

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

Monday, March 20, 2023

4:30 pm

Council Chambers

Civic Centre

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

Pages

1. **Land Acknowledgement**

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

2. **Adoption of Minutes**

21 - 39

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the Minutes of the Regular Council Meeting of February 21, 2023 be approved.

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

4. **Declaration of Pecuniary Interest**

5. **Approve Agenda as Presented**

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the Agenda for March 20, 2023 City Council Meeting as presented be approved.

- 6. Proclamations/Delegations**
- 6.1 2Spirit Awareness Week** 41 - 41
- 6.2 World Water Day** 43 - 43
- 6.3 Community Recognition Award**
- Waabinong Head Start Family Resource Centre
 - Northern Ontario Latin Hispanic Association
- 6.4 Audit and Accountability Fund – Waste Collection Options Study** 46 - 58
Rick Talvitie, AECOM
- 6.5 Audit and Accountability Fund – Winter Control** 60 - 71
Brian Bourns, Maclaren
- 7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**
- Mover Councillor A. Caputo
Seconder Councillor S. Spina
Resolved that all the items listed under date March 20, 2023 – Agenda item 7 – Consent Agenda be approved as recommended.
- 7.1 Correspondence** 73 - 73
Minister of Energy to Mayor Shoemaker regarding Independent Electrical System Operator support
- 7.2 Corporate Strategic Plan 2023 – 2027**
A report of the CAO will appear on an Addendum to the Agenda.
- 7.3 Streamline Development Approval Fund Project Update**
A report of the CAO will appear on an Addendum to the Agenda.
- 7.4 2022 Investment Report** 77 - 80
The report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

Mover Councillor R. Zagordo
Seconder Councillor S. Spina
Resolved that the report of the Chief Financial Officer and Treasurer dated

March 20, 2023 concerning 2022 Investment Report be received as information.

7.5 Northern Community Centre Twin Pad Revised Financing Term 82 - 83

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Chief Financial Officer and Treasurer dated March 20, 2023 concerning the revised debt financing term for the Northern Community Centre Twin Pad Expansion from 25 years to 15 years be approved.

7.6 Property Tax Appeals 85 - 87

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Manager of Taxation dated March 20, 2023 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act*.

7.7 Factory Rebuild of Trackless Municipal Tractor (Public Works) 89 - 91

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Manager of Purchasing dated March 20, 2023 concerning Factory Rebuild of a City-Owned Trackless Municipal Tractor plus attachments as required by Public Works be received and that the quote of Work Equipment Ltd. in the amount of \$168,800 plus HST be approved on a sole source basis.

7.8 New Tires and Tire Repairs (Public Works and Transit Division) 93 - 96

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Manager of Purchasing dated March 20, 2023 concerning new tires and tire repairs be received and that the tender of Fountain Tire SSM Ltd. for supply and services as required by the Public

Works and Transit Divisions for two (2) years commencing April 1, 2023 with the option to renew for one (1) additional year by mutual agreement be approved.

- 7.9 Traffic Signal Controller Equipment (Public Works) 98 - 99**
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor R. Zagordo
Seconder Councillor S. Spina
Resolved that the report of the Manager of Purchasing dated March 20, 2023 concerning purchase of traffic signal controller equipment as required by Public Works and Engineering Services be received and that the quotation of Econolite Canada in the amount of \$182,992 plus HST be approved on a sole source basis.
- 7.10 Purchase from Lease for One Grader (Public Works) 101 - 103**
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor A. Caputo
Seconder Councillor S. Spina
Resolved that the report of the Manager of Purchasing dated March 20, 2023 concerning the purchase from lease of one grader as required by Public Works be received and that the purchase through John Deere Canada at the quoted amount of \$236,100 plus HST be approved;
- Further that lease payments be redirected in future budgets as a transfer to own funds until the internal debt is repaid.
- 7.11 Extension – Integrity Commissioner 105 - 106**
- A report of the City Clerk is attached for the consideration of Council.
- The relevant By-law 2023-43 is listed under Agenda item 12 and will be read with all by-laws under that item.
- 7.12 Mill Market Booth Purchase Loan 108 - 110**
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- The relevant By-law 2023-45 is listed under Agenda item 12 and will be read with all by-laws under that item.
- 7.13 Downtown Plaza RED Funding Agreement Amendment 112 - 113**
- A report of the Deputy CAO, Community Development and Enterprise

Services is attached for the consideration of Council.

The relevant By-law 2023-36 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.14 Phase 4 Safe Restart Agreement funding for Public Transit 115 - 117

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

The relevant By-law 2023-44 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.15 Watchtower Convention Agreement 119 - 120

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

The relevant By-law 2023-35 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.16 Petition for Reconstruction of Hillside Drive 122 - 124

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

Mover Councillor R. Zagordo

Secunder Councillor S. Spina

Resolved that the report of the Director of Engineering dated March 20, 2023 concerning Petition for Reconstruction of Hillside Drive be received as information.

7.17 Varsity Pump Station 126 - 127

The report of the Manager of Development and Environmental Engineering is attached for the consideration of Council.

Mover Councillor A. Caputo

Secunder Councillor S. Spina

Resolved that the report of the Manager of Development and Environmental Engineering dated March 20, 2023 concerning Electrical Upgrades Contract be received and that contract change order for Varsity Pump Station under the existing contract 2020-06E in the amount of \$132,275 exclusive of HST be approved.

7.18 Elizabeth Street Sanitary Sewer Project Budget Increase 129 - 130

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Municipal Services and Design Engineer dated March 20, 2023 concerning Elizabeth Street Sanitary Sewer Project Budget Increase be received and that WSP's fee limit increase from \$69,445 to \$100,285 be approved.

