing information	Research, develop and draft an open data plan and strategy for the municipal corporation.	S. Hollingsworth S. Butland

28-May-18	CAO CD&ES	Jamestown Health Equity Centre	M. White T. Vair	Q2 2022	Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work; and the James Street Neighbourhood Strategy October 26, 2020 – Agenda item 7.7.1	Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates.	M. Shoemaker R. Niro
10-Dec-18	CD&ES	MPAC Real Property Assessment	D. McConnell	Q1 2022	Report August 12, 2019 – Agenda Item 6.5; further direction to develop framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units owned by property developers remain partially exempt from assessment and/or taxation pending sale of the unit to a third party	Determine which policy or procedure to implement so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.	M. Shoemaker P. Christian
10-Dec-18	Corporate Services	Sault Ste. Marie Voter Engagement Plan	R. Tyczinski	Q1 2022	Report March 29, 2021 – Agenda Item 6.10 – Council approved a community engagement initiative; report June 28, 2021 – Agenda Item 6.7; report back Q1 2022	Recommendations for 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote.	M. Shoemaker D. Hilsinger
4-Mar-19	CD&ES	Active Transportation	D. McConnell	Q2 2022	Report December 13, 2021 – item 6.3 – Active Transportation Master Plan project approved and RFP awarded.	Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker
15-Apr-19	CD&ES Corporate Services	Examine Established Neighbourhoods for Future Growth	T. Vair	Q1 2022		Work with Innovation Centre to prepare a report mapping areas of the community that have experienced assessment growth and those that have experienced assessment decline /stagnation over the past two assessment periods so that Council may have that information when considering infrastructure investments and prioritization.	L. Dufour D. Hilsinger

6-May-19	CD&ES Legal	Transient Accommodations	D. McConnell K. Fields	Q1 2022	Report July 12, 2021 – Agenda Item 7.7.1 – proceed with public consultation	Report with best practices in other municipalities and recommendations on a framework that permits transient accommodation consistent with and respectful of residential neighbourhoods.	C. Gardi M. Scott
21-May-19	CD&ES	Downtown Trolley	T. Vair	Q1 2022		Study, review, consult and subsequently advise council of the feasibility of implementing of a Downtown Trolley.	M. Shoemaker P. Christian
15-Jul-19	CD&ES	Complete Streets Plan – Pine/Willow Area	D. McConnell	Q1 2022		Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house.	D. Hilsinger M. Shoemaker
6-Jan-20	CAO	Service Delivery Review	M. White	Q1 2022		Report with proposed actions for each of the Service-Focused Opportunities for Consideration listed in Third Party Service Review Report.	M. Shoemaker R. Niro
20-Jan-20	CAO Fire Services	Warming Shelters	M. White P. Johnson	Q1 2022		Review current warming shelter plan, recommend the necessary adjustments based on community needs.	M. Shoemaker D. Hilsinger
3-Feb-20	CD&ES	Best for Kids Transit Pilot Project	T. Vair	Q4 2022	March 9, 2020 – Agenda Item 6.2; Report October 13, 2020 – Agenda Item 6.1; expand program for two years and report back	Investigate feasibility of a Transit Services pilot project to run from June 27, 2020 to September 6, 2020, providing free bus rides on weekends to children and their parents attending the Splash Pad, Pump Track, Manzo Pool, Greco Pool and Skateboard Park and report back to Council.	R. Niro M. Shoemaker
24-Feb-20	CD&ES	Snowmobile Road Use	T. Vair	Q1 2022		Investigate feasibility of allowing snowmobiles to use municipal roads for a limited period.	S. Hollingsworth P. Christian
28-Sep-20	CD&ES	Commercial Assessment Growth Community Improvement Program	D. McConnell	Q1 2022		Investigate adding any and all commercial assessment growth as an eligible category to the Community Improvement Program.	M. Shoemaker R. Niro
28-Sep-20	CD&ES	Vacant Buildings Community Improvement Program	D. McConnell	Q1 2022		Investigate a Community Improvement Program for vacant buildings.	M. Shoemaker L. Dufour
30-Nov-20	PW&ES	Derelict Properties	T. Vair D. McConnell	Q1 2022		Investigate existing programs in Ontario municipalities that incentivize or provide assistance in the demolition of derelict or unsafe or abandoned properties and propose a comprehensive plan to City Council for implementation.	M. Shoemaker P. Christian

12-Apr-21	CAO	Sustainable Development	M. White	Q1 2022	Outline options available to the municipality to ensure that the cost of new development accurately reflects the cost to the general levy.	L. Dufour M. Scott
31-May-21	PW&ES	Railway Crossings	L. Girardi	Q2 2022	Report the most up to date maintenance schedule and parties responsible for maintenance of each railway crossing within City limits, and the City's share and/or responsibilities at each of these crossings.	C. Gardi L. Vezeau-Allen
14-Jun-21	CD&ES	Snowdon Park Tragedies	T. Vair	Q1 2022	Work with the Children of Shingwauk Alumni Association Memorial Committee to develop plans for a suitable memorial at the Snowdon Park site.	P. Christian M. Scott
9-Aug-21	CD&ES	Labour Force Recruitment	T. Vair	Q1 2022	Provide quarterly updates on filling employment gaps and growing the community population, including a summary of recruitment activities; number of views/inquires relating to recruitment activities; new positions filled through recruitment activities; current challenges/shortfall or opportunities in particular industries; and local initiatives (training courses, educational programs (post-secondary etc.)).	P. Christian M. Shoemaker
13-Sep-21	PW&ES CD&ES	Speeding	L. Girardi T. Vair	Q3 2022	Staff to work with required organizations to develop a plan to address speeding.	D. Hilsinger C. Gardi
15-Nov-21	Corporate Services	Hallowe'en Spirit Awards	R. Tyczinski	Q2 2022	Staff be requested to develop a Hallowe'en Spirit Awards program and present a draft to Council by June 2022.	S. Hollingsworth P. Christian
15-Nov-21	PW&ES	Strand Avenue and Wilson Street Speeding	L. Girardi D. Elliott	Q2 2022	Staff review the intersection of Strand Avenue and Wilson Street regarding any changes that should be made to the present traffic controls at that intersection and report back to Council.	R. Niro M. Bruni
15-Nov-21	Corporate Services	Boards and Committees Review 2021	R. Tyczinski S. Schell	Q2 2022	Report back to Council with options for Finance Committee and Walk of Fame Selection Committee.	L. Dufour M. Scott
15-Nov-21	Legal PW&ES CD&ES	Elimination of Plastics	K. Fields L. Girardi T. Vair	Q2 2022	Staff will develop a by-law regarding a local ban on plastics and create a waste reduction strategy by July 1, 2022 that will include public consultation.	D. Hilsinger M. Shoemaker

29-Nov-21	PW&ES	Capital Road Reconstruction and Resurfacing Expenses	L. Girardi	Q2 2022	Prepare a report by June 2022 comparing capital reconstruction and resurfacing expenditures with other northern communities, including length of roads, total lane kilometres, surface type, relative lengths of arterials, collectors and local roads.	P. Christian S. Hollingsworth
13-Dec-21	PW&ES	AIM Recycling	L. Girardi D. Elliott	Q2 2022	Staff to review whether a business licensing approach can be used to address some of the concerns noted by residents in the area of AIM Recycling and, by extension, the community at large concerning existing or future salvage/metal processing operations.	C. Gardi M. Scott
13-Dec-21	Corporate Services	Taxi Licensing	R. Tyczinski	Q2 2022	City and Police Service to assess how the administration and enforcement of the by-law is operating and report back with any recommendations.	L. Vezeau-Allen D. Hilsinger
13-Dec-21						



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

January 10, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Madison Zuppa, Deputy City Clerk  
DEPARTMENT: Corporate Services  
RE: Downtown Weekend Street Closures

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**Purpose**

The purpose of this report is to provide Council with information regarding weekend downtown street closures.

**Background**

On June 26, 2017 Council passed the following resolution:

Moved by M. Shoemaker  
Seconded by S. Hollingsworth

*Whereas the Downtown Association's strategic plan calls for increased events and an extended season to bring more people downtown; and  
Whereas the City of Sault Ste. Marie's Downtown Strategy wishes to encourage active use of downtown spaces; and  
Now Therefore Be It Resolved that staff, with input from the Downtown Association, examine the possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.*

Upon review of the outstanding Council resolution list, the City Clerk's office reached out to the Downtown Association in the first quarter of 2020 to discuss the weekend road closure item. Downtown Association staff intended to bring the resolution to the 2020 Annual General Meeting for input from the membership. The discussion regarding weekend street closures was postponed until the 2021 Annual General Meeting due to the COVID-19 pandemic. After the 2021 AGM the Downtown Association Board provided a letter to the City for consideration (see Appendix A).

There is an existing process in place for temporary street closures. A review of the street closure process may be warranted in the future to try to improve the efficiency of the process for both the City and applicants.

## Downtown Weekend Street Closures

January 10, 2022

Page 2.

### **Analysis**

Staff do not recommend weekend downtown street closures at this time. It is recommended that City staff and the Downtown Association assess the post-pandemic programming requirements (e.g. budget, volunteers), frequency of closures, traffic impacts (e.g. local and tourist), use of other public spaces (e.g. future Downtown Plaza, GFL Memorial Gardens, Roberta Bondar Tent Pavilion, parking lots, side streets), insurance and liability, challenges and benefits to the business community, among other metrics at which time City Council or the Downtown Association could bring this idea back for future consideration.

### **Financial Implications**

There is no financial implications.

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

The report links to the Quality of Life – Vibrant Downtown Areas strategic direction identified in the Strategic Plan.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated January 10, 2022 concerning Downtown Weekend Street Closure be received as information.

Respectfully submitted,

Madison Zuppa  
Deputy City Clerk  
705.759.5392  
[m.zuppa@cityssm.on.ca](mailto:m.zuppa@cityssm.on.ca)



496 Queen St. E  
Sault Ste Marie, ON  
P6A 1Z8

Aprili 16, 2021

City of Sault Ste. Marie  
99 Foster Dr.  
Sault Ste. Marie, ON  
P6A 5X6

Dear Madison Zuppa,

Our board took up the outstanding motion of street closures in the downtown during the summer months. Feedback was received during our annual general meeting and the Board has determined their response to the motion.

Given the current circumstances the Board would like to make sure all health and safety protocols provide for such a motion to be carried out. However, once that is in place the Board would consider a gradual rollout of the closures by starting with one day a week and to build on it if successful. There is concern that the motion does not include our entire geographic boundary that runs from Pim St to Dennis St.

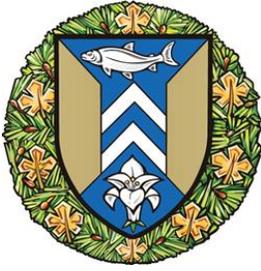
Additional concerns were raised with this occurring that would have to be answered before the Board could make a full recommendation:

- Where will the budget come to cover the costs of closing the street?
- Who will provide the manpower and hours required to close the street?
- Who is responsible for the closure and will be taking the lead?
- Where will volunteers come from that are required to close the street?
- Who will be providing the programming of the street while closed?
- Who will ensure social distancing protocols are enforced?

At this point, the Board is open for continuing the discussion but would need these matters addressed before making any firm recommendation to close the street.

Regards,

Salvatore Marchese  
Executive Director



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

**C O U N C I L   R E P O R T**

January 10, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: **Karen Marlow, Manager of Purchasing**  
DEPARTMENT: Corporate Services  
RE: **Civic Centre Blinds - Project Scope Revision to include Phase II**

---

**Purpose**

The purpose of this report is to request Council approval to increase the scope of the Civic Centre Blinds project to include Phase 2 under Phase 1 funding. Staff is seeking Council approval to proceed.

**Background**

The 2021 Capital Project specified supply and install of blinds Phase 1 (south and east exposures) with an approved allocation of \$150,000. At the May 31, 2021 meeting, Council approved awarding Phase I at low tendered price of \$79,999 completing a total of 447 units.

To complete the building, Phase II (west and north exposures) consists of 233 units intended for completion in 2022. A tender was publicly advertised and tender documents forwarded to all firms on the bidders list. The closing date for submission of tenders was December 21 at 12:00 p.m. The Tender opening was conducted with the Deputy City Clerk in attendance.

**Analysis**

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

The tendered pricing is within the staff approval levels as authorized in the Purchasing By-Law.

**Financial Implications**

During the 2021 Budget deliberations, Council approved the allocation of \$150,000 for Civic Centre Blinds Phase I out of the Facilities Maintenance Reserve. After completion of Phase I in 2021, there remains \$70,001 of available funds.

Phase II low tendered price of \$40,435 can be accommodated from within the approved allocation, with a total expenditure of \$41,147 including the non-rebatable portion of HST.

Civic Centre Blinds – Project Scope Revision to include Phase II

January 10, 2022

Page 2.

**Strategic Plan / Policy Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated January 10, 2022, concerning Civic Centre Blinds be received and the request to expand the scope of the project to complete the building (Phase II) utilizing funds from within the remaining approved 2021 Capital funding, be approved.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

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

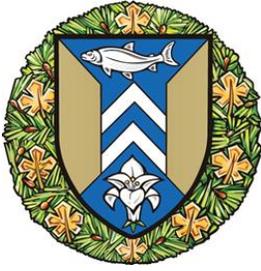
SUMMARY OF TENDERS  
CIVIC CENTRE BLINDS-Phase II

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<u>Firm</u>	<u>Total Tendered Price</u> <u>(HST extra)</u>	<u>Remarks</u>
Dumanski Office Interiors Sault Ste. Marie, ON	\$40,435.00	Meets Specifications
Floormaster Inc. Mississauga, ON	\$44,999.00	Meets Specifications
Shutter Professionals Inc. Ajax, ON	\$56,900.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.  
The total cost to the City will be \$41,146.66 including the non-rebatable portion of the HST.  
It is my recommendation that the tendered price submitted by Dumanski Office Interiors be accepted.

Karen Marlow  
Manager of Purchasing



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

**C O U N C I L   R E P O R T**

January 10, 2022

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

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

**DEPARTMENT: Community Development and Enterprise Services**

**RE: John Rhodes Pool Boiler System – Increase Project Budget**

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**PURPOSE**

The purpose of this report is to request Council approval for an increase to the overall project budget to cover the low-bid quote submission received for repairs to JRCC Pool Boiler unit.

**BACKGROUND**

Morrison Hershfield conducted a building conditions assessment during the summer of 2020 for the John Rhodes Community Centre (JRCC). At that time, an assessment was provided for a twenty-five (25) year capital plan.

During the 2021 Budget process, \$10,000 was approved to replace the pool boiler system, which is at end of life. The hot water is generated by two, commercial electric domestic hot water heaters. They each have a storage capacity of 61 gallons and a 4.5kW input. The system is utilized to heat the pools at the JRCC Pool.

We are now in a situation where the facility only has one (1) working unit; failure of another unit would essentially shut the facility down, as we would have no heat for the pools.

**ANALYSIS**

During the 2021 budget process, there were a number of capital items approved through asset management for the JRCC.

Staff have obtained three (3) quotes in alignment with the procurement by-law to address the repair. Henderson Metal is the low bid at \$16,135. Quoted pricing is within staff approval levels as authorized in the Purchasing By-Law.

The requested increase of \$6,135.00 is in excess of 20% of original value. Capital Budget and Financing Policy require amendments to the approved capital plan require Council approval.

**FINANCIAL IMPLICATIONS**

The quoted \$16,135 cannot be covered by the approved \$10,000 project budget. The City can designate the additional funding to be covered from within the existing Operating Budget.

**STRATEGIC PLAN / POLICY IMPACT**

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

- Values: Fiscal Responsibility – We will manage municipal finances in a responsible and prudent manner.
- Strategic Focus Area: Infrastructure – Maintain Existing Infrastructure and Asset Management

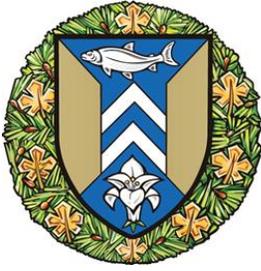
**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated January 10, 2022 concerning Pool Boiler System repairs be received and the request to increase the project budget to value of low quoted bid be approved.

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**

**C O U N C I L   R E P O R T**

January 10, 2022

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

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

**DEPARTMENT: Community Development and Enterprise Services**

**RE: Outside Agency Grant Agreements 2022**

**PURPOSE**

Outside Agency Grant Agreements for 2022 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.

Funding for the outside agency grants was approved in the 2022 Operating Budget held on the second night of budget deliberation December 7, 2021. 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 2022.

<b>Organization</b>	<b>Funding Amount-2022</b>
Algoma University	Funding \$40,000
Pee Wee Arena	Funding \$21,077
The Art Gallery of Algoma	Funding \$280,785
The Ontario Bushplane Heritage and Forest Fire Educational Centre	Funding \$175,000
Sault Ste. Marie Museum (Sault Ste. Marie & 49 <sup>th</sup> Field Regiment R.C.A. Historical Society)	Funding \$260,000, increased \$13,909 from 246,091 in 2021

**FINANCIAL IMPLICATIONS**

Funding for the outside agency grants has been approved in the 2022 Operating Budget.

**STRATEGIC PLAN / POLICY IMPACT**

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

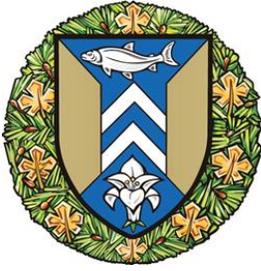
**RECOMMENDATION**

It is therefore recommended that Council take the following action:

The 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**

**C O U N C I L   R E P O R T**

January 10, 2022

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

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**Purpose**

The purpose of this report is to provide and update to City Council on the FutureSSM project.

**Background**

On May 28, 2018 Council passed the following resolution:

Whereas the City has been working on developing a comprehensive community project (FutureSSM) to support the community as it progresses towards an economically diverse, culturally vibrant, socially equitable and environmentally sustainable future; and

Whereas a number of individuals have been vigorously creating the plan by holding focus groups; and

Whereas the Future SSM Project is to set clear steps as one important method to think beyond specific sector needs and address urgent issues for the entire local economy, including: community infrastructure, social development, labour force development, education and training development and business retention and expansion; and

Whereas this is critical to the future of our community;

Now Therefore Be It Resolved that the Deputy CAO Community Development and Enterprise Services be requested to provide quarterly updates to keep Council and the community abreast of the progress being made by the committees and individuals involved.

This report outlines the developments of the FutureSSM project that have occurred since January 2020.

## **Analysis**

Along with community members, FutureSSM is moving ahead with, and has successfully completed several initiatives that fall under each one of the project pillars; cultural vitality, economic growth and diversification, social equity and environmental sustainability.

A detailed presentation can be found as Attachment A - FutureSSM Work to Date\_January 2022 which provides an update to Council on the project accomplishments and current activities.

## **Financial Implications**

There are no financial implications associated with this report.

## **Strategic Plan / Policy Impact**

This item aligns with the Corporate Strategic Plan in multiple focus areas. The implementation mirrors the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

## **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated January 10, 2022 concerning an update for the FutureSSM project be received as information.

Respectfully submitted,

Travis Anderson  
Director Tourism & Community  
Development  
705.989.7915  
[t.anderson@cityssm.on.ca](mailto:t.anderson@cityssm.on.ca)



**SAULT  
STE. MARIE**



# FutureSSM Update

January 2022

# Community Development Plan

- The FutureSSM plan was developed from extensive community consultation from 2016 to 2017
- Over 4800 people were involved in its creation including youth
- Council endorsed the plan and allocated \$444,656 to fund
- FedNor committed \$1.1 million towards implementation
- A team was hired starting in May and finalized in December 2018
- The project continues – given Covid-19 impact FedNor has approved extension to December 2023 to complete projects
- The plan continues to provide an solid framework to advance the community and tangible progress is being made.

# 4 Pillar Approach to Community Development



**Cultural  
Vitality**



**Economic  
Growth &  
Diversity**



**Environmental  
Sustainability**



**Social  
Equity**



# Overarching Goals (Priority goals that span multiple pillars)

1

Promote our community

2

Refocus economic and  
community development

3

Build our labour force

4

Grow our post-secondary  
institutions

5

Invite immigration and  
welcome newcomers

6

Advance Indigenous  
relationships

7

Improve community  
well-being

8

Revitalize our  
downtown

# Community Development Plan (cont'd)

- A number of exciting projects have been completed and are in progress
- By establishing a framework for community development and clear priorities, FutureSSM has been able to advance beneficial projects that crossover multiple pillars and overarching goals - this intersection is where some of the greatest results occur



# Moving Forward

- The framework and goals of the FutureSSM community development strategy will continue to guide efforts
- The Community Development Roundtable continues
- Community development strategy and economic/tourism strategies are intertwined
- FutureSSM project staff roles have transitioned:
  - Project Lead – Director, Tourism and Community Development
  - Labour Force Development Coordinator – transitioned to permanent role
  - Marketing Lead – responsible for Tourism & Community Development
  - Arts and Culture Coordinator
  - Film and Digital Media Coordinator: Extend to December 31, 2023
  - Sustainability Coordinator – transitioned to permanent role
  - Social Equity Coordinator – transitioned to permanent role with DSSAB



# Executive Summary

Pillars	High Level Community Outcomes
Cultural Vitality	New Cultural Vitality Fund and Committee established by Council with \$144,500; numerous project collaborations
Economic Growth and Diversity	Despite pandemic, major growth projects announced
Environmental Sustainability	Community GHG Reduction Plan approved by Council; Environmental Sustainability Committee established
Social Equity	Community Safety and Wellbeing Plan developed; Pride crosswalk installed; Social Equity Program included as part of Community Development Fund



# Executive Summary (cont'd)

Overarching Goals	High Level Community Outcomes
Promote our community	New brand launched; promotion campaigns undertaken; funding support received
Refocus economic and community development	Economic development and tourism staff migrated to City staff; work aligned with FutureSSM
Build our labour force	R3 Strategy developed; employers engaged in networks; external job fairs organized
Invite immigration and welcome newcomers	RNIP program approved; LIP reporting structure changed; funding support received



# Executive Summary (cont'd)

Overarching Goals	High Level Community Outcomes
Grow our post-secondary institutions	Strategy work undertaken; CDF funds dedicated to AU and Sault College – City Studio and engineering program supported
Advance Indigenous relationships	Bawaating Advisory Circle ongoing; engagement on numerous projects
Improve community well-being	Mountain bike trail expansion; kayak dock installed; bus service to Pointe des Chenes;
Revitalize our downtown	Downtown plaza advancing; streetscape design for Queen and Spring; IMET established; downtown safety pilot under development

# Executive Summary – Data Points

- FutureSSM staff led the attraction of Rolling Picture Company to the community. This has resulted in ~\$1 million dollar investment in the community and the employment of 6 staff to date locally.
- FutureSSM Staff have secured over \$1.6 million dollar in Federal and Provincial grants for the municipality & the community including:
  - ~\$425,000 in grants for local social services or Indigenous organizations
  - ~\$135,000 in grants for Environmental Initiatives
  - ~\$1,000,000 in grants to support economic development & tourism
  - ~\$75,000 for medical professional recruitment

# Executive Summary – Data Points (cont'd)

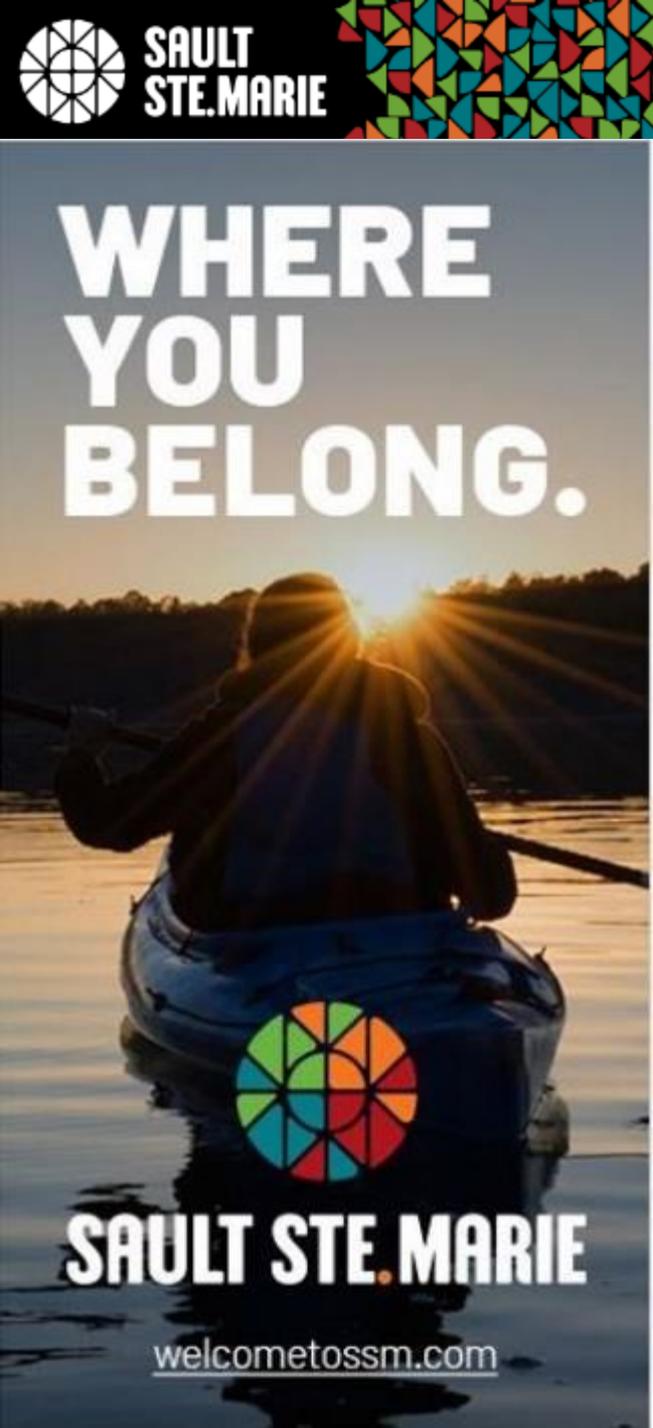
- Staff have completed the following community plans:
  - Cultural Plan
  - Greenhouse Gas Emissions Reduction Plan
  - Community Safety Well Being Plan Poverty Reduction Plan
  - Mountain Bike Trail Master Plan
  - Kinsmen Centre Feasibility Study
  - FutureSSM Labour Force Development Coordinator, has coordinated the RNIP program and over 120 candidates have been recommended through the program. Direct support to companies has assisted in recruitment and placement.

# Executive Summary – Data Points (cont'd)

- Council approved an increase Cultural Funding for the first time in over 10 years from \$53,900 to \$144,500. Funds to support local arts organizations & artists through new Cultural Vitality Committee.
- FutureSSM continues to support downtown revitalization through partnerships with the Downtown Association on the Community Art Project and numerous beautification projects; supporting role in the establishment of a downtown plaza.
- FutureSSM staff have increased partnerships and relationship building with local Indigenous communities and partner organizations through our Indigenous Employment Round Tables, partnerships with Summer Moon Festival & other cultural sensitivity training

# Executive Summary – Data Points (cont'd)

- FutureSSM staff continues to support the welcoming of newcomers to the community through partnerships with the Newcomer Center of Peel, the Local Immigration Partnership and through the facilitation of RNIP.
- Staff continue to support our local post-secondary institutions on growing enrollment. Most recently FutureSSM & Algoma U have been collaborating on the roll out of City Studio. The purpose of the program is to provide City staff & students with the opportunity to collaborate on municipally significant projects.