7.19 Wemyss Street Reconstruction (Contract 2023-2E) 132 - 136

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

The relevant By-law 2023-41 authorizing execution of the contract with Avery Construction Limited and By-law 2023-42 authorizing the road closure are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.20 Wastewater Master Plan – Engineering Agreement Amendment 138 - 139

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Municipal Services and Design Engineer dated March 20, 2023 concerning amendment of engineering agreement for the Wastewater Master Plan be received and that Council authorize amending the engineering agreement with AECOM to include Part B of the project.

7.21 Yates Avenue – Steel Speed 141 - 146

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

The relevant By-law 2023-33 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.22 TDF Application – Coppa Giovanni Soccer Tournament and Italian Festival 148 - 150

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Director of Tourism and Community Development dated March 20, 2023 concerning Tourism Development Fund Applications be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$10,000 to Coppa Giovanni Soccer

Tournament and Italian Festival be approved.

7.23 Community Development Fund – Green Initiatives Program Applications March 2023 152 - 154

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Sustainability Coordinator dated March 20, 2023 concerning Community Development Fund – Green Initiatives Program Applications be received and that the recommendation of the Environmental Sustainability Committee to support the following projects be approved:

1. City of Sault Ste. Marie Fire Services Lawn Maintenance Equipment Electrification Project Funding in the amount of \$3,920; and
2. Invasive Species Centre: SSM Himalayan Balsam Community Management Project in the amount of \$6,416.

7.24 Carpenters' Constitutional Challenge – Final Update 156 - 157

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the City Solicitor dated March 20, 2023 concerning final outcome of Carpenters' Constitutional Challenge be received as information.

7.25 Declare Property Surplus – Part of Wiber Street 159 - 162

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

The relevant By-law 2023-25 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.26 Declare Property Surplus – 124R Albert Street East 164 - 166

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

The relevant By-law 2023-30 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.27 Herbert Street – Assumption, Closing, Conveyance 168 - 170

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

The relevant By-laws 2023-31 and 2023-32 are listed under Agenda item 12 and will be read with all by-laws under that item.

7.28 Housekeeping – Repeal By-law 2021-155 Surplus Property (Ellsin) 172 - 173

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

By-law 2023-40, being a by-law to repeal By-law 2021-155 appears elsewhere on the Agenda and is recommended for your approval.

7.29 Housekeeping – Repeal By-law 2016-148 Surplus Property Yates Avenue (Parniak) 175 - 176

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

The relevant By-law 2023-39 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.30 Zoning 204 South Market – Ontario Land Tribunal 178 - 179

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Solicitor dated March 20, 2023 concerning Zoning 204 South Market – Ontario Land Tribunal Order be received as information.

7.31 Next Generation 9-1-1 Ontario Transfer Payment Agreement 181 - 182

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

The relevant By-law 2023-47 is listed under Agenda item 12 and will be listed with all by-laws under that item.

7.32 Commercial Assessment Growth Community Improvement Plan 184 - 187

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Director of Planning dated March 20, 2023 concerning Commercial Assessment Growth Community Improvement Plan be received and that Council not proceed with a Community Improvement Plan that provides incentives to any and all commercial development.

7.33 Rental Housing Incentive Program – 19 - 36 Wright Street 189 - 193

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Planner dated March 20, 2023 concerning the Rental Housing Incentive Program be received and that Council authorize a three-year incremental tax grant (75% in year one, 50% in year two, and 25% in year three) for the proposed four unit multiple attached development at 36 Wright Street subject to:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed, full municipal taxes will apply.

7.34 Economic Growth Community Improvement Plan Applications 195 - 198

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that the report of the Director of Planning dated March 20, 2023 be received and that a one-time grant in the amount of \$100,000 be awarded to the Sault Ste. Marie Airport Corporation (on behalf of JD Aero) and a one-time grant in the amount of \$57,989 be awarded to Rusty Halo Productions Inc. subject to a funding contribution agreement between the City and the applicants respectively.

7.35 Memorandum of Settlement for United Steelworkers Local 2251 200 - 228

A report of the Labour Relations Coordinator is attached for the consideration of Council.

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Labour Relations Coordinator dated March 20, 2023 be received and that City Council ratify the Memorandum of Settlement for United Steelworkers Local 2251.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.4.1 Audit and Accountability Fund – Waste Collection Options Study 234 - 236

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Director of Public Works dated March 20, 2023 concerning Audit and Accountability Fund – Waste Collection Study be received and that the AECOM report be referred to staff for report back to Council for approval and an implementation strategy.

8.4.2 Audit and Accountability Fund – Winter Control - Budget and Operational Approach 238 - 243

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Director of Public Works dated March 20, 2023 concerning the Audit and Accountability Fund – Winter Control Budgeting and Operational Approach study be received and that the Maclaren report be referred to staff for review and report back to Council.

8.5 Fire Services

8.6 Legal

8.7 Planning

8.8 Boards and Committees

The Board and Committee Nominating Task Force met on March 15, 2023.

8.8.1 Community Development Award Selection Committee

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that Saikumar Adepu, Helen Calvelli, Sara Currier, Mark Jones and Andrew Palcic be appointed to the Community Development Award Selection Committee from March 20, 2023 to December 31, 2026.

8.8.2 Walk of Fame Selection Committee

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that Saikumar Adepu and Wayne Greco be appointed to the Walk of Fame Selection Committee from March 20, 2023 to December 31, 2026.