WHERE  
YOU  
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SAULT STE. MARIE

[welcometossm.com](http://welcometossm.com)

1

## Promote our Community

Our University team is confident in the new “future focused” approach and feel strongly that the long term success of our community requires an injection of positive, youthful, energetic and inclusive messaging - and we feel the new branding messages and approach does this. – Asima Vezina, President and Vice-Chancellor, Algoma University

The message of this brand, the imagery, the usage, the taglines are all inline with my vision for our future.“ – Kurtis McDermid, Owner, Odd Jobs Jack

"We are excited about the new and revitalized brand. More than just a logo; the positioning, tone and voice and the encouragement to be loud about our story is inspiring for all the partners of this great community." - Tony Bitonti, Marketing Manager, Sault College

# Marketing and Promotion

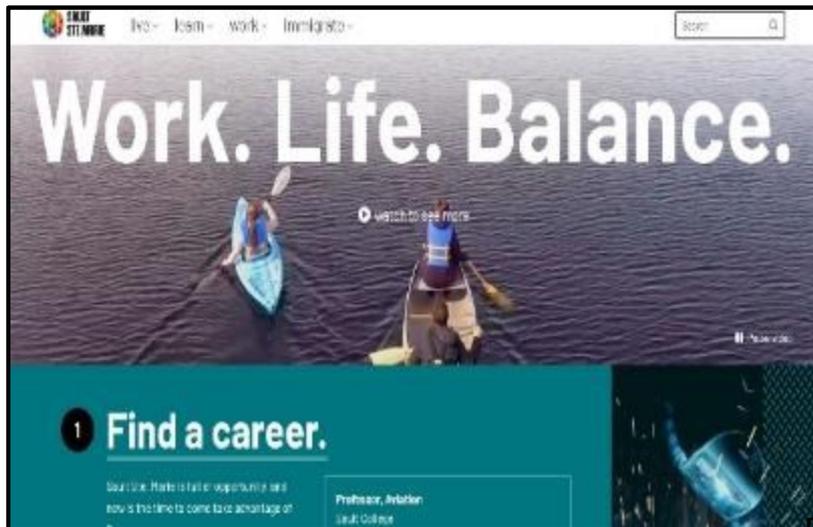
- A strategic approach is being taken to reach our target demographic market using:
  - Community branding
  - Visually appealing advertising/taglines
  - Media channels that provide the best value for money using primarily digital content (paid content, social media, earned media, etc.)



# Marketing and Promotion: 2021's Starting Position

## Website

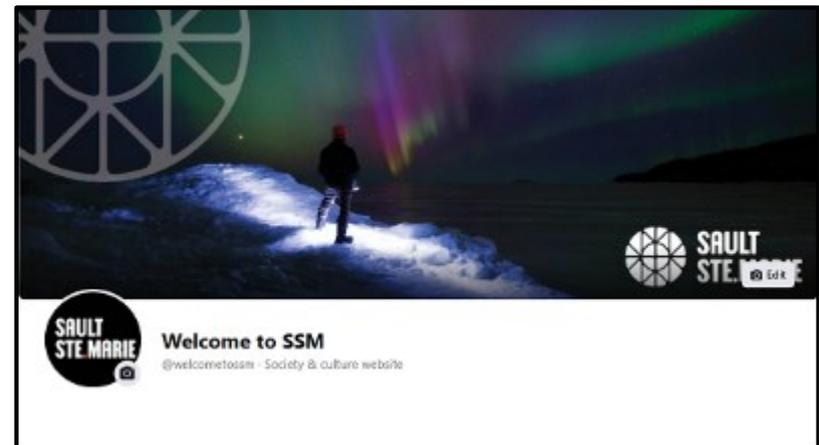
- ~13,000 monthly visitors
- ~500 daily visitors
- Top two google search engine positions for 'move to Sault Ste. Marie'
- RNIP and website Canada.ca are main traffic divers



## Social Media

(Facebook: WelcometoSSM)

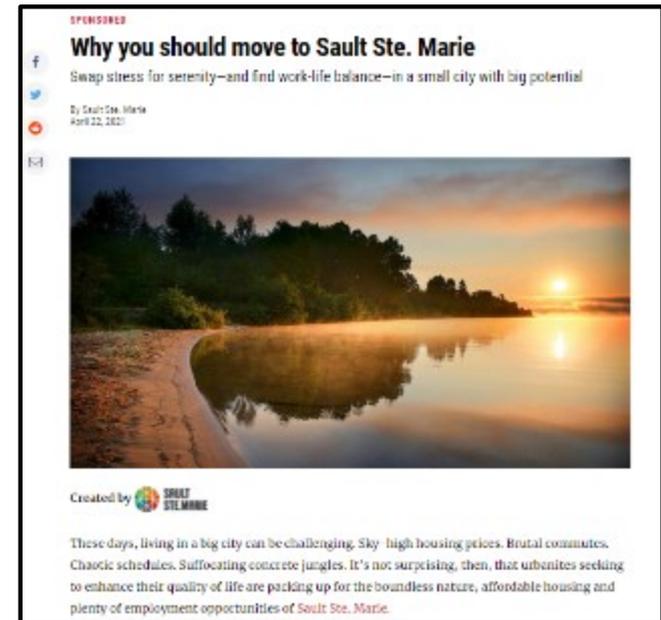
- 1000 page followers



# Marketing and Promotion: Paid Media

**Paid Media** with Macleans. *‘Why you should move to Sault Ste. Marie’* in the print *‘Best Places To Live and Work’* edition.

- 11,412 page views
- 250,000 social media impressions
- 820 click-throughs to [WelcometoSSM.com](http://WelcometoSSM.com)



**Paid Media** with Canadian Immigrant. *‘Looking for a better quality of life? Sault Ste. Marie may have all the answers’*.

# Marketing and Promotion: Paid Media 2021

**The Globe and Mail** (June 17<sup>th</sup>)

**Gripped Publishing** (June 15<sup>th</sup>, July 1<sup>st</sup>, July 15<sup>th</sup> & Aug 1<sup>st</sup>)

**Village Media** (~June 20<sup>th</sup>)

**Toronto Star** (Mid August)

**Curiosity** (early August)



THE GLOBE AND MAIL SPONSOR CONTENT

CANADA WORLD BUSINESS INVESTING OPINION POLITICS SPORTS LIFE ARTS DRIVE REAL ESTA

SPONSOR CONTENT

## A life less ordinary: These three Soo families found it in The



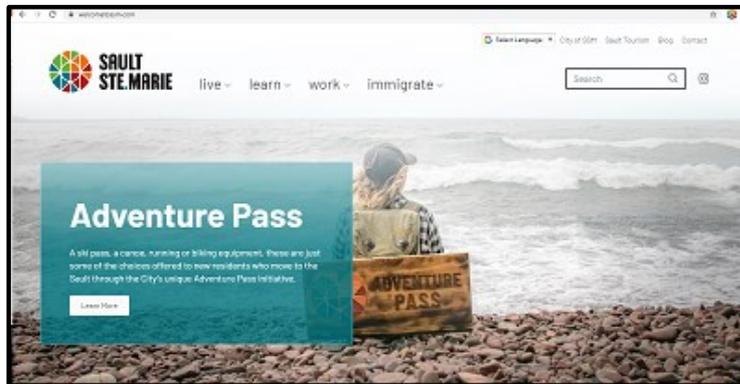
Sault Ste. Marie is offering an Adventure Pass to new residents who move to the city to work. Highlights of the pass include hiking, cycling, climbing, canoeing, kayaking, fishing, skiing, snowshoeing, skating and more.

SUPPLIED

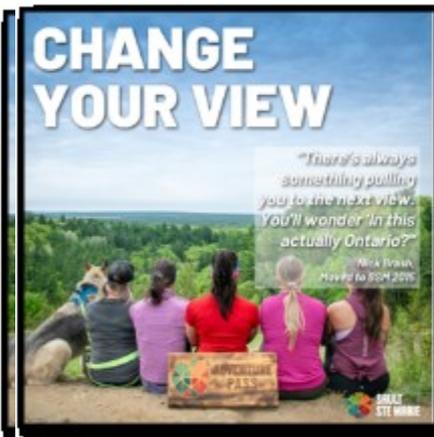
Sault Ste. Marie welcomes new residents with open arms and is giving them an Adventure Pass to help them enjoy the all-season outdoor life the region offers

# Marketing and Promotion: Adventure Pass

The **Adventure Pass** was launched on June 3<sup>rd</sup> 2021 with a press release and release of a new webpage and website home page. The Adventure Pass is to highlight the quality of life benefits Sault Ste. Marie has to offer.



A series of stylish **photographs** were commissioned to help market the Adventure Pass.





# 2

## Refocus Economic & Community Development Television & Film Production

### 2019 Production Numbers

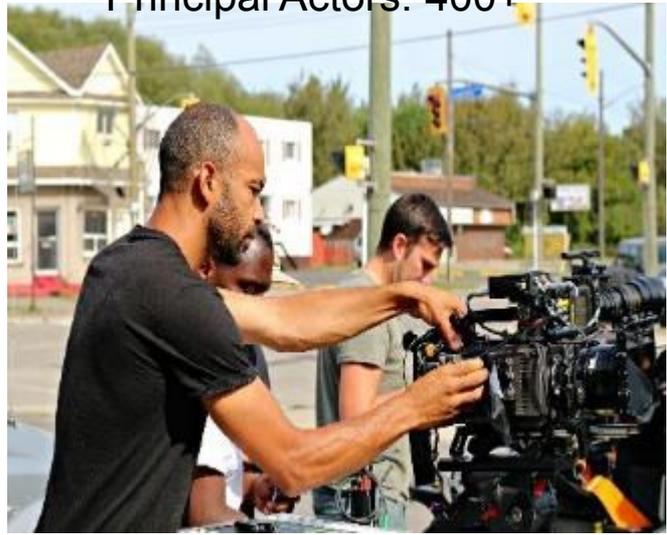
Total Productions: 8  
 Total Filming Days: 89  
 Total Local Crew Hired: 185  
 Total Hotel Nights 5,544  
 Total Direct and Indirect Spend in SSM: ~\$4,825,818  
 Total Background and Principal Actors: 400+

### 2020 Production Numbers

Total Productions: 1  
 Total Filming Days: 2  
 Total Local Crew Hired: 3  
 Total Hotel Nights: 54  
 Total Direct and Indirect Spend in SSM: ~\$31,000  
 Total Background Actors: 20

### 2021 Production Numbers (YTD)

Total Productions: 7  
 Total Filming Days: 67  
 Total Local Crew Hired: 140+  
 Total Hotel Nights: 3,502  
 Total Direct and Indirect Spend in SSM: ~\$3,816,323  
 Total Background Actors: 113



“The main reason we choose Sault Ste. Marie for our production is because of the support provided by the film office. We feel there is no problem we can’t solve with the help of the coordinator, the coordinator is always friendly, proactive, and always there to support us in all stages of production.” Muniré Armstrong, Producer, The Protector

# PARTNERSHIPS

The Sault Ste. Marie Film Coordinator Worked with the productions to facilitate Introduction to Sault College Digital Film Production Program, and Sault Community Career Centre.

On “The Protector”, students were hired directly out of the film program in paid positions as part of a wage subsidy training program from IATSE 634 Film Union and 3 individuals were brought on the show for training in partnership with Sault Community Career Centre.

Some of these individuals were then brought on to work on the second feature film “A Christmas Letter”.



# STEAM Centre

- Presented to Council initially as part of Economic Development and Covid-19 Recovery Strategy May 2020
- Early exploration of concept of new centre that will include:
  - Highlight the STEAM sectors in Sault Ste. Marie and meet the needs of community groups and organizations.
  - Provide a modern and innovative facility to house the Sault Ste. Marie Innovation Center and allow for collaboration with Industry.
  - Provide the arts, culture and creative industries in Sault Ste. Marie with access to a professionally equipped and managed facility for shared office space and collaboration.
  - Provide future opportunity for R & D collaboration between industry & academia.



# STEAM Centre (cont'd)

- Key focus the center will include:
  - Develop research and employment opportunities for recent STEAM graduates
  - Facilitate networking and partnerships between Industry, PSIs & SSMIC
  - 'Grow our own' innovation companies
  - Use labour force pipeline and talent pool development to attract new businesses and industry to SSM



## Tourism Products

- Festivals (Summer Moon Festival)
- Kayak docks: Two new docks installed along the St. Marys River.
- New wayfinding signage installed across the community.
- Algoma Trail Network (ATN)
  - Trails are a great addition to Sault Ste. Marie's tourism portfolio and a high value asset to attract people to visit and live in our community.
  - \$167,000 investment from the MAT, additional funding (\$500,000) was approved by FedNor.
  - Partnership with Tourism SSM and Sault Cycling Club
  - Phase 1 – Farmer Lake Trail - ~12km of new trail constructed in 2021.

## Reviewing the Economic Diversification Fund (EDF)

- New Community Development Fund established with program streams aligned with FutureSSM strategy:
  - Economic Development Program
  - Culture and Arts Program
  - Green Initiatives Program
  - Social Equity Program
  - Tourism Development Fund

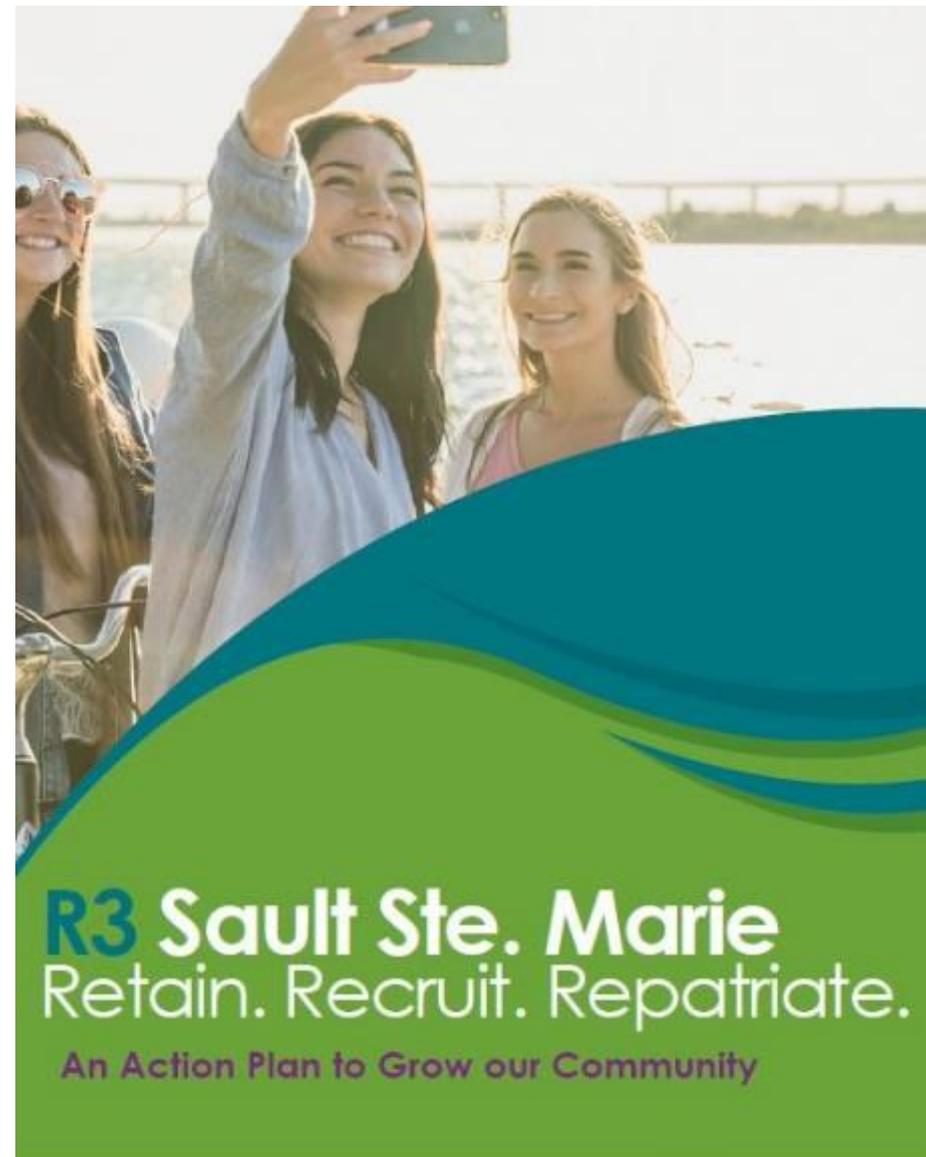


## 3

## Build our Labour Force

“What the Sault is doing is what everyone else should be doing” – Unifor president Jerry Dias, TVO, February 6, 2019 *referring to talks with GM workers in Oshawa*

“This offering is something more than just the training and the placements...It’s giving you more of a sense that you can contribute again...get back on your feet.” - Jeff, participant in the Hospitality Training Program to ONNtv, October, 2019



## Rural Northern Immigration Pilot (RNIP)

Sault Ste. Marie launched RNIP in November 2019

- Approximately 120 candidates received a recommendation
- Application processing shut down for 6 months due to Covid-19
- Substantial administrative client caseload, troubleshooting, working closely with IRCC RNIP Project Officer
- IRCC anticipates a steady flow of approvals over the next few months



## **Spousal Recruitment Advisory Committee**

In partnership with the city's top employers, FutureSSM has continued the delivery of the Spousal Recruitment Advisory Committee (SRAC) designed to promote the hiring of spouse/partners' of newly hired employees who have relocated to Sault Ste. Marie. Covid-19 has impacted hiring in 2020 and we have had minimal meetings. Moving forward, we will be adding a New Resident Attraction component to these meetings.

## **Indigenous Employment Roundtables**

FutureSSM's Labour Force Development Coordinator continues to work in partnership with local employers and service providers to organize and facilitate Indigenous Employment Roundtables (IERT). Covid-19 has also impacted these service providers with many not being able to offer the same level of service due to service disruptions in their organizations.

The IERT partners want to see more of their clients trained for PSW and construction roles. The theme of these meetings have turned to upskilling and microcredentials. The partners also want increased training and emphasis on careers in finance. In-person, on-site visits to employers will resume post-pandemic.

## Placements

- Ongoing work with local employers in placing skilled workers with local companies, including Heliene, SAH

## Work Force Entry Programming

- Established a labour force entry program in partnership with the District of Sault Ste. Marie Social Services Administration Board (DSSAB) that focused on individuals in receipt of Ontario Works.
- 2019 delivery of Hospitality Training program. Current and future areas of focus include programming in the following sectors: Hospitality, Construction, Personal Support Workers, Environmental Technicians, Dispatchers, Customer Service, Security Guard and Food Service.

## Advisory Committees

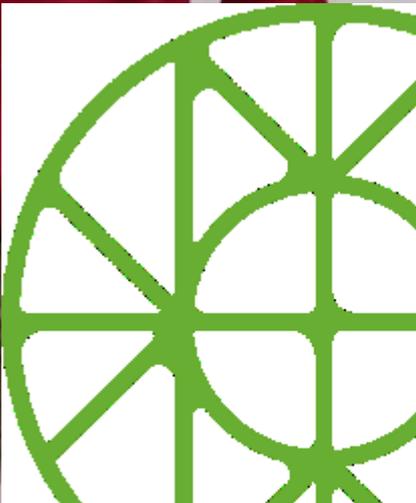
- Sault College Mechanical/Pre-Trades/Metal Fabrication
  - Sault College Skills Advance Ontario – Health Care
  - Sault College Skills Advance Ontario – General Manufacturing and Production
  - District of Sault Ste. Marie Social Services Administration Board
- Workforce Entry



4

## Grow our Post-Secondary Institutions

They have been doing a great job on their own!



## Strategy Planning

- FutureSSM funded the development of a **research study with Dr. Ken Coates** to examine the potential for Algoma University and Sault College to develop advanced research and development initiatives that contributed to local sector development
- **City Studio**: is an innovation hub that brings together city staff, students & faculty from Algoma U and community to co-create experimental projects that make Sault Ste. Marie more sustainable, livable, joyful, and inclusive.

## Student Programming

- Through consultation, students indicated there was a lack of ‘things to do’ which may have an impact on staying in the community. FutureSSM worked with Algoma U to organize a **Frosh Week concert** that was well attended by students – both local and out of town.
- **Great Lakes International Summer Music Institute** – As a partner, FutureSSM supported the GLISMI with promotion and marketing.

## Sault College Graphic Design Curriculum/Traffic Box Wraps

- As part of FutureSSM’s Community Art Project, FutureSSM worked with the Sault College Graphic Design graduating program to design **traffic box wraps** inspired by our unique area. The project is now part of the program’s curriculum on an ongoing basis to provide students with real-life experience in the industry. 2021 saw the development of 20 designs with 8 being selected for installation

## Marketing & Promotion

- FutureSSM has created marketing materials to promote Sault College and Algoma University in a variety of formats.

## 5

## Invite immigration and welcome newcomers

“Sault Ste. Marie was selected [for RNIP] because I personally visited Sault Ste. Marie last year and I saw for myself not only the needs of the community in terms of filling unfilled jobs through immigration, but I also saw the supports the community put together in terms of immigration advocates, people who really go out of their way to help newcomers integrate into Sault Ste. Marie.” – Minister Hussen

“Right now the amount of work we turn away would probably amount to another 100 – 150 people. So, effectively, we could double our capacity if we had enough people to perform the work. – Matt Socchia, JD Aero

“I think this is an excellent step towards making sure we get some access and talent to the skilled workers we need,” he said. “We need access to a global talent pool to fill the many skilled labour positions that are available in a number of sectors.” – Rory Ring, Chamber of Commerce





## Communications Strategy

FutureSSM's External Communications Strategy includes a focus on telling the story of newcomers to Sault Ste. Marie and celebrating our diversity as a welcoming community. Going forward we will be expanding our marketing internationally based on location where professional skill sets have been identified.

## Rural Northern Immigration Pilot (RNIP)

Sault Ste. Marie has been selected as one of 11 communities across Canada to participate in the Northern and Rural Immigration Pilot. SSM was the first community to accept applicants and has had interest from over 5,000 people around the world. We have successfully recommend over 120 candidates to date.



### Teni and Gabriel's Story

After making the move to Canada from Lagos City, Nigeria, Teni and Gabriel found everything they were looking for in Sault Ste. Marie, Ontario. Both have established rewarding careers at...



# 6

## Advance Indigenous relationships

“As an Indigenous person in this community...and seeing this new logo and having that medicine wheel represented, as well as the language, ‘Biindigen’, that is welcoming to me. That makes me feel included in the community.” Karen Boyer, Sault College Indigenous Initiatives Division

“It is important for us to be included in the City of Sault Ste. Marie, this new logo...there is so much included for Indigenous peoples. Cathy Syrette, Executive Director, IFC



## **Bawaating Advisory Circle**

- The Bawaating Advisory Circle was established as a way for engagement and dialogue to take place between Sault Ste. Marie leadership and our Indigenous communities including Garden River and Batchewana, as well as our urban Indigenous Community and our local Métis Community.

## **New Branding**

- Use of Biindigen and the inclusion of a representation of the Medicine Wheel in the logo, messaging and branding.

## **Indigenous Employment Roundtables** (see Goal #3)

- FutureSSM's Labour Force Development Coordinator continues to work in partnership with local employers and service providers to organize and facilitate Indigenous Employment Roundtables (IERT). Covid-19 has also impacted these service providers with many not being able to offer the same level of service due to service disruptions in their organizations.

## 7

## Improve Community Well-Being

### Mountain Bike Trail Development

- Community design that supports active transportation has been demonstrated to provide multiple benefits, including promoting physical activity, improving air quality, reducing contributions to climate change, and even improving community livability.
- FutureSSM is supporting development of a new ~12 km trail network in the Hiawatha Highlands. Although purpose-built for mountain biking, this trail will be a multi-use trail system open to runners, hikers, and dog walkers in the summer months, and fat tire biking, snowshoeing and backcountry skiing in the winter months.

### Kayak Dock Installation

- Fully accessible dock system for canoes & kayaks was installed at Bellevue Marina in June 2021. Second dock installed at Bondar Marina in July 2021. The installations are part of an effort to draw more People to the waterfront and provide additional recreation options.



## ParticipACTION

- Algoma Public Health and FutureSSM led local participation efforts in the nation-wide ParticipACTION contest and encouraged people to get moving in SSM.

## A Women's Only Safe Spaces Walk – July, 2019

- The walk was organized in partnership with the Downtown Association and FutureSSM. The walk was intended for women to identify areas where there may be issues of concern in the downtown area as well as offer suggestions for improvement in public spaces as it pertains to women's issues. A follow up consultation took place with Sault Ste. Marie Chief of Police to ensure that any issues that arose during the walk may be accommodated with the SSMPS.

## Early Development Instrument

- EDI data for Sault Ste. Marie indicates that many children are entering the school system in Sault Ste. Marie below their counterparts in three out of five areas tested: Physical Health and Well-Being, Social Competence, and Emotional Maturity.
- A Needs Assessment was conducted by FutureSSM's Social Equity Coordinator for the Early Years System Plan. Working collaboratively, the DSSMSSAB Early Years Services and the Social Equity Coordinator proposed the Early Years Service 5 Goals for the system service plan.

## Poverty Reduction

- Led the development of a single definition of poverty to align efforts: *Poverty is a condition of someone who lacks the resources and means to acquire and maintain a basic level of living standards and to facilitate their desired level of participation in society*

## Environment - Climate Change Coordinator & GHG Emissions Inventory

- The City is one of over 60 communities across Canada funded by the Federation of Canadian Municipalities through to increase staff capacity with regards to climate mitigation and/or adaption.
- The City plans to focus its efforts on mitigation by developing a plan to reduce community greenhouse gas emissions.
- The first step is the creation of a community GHG emissions inventory. On September 9, 2019, the City signed a resolution to join the Partners for Climate Protection (PCP), which offers a 5-milestone framework intended to guide municipalities towards the development of a climate action plan.
- Staff presented the **Community GHG Emissions Reduction Plan** to City Council in December 2020. Council adopted the plan and the following targets:
- The **City's goal for GHG reduction is net zero by 2050** and will focus on a GHG reduction target of 10% corporate and 5% community between 2020–2030, with an increasing scale of reduction target between 2030 and 2050.





# 8

## Revitalize our Downtown

“FutureSSM is working on enormous positive changes for our downtown and our city. It is a major source of the sense of hope that many of us have for Sault Ste. Marie” – Jake Cormier, Village Media

“FutureSSM’s value has been apparent from the inception of the City department. The Downtown Association is well aware and backs the passion, purpose and virtue that this endeavour brings to Downtown revitalization and development.” - Josh Ingram, Executive Director, SSM Downtown Association

“This project has been so amazing and definitely a big part of the strong efforts being made to revitalize our downtown...I am a firm believer that the best way to see and appreciate our downtown is on foot and these murals will make that walk way more interesting!”