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

9.1 Unexpended Community Development Funds

Mover Councillor M. Scott

Seconder Councillor S. Spina

Whereas at the February 24, 2020 City Council meeting, Council received reports on a revised Community Development Fund and on the Community's Greenhouse Gas Inventory; and

Whereas part of the Community Development Fund consists of monies previously allocated to the Green Committee and the framework for the Community Development Fund still seeks submissions for environmental initiatives; and

Whereas City Council has endorsed the need to reduce greenhouse gases in the community as a strategy to fight climate change; and

Whereas planting trees is widely considered a simple and effective way of reducing the effects of greenhouse gases.

Now Therefore Be It Resolved that for the remainder of this term of City Council, any amount of the \$50,000 allocated in the Community Development Fund to environmental initiatives not used in a given budget year go toward the purchase of trees in the subsequent year, which trees should be planted in City parks or on City property by Public Works employees.

9.2 Sidewalk Extension on Peoples Road

Mover Councillor S. Kinach

Seconder Councillor M. Bruni

Whereas the only one side of Peoples Road has an asphalt sidewalk; and

Whereas the sidewalk currently ends at the cemetery in the middle of the street; and

Whereas this is a school route for children and safety is an issue, particularly during winter;

Now Therefore Be It Resolved that staff be requested to report back to City Council regarding the extension of the sidewalk to the intersection of Peoples Road and Fourth Line in the 2024 budget.

9.3 TikTok Ban on City Devices

Mover Councillor S. Kinach

Seconder Councillor M. Bruni

Whereas the Communications Security Establishment (CSE) Canadian Centre for cybersecurity recommends the removal of the TikTok app from all commercial and government devices; and

Whereas in this day and age cybersecurity concerns should be taken seriously; and

Whereas the Federal Government has already banned the TikTok app on government devices and;

Whereas the Provinces of Ontario, Nova Scotia and Quebec have quickly followed the Federal Government;

Now Therefore Be It Resolved that staff be requested to report back to City Council with a plan to implement the removal of TikTok from all city devices for next council meeting April 11, 2023.

9.4 Affordable Housing – New Foundations Program

Mover Councillor L. Dufour

Seconder Councillor A. Caputo

Whereas the City of Barrie has adopted a land-use planning approach that encourages the densification and re-development of underutilized properties, with the municipality contributing to the preliminary steps required to determine the greatest and best use of any individual property; and

Whereas Sault Ste. Marie has many under-utilized properties that could benefit from re-development and densification; and

Whereas densification of properties in existing built-up areas of the community promotes the greater use of existing municipal services, including transit, water, sewer and other linear infrastructure

Now Therefore Be It Resolved that the Affordable Housing Task Force be requested to review the New Foundations program implemented in the City of Barrie and make a recommendation to Council on whether a similar program could be implemented locally, and, if the recommendation is to implement such a program, make further recommendations on the structure of such a program, including the required budget.

9.5 Vacant Property Tax to Support Affordable Housing

Mover Councillor A. Caputo

Seconder Councillor L. Dufour

Whereas the City of Sault Ste Marie has seen a large increase in vacant

homes and properties in the last 10 years, including a large increase in out of town investors buying property and allowing it to sit empty; and

Whereas much like the rest of the province, Sault Ste. Marie is in need of more housing, specifically affordable housing; and

Whereas Council has identified housing affordability as a major issue in Sault Ste Marie with a need to identify available tools to address this issue, thus creating The Affordable Housing Task Force; and

Whereas if successful, the vacant property tax would be a tool aimed at changing the behaviour of property owners and help release more housing to the market, as well as lowering the number of boarded up properties within the community; and

Whereas any revenue generated from this tax could go directly toward supporting affordable housing initiatives identified by the Affordable Housing Task Force;

Now Therefore Be It Resolved that the Affordable Housing Task Force review and report back to Council on the feasibility and benefit of implementing a Vacant Property Tax in Sault Ste Marie (included in this report would be the definition of vacant for the purpose of the tax, parameters of implementation and enforcement, comparisons with other municipalities who have implemented a similar tax, an estimate on the amount of revenue that could be generated, and the rate at which vacant properties would be charged.)

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that all By-laws under item 12.1 of the Agenda under date March 20, 2023 be approved.

12.1.1 By-law 2023-25 (Property Surplus) Part of Wiber Street

257 - 258

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2023-25 being a by-law to authorize that the City

owned property legally described as PIN 31505-0364 (LT) WIBER ST PL H436 TARENTORUS N/S COREY AV PL H436; SAULT STE. MARIE being part of Wiber Street, be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land be passed in open Council this 20th day of March, 2023.

12.1.2 By-law 2023-30 (Property Surplus) 124R Albert Street East 260 - 261

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

Mover Councillor A. Caputo

Secunder Councillor S. Spina

Resolved that By-law 2023-30 being a by-law to declare the City owned property legally described as PIN 31543-0111 (LT) LT 5-6 PL 11215 ST. MARY'S T/W T382512; SAULT STE. MARIE being civic 124R Albert Street East, as surplus to the City's needs and to authorize the disposition of the said property to the abutting land owners be passed in open Council this 20th day of March, 2023.

12.1.3 By-law 2023-31 (Street Assumption) Herbert Street 263 - 264

A report from the Solicitor is on the Agenda.

Mover Councillor A. Caputo

Secunder Councillor S. Spina

Resolved that By-law 2023-31 being a by-law to assume for public use and establish as a public street Herbert Street described as PIN 31535-0225 (LT) HERBERT ST PL 2012 ST. MARY'S EXCEPT T87748; HERBERT ST PL H496 ST. MARY'S LYING W OF T89496; S/T T91957, T91958, T91959 T91960, T91961; SAULT STE. MARIE be passed in open Council this 20th day of March, 2023.