Page 91 of 272 Angela Romano, Destination Northern Ontario

# Downtown Public Plaza



- Four seasons
- Day & Evening Activities
- Young and Old
- Activity 250 days/year
- Event space to avoid closing Queen Street more frequently
- Construction planned for 2022

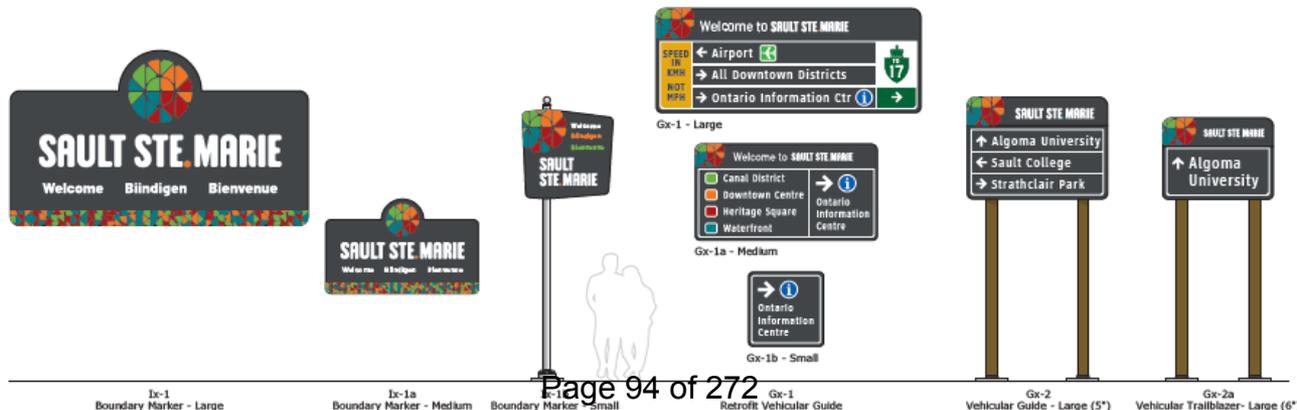
# Queen and Spring Street Design

- The streetscape design will advance the downtown strategy
- Addresses the primary and most highly visible commercial area in the downtown
- Achieves a long-time City goal of linking waterfront to commercial district
- Builds on investment in Bay Street which has received positive feedback



# Pedestrian Wayfinding

- Wayfinding was identified as a priority for Sault Ste. Marie through the Municipality's Downtown Revitalization Strategy and is supported by recommendations from Roger Brooks International, an internationally renowned expert in downtown revitalization. Wayfinding is one of several steps we will be taking over the course of the next several years to revitalize our downtown.
- Our goal is to create a wayfinding system that increases the attractiveness of our downtown by helping residents and visitors alike efficiently navigate to area destinations and amenities, while also creating positive perceptions for the area, making for a positive experience, extended stays and more spending.
- Through a competitive RFP process, FutureSSM hired Corbin Design, a leader in wayfinding consulting and signage system design, to move ahead with plans to develop and implement a Pedestrian Wayfinding Strategy for Sault Ste. Marie.





## Arts & Culture

### Downtown Beautification & Programming

“In two days I witnessed a young boy of seven with no musical background enlightened but one of these pianos. A woman struggling with addictions sitting there singing and playing not bothering anyone. And a beautiful talented musician playing his heart out. All three clearly from completely different worlds. Together enjoying something so special as music. I just wanted to say thank you to those that created this project! – Melissa Anne (via Facebook)

“I’ve been teaching for over 20 year, and in the past I see our youth wanting to go away, leave Sault Ste. Marie. But now, I see a transition where with [mural art] projects like this, they are becoming invested in our community, and that is so critical to keeping them here and working towards making our community our place that we all love and adore.” - Sarah Constable, Leader of Experiential Learning,

2013

“The Graphic Design class really enjoyed participating in the City Traffic Box project. It provided a 'real-life' project, allowing students to showcase their creativity and create a link to the City.” – Sault College Graphic Design students

Page 95 of 272  
(Graduating class of 2019)

## Arts & Culture Industry - Community Cultural Plan

Implementation of the Community Cultural Plan (CCP)'s 6 goals and 36 action items to grow and support the arts, culture & heritage sector in the Sault continues with all but three action items being completed, on-going or in progress.

New Cultural Vitality Committee (CVC) formed. Diverse membership from community to help ensure equitable access to Community A & C services and resources and transparent process.

New A & C Assistance Program (ACAP) funding structure developed and implemented in 2021 enabling a greater diversity of applicants at all levels of development and historically under represented groups to have access to A & C resources.

New Public Art Policy under development that will use \$40,000 of the increased \$144,500 in cultural funding toward the development of Public Art Projects and artist development.

Development of Cultural Tourism Strategy under way with Lord Cultural Resources to develop a strategy to align and coordinate cultural producers and tourism operators to develop projects & programming that support local audiences while attracting visitors to the City.



## Education

### Public Art Projects & Mentorship

- As a result of covid guidelines many projects were forced to be delayed until conditions permit relaunch. Those planned with ADSB include - Art-Cycle Project, Downtown Door Wrap Project, SHSM Mural Project and Student Concert Project to be carried out when restrictions lifted - potentially fall 2021 or winter spring 2022.
- Other projects were design to continue to support local artists and the arts during Covid and include the Paul Mall Display Project, Art X Project, Traffic Box Wrap Project, Algoma University Public Art Project, Jamestown Mural Project, John Rhodes Mural Project, Entomica Jamestown Project, Manzo Pool Project, Winter Lights Project.
- These projects are designed to give early/mid career artist opportunities to develop skill, network and receive mentorship, build their portfolios and promote their practices as well as create public works that will become part of the City art inventory which will be use to design programming for both local and tourist audiences.

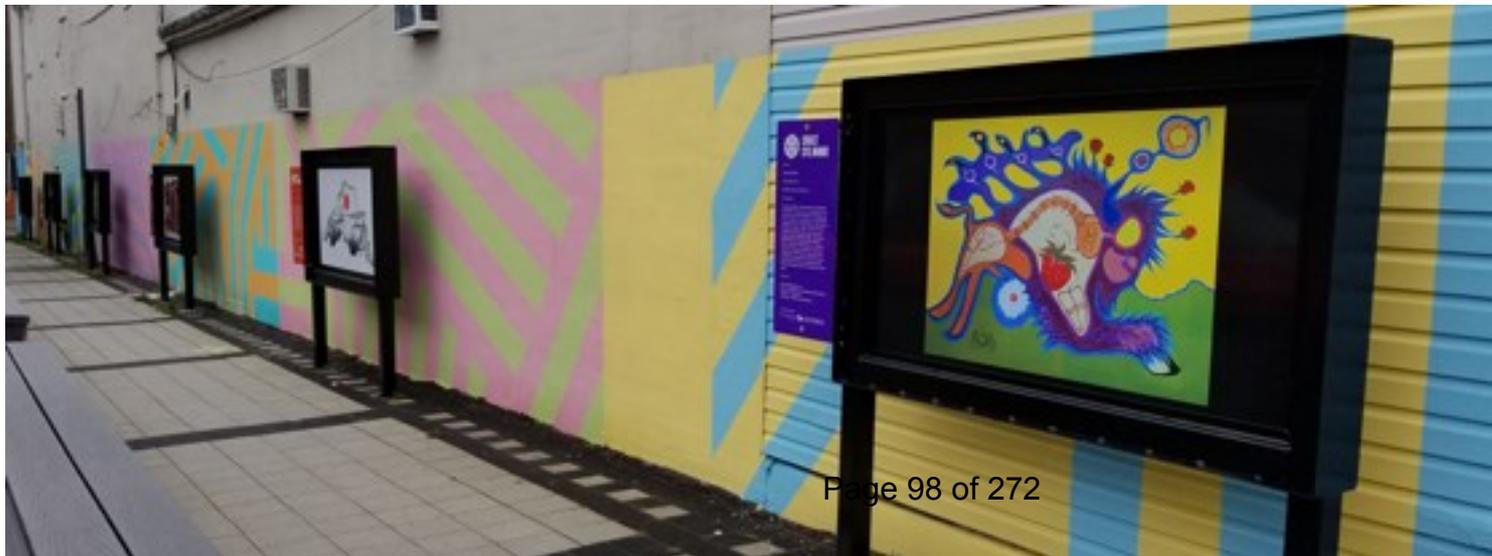




# Community Art Projects – Downtown Beautification & Programming



**Art X Project:**  
Partnership w/Rolling Picture Company, DTA, City and local Artists.



**Paul Mall Display Project:**  
Partnership w/ DTA, City, ADSB and local Artists.

# Community Art Project – Downtown Beautification & Programming



## Downtown Murals:

Thomas Sinclair and Annie King in partnership w/DTA, PUC and City





**Jamestown Mural Project:**  
Partnership w/ArtSpeaks, Soup Kitchen, SSM Museum, DTA, City and local Residents.



**Sault College Traffic Box Wrap Project:** Partnership w/Sault College, DTA, City and Students.





# Peter Manzo Pool Project

Project:  
Partnership w/ City and local Indigenous Artist Thomas Sinclair. Mural and 3-D Art Installation



Thunderbird Sculpture to be installed in center of main wall.



# Summer Moon (Multi-Cultural) Festival:

Partnership w/ City, DTA, IFC, MYAC, and several local arts organizations and local/national sponsors and local, national and international artists of different disciplines.

Consists of Mural Component, Music Component and Community Programming Component (note: last two Components deferred until 2022 due to Covid)





# What's Next?

## Priorities

- Sustained focus on four pillars and achieving our 8 goals and growing the community
- Continued focus on implementing the recommendations established by the Action Teams and the AC
- Focus on youth employment and reducing youth migration from Sault Ste. Marie.
- Focus on growing STEAM opportunities locally and STEAM feasibility.
- Youth programming and further activation of our cultural community is a key objective going forward.

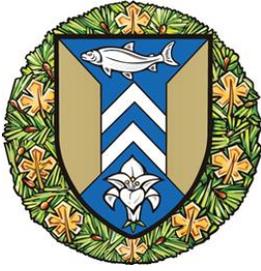
## What's Next? (cont'd)

- Project extension has been approved by FedNor to December 2023
- Completion of projects will include:
  - Resident attraction campaign
  - Pedestrian wayfinding design
  - Queen Street and Spring Street Streetscape Design
  - STEAM Centre Feasibility Study
  - Cultural Tourism Strategy
- Staff will return with a final report on the current FutureSSM project with FedNor
- Community development work will continue, based on FutureSSM strategy, with staff moving forward



**Thank you.  
Miigwetch.  
Merci.**

**[www.futuresm.com](http://www.futuresm.com)**



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

**COUNCIL REPORT**

January 10, 2022

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Travis Anderson, Director Tourism & Community  
Development

DEPARTMENT: Community Development and Enterprise Services

RE: Tourism Development Fund Application – The Beaver  
Freezer Marathon

---

**Purpose**

This report provides recommendations to City Council from City staff and the Tourism Sault Ste. Marie Board of Directors for the distribution of Tourism Development Funds for applications received.

**Background**

The Tourism Development Fund (TDF) was implemented June 1, 2021 to provide financial support to the broader tourism sector in different 2 streams- Festivals & Special Events and Attractions & Product Development. The funds for both streams of the TDF are generated from revenue collected by the Municipal Accommodation Tax (MAT).

Consideration will be given to support initiatives that produce positive results in at least one of the following criteria:

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

Upon receipt of a TDF application, Tourism staff reviews the application for eligibility and assessment criteria and brings a recommendation forward to the Tourism Sault Ste. Marie Board of Directors. The Tourism Sault Ste. Marie Board of Directors further evaluates the applications and makes a recommendation to City Council for the distribution of the grant funds.

### **Analysis**

The Tourism Development Fund applications are permitted with ongoing intake and are reviewed monthly at the Tourism Sault Ste. Marie Board of Directors meetings. At the Tourism Sault Ste. Marie Board of Directors meeting December 16, 2021 the Beaver Freezer Marathon was presented for consideration.

The objective of the Beaver Freezer Marathon is to deliver an annual wilderness event highlighting the pristine wilderness of Sault Ste. Marie with an amazing sense of adventure. Participants will test their winter grit within the pure wilderness of the Sault Ste. Marie area by skiing, fat biking or running up to 42 kms on frozen lakes, streams, trails and portages starting and finishing at Hiawatha Highlands. The addition of the Beaver Freezer Marathon strongly supports the efforts to position Sault Ste. Marie as an outdoor adventure community and helps to fill a gap in a traditionally lower tourism season.

The race is coordinated and developed by Lawrence Foster, a two-time Canadian champion and one-time North American champion in adventure racing. Lawrence has designed over 100 races in Canada as well as the 2004 Adventure Racing World Championships in Corner Brook, Newfoundland. His reputation and experience in the industry coupled with our unique Northern location will be significant assets to developing and growing this event. To expand the marketing reach of the Beaver Freezer Marathon, Lawrence has partnered with two well established and well-known race organizers from Southern Ontario: Superfly Racing (Sean Rupel) who operates several Ontario Cup Mountain bike events as well as Crank the Shield and Wilderness Traverse, a Southern Ontario Adventure Race Series that has ties to Sault Ste. Marie

The goal of the first year of the marathon is to attract 200-300 competitors, 50-100 from out of town. Estimated economic impact is anticipated to be approximately \$22,500 (75 visitors from out-of-town x 2 days x \$150 per person/ per day). The intent of the race organizers is to grow this event annually attracting an increase in out-of-town visitors year over year.

The application for the Beaver Freezer is supported by the Tourism Sault Ste. Marie Board of Directors and a recommendation is made to utilize \$6,200 from Tourism Development Funds to assist with race day expenses, marketing expenses, rescue equipment and event insurance. The following resolution was passed unanimously:

“Be it resolved that Tourism Sault Ste. Marie recommend a contribution through the Tourism Development Fund- Conferences and Special Events stream in the amount of \$6200 to support the Beaver Freezer Marathon March 6, 2022 and that a report be submitted to City Council for consideration and approval.”

Moved by: Don Marini

Seconded by: Nick Brash

### **Financial Implications**

No new funds would be required. The Tourism Development Fund currently has \$373,335 for the purpose of providing financial assistance within the tourism sector.

**Strategic Plan / Policy Impact**

This item supports the Corporate Strategic Plans Focus Area: Community Development- Develop partnerships with key stakeholders and reconciliation.

**Recommendation**

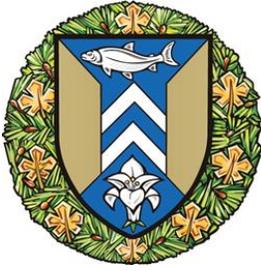
It is therefore recommended that Council take the following action:

Resolved that the report of the Director Tourism and Community Development dated January 10, 2022 concerning the Tourism Development applications for the Beaver Freezer Marathon be received and that the recommendation of the Tourism Sault Ste. Marie be received and that the recommendation of the Board of Directors of Tourism Sault Ste. Marie to allocate \$6,200 be approved.

Respectfully submitted,



Travis Anderson  
Director, Tourism & Community  
Development  
705.989.7915  
[T.anderson@cityssm.on.ca](mailto:T.anderson@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**

January 10, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Donald B. McConnell MCIP, RPP, Planning Director  
DEPARTMENT: Community Development and Enterprise Services  
RE: New Development Cost Options

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**Purpose**

The purpose of this report is to respond to the following resolution which was approved on April 12, 2021.

“Whereas the real estate value located within the city's borders is the main revenue source of most municipalities, and growth in that amount of value is one of many ways that city budgets keep up with inflation; and

Whereas, Sault Ste. Marie over the last 20 years, has experienced increasing assessment values in some neighborhoods, but not others, at the same time as having an aggregate in-year growth rate of less than 1%; and

Whereas, Sault Ste. Marie has access to detailed mapping from the Innovation Centre that shows these geographic areas of assessment growth versus stagnation; and

Whereas it is in the interest of all Sault Ste. Marie ratepayers to ensure that assessment distribution is as evenly spread throughout the city is possible, and that new growth does not come at additional cost to the existing levy; and

Whereas, new development is one of the main sources of new assessment growth, provided that new development does not shift assessment value away from another area of the city; and

Whereas, Sault Ste. Marie is the largest city in Ontario without development charges or a cost recovery mechanism for planning charges, both of which are key tools for a municipality to ensure that growth does not create an assessment decline and stagnation elsewhere; and

Whereas the City of Sault Ste. Marie is examining options for new growth Community Improvement Plans, many of which in comparator municipalities

provide development charges exemptions for certain types or zones of needed development;

Now Therefore Be It Resolved that relevant staff be requested to prepare a report outlining the best options for Sault Ste. Marie to adopt further tools to ensure that the cost of new development accurately reflects the cost to the general levy.”

### **Background**

In 2013, the City retained Watson and Associates to complete a Development Charges Study for Sault Ste. Marie. Although the initial report was completed in 2014, it was decided to postpone any decisions at that time. In May 2015, City Council approved a revised work plan to finalize the study. In September 2016, City Council decided to not proceed any further on this matter.

The Watson study estimated development charges in 2014 at \$8,357 for a new single detached home with less amounts for other forms of residential development. Development charges for non-residential development (commercial, industrial) were estimated at \$5.14 per square foot.

### **Analysis**

There are three major revenue sources available to municipalities to offset the additional costs of new development. They are development charges, community benefits charges and subdivision parkland charges. Each is described separately below. It should be noted that the City also collects fees associated with the cost of approving building permits and planning applications.

### Development Charges

A municipality may approve a by-law under the Development Charges Act to pay for increased capital costs and services arising from new development. The development charges may be imposed to pay for increased costs for:

- Water, sanitary sewer, storm water management and waste diversion services
- Electrical power services
- Transit services
- Police, ambulance and fire services
- Public libraries
- Parks and Recreation services, but not land acquisition
- Housing services
- Public health and long-term care services
- Child care services
- Proceedings related to the Provincial Offenses Act
- Emergency preparedness services.

Sault Ste. Marie is one of few communities of over 50,000 in population that does not impose development charges.

To enact a development charges by-law, municipalities must prepare a comprehensive report on the increase in net capital costs resulting from anticipated development over the next 10 years. The enacting by-law may be appealed to the Ontario Land Tribunal.

### Community Benefits Charges

Section 37 of the Planning Act permits a municipality to enact a Community Benefits Charge By-law that imposes fees to pay for the capital costs of facilities, services and matters required as a result of development or redevelopment.

A municipality is not permitted to use community benefits charges to fund the same capital costs that are already funded under an existing Development Charge By-law or existing parkland dedication processes.

In addition, a municipality cannot impose community benefits charges on development or redevelopment of a building that is less than five storeys or contains fewer than ten residential units. Other exclusions prescribed by the Province include development or redevelopment of long-term care homes, retirement homes, post-secondary institutions, Royal Canadian Legion buildings, hospices and not-for-profit housing. The amount of a community benefits charge shall not exceed 4% of the land's value. In essence, community benefits charges only apply to high density development that is typically found in larger southern Ontario cities.

Prior to implementation, municipalities must prepare a Community Benefit Charge Strategy that identifies the increased need for additional services and how collected funds will be used. Municipalities must also approve a Community Benefits Charge By-law which is appealable to the Ontario Land Tribunal.

### Parkland Dedication

Section 42 of the Planning Act gives municipalities the ability to collect parkland or cash in lieu of parkland as a condition of any development and redevelopment.

The Planning Act establishes the following maximum parkland dedication requirements:

- Not exceeding 2% of land area or cash in lieu of, for commercial and industrial development and redevelopment.
- Not exceeding 5% of land area or cash in lieu of, for all other types of development and redevelopment, such as residential and institutional.
- For higher density residential developments, the following alternative rates may be utilized:

## New Development Cost Options

January 10, 2022

Page 4.

- 1 hectare per 300 dwelling units.
- Cash in lieu of 1 hectare per 500 dwelling units.

Currently, parkland is dedicated to the Municipality as part of any Draft Plan of Subdivision approval. Cash in lieu of parkland is collected as a condition of new commercial, industrial and residential lot creation by severance, as well as for rural residential subdivisions (pursuant to Planning Act Sections 51.1 and 53). Payment is determined based upon the value of the land the day before development commences and the funds must be deposited into a special account and only used for a variety of parkland and recreational facility upgrades.

Annual cash in lieu of parkland deposits fluctuate, depending upon the amount of new residential, commercial and industrial lot creation that occurred. Between 2010 and 2019, annual parkland cash in lieu averaged \$79,547 per year.

Under Sections 42, 51.1 and 53 of the Planning Act, if parkland has been or is required to be conveyed to the Municipality or a payment in lieu has been received or is owing, no additional conveyance or payment may be collected for subsequent development or redevelopment unless:

- a. There is a change in the proposed development or redevelopment which would increase the density of development; or
- b. Land originally proposed for development or redevelopment for commercial or industrial purposes is now proposed for development or redevelopment for other purposes.

The city could take advantage of these provisions to collect additional fees, however this would be a significant change from established practice and it should be noted that development charges can also be used to pay for park and recreation services.

### **Summary**

The Development Charges Act is the appropriate legislation to ensure that the entire cost of new development is paid for by the new development.

Community benefit charges are relatively new and are intended to supplement, but not replace development charges. Given the limitations and exemptions that must be applied, a local community benefit charge would not result in significant new revenue for the municipality.

Some increases to existing parkland charges are possible if a supplementary fee is charged when there is an increase in density or change in use.

New Development Cost Options

January 10, 2022

Page 5.

**Financial Implications**

Given that this is an information report, approval will not impact municipal finances.

**Strategic Plan / Policy Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated January 10, 2022 concerning New Development Cost Options be received as information.

Respectfully submitted,

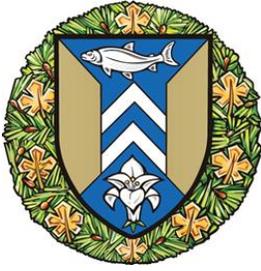
A handwritten signature in black ink that reads "D.B. McConnell". The signature is written in a cursive style with a large, stylized "D" and "M".

Donald B. McConnell MCIP RPP

Planning Director

705.759.5375

[d.mcconnell@cityssm.on.ca](mailto:d.mcconnell@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**

January 10, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Donald B. McConnell MCIP RPP, Planning Director  
DEPARTMENT: Community Development and Enterprise Services  
RE: Municipal Assessment Growth

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**Purpose**

The purpose of this report is to respond to the following resolution which was approved on April 15, 2019.

“Whereas the costs associated with maintaining municipal services at their current level is likely to increase annually; and

Whereas City Council wants to ensure that the municipal levy is affordable and that the levy and any increases to it do not outpace the community’s ability to pay; and

Whereas assessment growth is important to minimizing or neutralizing the pressures on the municipal levy; and

Whereas assessment growth has conventionally been understood and is usually discussed as new buildings/developments on previously unoccupied land; and

Whereas the City of Sault Ste. Marie could have untapped assessment growth potential in old or existing neighborhoods where assessment values have declined or are in decline;

Now Therefore Be It Resolved that staff work with the Sault Ste. Marie Innovation Center to prepare a report that outlines and maps the areas of our community that have experienced assessment growth along with the areas of our community that have experienced assessment decline or stagnation over the past two assessment periods in order that Council may have that information when it is considering infrastructure investments and prioritization.”

**Background**

The Innovation Centre has produced two maps that show the change in property value assessments between 2008 and 2019.

The first map (Overall Assessment) includes all properties in the city. The only areas with decreased property values during the 10 year timeframe are Algoma Steel and two areas in the eastern part of the downtown. The decrease in property value in these areas is the result of reassessments by the Municipal Property Assessment Corporation (MPAC) or demolitions in advance of new development. With the electric arc furnace project at Algoma Steel and future development in the downtown, additional assessment is anticipated in all three areas. This drawing also indicates that the Gateway/James Street area had neither an increase nor decrease in property values over the 10 year timeframe.

The second map (Residential Assessment) shows that no area in the community has had a decrease in residential property value. Increases in all parts of the community averaged more than 6% per year with significant increases corresponding with areas of new residential development.

As the 2019 data is based upon the 2017 reassessment, it does not include any recent increases in the value of local homes. The reassessment that was scheduled for 2021 has been paused by the Province.

### **Analysis**

No residential area has seen a decrease in property values.

It is important to note that major increases in residential property values occur in those areas that have recently seen significant residential development. Older, well-established residential areas generally have very little vacant land that can be used for new development. The exception to this has been the redevelopment of former elementary schools which have been converted to residential uses.

The city has two specific initiatives to encourage new residential development. Both apply to the entire community but both have mostly been used in older areas.

The first initiative has been to support residential intensification and the development of second units. The Official Plan and zoning by-law have recently been amended to permit the creation of second units in any single detached, semi-detached or townhouse dwelling or within an accessory structure on the same lot.

The second initiative has been in effect since 2014 and allows a tax increment equivalent grant (or rebate) for new development projects which result in four or more rental units. Approximately 300 new rental units have been constructed under this program.

The SSM District Social Services Administration Board also has two initiatives which support new residential development in older residential areas.

DSSAB has been working with Habitat for Humanity to construct new homes on vacant properties. The city has contributed to this initiative by providing vacant municipally owned properties throughout the community.

DSSAB has also created an affordable home ownership program in partnership with Sault College in which properties in a state of disrepair are renovated. In addition to providing housing for low income community members, this program teaches various building and maintenance skills.

Taken together, these initiatives encourage new residential investment and help to maintain the residential assessment base throughout the community.

### **Financial Implications**

Given that this is an information report, approval will not impact municipal finances.

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

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

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated January 10, 2022 concerning Municipal Assessment Growth be received as information.

Respectfully submitted,



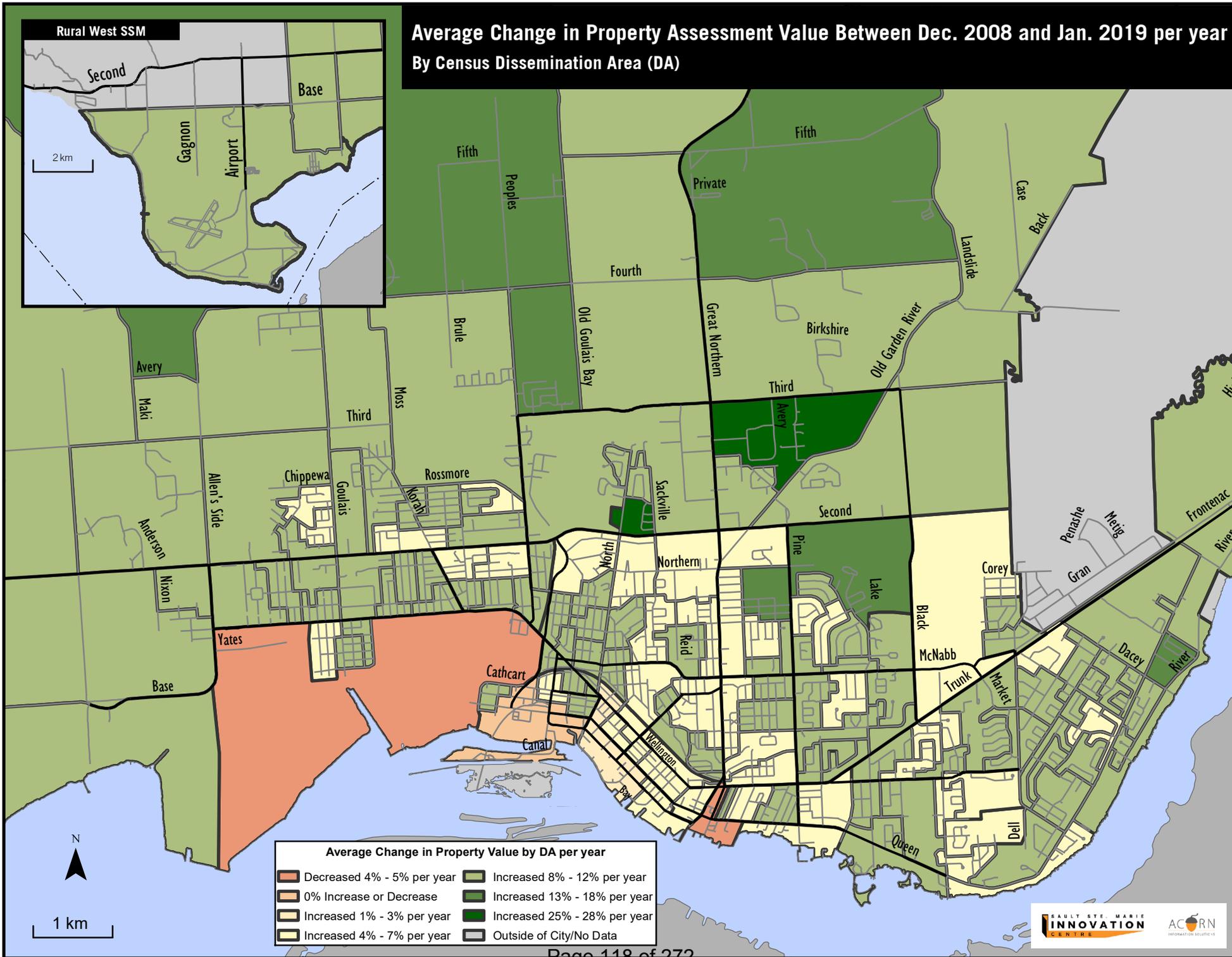
Donald B. McConnell MCIP RPP

Planning Director

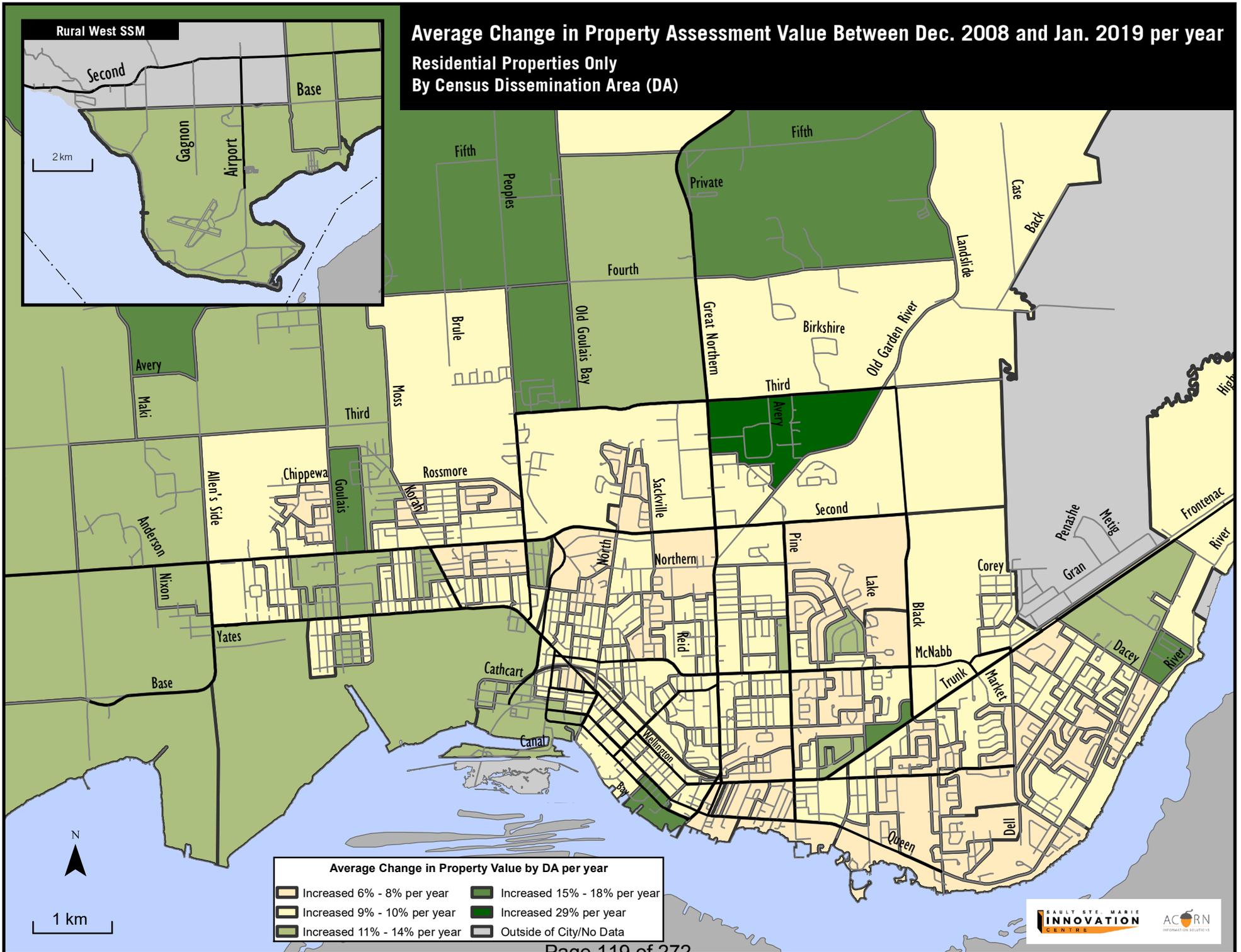
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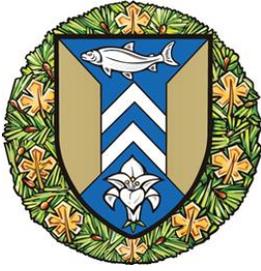
[d.mcconnell@cityssm.on.ca](mailto:d.mcconnell@cityssm.on.ca)

# Average Change in Property Assessment Value Between Dec. 2008 and Jan. 2019 per year By Census Dissemination Area (DA)



# Average Change in Property Assessment Value Between Dec. 2008 and Jan. 2019 per year Residential Properties Only By Census Dissemination Area (DA)





The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

January 10, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Carl Rumieli, Manager, Design and Transportation  
Engineering  
DEPARTMENT: Public Works and Engineering Services  
RE: Northern Ontario Resource Development Support Fund

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### **Purpose**

The purpose of this report is to obtain Council approval to identify the resurfacing of Second Line West between Korah Road and Allen's Side Road as the candidate project for the Northern Ontario Resource Development Support (NORDS) Fund to be completed in 2022.

### **Background**

On December 7 2021, the province announced that Sault Ste. Marie would receive \$400,000 from the NORDS Fund to assist with upgrades to eligible projects. NORDS is a new funding program to assist municipalities in Northern Ontario by helping to invest in local infrastructure, in recognition of the impacts that resource development has on municipal infrastructure.

### **Analysis**

The NORDS Fund program guidelines states the following:

*“Resource development impacts are generally associated with impacts resulting from primary natural resource extraction and processing activities (e.g. forestry, mining, aggregates). Criteria may also include related activities that are associated with or support those natural resource activities such as value-added processing, supply and services, repair and manufacturing, etc.”*

After a thorough review of the guidelines, the Engineering Division recommends that the resurfacing of Second Line between Korah Road and Allen's Side Road be identified as the City's candidate project. This project fits the criteria well as it is the main truck route utilized by Arauco Wood Products directly relating to the forestry industry. This portion of Second Line is not designated as a Provincial Connecting Link. This project was also identified as the City's next arterial resurfacing priority in the 2022 Capital Transportation Program report to Council on September 13, 2021.

**Financial Implications**

The NORDS funding of \$400,000 will allow additional resurfacing projects to be completed in the future as the funds required for the resurfacing of Second Line will be available for other resurfacing priorities.

**Strategic Plan / Policy Impact**

Resurfacing of roads is linked to the infrastructure focus area of the corporate strategic plan.

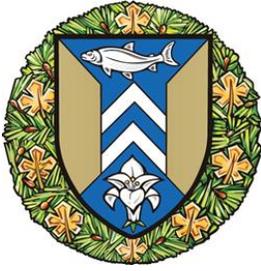
**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design and Transportation Engineering dated January 10, 2022 concerning the Northern Ontario Resource Development Support Fund be received, and that the recommendation to identify the resurfacing of Second Line West between Korah Road and Allen's Side Road as the City's candidate project for the NORDS funding program be approved.

Respectfully submitted,

Carl Rumié, P. Eng.  
Manager of Design and  
Transportation Engineering  
705.759.5379  
[c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca)



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

January 10, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior  
Litigation Counsel  
DEPARTMENT: Legal Department  
RE: Deeming By-law – Belvue Estates Subdivision, Plan 1M461  
(Biasucci)

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**Purpose**

The purpose of this report is to bring to Council a request received from Anna Biasucci, the owner of PIN 31510-0001 (LT) PCL 1-1 SEC 1M461; LT 1 PL 1M461 TARENTORUS; SAULT STE. MARIE; (civic 43 Birkshire Place) and PIN 31510-0002 (LT) PCL 2-1 SEC 1M461; LT 2 PL 1M461 TARENTORUS; SAULT STE. MARIE (civic 47 Birkshire Place).

**Attachment**

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

**Background**

Anna Biasucci, the owner of PIN 31510-0001 (LT) PCL 1-1 SEC 1M461; LT 1 PL 1M461 TARENTORUS; SAULT STE. MARIE; (civic 43 Birkshire Place) and PIN 31510-0002 (LT) PCL 2-1 SEC 1M461; LT 2 PL 1M461 TARENTORUS; SAULT STE. MARIE (civic 47 Birkshire Place) has requested that the City pass a Deeming By-law under Section 50(4) of the *Planning Act* for this property. The effect of the Deeming By-law, once it is registered on title, would result in this property being treated as one block of land and it could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

**Analysis**

The request has been circulated to Don McConnell, Planning Director, Freddie Pozzebon, Chief Building Official, Maggie McAuley, Municipal Services Engineer and Michelle Kelly, Secretary-Treasurer, Committee of Adjustment, none of whom have an objection to the request that a Deeming By-law be passed in respect of these properties.

**Financial Implications**

Approval of this report will not impact municipal finances.

Deeming By-law – Belvue Estates Subdivision, Plan 1M461 (Biasucci)

January 10, 2022

Page 2.

**Strategic Plan / Policy Impact**

Not applicable.

**Recommendation**

It is therefore recommended that Council take the following action:

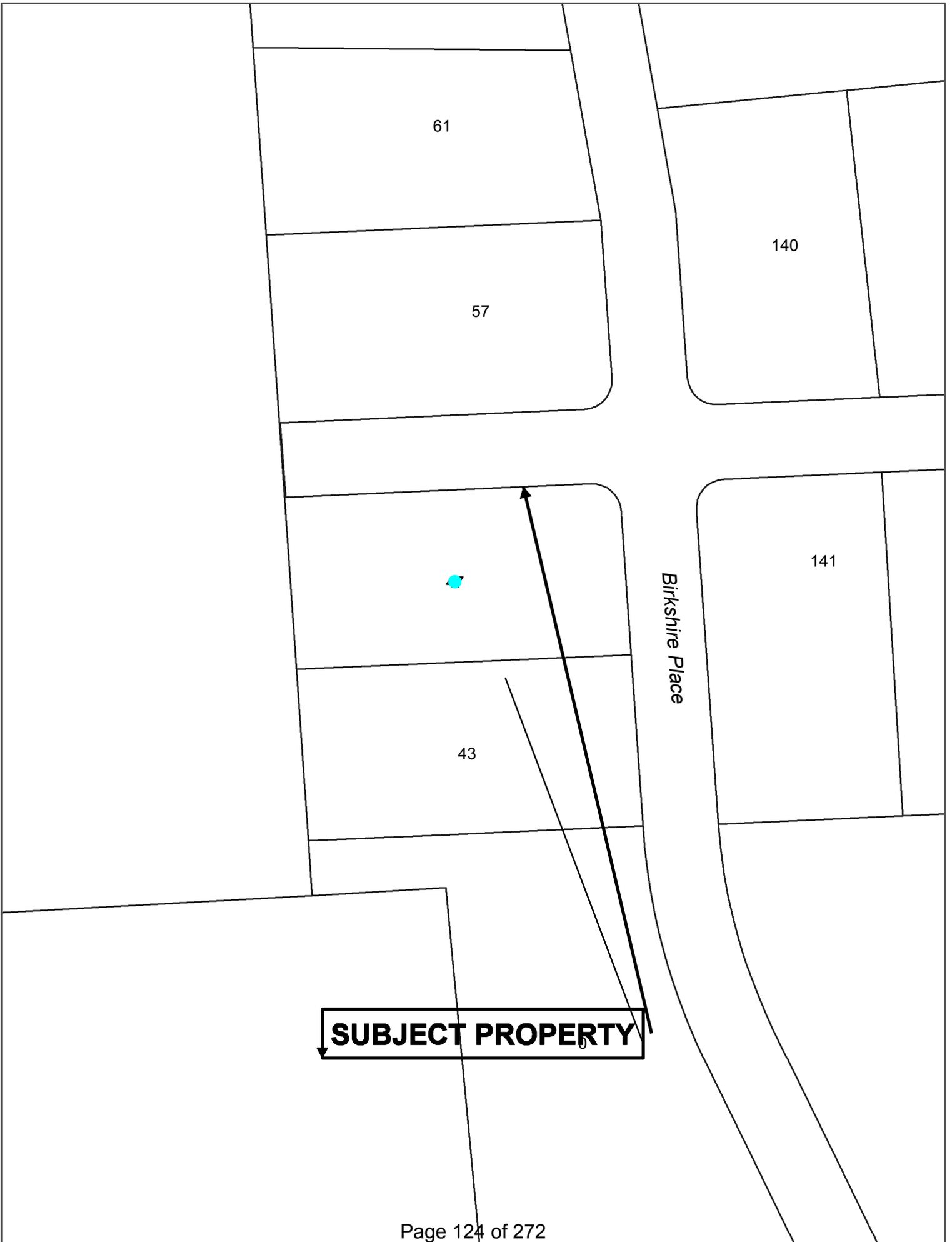
Resolved that By-law 2022-9 which has the effects of deeming of PIN 31510-0001 (LT) PCL 1-1 SEC 1M461; LT 1 PL 1M461 TARENTORUS; SAULT STE. MARIE; (civic 43 Birkshire Place) and PIN 31510-0002 (LT) PCL 2-1 SEC 1M461; LT 2 PL 1M461 TARENTORUS; SAULT STE. MARIE (civic 47 Birkshire Place), Belvue Estates Subdivision be recommended for approval. By-law 2022-9 appears elsewhere on the agenda.

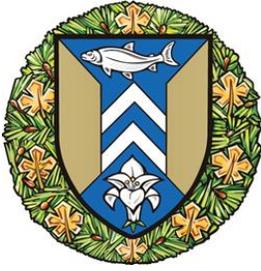
Respectfully submitted,

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

MBS/tj  
Attachment

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2022\Deeming Birkshire Place OPEN.docx





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

**C O U N C I L   R E P O R T**

January 10, 2022

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Malcolm White, CAO  
DEPARTMENT: Chief Administrative Officer  
RE: COVID Update 2022 01 10

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**Purpose**

To provide an information update to Council concerning recent developments responding to the COVID-19 pandemic.

**Background**

As Council is aware, the Province has implemented regulations having the effect of moving to a modified Step Two of the Roadmap to Reopen. This is a response to the current wave of COVID infections resulting from the spread of the Omicron variant. This variant is spreading at a greatly increased rate compared to previous variants and the regulations are meant to reduce the rate of spread to ensure our healthcare systems maintain their needed capacity. The measures being adopted are summarized in the attached Provincial news release.

**Analysis**

The regulations primarily affect our indoor recreational facilities and some activities on our outdoor ice rinks as outlined in the attached City news release. Staff will continue to work with groups and individuals affected by the closures and will be prepared to ramp activities back up once regulations are amended and it is safe to do so. At this time other City facilities and services are open and services being provided, with the caveat that we have as many staff as possible working remotely to reduce the possibility of a workplace outbreak. One significant change to previous stages is the public health guidance for individuals and households who may experience COVID infection. A table summarizing the guidance is attached.

Contingency plans are in place for our various service areas should we experience widespread staff absences related to COVID, and any resulting service changes will be communicated to the public as soon as possible.

For small businesses in the community that are affected by the regulations, the Province has announced a \$10,000 grant and additional electricity-rate relief (attached). Our economic development staff will be ensuring that eligible

COVID Update 2022 01 10

January 10, 2022

Page 2.

businesses are aware of the program and facilitating access to this and any other provincial and federal programs that may be of assistance.

**Financial Implications**

There are no financial implications associated with this report.

**Strategic Plan / Policy Impact**

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated January 10, 2022 concerning COVID update be received as information.

Respectfully submitted,

Malcolm White

CAO

705.759.5347

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

# Ontario Temporarily Moving to Modified Step Two of the Roadmap to Reopen

Time-limited measures needed to preserve hospital capacity as province continues to accelerate booster dose rollout

January 03, 2022

[Office of the Premier](#)

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TORONTO — In response to recent trends that show an alarming increase in COVID-19 hospitalizations, the Ontario government, in consultation with the Chief Medical Officer of Health, is temporarily moving the province into [Step Two of its Roadmap to Reopen with modifications](#) that take into account the province's successful vaccination efforts. These time-limited measures will help blunt transmission and prevent hospitals from becoming overwhelmed as the province continues to accelerate its booster dose rollout. As part of the province's response to the Omicron variant, starting January 5, students will pivot to remote learning with free emergency child care planned for school-aged children of health care and other eligible frontline workers.

"As we continue with our provincial vaccine booster efforts, we must look at every option to slow the spread of the highly contagious Omicron variant," said Premier Doug Ford. "Putting these targeted and time-limited measures in place will give us more opportunity to deliver vaccines to all Ontarians and ensure everyone has maximum protection against this virus."

Unlike other variants throughout the pandemic, [evolving data](#) is showing that while the Omicron variant is less severe, its high transmissibility has resulted in a larger number of hospital admissions relative to ICU admissions. Staff absenteeism is also expected to rise and affect operations in workplaces across Ontario due to Omicron infection and exposure, including in hospitals and schools. Real-world experience and evidence in Ontario reveal that approximately one per cent of Omicron cases require hospital care. The rapid rise of Omicron cases, which may soon number in the hundreds of thousands, could result in the province's hospital capacity becoming overwhelmed if further action isn't taken to curb transmission. When one in 100 cases goes to hospital, it means that with this rapid increase in transmission the number of new cases requiring hospitalization will also rapidly increase daily. For example, 50,000 cases per day would mean 500 hospital admissions per day, which is greater than the peak daily hospitalizations of 265 per day from last spring, when hospitals were under significant strain during the third wave of the pandemic.

In response, the province will return to the modified version of Step Two of the Roadmap to Reopen effective Wednesday, January 5, 2022 at 12:01 a.m. for at least 21 days (until January 26, 2022), subject to trends in public health and health system indicators.

These measures include:

- Reducing social gathering limits to five people indoors and 10 people outdoors.
- Limiting capacity at organized public events to five people indoors.
- Requiring businesses and organizations to ensure employees work remotely unless the nature of their work requires them to be on-site.
- Limiting capacity at indoor weddings, funerals, and religious services, rites and ceremonies to 50 per cent capacity of the particular room. Outdoor services are limited to the number of people that can maintain 2 metres of physical distance. Social gatherings associated with these services must adhere to the social gathering limits.
- Retail settings, including shopping malls, permitted at 50 per cent capacity. For shopping malls physical distancing will be required in line-ups, loitering will not be permitted and food courts will be required to close.
- Personal care services permitted at 50 per cent capacity and other restrictions. Saunas, steam rooms, and oxygen bars closed.
- Closing indoor meeting and event spaces with limited exceptions but permitting outdoor spaces to remain open with restrictions.
- Public libraries limited to 50 per cent capacity.

- Closing indoor dining at restaurants, bars and other food or drink establishments. Outdoor dining with restrictions, takeout, drive through and delivery is permitted.
- Restricting the sale of alcohol after 10 p.m. and the consumption of alcohol on-premise in businesses or settings after 11 p.m. with delivery and takeout, grocery/convenience stores and other liquor stores exempted.
- Closing indoor concert venues, theatres, cinemas. Rehearsals and recorded performances permitted with restrictions.
- Closing museums, galleries, zoos, science centres, landmarks, historic sites, botanical gardens and similar attractions, amusement parks and waterparks, tour and guide services and fairs, rural exhibitions, and festivals. Outdoor establishments permitted to open with restrictions and with spectator occupancy, where applicable, limited to 50 per cent capacity.
- Closing indoor horse racing tracks, car racing tracks and other similar venues. Outdoor establishments permitted to open with restrictions and with spectator occupancy limited to 50 per cent capacity. Boat tours permitted at 50 per cent capacity.
- Closing indoor sport and recreational fitness facilities including gyms, except for athletes training for the Olympics and Paralympics and select professional and elite amateur sport leagues. Outdoor facilities are permitted to operate but with the number of spectators not to exceed 50 per cent occupancy and other requirements.
- All publicly funded and private schools will move to remote learning starting January 5 until at least January 17, subject to public health trends and operational considerations.
- School buildings would be permitted to open for child care operations, including emergency child care, to provide in-person instruction for students with special education needs who cannot be accommodated remotely and for staff who are unable to deliver quality instruction from home.
- During this period of remote learning, free emergency child care will be provided for school-aged children of health care and other eligible frontline workers.

Please view the [regulation](#) for the full list of mandatory public health and workplace safety measures.

In addition, on January 5, 2022 the Chief Medical Officer of Health will reinstate Directive 2 for hospitals and regulated health professionals, instructing hospitals to pause all non-emergent and non-urgent surgeries and procedures in order to preserve critical care and human resource capacity.

In recognition of the impact the Omicron variant and additional public health measures have on small businesses, the government is expanding the new Ontario Business Costs Rebate Program. Eligible businesses that are required to close or reduce capacity will receive rebate payments for a portion of the property tax and energy costs they incur while subject to these measures. Eligible businesses required to reduce capacity to 50 per cent, such as smaller retail stores, will receive a rebate payment equivalent to 50 per cent of their costs, while businesses required to close for indoor activities, such as restaurants and gyms, will receive a rebate payment equivalent to 100 per cent of their costs. A full list of eligible business types will be made available when applications for the program open later this month. To improve cash flows for Ontario businesses, effective January 1, 2022, the government is also providing up to \$7.5 billion for a six-month interest- and penalty-free period for Ontario businesses to make payments for most provincially administered taxes, supporting businesses now and providing the flexibility they will need for long-term planning.

The government is also exploring options for providing further targeted and necessary supports for businesses and workers impacted by the province's move into a modified Step Two of the Roadmap to Reopen, including grants. The government will also continue to call on the federal government to come to table and help us support Ontario businesses and Ontario workers by allowing eligible businesses to defer HST and to enhance supports available to workers affected by current public health measures.

"As cases continue to rise at a rapid rate and evidence on the Omicron variant evolves, additional time-limited measures are needed to help limit transmission as Team Ontario continues to get booster doses into arms," said Christine Elliott, Deputy Premier and Minister of Health. "While this was not an easy decision, these measures will help preserve hospital bed capacity and prevent our hospitals from becoming overwhelmed."

"Children will continue to receive live virtual learning during this period, led by their teacher, with full access to school-based academic and mental health supports," said Stephen Lecce, Minister of Education. "We will continue to work closely with the Chief Medical Officer of Health to keep our communities safe and ensure that Ontario students get back to in-person learning as soon as possible."

As of January 2, more than 3.7 million booster doses have been administered across the province. The government is focusing all efforts to speed up booster doses, including employer-led vaccination clinics and expanded GO-VAXX mobile clinics. To date, over 4,300 Ontarians have registered through the [Ontario COVID-19 Volunteer Portal](#) and [the Health](#)

[Workforce Matching Portal](#) and have answered the province's call to arms to businesses, volunteers and retired health professionals to help further boost capacity to administer vaccines and get more boosters into arms sooner.

The province is also continuing to urge the federal government to approve COVID-19 antivirals to support Canada's pandemic response.

"While the risks for severe illness are lower with Omicron than with the previous variants of concern, it is far more transmissible and hospitalizations are expected to continue to increase placing greater pressure on our health system," said Dr. Kieran Moore, Chief Medical Officer of Health. "It is difficult but necessary to apply additional public health and workplace safety measures to help stop the spread of the virus and protect our health system capacity. Please follow all public measures and get vaccinated with your first, second or booster dose if you have not done already."

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## Quick Facts

- As of January 2, 2022, more than 27 million doses of the COVID-19 vaccine have been administered, with more than 90 per cent of Ontarians aged 12 and over having received at least one dose and more than 88 per cent having received at least a second dose. More than 43 per cent of children aged five to 11 have received their first dose and over 3.7 million booster doses have been administered including to 47 per cent of individuals aged 50 and over and more than 31 per cent of individuals aged 18 and over.
  - In consultation with the Chief Medical Officer of Health, Ontario updated its [COVID-19 testing and isolation guidelines](#) on December 30, 2021. These updates follow recent changes in other jurisdictions in Canada and the United Kingdom to ensure publicly funded testing and case and contact management resources are available for the highest-risk settings and to protect the most vulnerable and help keep critical services running.
  - The Ontario government is amending O. Reg. 263/20 (Rules for Areas at Step 2) under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020 (ROA) to apply additional or modify public health and workplace safety measures, and amending O.Reg. 363/20 (Steps of Reopening) to move Ontario to the amended Step Two, effective Wednesday, January 5<sup>th</sup>.
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## Additional Resources

- [Ontario Updating Public Health Measures and Guidance in Response to Omicron](#)
  - [Updated Eligibility for PCR Testing and Case and Contact Management Guidance in Ontario](#)
  - [Ontario Further Strengthening Response to Omicron](#)
  - [All Ontarians 18+ Eligible for COVID-19 Booster Appointments at Three-Month Interval](#)
  - Anyone who meets provincial testing eligibility criteria can go to an assessment centre, participating pharmacy, or specimen collection centre for testing. Visit [Ontario.ca/covidtestinglocations](https://ontario.ca/covidtestinglocations) to find a testing location and for eligibility criteria to be tested.
  - For public inquiries, please contact the Provincial Vaccine Contact Centre at 1-833-943-3900 (TTY for people who are deaf, hearing-impaired or speech-impaired: 1-866-797-0007).
  - For resources in multiple languages to help local communication efforts in responding to COVID-19, visit Ontario's [COVID-19 communication resources webpage](#).
  - Visit Ontario's [website](#) to learn more about how the province continues to protect the people of Ontario from COVID-19.
  - Business who have questions about public health and workplace safety measures can call the Stop the Spread Business Information Line at 1-888-444-3659.
  - For public inquiries call ServiceOntario, INFOline at 1-866-532-3161 (Toll-free in Ontario only)
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## Related Topics

### Government

Learn about the government services available to you and how government works. [Learn more](#)

### Health and Wellness

Get help navigating Ontario's health care system and connecting with the programs or services you're looking for. [Learn more](#)

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## Media Contacts

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# SAULT STE. MARIE

## News Release

For Immediate Release

### COVID-19 update on City services

Sault Ste. Marie, ON (2022 01 06) – The Province of Ontario announced that it will return to the modified version of Step Two of the [Roadmap to Reopen](#) effective Wednesday, January 5, 2022 at 12:01 a.m. for at least 21 days. This announcement will affect some City programs and facilities.

All programs at community centres, arenas and pool facilities will be cancelled beginning January 5. Participants who had registered for programs at indoor facilities will be contacted about specific impacts directly through phone calls and emails.

All arenas, community centres and museums will be closed. This includes the Northern Community Centre, Seniors Centres (Drop In and Northern Community Centre Seniors 55+), W.J. McMeeken Centre, John Rhodes pool and the Ermatinger Clergue National Historic Site. The John Rhodes Community Centre arena is closed however, the lobby washrooms are open to service skaters at the oval. The GFL Memorial Gardens remains open to accommodate the vaccine clinic.

There is no impact to outdoor recreation amenities including outdoor rinks, which remain open to the public. Users are asked to follow signage and markers posted at rink locations, maintain a 2 metre (6 feet) distance from those you do not live with and wear a mask at all times even outdoors. Hockey games, scrimmages, shinny and pick up hockey are prohibited as per provincial orders. Hockey sticks, pucks and nets should not be on the ice at any time. Designated hockey rinks (Anna McCrea, Merrifield and Esposito rinks) will be used for skating only.