12.1.4 By-law 2023-33 (Property Sale) Yates Avenue – Chris Rollin in Trust 266 - 267

A report from Director, Economic Development and Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor A. Caputo

Secunder Councillor S. Spina

Resolved that By-law 2023-33 being a by-law to declare the City owned property legally described as being Part of Section 34 Korah being Part PIN 31609-0384 and more particularly described on Schedule "A" as surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to Chris Rollin in Trust for a Company to be Incorporated, or as otherwise directed be passed in open Council this 20th day of March, 2023.

12.1.5 By-law 2023-34 (Traffic) Amend Schedule "A" to Traffic By-law 77-200 269 - 269

Council Report was passed by Council resolution on February 21, 2023.

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2023-34 being a by-law to amend Schedule "A" to Traffic By-law 77-200 be passed in open Council this 20th day of March, 2023.

- 12.1.6 By-law 2023-35 (Agreement) Watch Tower Bible and Tract Society of Canada (Watchtower) 271 - 283**

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2023-35 being a by-law to authorize the execution of the Agreement between the City and the Watch Tower Bible and Tract Society of Canada (Watchtower) for the Watchtower Convention be passed in open Council this 20th day of March, 2023.

- 12.1.7 By-law 2023-36 (Agreement) RED Rural Economic Development Funding Downtown Plaza 285 - 289**

A report from the Deputy CAO, Community Development and Enterprise Services is on the Agenda.

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2023-36 being a by-law to authorize the execution of the Amending Agreement between the City and His Majesty the King in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Rural Economic Development (RED) program fund for the Downtown Plaza be passed in open Council this 20th day of March, 2023.

- 12.1.8 By-law 2023-37 (Official Plan Amendment) 690 Black Road (2640038 Ontario Inc., Scott Wolowich) 291 - 292**

Council report was passed by Council resolution on February 21, 2023.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2023-37 being a by-law to adopt Amendment No. 245 to the Official Plan for the City of Sault Ste. Marie (690 Black Road, 2640038 Ontario Inc. c/o Scott Wolowich) be passed in open Council this 20th day of March, 2023.

- 12.1.9 By-law 2023-38 (Zoning) 690 Black Road (2640038 Ontario Inc., Scott Wolowich) 294 - 296**

Council report was passed by Council resolution on February 21, 2023.

Mover Councillor A. Caputo

Secunder Councillor S. Spina

Resolved that By-law 2023-38 being a by-law to amend Sault Ste. Marie Zoning By-laws 2003-150 and 2005-151 concerning lands located at 690 Black Road (2640038 Ontario Inc., Scott Wolowich) be passed in open Council this 20th day of March, 2023.

12.1.10 By-law 2023-39 (Property Surplus and Sale) Housekeeping Repeal by-law 2016-148 110 Yates Avenue (Parniak) 298 - 298

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

Mover Councillor A. Caputo

Secunder Councillor S. Spina

Resolved that By-law 2023-39 being a by-law to repeal By-law 2016-148 being a by-law to authorize the sale of surplus property being 110 Yates Avenue (legally described as PT S.W. 1/4 SECTION 34 BEING PART 1 ON 1R13242; Sault Ste. Marie, Part PIN 31609-0368) to Nick Parniak be passed in open Council this 20th day of March, 2023.

12.1.11 By-law 2023-40 (Property) Repeal By-law 2021-155 Property Sale Yates Avenue (Ellsin) 300 - 300

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

Mover Councillor A. Caputo

Secunder Councillor S. Spina

Resolved that By-law 2023-40 being a bylaw to repeal By-law 2021-155 being a by-law to authorize the sale of surplus property on Yates Avenue being legally described as PART PIN 31609-0384 (LT) PART SECTION 34 PART 1 1R13791, TOWNSHIP OF KORAH, CITY OF SAULT STE. MARIE (Ellsin Environmental Ltd.) be passed in open Council this 20th day of March, 2023.

12.1.12 By-law 2023-41 (Engineering) Avery Construction Limited Wemyss Street Reconstruction Contract 2023-2E 302 - 305

A report from the Municipal Services and Design Engineer is on the Agenda.

Mover Councillor A. Caputo

Secunder Councillor S. Spina

Resolved that By-law 2023-41 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the reconstruction of Wemyss Street between Trelawne Avenue to Pim Street (Contract 2023-2E) be passed in open Council this 20th day of March, 2023.

- 12.1.13 By-law 2023-42 (Temporary Street Closing) Wemyss Street Reconstruction** 307 - 307
- A report from the position of Municipal Services and Design Engineer is on the Agenda.
- Mover Councillor A. Caputo
Secunder Councillor S. Spina
Resolved that By-law 2023-42 being a by-law to authorize the temporary closing of Wemyss Street between Trelawne Avenue and Pim Street including intersections; Trelawne Avenue from Wemyss Street to 100m west; and Fauquier Avenue from Beatrice Street to Wemyss Street from April 1, 2023 to December 15, 2023 to facilitate the Wemyss Street Reconstruction be passed in open Council this 20th day of March, 2023.
- 12.1.14 By-law 2023-43 (Agreement) Integrity Commissioner Extension Ironside Consulting Services Inc.** 309 - 311
- A report from the City Clerk is on the Agenda.
- Mover Councillor A. Caputo
Secunder Councillor S. Spina
Resolved that By-law 2023-43 being a by-law to authorize the execution of the amending Agreement between the City and Ironside Consulting Services Inc. for the provision of integrity commissioner services be passed in open Council this 20th day of March, 2023.
- 12.1.15 By-law 2023-44 (Agreement) Safe Restart Phase 4 Funding** 313 - 338
- A report from the Director, Community Services is on the Agenda.
- Mover Councillor A. Caputo
Secunder Councillor S. Spina
Resolved that By-law 2023-44 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for confirming the City of Sault Ste. Marie's interest in participation in SRA Phase 4 funding be passed in open Council this 20th day of March, 2023.
- 12.1.16 By-law 2023-45 (Agreement) Mill Market - Booth Purchase Loan** 340 - 347
- A report from the Deputy CAO, Community Development & Enterprises Services is on the Agenda.
- Mover Councillor A. Caputo
Secunder Councillor S. Hollingsworth
Resolved that by-law 2023-45 being a by-law to authorize the execution of the Agreement between the City and Mill Market Sault Ste. Marie for the loan for the construction of the vendor booths be passed in open Council this 20th