The Ronald A. Irwin Civic Centre remains open for limited in-person services in the lobby level. Citizens with urgent matters requiring the attention of staff are advised to contact the appropriate department.

In accordance with the new restrictions, the City of Sault Ste. Marie continues to deliver essential services including Fire Services, Sault Ste. Marie Transit, garbage and recycling pick up and winter road maintenance.

“As the City of Sault Ste. Marie adapts to the Omicron variant, our priority continues to be protecting our community and the health and safety of our citizens,” says CAO Malcolm White. “City staff remain available to deliver essential municipal services online, by phone and in-person, where safe to do so.”

All City facilities continue to operate under strict health and safety measures which must be adhered to by residents to limit the spread of COVID-19 and for the safety of facility patrons and City staff. Due to the rapidly changing nature of the pandemic, services are subject to ongoing assessment and potential change. For the most current information, updates will be posted to the City’s website at [www.saultstemarie.ca/covid19](http://www.saultstemarie.ca/covid19) and on social media.

-30-

**Media Contact:**

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**SUMMARY – Public Health Guidance for Self Isolation**

04 January 2022

<b>Situation</b>	<b>Fully Vaxxed</b>	<b>Unvaxxed/immuno</b>	<b>Household Members</b>
Positive Case (Rapid Action Test) or COVID Symptoms	5 days from symptom onset AND until their symptoms have been improving for 24 hours (or 48 hours if gastrointestinal symptoms), whichever is longer in duration.	10 days from symptom onset AND until their symptoms have been improving for 24 hours (or 48 hours if gastrointestinal symptoms) and they are afebrile (no fever), whichever is longer in duration	regardless of vaccination status, should stay at home while the symptomatic individual is isolating (for at least 5 days from symptom onset AND until they are afebrile (no fever) and their symptoms have been improving for 24 hours (or 48 hours if gastrointestinal symptoms)
Close Contact – same house	Self isolate x 5 days and sick person's symptoms resolved	Self isolate x 10 days and sick persons symptoms resolved	---
Close Contact – not same house	Not required to self isolate if asymptomatic	Self isolate x 10 days etc	---

# Ontario Providing Supports for Small Businesses, Workers and Families

Province's plan includes \$10,000 grant for eligible small businesses and additional electricity-rate relief

January 07, 2022

[Finance](#)

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TORONTO — The Ontario government is providing targeted relief for businesses and people impacted by the current public health measures aimed at blunting the spread of the Omicron variant. As part of this plan, the government is introducing a \$10,000 grant for eligible businesses that are subject to closures under the modified [Step Two of the Roadmap to Reopen](#) and is providing additional electricity-rate relief for businesses, as well as workers and families spending more time at home.

“Our government understands that public health measures needed to blunt the spread of the Omicron variant are impacting the lives and livelihoods of small businesses, workers and families across Ontario,” said Peter Bethlenfalvy, Minister of Finance. “Since the first day of the pandemic, we have provided unprecedented levels of support to protect people, jobs and our economy. We will continue to deliver on that commitment.”

As part of a comprehensive plan to support workers and businesses, the government is announcing an Ontario COVID-19 Small Business Relief Grant for small businesses that are subject to closure under the modified Step Two of the Roadmap to Reopen. It will provide eligible small businesses with a grant payment of \$10,000.

Eligible small businesses include:

- Restaurants and bars;
- Facilities for indoor sports and recreational fitness activities (including fitness centres and gyms);
- Performing arts and cinemas;
- Museums, galleries, aquariums, zoos, science centres, landmarks, historic sites, botanical gardens and similar attractions;
- Meeting or event spaces;
- Tour and guide services;
- Conference centres and convention centres;
- Driving instruction for individuals; and
- Before- and after- school programs.

Eligible businesses that qualified for the Ontario Small Business Support Grant and that are subject to closure under modified Step Two of the Roadmap to Reopen will be pre-screened to verify eligibility and will not need to apply to the new program. Newly established and newly eligible small businesses will need to apply once the application portal opens in the coming weeks. Small businesses that qualify can expect to receive their payment in February.

“Small businesses, job creators and the entrepreneurial spirit are the backbone of Ontario's economy. Unfortunately, these businesses have been some of the most impacted by COVID-19, and many continue to struggle,” said Vic Fedeli, Minister of Economic Development, Job Creation and Trade. “Since the start of the pandemic, we have provided unprecedented supports for businesses in every region of the province. With the new Ontario COVID-19 Small Business Relief Grant, our government will provide relief for thousands of small businesses that create jobs for hard working Ontarians.”

The Ontario government is also providing electricity-rate relief to support small businesses, as well as workers and families spending more time at home while the province is in Modified Step Two. For 21 days starting at 12:01 am on Tuesday, January 18, 2022, electricity prices will be set 24 hours a day at the current off-peak rate of 8.2 cents per kilowatt-hour, which is less than half the cost of the current on-peak rate. The off-peak rate will apply automatically to residential, small businesses and farms who pay regulated rates set by the Ontario Energy Board and get a bill from a utility and will benefit customers on both Time-of-Use and Tiered rate plans.

“We know that spending more time at home means using more electricity during the day when prices are higher, that’s why we are moving to off-peak electricity rates 24 hours per day, seven days a week,” said Todd Smith, Minister of Energy. “The off-peak rate will provide immediate savings for families, small businesses and farms as all Ontarians work together to slow the spread of the Omicron variant.”

Further, online applications for the previously-announced [Ontario Business Costs Rebate Program](#) will open on January 18. This program will provide eligible businesses that are required to close or reduce capacity with rebate payments for up to 100 per cent of the property tax and energy costs they incur while subject to public health measures in response to the Omicron variant.

Eligible businesses required to close for indoor activities, such as restaurants and gyms, will receive a rebate payment equivalent to 100 per cent of their costs. Those required to reduce capacity to 50 per cent, such as smaller retail stores, will receive a rebate payment equivalent to 50 per cent of their costs. A complete list of eligible businesses will be provided prior to the launch of the application portal.

“Small businesses are at the heart of every community across our province and make a tremendous contribution to Ontario’s economy,” said Nina Tangri, Associate Minister of Small Business and Red Tape Reduction. “Our government knows how important it is to support small business owners during such a difficult time. That’s why throughout the pandemic, our government has supported small businesses and continues to do so through the new Ontario COVID-19 Small Business Relief Grant.”

The government is also improving cash flows for Ontario businesses by providing up to \$7.5 billion through a six-month interest- and penalty-free period starting January 1, 2022 for Ontario businesses to make payments for most provincially administered taxes. This supports businesses now and provides the flexibility they will need for long-term planning. Building on Ontario’s efforts to improve cash flows for businesses, the province continues to call on the federal government to match provincial tax deferral efforts by allowing small businesses impacted by public health restrictions to defer their HST remittances for a period of six months.

“Ontario’s heritage, sport, tourism and culture industries have been hit first, hardest, and are expected to take the longest to recover from the pandemic,” said Lisa MacLeod, Minister of Heritage, Sport, Tourism and Culture Industries. “These new supports are critical to protect sectors that contribute more than \$76 billion and hundreds of thousands of jobs in communities across the province.”

These measures will build on Ontario’s support for businesses and workers, including:

- [Cutting wholesale alcohol prices](#) to provide approximately \$60 million in annual support to restaurants, bars and other businesses, as well as making it easier for businesses to create and extend patios and permanently allowing licenced restaurants and bars to include alcohol with food as part of a takeout or delivery order.
- [Extending COVID-19 paid sick days](#) until July 31, 2022 to keep workers safe and ensure they do not lose pay if they need to miss work for reasons related to COVID-19.
- Enabling an estimated \$10.1 billion in cost savings and support to Ontario businesses in 2021, with more than 60 per cent, or \$6.3 billion, going to small businesses, including:
  - Supporting a reduction in Workplace Safety and Insurance Board premiums.
  - Allowing businesses to accelerate write-offs of capital investments for tax purposes.
  - Reducing the small business Corporate Income Tax rate to 3.2 per cent.
  - Providing the Digital Main Street program, which helped more than 20,000 businesses across the province to increase their digital presence in 2020-21.
  - Introducing and temporarily enhancing the Regional Opportunities Investment Tax Credit to encourage investments in certain regions of Ontario that have lagged in employment growth in the past.
  - Providing targeted COVID-19 support through the Ontario Tourism and Travel Small Business Support Grant.
  - Lowering high Business Education Tax rates for job creators.
  - Increasing the Employer Health Tax exemption from \$490,000 to \$1 million.
  - Lowering electricity bills through measures such as the Comprehensive Electricity Plan, with the Province paying for a portion of high-priced, non-hydro renewable energy contracts.
  - Providing targeted COVID-19 support through the Ontario Small Business Support Grant, which delivered \$3 billion in urgent and unprecedented support to over 110,000 small businesses across the province.

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## Quick Facts

- The government has temporarily moved the province back into [Step Two of its Roadmap to Reopen](#), with modifications that take into account the province's successful vaccination efforts. These time-limited measures will help blunt transmission and prevent hospitals from becoming overwhelmed as the province continues to accelerate its booster dose rollout. They will be in place at least until January 26, 2022, subject to trends in public health and health system indicators.
  - Launched in January 2021, the Ontario Small Business Support Grant provided direct financial support to eligible small businesses that were required to close or significantly restrict services under the Provincewide Shutdown that came into effect in December 2020.
  - Businesses subject to 50 per cent capacity restrictions are not eligible for the new Ontario COVID-19 Small Business Relief Grant.
  - The Ontario Business Costs Rebate Program provides eligible businesses that are required to close or reduce capacity with rebate payments for a portion of the property tax and energy costs they incur while subject to public health measures in response to the Omicron variant.
- 

## Additional Resources

- [COVID-19 public health measures and advice](#)
  - [Ontario Further Strengthening Response to Omicron](#)
  - [All Ontarians 18+ Eligible for COVID-19 Booster Appointments at Three-Month Interval](#)
  - [COVID-19: Help for businesses in Ontario](#)
  - [Ontario.ca/COVIDsupport](#)
  - Business who have questions about public health and workplace safety measures can call the Stop the Spread Business Information Line at 1-888-444-3659.
  - For public inquiries call ServiceOntario, INFOline at 1-866-532-3161 (Toll-free in Ontario only)
- 

## Media Contacts

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

**BY-LAW 2022-1**

**TRAFFIC:** A by-law to consolidate amendments to Traffic By-law 77-200.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of Section 10 of *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **BY-LAW 77-200 SCHEDULES AMENDED**

Schedules A to Z inclusive and Schedule AA to Traffic By-law 77-200 are amended by listing the items alphabetically in each respective schedule.

2. **SCHEDULES**

Schedules A, AA, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z of By-law 77-200 form part of By-law 2022-1 and By-law 77-200.

3. **EFFECTIVE DATE**

This by-law is effective from the date of its final passing.

**PASSED** in open Council this 10th day of January, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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

**BY-LAW 2022-2**

**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 for activities undertaken to attract international students to Sault Ste. Marie.

**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, 2022 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 for activities undertaken to attract international students to Sault Ste. Marie.

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 10<sup>th</sup> day of January, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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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, 2022.

**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, 2022 (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 – CHRISTIAN PROVENZANO

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

**Algoma University**

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

## SCHEDULE "A"

### 1. PROJECT DESCRIPTION

Algoma University provides two scholarships for local students funded by the City's grant:

- 1) The Corporation of the City of Sault Ste Marie Admission Scholarship I - \$2,000 renewable for up to 3 additional years, to top graduates from each secondary school in Sault Ste. Marie
- 2) The Corporation of the City of Sault Ste. Marie Admission Scholarship II - \$2,000 renewable for up to 3 additional years, to a resident of Sault Ste. Marie

Algoma University will direct \$20,000 towards marketing and recruitment initiatives to drive growth at the Sault Ste. Marie campus. These funds will support international and national recruitment and student growth, which also assists in promoting the community of Sault Ste. Marie, supporting economic and community development, building the City's labour force, advancing the growth of post-secondary institutions locally, inviting immigration and welcoming newcomers and advancing Indigenous relationships.

### 2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Local student scholarships	\$20,000
International recruitment for Algoma University SSM campus	\$20,000
<b>Total:</b>	<b>\$40,000</b>

3. MAXIMUM FUNDS                      \$40,000

### 4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

June 1, 2022                      \$40,000

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, 2022

## **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 2022	2021	2020	2019	2018
Activities undertaken to attract international students to Sault Ste. Marie					
Number of international students in Sault Ste. Marie			424	742	366
Name of scholarship recipient and description of scholarship					
Annual financial surplus/ deficit					
Domestic and international enrollment growth per year					
Total enrollment per year (FT and PT)					

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 2022-3**

**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, 2022 between the City 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 10<sup>th</sup> day of January, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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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, 2022.

**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, 2022 (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 – CHRISTIAN PROVENZANO

\_\_\_\_\_  
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	\$21,077
<b>Total:</b>	<b>\$21,077</b>

3. MAXIMUM FUNDS                      \$21,077

### 4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

October 1, 2022 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, 2022

## **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 2022	2021	2020	2019	2018
Ice utilization % - primetime			90		
Ice utilization % - non-primetime			70		
Major capital projects completed			Lighting		
Funding received			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 2022-4**

**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 and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors.

**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, 2022 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 and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors.

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 10<sup>th</sup> day of January, 2022.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**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, 2022.

**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, 2022 (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 \$280,785, (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 – CHRISTIAN PROVENZANO

\_\_\_\_\_  
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 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.



# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2022-5

**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 The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred And Seventy-Five Thousand (\$175,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

**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, 2022 between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a The 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 10th day of January, 2022.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**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, 2022.

**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 The 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, 2022 (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 – CHRISTIAN PROVENZANO

---

CITY CLERK – RACHEL TYCZINSKI

**THE ONTARIO BUSHPLANE HERITAGE  
AND FOREST FIRE EDUCATIONAL CENTRE  
o/a The Canadian Bushplane Heritage  
Center**

---

NAME

*(I have the authority to bind the corporation.)*

## SCHEDULE "A"

### 1. PROJECT DESCRIPTION

The Canadian Bushplane Heritage Centre (CBHC) preserves and tells the story of Canada's bushplane and forest fire protection heritage and how it has shaped life in northern and remote parts of Canada. The CBHC collects, preserves, exhibits and interprets a collection of bushplanes and related material and promotes public understanding of their significance. The CBHC serves as a venue for events, presentations and public gatherings as well as hosts numerous volunteer and community service activities.

### 2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits (up to maximum of 50% of grant)	\$87,500
Other operational expenses, including minor capital	\$87,500
Unused funding for salary and benefits may be used for other operational expenses as long as total grant approved is not exceeded	
<b>Total:</b>	<b>\$175,000</b>

3. MAXIMUM FUNDS                      \$175,000

### 4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

January 4, 2022	\$87,500
June 1, 2022	\$87,500

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 as soon as practicable and specify the adjusted date or amount of the deposit.

### 5. EXPIRY DATE

December 31, 2022

## **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 2022	2021	2020	2019	2018
Number of Visitors-Paid Admissions			3,647	26,415	23,103
Number of Events/Programs			7	65	53
Number of Visitors-Events/Programs			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
Other Grants			240,884	46,542	46,542
Donations			16,953	98,443	51,938
Admissions/Memberships			53, 718	201,965	184,483
Other (specify)			86,772	334,961	358,490

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.



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

**BY-LAW 2022-6**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie & 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, 2022 between the City and Sault Ste. Marie & 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 10th day of January, 2022.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**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, 2022.

**BETWEEN:**

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

(hereinafter referred to as the "City")

-and-

**Sault Ste. Marie & 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, 2022 (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 – CHRISTIAN PROVENZANO

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

**Sault Ste. Marie & 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.



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 2022-7**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented herein by the Chief Electoral Officer of Ontario for Voting Technology.

**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 10, 2022 between the City and Her Majesty the Queen in Right of Ontario as represented herein by the Chief Electoral Officer of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for Voting Technology.

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 10<sup>th</sup> day of January, 2022.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

## Schedule "A"

### VOTING TECHNOLOGY LEASE AGREEMENT

Agreement Number: EO-Tab-2022-0007

This Voting Technology Lease Agreement (the "Agreement") is made and entered into this 10<sup>th</sup> day of January, 2022, (the "Effective Date"), by and between Her Majesty the Queen in Right of Ontario as represented by the Chief Electoral Officer of Ontario ("Lessor"), and The Corporation of the City of Sault Ste. Marie, Ontario, located at 99 Foster Drive, 4<sup>th</sup> Floor, Sault Ste. Marie, ON P6A 5X6 ("Lessee").

#### RECITALS:

A. WHEREAS Lessor is the owner of certain Voting Technology (as defined herein) which can be utilized during a voting process.

B. AND WHEREAS Lessor desires to lease the Voting Technology to Lessee so that Lessee may use the Voting Technology during the Event Period (as defined herein) in accordance with the terms of this Agreement.

C. AND WHEREAS Lessee desires to lease the Voting Technology from Lessor to use the Voting Technology during the Event Period in accordance with the terms of this Agreement.

NOW THEREFORE Lessor and Lessee, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency which is acknowledged by the Parties, hereby agree as follows:

#### 1. DEFINITIONS

1.1 **Definitions.** In this Agreement, the following terms have the following meanings:

"Applicable Laws" means (i) the *Election Act*, R.S.O. 1990, c. E.6, as the same may be amended from time to time; and (ii) all other laws applicable to the parties.

"Confirmation of Delivery Period" has the meaning set out in Section 6.1.

"Claims" means all claims, demands, losses, liabilities and damages (including taxes and related penalties if applicable), and all related costs and expenses, including reasonable legal and professional fees, expert fees and disbursements, and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties.

"Delivery Date" has the meaning set out in Section 5.1.

"Designated Site" means such location(s) as may be designated by Lessee and agreed to in writing by Lessor, including those described in Schedule B.

"Election Event" means a voting process administered by Lessee during which Lessee intends to make use of the Voting Technology as contemplated herein.

"End User License Agreement" means the additional legal agreement between Lessor and Lessee in connection with Lessor's sublicense of Firmware as further set out in Schedule C.

"Event Period" means the period of time that Lessee intends to use the Voting Technology in connection with an Election Event, as further described in Schedule B.

"Firmware" has the meaning set out in Schedule C.

"Force Majeure Event" has the meaning set out in Section 15.7.

"Lessor Indemnities" means her Majesty the Queen in right of Ontario, her officers, appointees, employees, contractors and agents.

"Return Date" means the date that Voting Technology shall be made available for pick up for return to the Lessor.

"Receipt of Voting Technology" has the meaning set out in Section 12.1

"Software" means any software, including any firmware, middleware and third party software provided by Lessor to Lessee hereunder.

"Term" has the meaning set out in Section 10.1.

"Voting Technology" means the hardware specified in Schedule A and includes the Software and the Firmware, as applicable.

#### 2. GRANT OF LEASE

2.1 Lessor hereby leases to Lessee the Voting Technology described in Schedule A for use during the Event Period subject to the terms and conditions of this Agreement.

2.2 The Voting Technology may be used by contractors of Lessee so long as Lessee remains fully responsible and liable for the performance or non-performance of the obligations of its contractors as well as the actions and omissions of such contractors to the same extent as if performed by Lessee.

### **3. SOFTWARE AND FIRMWARE LICENSES AND RESTRICTIONS ON USE**

**3.1** Subject to all the terms and conditions of this Agreement, Lessor hereby grants to Lessee a non-exclusive, non-sublicensable, limited, royalty-free, fully paid-up right and license to use the Software during the Term solely in connection with its use of the Voting Technology.

**3.2** If the Voting Technology leased by Lessee includes tabulators, Lessee shall additionally execute the End User License Agreement and Lessee hereby confirms that it shall (i) use the Firmware (as described therein) solely in accordance with the license terms for same as set out in such End User License Agreement; and (ii) at all times during the Term comply with such End User License Agreement.

**3.3** Lessee agrees to use all commercially reasonable efforts to prevent any unauthorized distribution, use, duplication, reverse-engineering, pirating or copying of the Software and Firmware.

### **4. FEES AND PAYMENT**

**4.1** In consideration for leasing the Voting Technology during the Term of this Agreement, Lessee shall pay to Lessor the fees described in Schedule B, plus any applicable taxes. All invoices must be paid within thirty (30) days of Lessee's receipt of such invoice. Any invoices which are unpaid by Lessee thirty (30) days after the due date may, in the discretion of Lessor, be subject to interest at the then current Bank of Canada rate on a per annum basis, calculated as and from the date due.

### **5. DELIVERY AND INSTALLATION**

**5.1** The Voting Technology shall be delivered on the date described in Schedule B (the "**Delivery Date**"). Delivery occurs when the Voting Technology is provided to Lessee by Lessor or its authorized agent at the Designated Site.

**5.2** Lessor or its authorized agent shall be responsible for delivering the Voting Technology to Lessee at the Designated Site on the Delivery Date. Lessee shall not bear the risk of loss for the Voting Technology until delivery to the Designated Site. Lessee shall be solely responsible for unpacking and installation of the Voting Technology.

### **6. CONFIRMATION OF DELIVERY**

**6.1** Upon delivery of the Voting Technology, Lessee shall have 5 business days to inspect the Voting Technology and confirm delivery of the Voting Technology (the "**Confirmation of Delivery Period**").

**6.2** The Voting Technology shall be deemed to be confirmed as delivered to the Lessee upon the earlier of:

- (a) the date Lessee notifies Lessor, in writing, that the Voting Technology has been delivered to the Lessee; or
- (b) the expiry of the Confirmation of Delivery Period and Lessee's failure to notify the Lessor of any defective Voting Technology in accordance with Section 6.3 below.

**6.3** If the Voting Technology is deemed defective by Lessee during the Confirmation of Delivery Period, then Lessee shall so notify Lessor, specifying the nature of the defect. Lessee shall provide reasonable assistance to the Lessor to diagnose and reproduce the defect. Lessor shall, at its option, either: (i) correct such defect in the Voting Technology; or (ii) replace the defective product Voting Technology at no additional cost to Lessee.

### **7. MAINTENANCE AND RISK OF LOSS**

**7.1** Except for damages attributable to Lessee's misuse of the Voting Technology, Lessor shall be fully responsible for maintaining the Voting Technology. Lessee shall promptly advise Lessor in writing of any maintenance or repair required by the Voting Technology.

**7.2** Lessee assumes all risk of loss for the Voting Technology upon delivery to Lessee. If the Voting Technology is lost or damaged beyond repair, Lessee shall pay to the Lessor any replacement costs of the Voting Technology as determined by Lessor.

### **8. OWNERSHIP**

**8.1** Ownership of and to the Voting Technology shall at all times remain in the Lessor and its licensors. The Lessee shall not encumber, purport to grant a security interest in or otherwise pledge the Voting Technology.

### **9. USE OF THE VOTING TECHNOLOGY**

**9.1** Lessee shall use the Voting Technology during the Event Period solely in connection with an Election Event (including all required preparation for and post-Election Event activities) and in the manner contemplated by the manufacturer thereof. Lessee is expressly forbidden to sublease the Voting Technology. Lessee acknowledges and represents that the Voting Technology shall be and remain personal property, notwithstanding the manner by which it may be attached or affixed to realty.

**9.2** Lessee assumes all liability for loss, damage or injury to persons or property arising directly or indirectly out of the possession, use or operation of the Voting Technology by its employees, contractors or users, whether or not caused by negligence.

## **10. TERM AND TERMINATION**

**10.1** This Term of the Agreement shall begin on the Effective Date and, unless terminated sooner in accordance with Section 10.2 of this Agreement, shall expire sixty (60) calendar days after the Return Date as set out in Schedule B or such other date as the parties may subsequent agree in writing (the “**Term**”).

**10.2** Lessee may terminate this Agreement upon written notice to the Lessor in the event that there is a change in Applicable Laws such that Lessee is no longer able to use the Voting Technology to conduct an Election Event.

**10.3** Lessor may terminate this Agreement immediately, upon written notice, if (i) Lessee breaches this Agreement; or (ii) Lessor is no longer authorized to make the Voting Technology available to Lessee as a result of changes in Applicable Laws or otherwise.

## **11. SURRENDER**

**11.1** The Lessee shall make the Voting Technology available for return shipment to Lessor or its authorized agent at the Designated Site by the earlier of (i) the Return Date; or (ii) thirty (30) calendar days following termination of the Agreement as described in Section 10.2 above. Lessee shall ensure that the Voting Technology shall be in the same condition as received, save and except for reasonable wear and tear arising from proper use only.

**11.2** Lessee shall be responsible for preparing the Voting Technology for return to Lessor in accordance with the written instructions previously provided by the Lessor to the Lessee. Lessee shall be responsible for repacking the Voting Technology in the format required for return to Lessor.

**11.3** Lessor shall be responsible for shipping the Voting Technology from the Designated Site to the Lessor’s premises. All costs associated with the delivery of the Voting Technology from the Designated Site to Lessor shall be paid by the Lessor.

## **12. RECEIPT OF VOTING TECHNOLOGY**

**12.1** Upon return of the Voting Technology, Lessor shall inspect the Voting Technology and identify any missing or damaged items. Upon completion of this inspection, the Voting Technology shall be deemed to be received by the Lessor (“**Receipt of Voting Technology**”).

**12.2** Lessor shall notify the Lessee of any missing or damaged items from the Voting Technology shipment. The Lessor reserves the right to assess a fee to the Lessee for any missing or damaged items identified during the Receipt of Voting Technology.

## **13. WARRANTY; DISCLAIMER**

**13.1** Lessor represents and warrants that the Voting Technology is and shall remain in good working order during the Term. Lessee’s sole and exclusive remedy for breach of this warranty shall be, at Lessor’s option, either: (i) the correction of verifiable defects in the Voting Technology; or (ii) replacement of the defective Voting Technology at no additional cost to Lessee.

**13.2** EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE VOTING TECHNOLOGY IS PROVIDED ON “AS IS, AS AVAILABLE” BASIS WITH NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT OF THE LAW, LESSOR FULLY DISCLAIMS AND WAIVES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE VOTING TECHNOLOGY, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT PERMIT SUCH EXCLUSION OF WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO THE LESSEE.

## **14. INDEMNITY**

**14.1** Lessee agrees to defend, indemnify, and hold harmless each of the Lessor Indemnitees, from and against any and all Claims arising from or relating to: (i) Lessee’s breach of this Agreement or any negligent act or omission related to Lessee’s activities under this Agreement; or (ii) Lessee’s use of the Voting Technology.

## **15. GENERAL**

**15.1** **Entire Agreement** – Other than the End User License Agreement, the provisions herein constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

**15.2** **Governing Law** - This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of Ontario shall have the exclusive jurisdiction over this Agreement and any claim or dispute arising under it.

**15.3 Waiver** - No delay or omission by a party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of the other party to be performed in a timely and complete manner, will impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

**15.4 Severability** - Should any section of this Agreement be or become illegal or unenforceable, such section shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties as though the said provision had never been included.

**15.5 Notice** - Any notice required or permitted to be sent under this Agreement shall be in writing and sent to the recipient at the recipient's address specified on the first page hereof by registered mail or by fax confirmed by a copy delivered by registered mail or by hand delivery. Notice sent by registered mail will be deemed effective on the third day following mailing. Notice sent by fax will be deemed effective on the next business day. Notice delivered by hand shall be signed for by the recipient and shall be deemed to be effective on delivery.

**15.6 Counterparts** - This Agreement may be executed by the parties in one or more counterparts, each of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party.