day of March, 2023.

12.1.17 By-law 2023-47 (Fire Services) Next Generation 9-1-1 Transfer Payment 349 - 373

A report from the Fire Chief is on the Agenda.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2023-47 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in right of Ontario as represented by the Solicitor General for grant funding from the province to assist with the integration and implementation of Next Generation 9-1-1 (NG-9-1-1), and to approve the transfer payment agreement be passed in open Council this 20th day of March, 2023.

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

12.2.1 By-law 2023-32 (Stop Up, Close, Convey) Part of Herbert Street 376 - 378

A report from the Solicitor is on the Agenda.

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2023-32 being a by-law to stop up, close and authorize the conveyance of a portion of Herbert Street, Dixon Subdivision, Plan 52431 be READ a FIRST and SECOND time in open Council this 20th day of March, 2023.

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that all By-laws under item 12.3 of the Agenda under date March 20, 2023 be approved.

12.3.1 By-law 2022-192 (Local Improvement) Biggings Avenue from Queen Street East to Wellington Street East 381 - 385

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2022-192 being a by-law to authorize the construction of Class "A" pavement on Biggings Avenue from Queen Street East to Wellington Street East be read a THIRD time and passed in open Council this 20th day of March, 2023.

12.3.2 By-law 2022-193 (Local Improvement) Wemyss Street from Pim Street to Trelawne Avenue 387 - 391

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2022-193 being a by-law to authorize the construction of Class "A" pavement on Wemyss Street from Pim Street to Trelawne Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a THIRD time and passed in open Council this 20th day of March, 2023.

12.3.3 By-law 2022-194 (Local Improvement) Blake Street from McNabb Street to Wawanosh Avenue 393 - 397

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2022-194 being a by-law to authorize the construction of Class "A" pavement on Blake Street from McNabb Street to Wawanosh Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a THIRD time and passed in open Council this 20th day of March, 2023.

12.3.4 By-law 2022-195 (Local Improvement) Stanley Street from Pine to Elizabeth Street 399 - 403

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2022-195 being a by-law to authorize the construction of Class "A" pavement on Stanley Street from Pine Street to Elizabeth Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a THIRD time and passed in open Council this 20th day of March, 2023.

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

14. Closed Session

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that this Council move into closed session to consider:

- one item concerning the security of property of the municipality;
- one item concerning a proposed disposition of land;
- one item concerning negotiations carried on or to be carried on by the municipality.

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.

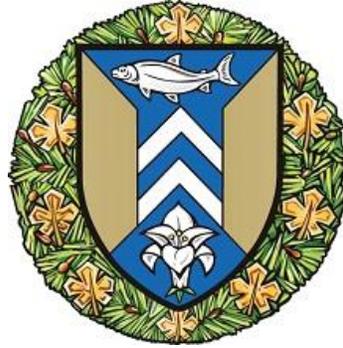
(Municipal Act section 239(2)(a) the security of the property of the municipality or local board; 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board and 239(2)(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board)

15. Adjournment

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Tuesday, February 21, 2023

4:30 pm

Council Chambers and Video Conference

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

Officials: M. White, R. Tyczinski, L. Girardi, K. Fields, S. Schell, P. Johnson, N. Ottolino, B. Lamming, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Tonazzo, C. Rumiell, R. van Staveren, (E. Cormier by video)

1. **Land Acknowledgement**

2. **Adoption of Minutes**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular and Budget Council Meetings of January 30, 2023 and Budget Meeting of February 13, 2023 be approved.

Carried

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

4. **Declaration of Pecuniary Interest**

4.1 Councillor S. Spina – Municipal Law and By-Law Enforcement Officers

Employer is contracted by the City

4.2 Councillor S. Spina – By-law 2023-27 (Parking) Municipal Law Enforcement Officers (By-law 90-305)

Employer is contracted by the City

4.3 Councillor S. Spina – By-law 2023-28 (Parking) Municipal By-law Enforcement Officers (By-law 93-165)

Employer is contracted by the City

5. Approve Agenda as Presented

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

Resolved that the Agenda for February 21, 2023 City Council Meeting and Addendum #1 as presented be approved.

Carried

6. Proclamations/Delegations

6.1 Heritage Week

6.2 Algoma University

Asima Vezina, President and Mario Turco, Chancellor were in attendance.

6.3 Pink Shirt Day

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

Resolved that all the items listed under date February 21, 2023 – Agenda item 7 – Consent Agenda save and except Agenda items 7.8. and 7.12 be approved as recommended.

Carried

7.1 2022 Council Remuneration and Expenses

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

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that the report of the Chief Financial Officer and Treasurer dated February 21, 2023 concerning 2022 Council Remuneration and Expenses and employee travel expenses be received as information.