**15.7 Force Majeure Events** - Neither party will be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control (a "**Force Majeure Event**"). The parties agree that an event will not be considered a Force Majeure Event if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Additionally and without limiting the generality of the foregoing, the parties further agree that Force Majeure Events will include natural disasters and acts of war, insurrection and terrorism but does not include shortages or delays relating to supplies or services or fires. If a party seeks to excuse itself from its obligations under this Agreement due to a Force Majeure Event, that party shall promptly notify the other party of the delay or non-performance, the reason for such delay or non-performance, the anticipated period of delay or non-performance.

**15.8 Survival** - The termination of this Agreement shall not affect any right of action or claim of either party existing at the time of such termination, and Sections 3.2, 9.2 and Articles 1, 4, 6 - 8, 12 - 14 shall survive the termination of this Agreement.

**15.9 Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, personal representatives and permitted assigns.

**15.10 Assignment of Rights** - This Agreement shall not be assignable by Lessee.

IN WITNESS WHEREOF the parties have hereto have duly executed this Agreement as of the day and year first above written.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented herein by THE CHIEF  
ELECTORAL OFFICER OF ONTARIO**

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

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Christian Provenzano

Title: \_\_\_\_\_

Title: Mayor

Per: \_\_\_\_\_

Name: Rachel Tyczinski

Title: City Clerk

**SCHEDULE A  
DESCRIPTION OF VOTING TECHNOLOGY**

This Schedule describes the Voting Technology that an Electoral Authority may lease through the Elections Ontario Voting Technology Sharing Program:

**Tabulator Kit**

<b>Quantity</b>	<b>Item Name</b>
1	Case – Pelican Storm iM2750 case
1	Tabulator – Dominion Voting Systems ImageCast Precinct
1	Power adapter for Tabulator

The Lessor will only provide the equipment contained in the Voting Technology Kit above. The Lessor will not provide any consumables, such as thermal paper rolls, secrecy folders, or ballot paper with the Voting Technology Kit.

**SCHEDULE B  
LEASE PARTICULARS**

This Schedule B contains the lease particulars for the specified Lessee.

**1. Delivery Details:**

Question for Lessee	Lessee Information
<b>Event Period</b>	
Delivery Date:  When does the Lessee require the Voting Technology to be delivered to the Lessee location for the Election Event?	<u>Delivery Date (YYYY/MM/DD):</u>  August 2022
Return Date:  When shall the Voting Technology be made available by the Lessee for pick up from the Lessee location, after the Election Event?	<u>Return Date (YYYY/MM/DD):</u>  December 2022
<b>Designated Site</b>	
What is the full shipping address for the Lessee location? Please provide the full shipping address of where the Lessee requires the Voting Technology to be shipped to, and include a contact name and telephone number.	<u>Address:</u>  The Corporation of the City of Sault Ste. Marie 99 Foster Drive, 4th Floor, Sault Ste. Marie, ON P6A 5X6  <u>Contact for Delivery and Return:</u> Name: Handled by Dominion Telephone Number: 416-762-8683

**2. Fees:**

The below table outlines the fees to be paid by the Lessee to the Lessor for the lease of the Voting Technology, not including any replacement costs of Voting Technology that is lost or damaged beyond repair.

Standard Rental Fees

Fees for the standard rental period of six or fewer months.

Item (as described in Schedule A)	Fee per Item	Quantity Required by Lessee	Total Item Price
Tabulator Kit	\$320.00	45	\$14,400
<b>HST</b>			<b>\$1,872</b>
<b>Total Price</b>			<b>\$16,272</b>

Rental Extension Fees

Fees for the extension of a rental beyond the standard six months period. Extension fees are invoiced at the start of each extension period of six or fewer months.

Item (as described in Schedule A)	Item Extension Fee per month	Extension Timeframe	Extension number of months	Quantity of Item	Total Rental Extension Price
Tabulator Kit	\$20.00				
HST					
<b>Total Price</b>					

Replacement Fees

Fees for the replacement of missing items or items damaged beyond repair

Item (as described in Schedule A)	Replacement Fee
Case – Pelican Storm iM2750 case	\$695.00
Tabulator – Dominion Voting Systems ImageCast Precinct	\$5,140.00
Power adapter for Tabulator	\$39.00

**3. Payment Schedule:**

All invoices must be paid within thirty (30) days of Lessee’s receipt of invoice. The Lessor will submit an invoice to the Lessee for the total fees plus any replacement costs of the Voting Technology, if any, upon return and Lessor’s inspection of Voting Technology and confirmation of Receipt of Voting Technology. The issuance timeframe for invoices is dependent on the volume and receiving timelines for technology leased by the client, and may be delayed for large volumes.

Payment	Description	Projected invoice issuance timeframe	Total
<b>Extension Payment, if applicable</b> Invoice to be issued at the beginning of the lease extension period	<b>Extension Fees + HST</b>		
<b>Final Payment</b> Invoice to be issued upon completion of Receipt of Voting Technology by the EO	<b>Total Price + Voting Technology replacement fees if applicable + HST</b>		

**4. Invoicing Details:**

<b>Invoice Headings</b>	<b>Renter Information</b>
<b>Organization Name</b>	<b>THE CORPORATION OF THE CITY OF SAULT STE. MARIE</b>
<b>Organization Address</b>	<b>99 Foster Drive, 4th Floor Sault Ste. Marie Ontario P6A 5X6</b>
<b>Invoice Contact Name</b>	<b>Accounts Payable</b>
<b>Invoice Contact Phone Number</b>	<b>(705) 759-5267</b>
<b>Invoice Contact Email</b>	<b>accts.payable@cityssm.on.ca</b>

**SCHEDULE C  
END USER LICENSE AGREEMENT**

This End User License Agreement (“**Agreement**”) is made between The Corporation of the City of Sault Ste. Marie (“**Authorized User**”) and Her Majesty the Queen in Right of Ontario as represented by the Chief Electoral Officer of Ontario (“**Elections Ontario**”) this 10<sup>th</sup> of January, 2022 (the “**Effective Date**”).

**Background:**

**A.** As of May 25, 2017 Elections Ontario signed a Master Services Agreement (“**MSA**”) with Dominion Voting System Corporation (“**DVS**”) that allows Elections Ontario to sublicense certain software rights to Canadian Electoral Authorities in connection with the use by such Canadian Electoral Authorities’ use of tabulator equipment made available to Electoral Authorities under Elections Ontario’s lease program.

**B.** Authorized User is an Electoral Authority under the Election Act (Ontario) that wishes to obtain a limited license to use such software as described in this Agreement pursuant to the lease program described in the MSA and subject to the terms of this Agreement, at no additional charge from Elections Ontario.

1. **LICENSE TO USE FIRMWARE.** Upon accepting the terms and conditions of this Agreement, Elections Ontario grants to you (“you” means you and the entity for whom you act as an employee and agent) a nonexclusive, non-transferable limited license to use the DVS-owned firmware (“**Firmware**”) embedded in the tabulator hardware made available to you by Elections Ontario. You may only use the Firmware in conjunction with the tabulator hardware obtained from Elections Ontario.
2. The rights granted to you by this Agreement extend only for so long as (i) you abide by all the terms of this Agreement; and (ii) until such time as Elections Ontario advises that you in writing that you must cease all use of such Firmware and in such instance you agree to immediately cease all use of the Firmware.
3. **RESTRICTIONS ON USE AND TRANSFER.** You may not do any of the following:
  - (a) copy any portion of the Firmware;
  - (b) transfer the Firmware to anyone other than Elections Ontario or DVS;
  - (c) rent, lease or loan any portion of the Firmware to any other person;
  - (d) transfer or make available any portion of the Firmware in a LAN or other network;
  - (e) disclose, reverse engineer, decompile or disassemble any portion of the Firmware; or
  - (f) create any work derivative of the Firmware.

You acknowledge and agree that the Firmware constitutes trade secret information and copyrighted material which is owned exclusively by DVS, and that any actual or threatened violation of this Agreement shall result in irreparable harm to DVS and Elections Ontario and shall entitle DVS and Elections Ontario to an injunction as well as other legal remedies.

4. **NO WARRANTY/LIMITED LIABILITY.** THE FIRMWARE IS PROVIDED AS IS AND WITH NO WARRANTY. EACH OF ELECTIONS ONTARIO AND DVS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NEITHER DVS NOR ELECTIONS ONTARIO NOR ANY OF ITS EMPLOYEES OR AFFILIATES, AS APPLICABLE, SHALL BE LIABLE FOR ANY DAMAGES YOU SUSTAIN, INCLUDING WITHOUT LIMITATION, LOSS OF FUNDS, REQUIREMENTS FOR ADDITIONAL EXPENDITURES, DELAYS, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, WHICH ARE ALLEGED TO ARISE FROM YOUR USE OF THE FIRMWARE.
5. **MISCELLANEOUS.**

- (a) This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflict of provisions thereof. Any legal claim you may present against Elections Ontario or DVS may be presented only in a court located in Ontario, and you consent to the jurisdiction of such court.
- (b) This Agreement constitutes the entire agreement between you and Elections Ontario regarding the Firmware, and this Agreement may only be modified in a written document that is signed by the duly authorized representatives of both you and Elections Ontario and this Agreement shall control over any other agreement or understanding which has terms that are inconsistent with the terms hereof. If any provision of this Agreement is held by any court or other authority to be invalid, illegal, or otherwise unenforceable, each and every other provision of this Agreement shall remain in full force and effect, except that Elections Ontario shall have the right at its option, to terminate all rights granted to you in Part 1 hereof by giving you notice.

IN WITNESS WHEREOF the parties have agreed to be bound by this Agreement as of the Effective Date.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented herein by THE CHIEF ELECTORAL OFFICER OF ONTARIO**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name: Christian Provenzano

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: Rachel Tyczinski

Title: City Clerk

We/I have authority to bind the Corporation

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

**BY-LAW 2022-8**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and Dominion Voting Systems, Inc. for rental Hardware and Dominion Software.

**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 10, 2022 between the City and Dominion Voting Systems, Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for operational and capital requirements for rental Hardware and Dominion Software.

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 10<sup>th</sup> day of January, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

**HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Hardware Rental, Software License and Services Agreement (hereafter the "Agreement") dated this 10<sup>th</sup> day of January, 2022 (the "Effective Date") is made between **THE CORPORATION OF THE CITY OF SAULT STE. MARIE, ON**, ("Customer") and Dominion Voting Systems ("Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

1. **Composition of Agreement.** Exhibit A is attached and incorporated herein by reference and forms a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following Sections, together with Exhibit A:

Exhibit A: Hardware Rental, Services, Pricing and Payment Summary

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:
  - 2.1. "Dominion Software" means the Dominion Democracy Suite<sup>®</sup> software certified for use by the Commonwealth of Pennsylvania.
  - 2.2. "Hardware" means the ImageCast<sup>®</sup> system hardware as more specifically described in Exhibit A and certified in the Commonwealth of Pennsylvania.
  - 2.3. "Specifications" means descriptions and data regarding the features, functions and performance of the Dominion Software, as set forth in user manuals or other applicable documentation provided by Dominion.
3. **Term of Agreement.** The term of this Agreement ("Term") shall begin on the Effective Date and shall continue until **December 31, 2022**.
4. **Dominion's Responsibilities.**
  - 4.1. Dominion shall provide the Customer with the rental Hardware and Dominion Software, and the services described in Exhibit A.
  - 4.2. Dominion shall grant to the Customer a non-exclusive, non-transferable (except as provided herein), license ("License") to use the Dominion Software provided by Dominion pursuant to Section 6 of this Agreement.
  - 4.3. Provide the invoice to the Customer for the items described in Exhibit A, upon the signing of the Agreement.
5. **Customer's Responsibilities.**
  - 5.1. In consideration for the rental, licenses and services described in this Agreement, Customer shall pay the amounts specified in Exhibit A. Customer is responsible for all sales, excise, personal property or other taxes or duties on the amounts paid or products or services provided under this Agreement. If Customer is exempt from such taxes or duties, Customer shall provide Dominion with a tax exemption certificate.

- 5.2. If applicable, Customer shall provide Dominion with reasonable accommodations required for Dominion to perform its obligations, including premises access.
- 5.3. Customer is solely responsible for assuring all relevant federal and local laws, ruling and ordinances are complied with in regard to the use of Dominion's system for any Customer election, including all associated election guidelines and applicable election due dates. Notwithstanding any other provision in this Agreement to the contrary, Customer shall hold Dominion harmless from and against any and all claims, demands, damages, injuries, expenses (including reasonable attorneys' fees and court costs) and liability arising in connection with the Customer's responsibility pursuant to this Section 5.

## **6. Dominion Software and Hardware Rental, License and Use.**

- 6.1. Dominion agrees to rent the Hardware to Customer during the Term as described in Exhibit A herein.
- 6.2. License. Dominion grants Customer a non-exclusive, non-transferrable license to use the Dominion Software solely for the Customer's use in an election. The Customer cannot transfer or sublicense the License to any other third party.
- 6.3. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to Customer or any third party. Without limiting the foregoing sentence, Customer agrees to use the Dominion Software outlined in Exhibit A herein, and agrees not to use any Dominion Software as a service bureau for elections outside the Customer's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Dominion Software. The Customer shall have no power to grant sub-licenses for the Dominion Software. Any use of all or any portion of the Dominion Software not expressly permitted by the terms of this Agreement is strictly prohibited.
- 6.4. Prohibited Acts. The Customer shall not:
  - 6.4.1. Transfer or copy onto any storage device or hardware or otherwise copy the Dominion Software in whole or in part;
  - 6.4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Dominion Software in whole or in part;
  - 6.4.3. Alter or modify the Dominion Software in any way or prepare any derivative works of the Dominion Software;
  - 6.4.4. Alter, remove or obstruct any copyright or proprietary notices from the Dominion Software, or fail to reproduce the same on any lawful copies of the Dominion Software;

6.4.5. Provide or transfer any Software or System component to any third party unless explicitly authorized in writing by Dominion.

6.5. Proprietary Rights. Customer acknowledges and agrees that Dominion owns the Dominion Hardware, Dominion Software, all documentation and training materials provided by Dominion, the design and configuration of the Dominion Hardware and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the Dominion Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. Dominion likewise owns all patents, trade-marks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of Dominion which are protected by law and are of substantial value to Dominion.

## 7. **Limited Warranties.**

7.1. Dominion Software. Dominion warrants that, during the term of this agreement, the Dominion Software will function in accordance with the Specification. If the Customer believes that the Dominion Software is not functioning substantially in accordance with this agreement, the Customer shall provide Dominion with written notice of the material failure within three (3) days of discovering the material failure. Dominion shall use reasonable efforts to correct the material failure of the Dominion Software. The foregoing warranty shall be void in the event of the Dominion Software (i) has been modified by any party other than Dominion or (ii) has been used by the Customer for purposes other than those described herein.

7.2. Third-Party Products. The warranties herein do not apply to any third-party products. However, to the extent permitted by the manufacturers of third-party products, Dominion shall pass through to the Customer all warranties such manufacturers make to Dominion regarding the operation of such third party products.

7.3. NO OTHER WARRANTIES. DOMINION DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. **Indemnification**. To the extent permitted by law, each Party to this Agreement shall indemnify, defend, and hold harmless the other Party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising out of or caused by the indemnifying party's gross negligence or willful misconduct in connection with the services contemplated by this Agreement. In addition, to the extent permitted by law, Customer shall indemnify and hold harmless Dominion from

any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the Software and Hardware licensed under this Agreement, in the manner designated by Dominion.

**9. Limitation of Liability.** DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Confidential Information.**

10.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 10.1. Confidential Information includes all Dominion Software source and object code and written documentation associated therewith.

10.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations.

10.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal or local governmental agency or court with appropriate jurisdiction, to any person properly seeking discovery before any such agency or court, or as may be required by law.

10.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

**11. Termination.** If either Party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the breach from the non-breaching Party, the non-breaching Party may terminate this Agreement as of a termination date specified in that notice or in a subsequent notice delivered within the 30-day period. If the

breach cannot be completely cured within the 30-day period, no default will occur if the Party receiving the notice begins curative action within the 30-day period and thereafter proceeds with diligence and in good faith to cure the breach as soon as practicable.

12. **Risk of Loss Insurance, Title.** Customer shall bear the risk of loss or damage to the Hardware and Dominion Software after Customer receipt of the Hardware and Dominion Software to the degree that Dominion demonstrates that the Customer is responsible for the loss or damage to the Hardware and Software. The occurrence of any such loss or damage shall not permit Customer to delay or reduce the payment of any fees prescribed under this Agreement. Customer may, at its own expense and option, obtain and maintain property and casualty insurance for the Hardware and Dominion Software against all risks of loss or damage. The amount of such insurance shall not be less than the replacement cost of the Hardware and Dominion Software. All policies for such insurance shall (i) designate Dominion as an additional insured and Dominion and Customer as loss payees, as their interests may appear and (ii) contain a provision that entitles Dominion to written notice prior to cancellation or modification of such insurance policy. Title to the Hardware and Dominion Software will remain with Dominion and will not pass to the Customer.
13. **Assignment and Right to Subcontract.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party.
14. **Governing Law.** This Agreement will be construed under the laws of the Customer's jurisdiction, and the courts within the Customer's jurisdiction shall have jurisdiction for all actions to enforce this Agreement.
15. **Survival.** The provisions of Sections and Subsections 1, 2, 3, 7, 8, 9, 14, and 18 shall survive the expiration or termination of this Agreement.
16. **Force Majeure.** Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, war, acts of terrorism; natural disasters; pandemic; industry-wide labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Neither party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances.
17. **No Third Party Beneficiaries.** Dominion and Customer agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries of this Agreement or any part or specific provision of this Agreement, and no third party shall have any right to enforce this Agreement or any provision hereof.

- 18. Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.
- 19. Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions herein.
- 20. Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when, personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems Corporation  
3280 Bloor Street West (Centre Tower), 6<sup>th</sup> Floor  
Toronto, Ontario M8X 2X3

If to the Customer:

Clerk's Department  
Civic Centre  
99 Foster Drive, 4<sup>th</sup> Floor  
Sault Ste. Marie, Ontario P6A 5X6

- 21. Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion and incorporated as an Addendum hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**DOMINION VOTING SYSTEMS, INC.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

John Poulos  
\_\_\_\_\_  
PRINTED NAME

President & CEO  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**CUSTOMER**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Christian Provenzano  
\_\_\_\_\_  
PRINTED NAME

Mayor  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Rachel Tyczinski  
\_\_\_\_\_  
PRINTED NAME

City Clerk  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**EXHIBIT A**

**HARDWARE RENTAL, SOFTWARE LICENSE AND SERVICES AGREEMENT**

**Hardware Rental, Services, Pricing and Payment Summary**

Dominion – Elections Ontario Joint Tabulator Lease Program

This contract is under the Dominion – Elections Ontario Joint Tabulator Lease Program. As such, tabulators will be provided by Elections Ontario, under a separate contract between the Customer and Elections Ontario.

**RENTAL PRICING FOR 2022 ELECTION**

<b>Service or Product Provided</b>	<b>Units or Days</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>Voting Technologies</b>			
<b>ImageCast Central Kit – M160ii</b> Central Tabulator System	1	\$2,700	\$2,700
<b>ImageCast Precinct Dominion Integration Fee</b> (Dominion license and labour required to prepare and configure the Elections Ontario tabulators for municipal election use)	45	\$750 per tabulator	\$33,750
ImageCast Precinct Accessible Voting Ballot Marker Device Add-On Component (including Headset, Hand-Held Controller, Paddles Device, Sip-and-Puff Device (with 10 mouthpiece straws), and Ballot Printer, for deployment at central locations, for electors who cannot negotiate a paper ballot)	1	\$2,000 for license, plus \$760 per tabulator receiving the add-on component	\$2,760
<b>Subtotal</b>			<b>\$39,210</b>
<b>Consumables</b>			
ImageCast Precinct Podium Style Cardboard Ballot Box	45	\$65	\$2,925
Seals – Pull Up / Pull Tight Plastic	4	\$50	\$200
Ballot Stock – Printed Ballots	55,261	\$0.25	\$13,815.25
<b>Subtotal</b>			<b>\$16,940.25</b>
<b>Democracy Suite Software</b>			
<b>Election Management System (EMS) License</b> <i>Includes the following components:</i> <b>Election Event Definition Module License</b> ▪ Module hosted by Dominion <b>Results Tally and Reporting Module License</b> ▪ Module installed on laptop computer provided by Dominion. Laptop computer rental included in	1	\$6,700	\$6,700

Service or Product Provided	Units or Days	Unit Price	Extended Price
license <ul style="list-style-type: none"> <li>▪ Includes 2 memory card readers to upload results from memory cards to RTR laptop.</li> <li>▪ Standard results reports included as part of module</li> </ul>			
<b>Election Night Graphical Results Display</b> <ul style="list-style-type: none"> <li>▪ Standard template configured with your logo and colours</li> <li>▪ Allows real-time result updates as results are released by your officials on Election Night</li> <li>▪ For projection at City Hall, display on websites, feeding to television, etc.</li> </ul>	1	\$4,500	\$4,500
<b>Subtotal</b>			<b>\$11,200</b>
<b>Professional Services</b>			
<b>Implementation Services</b> <ul style="list-style-type: none"> <li>▪ Dominion labour for Project Planning, Coding, System Configuration, Pre-Ship Testing and Project Execution</li> </ul>	Flat Rate	\$15,600	\$15,600
<b>Election Setup/Ballot Setup</b>	1	\$4,550	\$4,550
<b>Train-the-Trainer Training</b> <ul style="list-style-type: none"> <li>▪ In-person Train-the-Trainer training sessions conducted by a Dominion trainer. Includes all travel expenses.</li> </ul>	1 Session	\$2,600	\$2,600
<b>Onsite Logic and Accuracy Testing Support</b>	1 day	\$2,600	\$2,600
<b>Advanced Voting Phone Support</b> <ul style="list-style-type: none"> <li>▪ Dominion Phone Support via Hotline for all Advanced Voting Days</li> </ul>	Included	Included	Included
<b>Election Day Onsite Support</b> <ul style="list-style-type: none"> <li>▪ Dominion Support Representative for Onsite Support on Election Day. Includes all travel expenses.</li> </ul>	1 day	\$4,500	\$4,500
<b>Shipping</b> <ul style="list-style-type: none"> <li>▪ Equipment (delivery and return) and Consumables (including ballots), all shipped to a single central shared location.</li> </ul>	Estimated	\$2,000	\$2,000
<b>Subtotal</b>			<b>\$31,850</b>
<b>Dominion Rental Total</b>			<b>\$99,200.25 plus tax</b>

## PRICING NOTES

- Dominion tabulators must be rented from Elections Ontario, under the Dominion – Elections Ontario Joint Tabulator Lease Program. The Municipality will execute a rental contract with Elections Ontario for the quoted tabulators, and this contract execution process will be managed by Dominion.
- As per the Dominion – Elections Ontario Joint Tabulator Lease Program, tabulators are scheduled for delivery to the Municipalities in August 2022.
- The above pricing does not include applicable taxes, which will be charged extra.
- After the election, the Municipality will return the equipment to the central shipping location and repackage the equipment in the same manner as it was delivered, for pickup by the Dominion shipper. This includes packing the equipment in their respective boxes, placing the equipment back on the same skids, and wrapping the skids with shrink wrap. Dominion reserves the right to charge extra if equipment is not repackaged for pickup in the same way it was delivered.
- The above pricing assumes the requested tabulator quantity includes tabulators assigned for backup. Dominion charges our normal tabulator rental rate for backup tabulators.
- The rental tabulators specified on this proposal may be provided from Dominion rental inventory, or Elections Ontario rental inventory, at Dominion’s discretion.
- Results Tally laptop computer included under the Election Management System (EMS) License must be returned to Dominion within 30 days after Election Day, or additional laptop rental charges may apply (at Dominion’s discretion).
- Pricing does not include services or onsite support for any recounts or other post-election audits.
- Ballots must be purchased from Dominion, since Dominion only uses certified printers who have a proven track-record with Dominion. For efficient and accurate ballot scanning and tabulation, the ballots must be printed without any errors, under strict time restraints, and Dominion has certified and integrated our systems with this proven network of certified printers.
- Election Day Onsite Support will be provided by a Dominion-trained support representative. This representative will have a general knowledge of different aspects of your election system, and will serve as initial support for any issues that may arise, and this representative will utilize the Dominion Election Day Phone Support Hotline to obtain direct phone instruction from top Dominion engineers who are experts in each component of your election system.

## PAYMENT TERMS

For the Dominion products and services in this agreement:

- 40% of total price plus tax at contract execution
- 40% of total price plus tax upon delivery of the tabulators
- 20% of total price plus tax upon completion of the election

## 2022 CONSUMABLE AND ADDITIONAL ITEM PRICING

Below are prices for consumable and additional items for your 2022 election, for your reference.

<b>Election Supplies</b>	<b>Unit Price</b>
Ballot Box – Large Podium Style	\$195.00 (package of 3)
Ballot Box – Small Table-Top Style	\$195.00 (package of 3)
Secrecy Folders (recommend 30 per tabulator)	\$2.50 each
Ballot Marking Pens	\$24.00 (package of 12)
Memory Card Plastic Tie Seals	\$2.00 each
Additional Memory Cards <u>beyond those already included in the tabulator rental</u> (incl. programming) (2 cards needed per unit)	\$100 each
Backup Results Tally laptop (to provide backup to the prime Results Tally laptop included under the EMS License quoted above)	\$1,500 each

<b>Ballots and Voter Letters</b>		
<b>Ballots</b> <ul style="list-style-type: none"> <li>▪ Based on the standard Dominion ballot template style, at standard 8.5" by 11" or 8.5" by 14" size</li> <li>▪ Ballots will be delivered shrink-wrapped in bundles of 200 sheets</li> </ul>	<b>Quantity to be determined by Customer</b>	<b>\$ 0.30 each</b>

**Notes:**

- Ballot pricing is based on the standard Dominion ballot template style at standard 8.5" by 11" or 8.5" by 14" size, single sided. Dominion may charge extra for custom changes to standard ballot design, such as using ballot length longer than 14", or using double-sided ballots.
- Ballot boxes are sold in sets of 3-packs.
- Taxes are not included in the above pricing, and will be charged extra.
- Shipping is included for the above items.