Carried

7.2 Uniform Acquisitions – Fire Services

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

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

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

Carried

7.3 GFL Memorial Gardens Stair Improvements

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

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

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

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

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

Carried

7.4 2023 Arts and Culture Assistance Grants – Early Intake

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

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

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

Carried

7.5 Green Initiatives Program Applications

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

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

1. F.H Clergue Public School – Tree Planting Project – \$5,479.10
2. Clean North – Sault Area Hospital Tree Planting Project – \$9,259.81

Carried

7.6 Outside Agency Grant Agreements 2023

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

The relevant By-laws 2023-18, 2023-19, 2023-20, 2023-21, 2023-22 and 2023-23 are listed under item 12 of the Minutes.

7.7 Twin Pad Grand Opening Update

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

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

Carried

7.9 Transit Bus Advertising

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

The relevant By-law 2023-26 is listed under item 12 of the Minutes.

7.11 Yates Avenue – Trimount Construction Group Additional Property Request 162 Yates Ave.

The report of the Director of Economic Development was received by Council.

The relevant By-law 2023-24 is listed under item 12 of the Minutes.

7.13 Insurance Program Renewal – 2023-2024

The report of the Risk Manager was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

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

Carried

7.8 Mill Market Funding Update

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

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

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

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

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

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

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

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

And that the City and Mill Market commit to cover cost overruns as part of the project.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth		X		
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni		X		
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott		X		
Results	8	3	0	0
				Carried

7.10 Municipal Law and By-Law Enforcement Officers

Councillor S. Spina declared a conflict on this item. (Employer is contracted by the City)

The report of the Manager of Transit and Parking was received by Council.

The relevant By-laws 2023-27 and 2023-28 are listed under item 12 of the Minutes.

7.12 Parking on Morrison Avenue

The report of the Manager of Traffic and Communications was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Kinach

Resolved that the report of the Manager of Traffic and Communications dated February 21, 2023 concerning Parking on Morrison Avenue be received and that parking on both sides of the street be prohibited on a year-round basis.

An amending by-law will be brought to a future Council meeting.

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

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

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

The report of the Planner was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

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

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

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

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

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

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

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

8.8 Boards and Committees

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

9.1 Support for Ukraine

Moved by: Councillor S. Kinach
Seconded by: Councillor M. Bruni

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

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

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

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

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

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

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

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

Moved by: Councillor A. Caputo
 Seconded by: Councillor L. Vezeau-Allen

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

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

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

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

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

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

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

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

9.3 Anti-Hate Advisory Committee

Moved by: Councillor A. Caputo

Seconded by: Councillor C. Gardi

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

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

Whereas instances related to diversity, discrimination, hate and extremism, racial equity, anti-Black racism, racism against Indigenous peoples, homophobia, transphobia, xenophobia, Islamophobia, anti-semitism, and the lived experiences of persons of colour need to be

recognized and addressed in order for us to continue on the path of being a welcoming and progressive community; and

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

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

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

9.4 Downtown Parking Passes with Limited Time

Moved by: Councillor S. Hollingsworth
 Seconded by: Councillor A. Caputo

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

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

Whereas the City of Sault Ste. Marie continues to review ideas to create a positive environment when it comes to offering parking along Queen Street that meets the needs of the merchant and customer; and

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

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

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

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

9.5 Fruit Bearing Trees

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

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

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

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

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

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

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that all By-laws under item 12 of the Agenda under date February 21, 2023 be approved.

Carried

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

12.1.1 By-law 2023-18 (Agreement) The Art Gallery of Algoma Outside Agency Grant

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2023-18 being a by-law to authorize the execution of the agreement between the City and The Art Gallery of Algoma for a grant in the amount of \$298,550 to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors be passed in open Council this 21st day of February, 2023.

Carried

12.1.2 By-law 2023-19 (Agreement) Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. Outside Agency Grant

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2023-19 being a by-law to authorize the execution of the agreement between the City and Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. for a grant to assist with reducing the cost of policing and paying rewards be passed in open Council this 21st day of February, 2023.

Carried

12.1.3 By-law 2023-20 (Agreement) Algoma University Outside Agency Grant

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2023-20 being a by-law to authorize the execution of the agreement between the City and Algoma University for a grant in the amount of \$40,000 to assist in the provision of financial scholarships for local students and marketing and recruitment initiatives be passed in open Council this 21st day of February, 2023.

Carried

12.1.4 By-law 2023-21 (Agreement) Soo Pee Wee Arena Outside Agency Grant

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

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

Carried

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

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

Carried

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

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

Carried

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2023-24 being a by-law to declare the City owned property legally described as Part PIN 31609-0384 (LT) being part of Yates Avenue and more particularly described on Schedule "A" attached as surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to

Trimount Construction Group Inc. or as otherwise directed be passed in open Council this 21st day of February, 2023.

Carried

12.1.8 By-law 2023-26 (Agreement) 2601202 Ontario Ltd. O/A Northern Transit and Arena Advertising Agency (NTAAA)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2023-26 being a by-law to authorize the execution of the amending agreement between the City and 2601202 Ontario Ltd. O/A Northern Transit and Arena Advertising Agency (NTAAA) for the provision of selling advertising on City transit buses be passed in open Council this 21st day of February, 2023.

Carried

12.1.11 By-law 2023-29 (Agreement) TULLOCH Engineering Inc. 2023 Aqueduct Repairs

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2023-29 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. for design and contract administration for the 2023 Aqueduct Repairs contract be passed in open Council this 21st day of February, 2023.

Carried

12.1.9 By-law 2023-27 (Parking) Municipal Law Enforcement Officers (By-law 90-305)

Councillor S. Spina declared a conflict on this item. (Employer is contracted by the City)

Resolved that By-law 2023-27 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 21st day of February, 2023.

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

February 21, 2023 Council Minutes

Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	1	0
				Carried

12.1.10 By-law 2023-28 (Parking) Municipal By-law Enforcement Officers (By-law 93-165)

Councillor S. Spina declared a conflict on this item. (Employer is contracted by the City)

Resolved that By-law 2023-28 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 21st day of February, 2023.

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

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

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

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

14. Closed Session

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

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

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

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

Carried

15. Adjournment

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

Meeting No.
Date 3/20/2023
Item No. 6.1

**Regular Council Meeting
Proclamations/Delegations**

1. Subject:

2Spirit Awareness Week

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

- 2Spirit Pride March 2023 (002).doc



OFFICE OF THE MAYOR

PROCLAMATION

- WHEREAS** The Missing and Murdered Indigenous Women and Girls Inquiry released their final report in 2019 which included Indigenous – 2SLGBTQIA+ people, their histories and experiences of gender based violence and systemic discrimination; and
- WHEREAS** In 2021, the MMIWG 2SLGBTQIA+ Inquiry released an additional report which highlights Section 18 and the 32 Calls to Justice of the MMIWG & 2SLGBTQIA+ National Action Plan; and
- WHEREAS** In 2022, the Community-Based Research Centre launched a Two-Spirit Celebration and Indigenous LGBTQIA+ Awareness Day throughout British Columbia; and
- WHEREAS** On November 9, 2022 a local grassroots committee of 2Spirit people and allies organized and hosted the first 2Spirit gathering in Bawating and the North Shore of Lake Superior and Huron which gathered community members and service providers to bring awareness of the needs of 2Spirit, Indigi-Queer and Indigenous LGBTQIA+ people locally:

NOW THEREFORE, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, do hereby proclaim the week of **March 20 to March 24, 2023 as 2Spirit Awareness Week and on March 20, a 2Spirit Pride Flag was raised to commemorate the first 2Spirit Awareness Day in Sault Ste. Marie and Bawating.** I encourage all residents to join us in events happening throughout the week.

Signed,

Matthew Shoemaker
MAYOR

Meeting No.
Date 3/20/2023
Item No. 6.2

**Regular Council Meeting
Proclamations/Delegations**

1. Subject:

World Water Day

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

- World Water Day.doc



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Indigenous peoples are the current and traditional custodians of the land, water and species that inhabit the earth. Celebrating and protecting water on Turtle Island and in this incredible region at the heart of the Upper Great Lakes is all of our responsibility; and

WHEREAS Since 1992, the United Nations has designated March 22nd of every year as World Water Day which focuses on the importance of water and raises awareness to inspire action about the global water crisis. The theme for this year is “Accelerating Change” and encourages people to take action by changing the way they use, consume and manage water in their lives; and

WHEREAS World Water Day provides an opportunity to make a difference in our community. Sault Ste. Marie invites all residents and business to participate in a series of bi-national community World Water Day events. Sault Ste. Marie wishes to acknowledge and respect the importance of protecting this freshwater for today and generations to come.

NOW THEREFORE, I, Matthew Shoemaker, as Mayor of the City of Sault Ste. Marie, do hereby proclaim March 22, 2023 as World Water Day in Sault Ste. Marie. All residents are encouraged to learn about our waterways and find actions that each of us can take to protect and restore this amazing source of freshwater all around us.