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

**BY-LAW 2022-9**

**SUBDIVISION CONTROL:** A by-law to deem not registered for purposes of subdivision control certain lots in the **Belvue Estates Subdivision**, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **Belvue Estates Subdivision** was registered in the Land Titles Division on **July 12, 1985 as Plan 1M461**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Belvue Estates Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF BELVUE ESTATES SUBDIVISION DEEMED NOT REGISTERED**

**Lots 1 and 2 Plan 1M461, Belvue Estates Subdivision**, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

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

3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

**PASSED** in open Council this 10<sup>th</sup> day of January, 2022.

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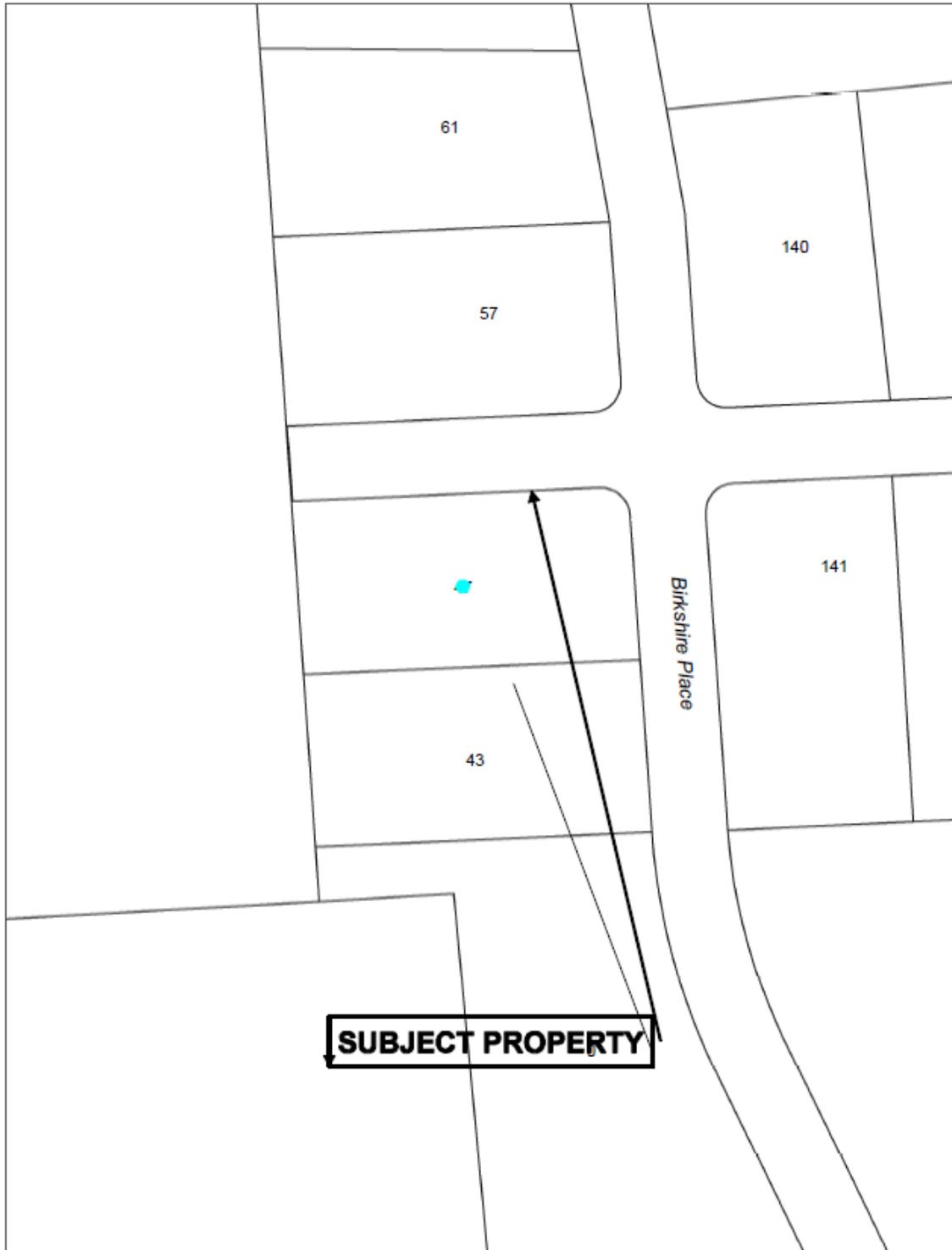
**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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



# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2022-10

**TAXES:** A by-law to provide for Interim Tax Levies.

WHEREAS Section 317 of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that the council of a local municipality, before the adoption of estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

AND WHEREAS the Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to provide for such interim levy on the assessment of property in this municipality;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. In this by-law the following words shall be defined as:

“Act” shall mean the *Municipal Act, 2001* S.O. 2001, C.25, as amended

“Minister” shall mean the Minister of Finance;

“MPAC” shall mean the Municipal Property Assessment Corporation;

“Treasurer” means the treasurer of the Corporation of the City of Sault Ste. Marie or a person delegated the Treasurer’s powers and duties under s.286 (5) of the Act.

2. The amounts levied shall be as follows and payable to the Treasurer:

2.1 For the Residential, Pipeline, Farm and Managed Forest property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2021 in accordance with Section 317(3) paragraph 2 of the Act.

2.2 For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2021, in accordance with Section 317(3) paragraph 2 of the Act.

3. For the purposes of calculating the total amount of taxes for the year 2021 under paragraph 2, if any taxes for municipal and school purposes were levied on a property for only part of 2021 because assessment was added to the Tax Roll during 2021, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.

4. The provisions of this by-law apply in the event that assessment is added for the year 2022 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.

5. All taxes levied under this by-law shall be payable into the hands of the Treasurer in accordance with the provisions of this by-law.
6. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1.25%) of the amount on the first day of default and on the first day of each calendar month during which the default continues, but not after the end of 2022.
7. Following December 31, 2021, interest charges of one and one-quarter percent (1.25%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.
8. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates:
  - 8.1 One-half (1/2) thereof on the 7<sup>th</sup> day of March, 2022;
  - 8.2 One-half (1/2) thereof on the 5<sup>th</sup> day of May, 2022.
9. A notice specifying the amount of taxes payable, may be mailed or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law by the Treasurer.
10. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Tax roll under Section 340 of the *Act*.
11. The Treasurer may adjust the interim levy of a property if the taxes imposed by this by-law are in excess of 50% of the taxes levied on that property in 2021, adjusted to annualize any assessment changes that occurred during 2021, adjusted to annualize any assessment changes that occurred during 2021. No adjustment shall reduce the 2022 interim levy below 50% of the adjusted tax amount.
12. The subsequent levy for the year 2022 to be made under the *Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
13. The provisions of Section 317 of the *Act*, apply to this by-law with necessary modifications.
14. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 7 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
15. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.

16. By-laws 2021-2 and 2021-53 are hereby repealed
17. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
18. **EFFECTIVE DATE**

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

**PASSED** in open Council this 10<sup>th</sup> day of January, 2022.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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

**BY-LAW 2022-11**

**AGREEMENT**: (Engineering) A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the reconstruction of Bloor Street West with proposed fees of Two Hundred Thirty Five Thousand Five Hundred (\$235,500.00) Dollars plus HST.

**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 December 13, 2021 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for the reconstruction of Bloor Street West with proposed fees of Two Hundred Thirty Five Thousand Five Hundred (\$235,500.00) Dollars plus HST.

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 10<sup>th</sup> day of January, 2022.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

Association of Consulting Engineering  
Companies | Ontario (ACEC-Ontario) in  
partnership with the  
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT  
FOR  
*PROFESSIONAL CONSULTING SERVICES*

*2020  
(VERSION 3.1)*

*Please enter the title of the project/ assignment*

**Reconstruction of Bloor Street West  
from Lyons Avenue to Patrick Street**

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**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

Dated the 13th day of December 20 21

**-BETWEEN-**

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

**-AND-**

AECOM Canada Limited

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Provide Engineering Services for the Reconstruction of Bloor Street from Lyons Avenue to Patrick Street

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

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

## DEFINITIONS

### 1. **Client**

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

### 2. **Engineer**

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

### 3. **Municipal Engineers Association (MEA)**

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

### 4. **Association of Consulting Engineering Companies | Ontario (ACEC-Ontario)** shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

### 5. **Order of Precedence:**

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

## ARTICLE 1 - GENERAL CONDITIONS

### 1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) for the Project under the general direction and control of the Client.

### 1.2 **Compensation**

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

### 1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### 1.4 **Drawings and Documents**

Subject to Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. Subject to Article 1.5, the Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### 1.5 **Intellectual Property**

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

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

### 1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

### **1.7 Changes and Alterations and Additional Services**

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

### **1.8 Delays**

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

### **1.9 Suspension or Termination**

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

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

### **1.10 Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of his/her Services to the Client within this project.

### **1.11 Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$ 5,000,000 per occurrence and in the aggregate for general liability and \$ 2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$ 2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) **Additional Coverage**

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

### **1.12 Force 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.

Schedule A - Supplementary Conditions

## 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.

Refer to the attached City of Sault Ste Marie Request for Proposal and AECOM's Proposal dated November 5, 2021 re: Reconstruction of Bloor Street West from Lyons Avenue to Patrick Street.

- 2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

Refer to the attached City of Sault Ste Marie Request for Proposal and AECOM's Proposal dated November 5, 2021 re: Reconstruction of Bloor Street West from Lyons Avenue to Patrick Street.

## 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 Time

*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 \$234,500, plus, applicable taxes made up as follows:
- (i) \$\_\_\_\_\_ plus, applicable taxes for Core Services as described in Schedule A; and,
- (ii) \$\_\_\_\_\_ plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

### **3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 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 Does Not Apply

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:** AECOM Canada Ltd.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Signature		Signature	
Name	Rick Talvitie	Name	
Title	Associate Vice President	Title	

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

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

This 13th Day of December, 20 21

Signature		Signature	
Name	Christian Provenzano	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

## ARTICLE 5 – SCHEDULES

*Copies of Request for Proposal and Proposal Submission documents if required.*

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

Schedule A: Supplementary Conditions – attached OR not used

Schedule B: Addenda – attached OR not used

Schedule C: Scope of Services – RFP attached OR not used

Schedule D: Proposal from engineer – attached OR not used

Schedule E: Other

Attached
<input checked="" type="checkbox"/>
<input type="checkbox"/>

NOTE: Attach all appropriate schedule documents as indicated (✓).

## 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)”

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.

### ***Article 3 – Fees and Disbursements, Clause 3.2 – Basis of Payment***

Clause 3.2.3 (b) is deleted in its entirety and replaced with the following:

“Included in the fee, the Engineer shall be reimbursed at cost 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.

“In addition a communication/Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.”

*Karen Marlow  
Manager of Purchasing*



*Finance Department  
Purchasing Division*

## **ADDENDUM NO. 1**

October 22, 2021

### **REQUEST FOR PROPOSAL 2021PWE-ENG-05-P Engineering Services – Reconstruction of Bloor Street West Lyons Avenue to Patrick Street**

**I - Note the following response to question(s) clarifications as they relate to the above mentioned Proposal:**

**Clarification #1:** In relation to the above noted RFP can you please confirm whether our scope of work includes a geotechnical investigation and associated reporting and recommendations.

**Answer:** Yes. A geotechnical investigation with recommendations is part of the design of a municipal road.

**END OF ADDENDUM #1**

Proponents are requested to govern themselves accordingly.

Yours sincerely,

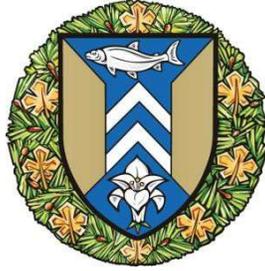
A handwritten signature in blue ink that reads "K. Marlow".

Karen Marlow  
Manager of Purchasing

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Confirmation of receipt of specified # addendums (as applicable)

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



*Corporate Services  
Finance Department  
Purchasing Division*

*Karen Marlow  
Manager of Purchasing*

## **Request for Proposal**

### **Engineering Services Reconstruction of Bloor Street West – Lyons Avenue to Patrick Street**

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**File: 2021PWE-ENG-05P  
October 7, 2021**

**Request for Proposal**

City of Sault Ste. Marie

Engineering Services - Reconstruction of Bloor Street West- Lyons Avenue to Patrick Street

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

**REQUEST FOR PROPOSAL**

**Engineering Services**

**Reconstruction of Bloor Street West – Lyons Avenue to Patrick Street**

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The Corporation of the City of Sault Ste. Marie invites you to submit a Proposal to provide engineering services associated with proposed reconstruction of Bloor Street West from Lyons Avenue to Patrick Street, including road, watermain, storm sewers and sanitary sewers.

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed to Mr. Carl Rumiel, Manager, Design and Transportation Engineering; email [c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca); telephone 705-759-5379.

If you are in a position to bid on this work, **the completed Form of Proposal and any required attachments and schedules** must be submitted prior to the closing date and time. You are encouraged to make a full copy of the document for your file.

We look forward to receiving your response.

Yours sincerely,

Karen Marlow  
Manager of Purchasing

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Engineering Services - Reconstruction of Bloor Street West- Lyons Avenue to Patrick Street

**SECTION 1**

**1. INFORMATION TO PROPONENTS**

**1.1 Introduction**

The City of Sault Ste. Marie is requesting proposals from Vendors of Record (VOR) within the Linear Municipal Infrastructure Category to provide engineering services associated with proposed reconstruction of Bloor Street West from Lyons Avenue to Patrick Street.

Engineering services required for this project include the design, contract administration and field inspection associated with reconstruction of the road, watermain, storm sewers and sanitary sewers.

**1.2 Date, Place and Methodology for Submitting Proposals**

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until Friday November 5, 2021 at 4:00 p.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

**Electronic submissions** must be sent to the following email address:

[Proposals.Purchasing@cityssm.on.ca](mailto:Proposals.Purchasing@cityssm.on.ca)

with this subject line:

[Proposal – Electronic Submission – Engineering Services – Reconstruction of Bloor Street West from Lyons Avenue to Patrick Street, File# 2021PWE-ENG-05-P](#)

Electronic submissions must be in pdf format only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Proposal are limited to 10 MB or less for mailing purposes. If submission is larger than 10MB, send in multiple emails marked as 1 of #; 2 of #; etc. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Proponents should recognize that delays may develop during delivery of electronic submissions of a proposal and submit their proposal well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **immediately upon request only** by mail, courier or

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hand delivery.

**Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.**

**Printed submissions** must be sealed in an envelope or package properly marked as to contents (“Engineering Services – Reconstruction of Bloor Street West from Lyons Avenue to Patrick Street, File# 2021PWE-ENG-05-P”) and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie  
Attn: Manager of Purchasing  
99 Foster Drive – Level 2  
Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to fifteen (15) pages, single sided including appendices; including a Letter of Introduction, **and required completed Form of Proposal (Section 3)**.

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as **“Original”** and three (3) sets marked as **“Copy”**.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

**The Contact Person for this RFP is Mr. Carl Rumiel, Manager, Design and Transportation Engineering; email [c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca); telephone 705-759-5379.**

It will be the Proponent’s responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

**1.3 Errors, Omissions, Clarifications**

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email only** to Mr. Carl Rumiel, Manager, Design and Transportation; email [c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca).

General bidding process inquiries should be directed (by email preferred) to Ms. Karen Marlow, Manager of Purchasing; telephone 705-759-5298; email [k.marlow@cityssm.on.ca](mailto:k.marlow@cityssm.on.ca).

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### **1.4 Withdrawal/Decline of Proposal**

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

### **1.5 Informal Proposals**

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

### **1.6 Proposal Evaluation**

All proponents have been prequalified on the City's VOR list. Therefore, the successful proponents will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process and the following points will be scored:

- 1) Consulting team's ability outlining expertise in municipal road construction including watermain, storm and sanitary sewer. Include relevant past experience on similar projects;
- 2) Detailed proposed work program methodology;
- 3) A detailed schedule recognizing critical deliverables, progress meetings and timelines; and
- 4) A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall include work up to and including the final construction. No further payment will be made above this figure unless authorized in advance by the City. The successful consultant will be required to enter into a standard MEA/CEO agreement for engineering services. These terms of reference will form part of that agreement.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see**

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**Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

**Proponents are required to include a completed signed Form of Proposal with the submission. This form shall also include the following statement:**

**I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: Yes \_\_\_ No \_\_\_**

**IMPORTANT:** The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

**1.7 Site Inspection and Requirements of Work**

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

**Important:** Please refer to the City's Guidelines for Site Visits attached at the end of the RFP.

The successful Proponent and any Subcontractor (if applicable) is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Adam Shier, Risk Manager, telephone [705-759-5768](tel:705-759-5768) or by email to [a.shier@cityssm.on.ca](mailto:a.shier@cityssm.on.ca). Failure to comply with the requirements of this Program will result in loss of the contract.

**1.8 Proposal Left Open**

The Proponent shall keep their Proposal open for acceptance for sixty (60) days after the closing date.

**1.9 Schedule**

(A) Release of RFP: October 7, 2021

(B) Question Close: October 20, 2021

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- (C) Submission of Proposal: November 5, 2021
- (D) Recommendation of Award: November 29, 2021
- (E) Signing of Agreement: November 30, 2021 (pending Council approval)
- (F) Commencement of Services: November 30, 2021
- (G) Construction Commencement: Spring 2022

The City reserves the right to alter the scheduling of items “D” to “G”. Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

**1.10 Incurred Costs**

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

**1.11 Alterations to Documents**

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

**1.12 Confidentiality & Post-Award Comment**

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent’s name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

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**1.13 *Municipal Freedom of Information & Protection of Privacy Act***

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

**1.14 *Indemnification and Insurance***

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, loss, cost and damages by reason of or arising out of improper field inspection practices in connection with this Agreement by the Proponent, its servants or agents, whether or not these have been approved by the City, its servants or agents.

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

**1.15 *Agreement for Services***

The successful Proponent will be required to enter into an MEA-CEO Agreement for professional services, with the City's Insurance and Indemnity special provisions (Appendix B), with a fee limit established at the outset of the agreement. Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure.

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**SECTION 2**

**2. TERMS OF REFERENCE**

**2.1 Introduction**

The City of Sault Ste. Marie is requesting proposals for engineering services associated with proposed reconstruction of Bloor Street West from Lyons Avenue to Patrick Street.

Engineering services required for this project include the design, contract administration and field inspection of a municipal road including the associated storm sewers, sanitary sewers and watermain.

Therefore, the successful proponent will collect and analyze information to develop recommendations, design, prepare tender documents and administer contracts for the construction of the proposed works. The detailed total station survey will be completed by a City survey crew.

**2.2 Existing Documentation**

It will be up to the Proponent to request existing as-constructed drawings and records from the City Engineering Division.

**2.3 Municipal Class Environmental Assessment Requirements**

This project is a Schedule A+ Municipal Class EA.

**2.4 Design of the Proposed Improvements**

The successful consultant will use engineering principles to re-design a municipal road that meets current City standards.

**2.5 Project Requirements**

**Communications - Meetings, Workshops and Public Information Centres**

The minimum is expected to be:

- Two Design Meetings with City staff
- One Public Information Session
- Contract/ tender preparation
- Contract administration
- Resident site inspection

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### Project Scope and Time-Frame

The project will be tendered in March of 2022 with construction completed by November 2022 pending Council approval of the capital construction plan. The successful Proponent will be able to start immediately following an agreement approval by Council in November 2021.

**Note: The project has been approved for design only, the 2022 Budget is not yet approved. The project is planned for construction in 2022, subject to Budget Approval.**

### **2.6 Project Deliverables**

The project deliverables shall include:

- Preliminary Design Reports
- Production and distribution of public notices
- Preparation of design and construction drawings
- MOECC ECA application package for storm and sanitary sewers
- Preparation of all contract documents
- Contract Administration

### **2.7 Fee Schedule**

Proponents shall provide a fee schedule for the Project broken down into steps reflecting the required scope of services listed in requirements above. Time allotments including staff names and disbursements must be identified for each step. Fees associated with subconsultants must be listed in a similar fashion.

**It is preferred that the fee schedule be “All Inclusive” with HST shown as extra. A minimal number of exclusions should be shown – must be itemized and costed with the Proposal.**

Invoicing shall be limited to services actually performed in accordance with the fee schedule proposed. Deferral of activities, delays in completion, or cancellation of tendering and/or the award and actual construction may occur.

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**SECTION 3**

**3. FORM OF PROPOSAL**

**Engineering Services - Reconstruction of Bloor Street West- Lyons Avenue to Patrick Street**

Ms. Karen Marlow, Manager of Purchasing  
Civic Centre, Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/We acknowledge review of **Addenda No \_\_\_ to No \_\_\_** issued for this Proposal.

I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: **Yes \_\_\_ No \_\_\_**

This **“Form of Proposal”** must be completed, legibly signed with handwritten signature, and returned as part of the Proposal submission to qualify.

\_\_\_\_\_  
NAME OF FIRM

SEAL

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
POSTAL CODE

\_\_\_\_\_  
SIGNING OFFICER SIGNATURE

\_\_\_\_\_  
WITNESS' SIGNATURE (must be present if  
Corporate Seal is not affixed to Form of Proposal)

\_\_\_\_\_  
SIGNING OFFICER'S NAME (please print)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
PRINCIPAL CONTACT EMAIL

\_\_\_\_\_  
DATE

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**SECTION 4**

**4. APPENDICES**

**A - City SSM COVID19 Health Screen – Contractor Site Visit**

<b>Representative Name:</b>		<b>Date:</b>	
<b>Company Name:</b>		<b>Telephone:</b>	
<b>Purpose of Visit:</b>		<b>Screen completed by:</b>	

**Screening Questions:**

1. Do you or anyone in your home currently have any of the following symptoms or illness (check all that apply):

	YES	NO
Fever		
New cough, difficulty breathing or any respiratory symptoms		
Sore throat		
Runny nose		
Feeling unwell		

2. Have you travelled outside of Canada in the past 14 days?

YES	NO
-----	----

3. Have you or anyone in your home tested positive for COVID in the past 14 days, or not received testing results yet ?

YES	NO
-----	----

**If Contractor Representative answers YES to ANY of the above questions:**

- City cannot allow presence at the site visit (meeting) at this time.
- City Staff (or Consultant) should attempt to make alternative arrangements for the Contractor for the Site Visit – may include scheduling at a different time.

**If Contractor Representative answers NO to ALL of the above questions:**

- Allow admittance to site visit (meeting). For a site visit (meeting) outside of a facility – strict physical distancing protocols must be maintained whenever practical; otherwise wearing of face masks (masking protocols maintained) is required. For a site visit (meeting) inside a facility, wearing of face masks is required at all times (masking protocols maintained); strict physical distancing protocols must be maintained whenever practical.

City Staff (or Consultant) must conduct this screening for all Contractor Representatives attending a site visit (meeting). Representatives are required to answer the screening questions or will not be admitted to the site visit (meeting). The Screening sheets must be filed appropriately by City Staff.  
 Contractor Representatives will be required to sanitize.  
 City Staff (or Consultant) will instruct Contractor Representatives in applicable Covid-19 protocols.

**Resources:**

COVID-19 Assessment Centre (Kal Tire) - 8 a.m. – 8 p.m.	705-759-3434 ext. 7152
TeleHealth Ontario	1-866-797-0000
Algoma Public Health	1-866-892-0172 ext. 5404
Canadian Mental Health Association (SSM)	705-759-0458
Government of Canada	travel.gc.ca or 1-833-784-4397
Government of Ontario	<a href="https://www.ontario.ca/page/2019-novel-coronavirus">https://www.ontario.ca/page/2019-novel-coronavirus</a>

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**B – City Insurance and Indemnity provisions to MEA-CEO Agreement**

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.

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**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,

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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.

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**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

# Reconstruction of Bloor Street West - Lyons Avenue to Patrick Street

Request for Proposal

City of Sault Ste. Marie

04010079.20802

November 2021

The City of Sault Ste. Marie  
Attention: Manager of Purchasing  
99 Foster Drive – Level 2  
Sault Ste. Marie, ON  
P6A 5X6

November 5, 2021

**Proposal #**  
04010079.20802

**Subject: Reconstruction of Bloor Street West - Lyons Avenue to Patrick Street – Request for Proposal**

Dear Sir / Madam:

AECOM is pleased to submit a Proposal to provide consulting engineering services to undertake the work described in your Request for Proposal for the Reconstruction of Bloor Street West from Lyons Avenue to Patrick Street. We are prepared to commit an experienced and dedicated team of professionals, with expertise in preliminary and detail design, contract administration and site supervision, to provide an economically feasible, environmentally acceptable, durable and technically competent project.

Our proposal outlines our understanding of the project requirements, highlights our ability and relevant past experience, describes the project team and outlines the activities that must be completed in the procurement of this assignment.

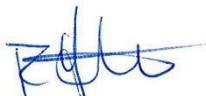
The specific advantages that our team can offer the City for this project include:

- A design team that understands the project requirements based on our extensive depth and experience in undertaking similar projects for the City in the past.
- Capability of compiling a comprehensive and thorough contract document package to ensure the City receives competitive construction prices and limits exposure to extras during construction.
- A highly capable construction administration and inspection team which includes a highly experienced Construction Manager and Project Supervisor with extensive municipal road and servicing experience.

We confirm that we comply with the City's pre-qualification program. We also confirm that Rick Talvitie is authorized to bind AECOM to the contents of our proposal inclusive of the pricing and the requisite endorsed Form of Proposal is enclosed with our submission.

Thank you for the opportunity to submit this proposal. We would be pleased to elaborate on any aspect of this submission at your convenience.

Sincerely,  
**AECOM Canada Ltd.**



Rick Talvitie, P. Eng.  
Associate Vice President  
rick.talvitie@aecom.com

Encl.

## Proposal Assumptions and Limitations

AECOM will perform all professional services in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and governmental rules.

If performance of the services is affected by causes beyond AECOM's reasonable control ("Force Majeure"), and subject to mutual agreement, the project schedule and the compensation may be equitably adjusted to compensate AECOM for any reasonable increase in the time and costs necessary to perform the services. Force Majeure shall include, but not be limited to "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, viruses (e.g., SARS Cov-2), disease (e.g., COVID-19), plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities.

Please note that, notwithstanding its construction contract administration services, AECOM shall have no responsibility for construction means; methods; techniques; sequences and procedures, all of which remain the sole responsibility of the contractor performing the work.

AECOM Canada Ltd. is a wholly owned subsidiary of AECOM (NYSE: ACM). As with any large engineering company, AECOM's operating companies may become involved in claims, litigation, and alternative dispute resolutions (hereinafter "Claims").

AECOM does not comment on pending or past Claims for a number of reasons, including, but not limited to, a desire and need to maintain the attorney-client privilege, the protections of the attorney work product doctrine, and the private and confidential nature of settled Claims, which often are associated with confidentiality and non-disclosure agreements.

AECOM maintains adequate insurance for its professional services. Further, AECOM has no reason to believe that any of the Claims could reasonably be expected to materially impact AECOM's ability to perform services under this or any other contract. If you have further questions, please let us know.

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# 1. INTRODUCTION

The City of Sault Ste. Marie has identified a need to reconstruct Bloor Street West from Lyons Avenue to Patrick Street. This submission has been prepared in response to a Request for Proposal (“RFP”) received from the City and includes preliminary and detail engineering design, preparation of a construction contract package including tender documents, and the provision of construction contract supervision and administration services.

The focus of this engineering assignment will be to provide economically feasible, environmentally acceptable, aesthetically pleasing and technically competent engineering solutions to address specific needs identified in the RFP.

# 2. PROJECT TEAM’S ABILITY AND EXPERTISE

We are very excited to be able to offer the same project team that has been instrumental in completing many of the road and servicing projects completed over the last 28 years in the City of Sault Ste. Marie including the recent Reconstruction of Third Line, Black Road Widening from McNabb Street to Second Line, the Reconstruction of Black Road from Second Line to Third Line, the Reconstruction of Gore Street, Reconstruction of March Street, Reconstruction of Huron Street, to name a few. These previously completed similar projects provide a thorough understanding of the project requirements and challenges to be addressed.

We have identified a highly skilled project team with significant experience in the planning, design and construction of municipal road and servicing projects in Sault Ste. Marie and throughout Northern Ontario. The proposed project team members have proven, on previous assignments, that they have the technical and managerial capabilities to ensure that the project is carried out efficiently and in strict compliance with City and Third party design standards/guidelines, and within the established budget and time frame.

The four key members of our project team have been with AECOM for periods ranging from a minimum of 22 years to 39 years. This knowledge base is extremely important in successfully delivering projects of this type without incurring significant additional costs during construction. Within Table 1 below, we have summarized the key team members, their respective roles on this project and relevant experience that will be instrumental in successfully delivering this assignment.

**Table 1: KEY PROJECT TEAM MEMBERS ROLES AND RELEVANT PAST EXPERIENCE**

Staff Name, Title and Key Project Responsibilities	Relevant Past Experience (all projects include design and construction services unless noted otherwise) *
<b>Rick Talvitie, P.Eng. – Project Director/Project Engineer</b>	
<ul style="list-style-type: none"> <li>• Leadership and direction to the project team;</li> <li>• Overseeing the development of the preliminary and detail designs;</li> <li>• Brainstorming any design options;</li> <li>• Conduct quality assurance reviews for all deliverables;</li> <li>• Allocating staff resources to the project;</li> <li>• Overseeing the project budget; and</li> <li>• Sealing all construction documents and drawings.</li> </ul>	<ul style="list-style-type: none"> <li>• 34 years of planning, design and construction experience with a focus on Municipal Infrastructure, Transportation and Waste Management. Key projects include:                             <ul style="list-style-type: none"> <li>○ Reconstruction of Third Line (SAH Entrance to Black Road);</li> <li>○ Black Road Widening (McNabb Street to Second Line);</li> <li>○ Reconstruction of Black Road (Second Line to Third Line);</li> <li>○ Reconstruction of Gore Street (Queen Street to Wellington Street);</li> <li>○ Reconstruction of Huron Street (Queen Street to Cathcart Street);</li> <li>○ Reconstruction of March Street (Queen Street to Wellington Street);</li> <li>○ Third Line Reconstruction and Extension from Peoples Rd to SAH entrance;</li> <li>○ Reconstruction of Queen Street from Pim Street to Pine Street (major arterial);</li> <li>○ Reconstruction of Wellington Street from Trunk Road to East Street (major arterial);</li> <li>○ Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line;</li> <li>○ Bay Street Extension from Huron Street to Gore Street (major arterial);</li> <li>○ Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen’s Way (major arterial);</li> <li>○ Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link);</li> <li>○ Carmen’s Way from Queen Street to Wellington Street (new truck route); and</li> <li>○ Four Laning of Highway 17 through GRFN (construction administration/supervision) – MTO.</li> </ul> </li> </ul>
<b>Darrell Maahs, C.Tech. – Project Manager</b>	
<ul style="list-style-type: none"> <li>• Overall Project Management;</li> <li>• Schedule and budget control;</li> <li>• Design criteria development;</li> <li>• Overseeing the development of the preliminary and detail design packages;</li> <li>• Brainstorming design options;</li> <li>• Design and construction team coordination and management;</li> <li>• Tender preparation;</li> <li>• Construction administration including chairing of meetings;</li> <li>• Continuity through the design and construction phases;</li> <li>• Evaluating and administering change orders and force accounts;</li> <li>• Addressing Contractor claims/issues;</li> <li>• Interpret contract documents; and</li> <li>• Resolve Property Owner issues.</li> </ul>	<ul style="list-style-type: none"> <li>• 38 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include:                             <ul style="list-style-type: none"> <li>○ Reconstruction of Third Line (SAH Entrance to Black Road);</li> <li>○ Black Road Widening (McNabb Street to Second Line);</li> <li>○ Reconstruction of Black Road (Second Line to Third Line);</li> <li>○ Reconstruction of Gore Street (Queen Street to Wellington Street);</li> <li>○ Reconstruction of Huron Street (Queen Street to Cathcart Street);</li> <li>○ Reconstruction of March Street (Queen Street to Wellington Street);</li> <li>○ Third Line Reconstruction and Extension from Peoples Rd to SAH entrance;</li> <li>○ Reconstruction of Queen Street from Pim Street to Pine Street (major arterial);</li> <li>○ Reconstruction of Wellington Street from Trunk Road to East Street (major arterial);</li> <li>○ Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line;</li> <li>○ Bay Street Extension from Huron Street to Gore Street (major arterial);</li> <li>○ Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen’s Way (major arterial);</li> <li>○ Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link);</li> <li>○ Carmen’s Way from Queen Street to Wellington Street (new truck route); and</li> <li>○ Second Line widening from North Street to Peoples Road.</li> </ul> </li> </ul>

Staff Name, Title and Key Project Responsibilities	Relevant Past Experience (all projects include design and construction services unless noted otherwise) *
<b>Jerry Tulloch, C.Tech. – Senior Road and Servicing Design Technician</b>	
<ul style="list-style-type: none"> <li>• Survey data processing;</li> <li>• Base plan preparation;</li> <li>• Develop and assess design options;</li> <li>• Develop preliminary and detail designs;</li> <li>• Compilation of digital terrain model using design software;</li> <li>• Coordinate CAD technicians;</li> <li>• Produce plan/profile drawings, design details, design cross-sections, construction templates and the quantity estimates; and</li> <li>• As-constructed drawings.</li> </ul>	<ul style="list-style-type: none"> <li>• 32 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include:                             <ul style="list-style-type: none"> <li>○ Reconstruction of Third Line (SAH Entrance to Black Road);</li> <li>○ Black Road Widening (McNabb Street to Second Line);</li> <li>○ Reconstruction of Black Road (Third Line to Second Line);</li> <li>○ Reconstruction of Gore Street (Queen Street to Wellington Street);</li> <li>○ Reconstruction of Huron Street (Queen Street to Cathcart Street);</li> <li>○ Reconstruction of March Street (Queen Street to Wellington Street);</li> <li>○ Third Line Reconstruction and Extension from Peoples Rd to SAH entrance;</li> <li>○ Reconstruction of Queen Street from Pim Street to Pine Street (major arterial);</li> <li>○ Reconstruction of Wellington Street from Trunk Road to East Street (major arterial);</li> <li>○ Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line;</li> <li>○ Bay Street Extension from Huron Street to Gore Street (major arterial);</li> <li>○ Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen’s Way (major arterial);</li> <li>○ Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); and</li> <li>○ Carmen’s Way from Queen Street to Wellington Street (new truck route).</li> </ul> </li> </ul>
<b>Kerry Young, CET – Senior Design Technician and Resident Inspector</b>	
<ul style="list-style-type: none"> <li>• Detail watermain design;</li> <li>• Produce plan/profile drawings and design details;</li> <li>• Resident site inspection;</li> <li>• Quality assurance during construction;</li> <li>• Quantity measurements for progress payments;</li> <li>• Monitor safety and traffic management;</li> <li>• Addressing Contractor claims/issues;</li> <li>• Interpret contract documents;</li> <li>• Resolve property owner issues; and</li> <li>• As-constructed drawings.</li> </ul>	<ul style="list-style-type: none"> <li>• 22 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include:                             <ul style="list-style-type: none"> <li>○ Reconstruction of Third Line (SAH Entrance to Black Road);</li> <li>○ Black Road Widening (McNabb Street to Second Line);</li> <li>○ Reconstruction of Black Road (Second Line to Third Line);</li> <li>○ Reconstruction of Gore Street (Queen Street to Wellington Street);</li> <li>○ Reconstruction of Huron Street (Queen Street to Cathcart Street);</li> <li>○ Reconstruction of March Street (Queen Street to Wellington Street);</li> <li>○ Third Line Reconstruction and Extension from Peoples Rd to SAH entrance;</li> <li>○ Reconstruction of Queen Street from Pim Street to Pine Street (major arterial);</li> <li>○ Reconstruction of Wellington Street from Trunk Road to East Street (major arterial);</li> <li>○ Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line;</li> <li>○ Bay Street Extension from Huron Street to Gore Street (major arterial);</li> <li>○ Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen’s Way (major arterial);</li> <li>○ Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); and</li> <li>○ Carmen’s Way from Queen Street to Wellington Street (new truck route).</li> </ul> </li> </ul>

## 3. PROPOSED WORK PROGRAM / METHODOLOGY

### 3.1 Project Challenges and Success Factors

During the proposal phase we visited the project site and acknowledge that this project is not expected to present significant challenges. However, as with most projects, there are typically some elements of the design that require careful consideration and vetting to ensure a successful outcome.

- ✓ **Road structure** – it is evident that this road is in poor condition and there has been historical heaving and distortions. We recently completed a review of the street for the City's asset management plan and assigned a ride condition rating of 3. Careful attention will be given to the geotechnical investigation and recommendations to ensure appropriate mitigation is incorporated into the design.
- ✓ **Road Cross-section** – we recognize that there is significant expense in constructing and reconstructing streets. Every effort must be made to stretch the City's capital funding as much as possible. The subject street is currently a wide street (approximately 12m back of curb to back of curb) and we plan to review various design options to maintain functionality while minimizing the reconstruction footprint and current and future overall costs.
- ✓ **Consideration of property restoration** – We have had significant involvement in projects that require attention to property impacts and careful and thoughtful attention to property owner input both during the design and construction phases. In some cases, the homes themselves are quite close to back of sidewalk and in others there are a few mature trees and landscaping features that are adjacent to the back of sidewalk. Our team has excellent experience working with property owners in a respectable and professional manner. This item goes hand in hand with the bullets above and below. If the road can be narrowed the offset to homes may be increased and some landscaping items may be easier to preserve.
- ✓ **Communication with Property Owners** - We understand through our past experience with other reconstruction projects, the importance of communication with property owners through the design and construction phases. As noted in the Terms of Reference, we have allowed for one public information session. It has been our experience that there is benefit in presenting the proposed preliminary design to area property owners and tenants and initiate discussions regarding access and anticipated property impacts early in the process (i.e. Local Improvement Open House).

#### 3.1.1 Project Management

**Project Management:** This task will include the implementation of all AECOM project management processes and procedures, including administrative setup in the AECOM Project Management platform, and development of Safety, Health and Environment (SH&E), Quality and Communication plans.

Each week our Project Manager will review costs posted to the project during the previous week to identify issues early and implement mitigation measures to maintain budget and schedule. Monthly project management activities include monitoring of the budget and schedule using the earned value method, and the review of monthly invoices.

**Project Meetings:** In accordance with the RFP, we will attend and chair one project initiation meeting and at least one additional meeting during the design phase (i.e. prior to initiating detail design). We will also attend additional meetings at the City's discretion. We have been successful in using Microsoft Teams with various City meetings over the past several months which allows our team to share their computer screens with participants.

AECOM will prepare agendas a minimum of two business days before meetings and circulate minutes within five business days after.

Project Management Summary:	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>✓ Project Management Plan including SH&amp;E, Quality, and Communications</li> <li>✓ Meeting Agendas/Minutes</li> <li>✓ Monthly Project Status Reports outlining project progress</li> </ul>
<b>Key AECOM Staff</b>	Darrell Maahs, Rick Talvitie

### 3.1.2 Collect and Review Background Information and Data

At the onset of the project, we will obtain all available background information and data relating to the project including relevant reports, digital base plans, benchmarks, existing plan/profile drawings, other geotechnical reports, aerial photos, adjacent drainage designs including drainage area plans (storm and sanitary), electrical distribution drawings, grid maps and base plans showing existing utility plant and details of any proposed utility plant improvements in conjunction with project.

The data will be catalogued and reviewed by all key members of the project team to ensure a keen understanding of existing conditions and guiding principles.

Data Collection Summary:	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>✓ Data and Information Catalog</li> </ul>
<b>Key AECOM Staff</b>	Darrell Maahs, Jerry Tulloch, Kerry Young

### 3.1.3 Comprehensive Field Review

One of the most important elements in developing practical and efficient designs is to complete a detailed field review at the onset of the project. We will supplement our preliminary field review, conducted during the proposal stage, with a detailed field review to be conducted by the Project Manager, Darrell Maahs, Senior Designer, Jerry Tulloch and Designer/Inspector Kerry Young.

The review will include the identification of access challenges, potential drainage challenges, potential utility conflicts, landscaping challenges, etc.

The initial detailed field review forms the basis for finalizing the geotechnical work program and developing the preliminary and detail designs throughout the corridor. We will also prepare a detailed video and photographic inventory to accurately record existing conditions including existing buildings, building entrances, utility infrastructure, landscaping features and other roadside features.

Field Review Summary:	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>✓ Summary Memo</li> <li>✓ Photographs/videos</li> </ul>
<b>Key AECOM Staff</b>	Darrell Maahs, Rick Talvitie, Jerry Tulloch, Kerry Young

### 3.1.4 Planning Requirements

In accordance with the Terms of Reference, this project will be planned as a Schedule A+ project which requires public notification prior to proceeding.

We will participate in the City’s Local Improvement open house at which time the preliminary design can be presented for public input. We believe, as does the City, that it would be advantageous to conduct an open house so that area property owners and tenants (if any) have an opportunity to comment on the preliminary design and to provide an awareness of what is to be expected during the construction phase. This approach tends to improve the level of understanding and patience of property owners/tenants in the vicinity of the construction activity. We have conducted virtual events for other projects and they have been well received. We will discuss and obtain consensus with City staff regarding the planned format well in advance of the event.

Project Planning Summary:	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>✓ Project Notices</li> <li>✓ Open House Displays</li> </ul>
<b>Key AECOM Staff</b>	Darrell Maahs, Rick Talvitie

### 3.1.5 Topographical Survey and Base Plan Preparation

Based on the RFP, it is our understanding that a topographical survey will be completed by the City and provided to the successful Consultant. Following the completion of the survey, the data will be processed and base plans will be produced by AECOM in the standard City format. In addition, a digital terrain model of the original ground will be developed from the survey data and road cross-sections will be generated at a suitable interval. Ultimately the proposed designs will be superimposed on the original cross-sections and construction templates will be generated. The as-constructed records and input from Utility Agencies will also support the base plan preparation. Furthermore, although not anticipated, AECOM has appropriate equipment and skilled resources to quickly mobilize a field crew to pick up additional detail to support the design effort if needed.

The level of detail collected and accuracy of the survey will be particularly important to ensure finished grades allow appropriate tie-in to properties and landscaping features are suitably restored.

Survey and Base Plans Summary:	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>✓ Survey data from the City</li> <li>✓ Base plans</li> </ul>
<b>Key AECOM Staff</b>	Jerry Tulloch, Kerry Young

### 3.1.6 Geotechnical Investigation and Reporting

In order to assess the subsurface conditions including soil types, groundwater conditions and to provide suitable recommendations to address construction techniques, frost susceptibility, utility and service trench designs, excavations, dewatering, subdrainage, pipe bedding and backfill, subgrade, subbase, base and pavement designs, we are proposing to undertake a comprehensive geotechnical investigation. The geotechnical investigation and reporting will be completed by our subconsultant EXP. At the conclusion of this task we will deliver a comprehensive geotechnical report that will form the basis for the design.

Geotechnical Summary:	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>✓ Geotechnical report and recommendations</li> </ul>
<b>Key AECOM Staff</b>	Darrell Maahs, Rick Talvitie and subconsultant

### 3.1.7 Preliminary Design

A preliminary design must be developed and approved before initiating the detail design activities. In this case the horizontal and vertical alignments are generally fixed but there is an opportunity to consider changes to the road

cross-section. In the preliminary design phase of the project, we will develop design options for various cross-sectional design elements and produce a final overall preliminary road and servicing design. In each case where options are developed, we will prepare drawings or details illustrating each option, compute preliminary costs, and develop an evaluation matrix to select a preferred design. The options will be presented to City staff for discussion with our recommendations and rationalizations. Following consultation with the City, a final selection will be made and incorporated into the overall preliminary design.

At the conclusion of the preliminary design phase, the road and roadside geometrics will be finalized including horizontal and vertical alignments, intersection configurations, road cross-sections and roadside features. In addition, the following elements will also be defined; proposed storm and sanitary sewer sizing and locations, watermain sizing and locations (to be provided by PUC), and illumination requirements (if needed).

At the conclusion of the preliminary design phase we believe that it is very important to clearly define the decisions made and the designs adopted prior to proceeding with detail design. We will summarize the final road design and servicing elements. The summary will be presented to City at the conclusion of the preliminary design phase. It has been our experience with past projects that this summary proves to be a very useful tool in future years if questions are raised relating to the design decisions made.

Preliminary Design Summary:	
<b>Deliverables</b>	✓ Design Brief including drawings, and cost estimate
<b>Key AECOM Staff</b>	Darrell Maahs, Rick Talvitie, Jerry Tulloch, Kerry Young

### 3.1.8 Detail Design

Once the Preliminary Design has been approved by the City, we will initiate the detail design. The key activities/tasks that will be undertaken throughout the detail design phase are summarized in Figure 1 and discussed briefly below.

In the detail design phase, we will generate detail design cross-sections throughout the limits of the construction. The sections will be generated using design software and will ultimately be used to compute excavation, subbase and base quantities. These quantities will be sufficiently accurate to allow these items to be administered as plan quantity items which will reduce the staffing requirements during construction. In addition, the design sections will also be used to generate construction templates.

We will also develop all necessary design details including trench design to mitigate frost action, pipe bedding and backfill requirements, replacement landscaping as necessary, paving details etc. Detail design drawings will be developed for all components of the work including roadway elements, roadside elements, illumination (if necessary), signage, pavement markings, traffic and pedestrian management, staging aspects, servicing elements including sanitary collection and storm water management features. Our designs will also include careful consideration of AODA requirements at intersections. All necessary design calculations will be completed and submissions will be made for all necessary technical approvals including sewage works and stormwater management. Technical approvals are required from MECP (ECA for sewers under transfer of review by City), PUC (water distribution and electrical/lighting if necessary) and the Electrical Safety Authority (Note: we have excluded allowances for lighting designs in our fee estimate).

We will produce a complete tender package including tender drawings, technical specifications, and tender documents. The complete tender package will be reviewed thoroughly in-house (ie; technical review meeting) prior to submission to the City and approval agencies. We will produce a detailed pre-construction cost estimate at the conclusion of the detail design phase.

Ultimately, we will prepare a tender advertisement, issue tenders to interested Contractors, address any questions raised during the tender period and evaluate and report on the tenders received.

Detail Design Summary:	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>✓ Detailed quantity/cost estimates</li> <li>✓ MECP approvals submission</li> <li>✓ Tender Package, including Issued for Tender drawings</li> </ul>
<b>Key AECOM Staff</b>	Darrell Maahs, Rick Talvitie, Jerry Tulloch, Kerry Young

## 3.2 Contract Administration and Supervision

Through our extensive experience in Northern Ontario with Municipalities and the Ministry of Transportation, we have a thorough understanding of our responsibilities and of our Client’s expectations. We will be acting as an agent to the Owner and will be entrusted to ensure appropriate materials are incorporated into the work and the quality of workmanship meets or exceeds the contract specifications. We have significant experience in the administration and inspection of municipal road, connecting link and provincial highway projects including many completed for the City.

In the following subsections we have briefly described the proposed work activities that will be undertaken by our staff. The specific tasks have also been included in Figure 1.

### 3.2.1 Pre-Construction Phase

Prior to initiating construction, we will ensure that the contract is properly executed and mandatory submissions are received from the Contractor including insurance certificates, Notice of Project, a clearance certificate from the Workers Safety Insurance Board, material lists, shop drawings, staging plan, site access plan, traffic management plan, and construction schedule. We will also conduct a construction pre-start meeting to clearly define lines of communication, the project schedule, administrative procedures, key issues, site access, traffic routing, construction staging and the expectations of all parties involved. The meeting with the Contractor will also include participation by the City, PUC, and any relevant Utility or Provincial Agencies.

### 3.2.2 Construction Phase

During the construction period, we will provide a full time resident inspection services to monitor the progress of the work and ensure the Contractor is carrying out its obligations in accordance with the contract drawings, specifications and special provisions. These activities will include alignment and grade checks, coordinating compaction checks and material sampling, compliance assessment of construction procedures, environmental controls, safe work practices and operational constraints. The daily work activities will be documented in a construction diary and summarized in a weekly report. Our resident inspection staff will also be responsible for measuring quantities for progress and final payments and liaising with property owners and resolving public concerns and/or complaints.

We are fully familiar with the MTO’s Construction Administration and Inspection Task Manual through our past and ongoing MTO Contract Administration assignments. We will use the manual as a guideline to ensure an appropriate level of inspection and documentation is provided.

Quality assurance testing of materials will be undertaken in accordance with the contract specifications by an independent testing laboratory. Testing costs for the above will be incorporated into the Construction Contract.

Kerry Young will be our resident inspector and has demonstrated through many past similar projects, that the City's interests will be well managed.

Darrell Maahs will be responsible for the day-to-day management of staff and issues during the construction phase. This will include liaising with Municipal, PUC and Utility representatives, chairing the construction pre-start meeting and all progress meetings, issuing meeting reports, providing direction to our resident inspection staff, interpreting the contract documents, assessing claims and negotiating extra work, preparing progress and final payment certificates, conducting periodic reviews of the work including final inspections. Darrell will also coordinate the completion of as-constructed drawings and will coordinate any remedial work required throughout the maintenance period.

### 3.2.3 Post Construction Phase

At the conclusion of the construction period, we will prepare final payment certificates and provide to the municipality an as-constructed record of the work in hardcopy and digital formats. We will also monitor the work site throughout the maintenance period and coordinate any remedial work. At the conclusion of the maintenance period, we will conduct a final inspection and identify any outstanding deficiencies. Once the deficiencies are rectified, we will prepare and issue a contract release and final payment certificate.

Construction Administration and Inspection Summary:	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>✓ Construction Meeting Agendas/Minutes</li> <li>✓ Contractor submissions and AECOM reviews</li> <li>✓ Field records</li> <li>✓ Weekly reports</li> <li>✓ As-constructed records</li> </ul>
<b>Key AECOM Staff</b>	Darrell Maahs, Kerry Young

## 4. PROJECT SCHEDULE

We have developed an overall project schedule that we believe is realistic based on the scope of the project (refer to Figure 1). The schedule includes a construction completion date in mid October 2022 with final completion of asphalt surface course by June, 2023.

The Terms of Reference requires a minimum of two design meetings. We have included three design meetings as follows (Note: more will be scheduled if needed):

- Project initiation meeting to confirm the project scope, deliverables, timing, and expectations;
- Preliminary design meeting to establish consensus regarding the project preliminary design; and
- Detailed design meeting to review final design.

As noted in Section 3.1 we have also incorporated one public open house.

## 5. FEE SCHEDULE

We have incorporated a very skilled and experienced project team. Our work program incorporates a significant level of quality control and quality assurance during the design phase to ensure our tender package is “tight” to minimize the potential for significant change orders during construction. A well-prepared tender package can often lead to substantial project savings. We have included on Figure 1 the name, role and billing rate for each of our proposed project team members, our total fee estimate for the assignment and the assumptions that we have applied in developing the fee estimate.

Our total estimated fee inclusive of expenses is **\$234,500.00** plus HST including the geotechnical investigation and reporting.

**CITY OF SAULT STE MARIE**  
**PROPOSED WORK PROGRAM & FEE SCHEDULE**

**FIGURE 1**

**RECONSTRUCTION OF BLOOR STREET (Patrick Street to Lyons Avenue)**

Date: November 5, 2021

TASKS	TIMING (months)													Estimated Fees (Incl. Disbursements)														
	2021		2022										2023															
	November	December	January	February	March	April	May	June	July	August	September	October	November		December	Jan-Oct												
<b>Phase I - Preliminary Design</b>														<b>\$39,000</b>														
1.1	Project management																											
1.2		★																										
1.3		■																										
1.4	■																											
1.5		■																										
1.6		■																										
1.7		■																										
1.8		■	■																									
1.9			■																									
1.10			■																									
1.11			■																									
1.12			■																									
1.13			■																									
1.14			■																									
1.15			■																									
1.16			■	■																								
1.17			■	■																								
1.18				■	★																							
1.19				■																								
1.20				■																								
<b>Phase II - Detailed Design &amp; Tendering</b>														<b>\$48,500</b>														
2.1	Project Management																											
2.2	Conduct Public Open House in conjunction with Local Improvement process																											
2.3	Complete detailed design of roadwork																											
2.4	Complete detailed design of storm sewers																											
2.5	Complete detailed design of sanitary sewers and appurtenances																											
2.6	Prepare design brief and ECA package for storm and sanitary sewer																											
2.7	Complete detailed design of waterworks incl. crossing details, thrust restraints etc.																											
2.8	Prepare design brief for proposed waterworks																											
2.9	Develop construction staging/traffic management plan (Lyons Ave)																											
2.10	Submit detailed design package to City and PUC for comments																											
2.11	Conduct design meeting with City and PUC to review detailed design																											
2.12	Compile tender quantities																											
2.13	Compile construction drawings																											
2.14	Compile technical specifications																											
2.15	Finalize any utility relocations and upgrades with agencies																											
2.16	Finalize any property acquisitions with City																											
2.17	Compile tender documents																											
2.18	Complete internal technical review of tender documents																											
2.19	Submit final tender documents to City and PUC for final review and comments																											
2.20	Compile pre-tender construction estimate																											
2.21	Finalize & submit MECP ECA application and package to City and Watermain Form 1 to PUC																											
2.22	Advertise for tenders and issue tender documents																											
2.23	Respond to inquiries during tender period and issue Addenda as required																											
2.24	Attend tender opening, review tenders and prepare & submit tender report to City																											
2.25	Award contract																											
<table border="1"> <thead> <tr> <th>NAME</th> <th>ROLE</th> </tr> </thead> <tbody> <tr> <td>Rick Talvitie</td> <td>Project Engineer/ Director</td> </tr> <tr> <td>Darrell Maahs</td> <td>Project Manager</td> </tr> <tr> <td>Jerry Tulloch</td> <td>Senior Designer</td> </tr> <tr> <td>Kerry Young</td> <td>CADD Designer Field Inspector</td> </tr> <tr> <td>Nancy Maahs</td> <td>Support Staff</td> </tr> <tr> <td>Tara Abernot</td> <td>Support Staff</td> </tr> </tbody> </table>														NAME	ROLE	Rick Talvitie	Project Engineer/ Director	Darrell Maahs	Project Manager	Jerry Tulloch	Senior Designer	Kerry Young	CADD Designer Field Inspector	Nancy Maahs	Support Staff	Tara Abernot	Support Staff	
NAME	ROLE																											
Rick Talvitie	Project Engineer/ Director																											
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Kerry Young	CADD Designer Field Inspector																											
Nancy Maahs	Support Staff																											
Tara Abernot	Support Staff																											
<b>Phase III - Construction Services</b>														<b>\$147,000</b>														
3.1	Project Management																											
3.2	Coordinate and conduct pre-construction meeting with City, PUC, Contractor and Utilities																											
3.3	Liaison with City to address any on-site construction issues																											
3.4	Administer construction contract																											
3.5	Provide full-time resident inspection																											
3.6	Coordinate and conduct regular site meetings																											
3.7	Carry out final inspection with City and Contractor													final lift														
3.8	Prepare and submit as-constructed drawings																											
3.9	Monitor work throughout warranty period and conduct final inspection													to Oct. 2023														

**TOTAL ESTIMATE FEES (excl. HST) -> \$234,500**

**Legend**

Design Meeting - ★

Timeline - ■

**Assumptions:**

1. Construction period duration - 18 weeks.
2. Weekly resident inspection time - 55 hrs/wk. (avg)

**Request for Proposal**

City of Sault Ste. Marie

Engineering Services - Reconstruction of Bloor Street West- Lyons Avenue to Patrick Street

**SECTION 3**

**3. FORM OF PROPOSAL**

**Engineering Services - Reconstruction of Bloor Street West- Lyons Avenue to Patrick Street**

Ms. Karen Marlow, Manager of Purchasing  
Civic Centre, Sault Ste. Marie

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/We acknowledge review of **Addenda No 1 to No 1** issued for this Proposal.

I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: **Yes X No** \_\_\_

This **“Form of Proposal”** must be completed, legibly signed with handwritten signature, and returned as part of the Proposal submission to qualify.

AECOM Canada Ltd.

NAME OF FIRM

SEAL

523 Wellington Street East

ADDRESS

Sault Ste. Marie, ON

P6A 2M4

CITY

POSTAL CODE



SIGNING OFFICER SIGNATURE

WITNESS' SIGNATURE (must be present if Corporate Seal is not affixed to Form of Proposal)

Rick Talvitie, P. Eng.

705-971-2612

SIGNING OFFICER'S NAME (please print)

TELEPHONE NUMBER

rick.talvitie@aecom.com

November 3, 2021

PRINCIPAL CONTACT EMAIL

DATE