Signed,

Matthew Shoemaker
MAYOR

Meeting No.
Date 3/20/2023
Item No. 6.3

**Regular Council Meeting
Proclamations/Delegations**

1. Subject:

Community Recognition Award

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 6.4

**Regular Council Meeting
Proclamations/Delegations**

1. Subject:

Audit and Accountability Fund – Waste Collection Options Study

2. Initiated By:

3. Referred By:

4. Decision Required:

Rick Talvitie, AECOM

5. Documents attached:

- Waste Collections Options Study.pdf

City of Sault Ste. Marie Waste Collection Options Study

Municipal Council Presentation

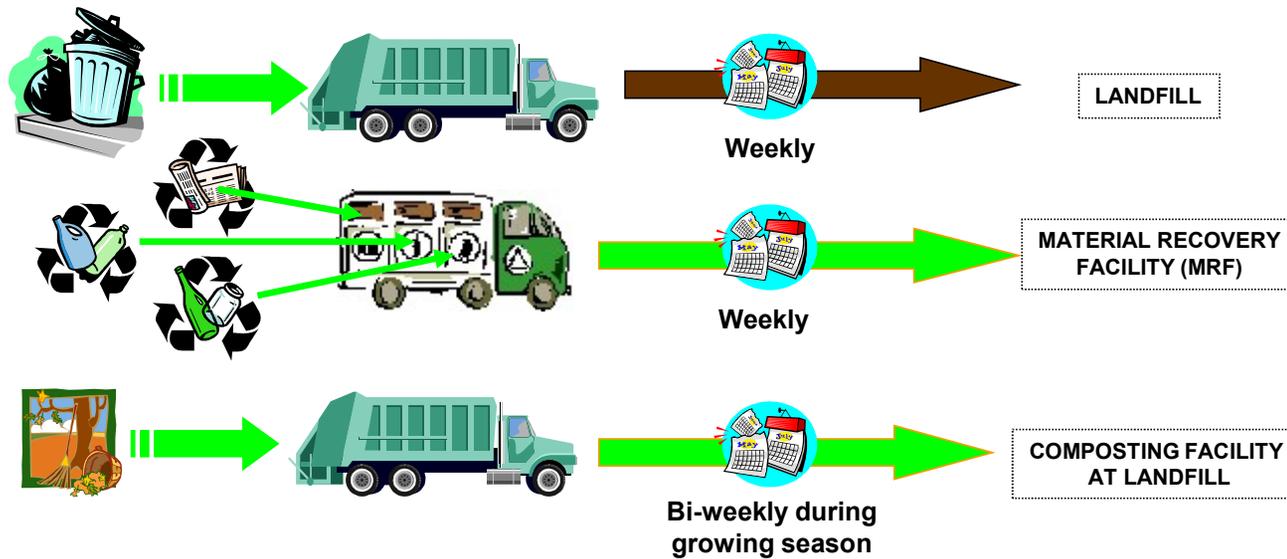
March 20, 2023

Delivering a better world

Agenda

1. Existing Residential Waste Collection System
2. Collection System Changes
3. Other Municipal Waste Collection Systems
4. Waste Collection Frequency Options and Evaluation
5. Waste Collection Implementation Options and Evaluation
6. Other Collection System Considerations
7. Conclusions

Existing Residential Waste Collection System



Waste Stream Collected	City/Contractor Collection Forces	Week 1 Collection			Week 2 Collection		
		No. of Trucks per Stop	Vehicle Type	Type of Collection	No. of Trucks per Stop	Vehicle Type	Type of Collection
Garbage	City/Contractor	Truck #1	Single Body	Automated	Truck #1	Single Body	Automated
Recycling	Contractor	Truck #2	Split Body ²	Automated	Truck #2	Split Body ²	Automated
Leaf & Yard ¹	City	-	-	-	Truck #3	Single Body	Manual

Notes:

1. L&Y collection during growing season only.
2. Split body trucks are used for dual-stream recycling collection only and not for different waste streams.

Existing Residential Waste Collection System

- City's current waste collection fleet and estimated retirement year.

Vehicle Description	Vehicle Load Capacity	Year Acquired	Estimated Retirement Year
2010 Freightliner M2 106V	27,216 kg	2010	2023
2010 Freightliner M2 106V	27,216 kg	2010	2023
2011 Freightliner M2 106V w/Auto Arm ¹	27,216 kg	2011	2024
2012 International 7400	28,000 kg	2012	2024
2016 Freightliner 108SD w/Auto Arm ¹	28,000 kg	2016	2025
2020 Freightliner 108SD w/Auto Arm	28,000 kg	2019	2029
2020 Freightliner 108SD w/Auto Arm	28,000 kg	2019	2029

Notes: 1. Labrie automated arm retrofit.

Collection System Changes

Blue Box Recycling Program Transition

- Blue Box programs in Ontario transitioning to full producer responsibility between July 1, 2023 and December 31, 2025 under the Resource Recovery and Circular Economy Act (RRCEA) and the Blue Box Regulation (O. Reg. 391/21).
- City of Sault Ste. Marie transitioning September 2023 and has been working with Circular Materials Ontario (CMO), a national not-for-profit Producer Responsibility Organization (PRO), to assist with Sault Ste. Marie's recycling program transition.
- Sault Ste. Marie's recycling program details will remain the same until at least December 31, 2025:
 - GFL will remain the collection Contractor.
 - Collection will remain weekly.
 - Collection will remain as two-stream using existing curbside split-body carts.

Food and Organic Waste Policy Statement (2018)

- City mandated to provide curbside collection of food and organic waste for single family dwellings with the expectation that they will achieve a 50% waste reduction and resource recovery of food and organic waste by approximately 2025.

Other Municipal Waste Collection Programs

- Also surveyed several waste collection programs with manual collection.
- Most popular collection frequency approach:
 - Weekly collection of organics
 - Bi-weekly collection of garbage
 - Bi-weekly collection leaf & yard waste
- Split body collection vehicles are the most popular vehicle type among the programs studied.

Municipal Waste Collection Program Information (Automated Collection)

Municipality	Collection Type	Waste Stream Collected	Vehicle Type	
			Week 1	Week 2
Guelph, City of	Automated ⁵	Garbage	Truck 1 - Split	
		Organics	Truck 1 - Split	Truck 1 - Split
		Recycling		Truck 1 - Split
		Yard Waste	Truck 2 - Single	
Peel, Region of (Program No. 1) ¹	Automated ⁵	Garbage	Truck 1 - Single	
		Organics	Truck 2 - Single	Truck 1 - Single
		Recycling		Truck 2 - Single
		Yard Waste		Truck 3 - Single
Peel, Region of (Program No. 2) ¹	Automated ⁵	Garbage	Truck 1 - Single	
		Organics	Truck 2 - Split and Single	Truck 1 - Split
		Recycling		Truck 2 - Single
		Yard Waste		Truck 3 – Split and Single
Simcoe, County of ²	Automated ⁵	Garbage	Truck 1 - Split	
		Organics	Truck 1 - Split	Truck 1 - Split
		Recycling		Truck 1 - Split
		Yard Waste	Truck 2 - Single	
Thunder Bay, City of ³	Automated ⁵	Garbage	Truck 1 - Split	
		Organics	Truck 1 - Split	Truck 1
		Recycling		Truck 2
		Yard Waste	4x per Year	
Toronto, City of ⁴	Automated ⁵	Garbage	Truck 1 - Single	
		Organics	Truck 2 - Single	Truck 1 -Single
		Recycling		Truck 2- Single
		Yard Waste	Truck 3 - Single	

Notes:

1. Region of Peel has two separate collection programs.
2. County of Simcoe collection information obtained from Municipal website.
3. City of Thunder Bay information is based on a recommended collection program beginning in 2025 (City of Thunder Bay – Development of an Organics Diversion Program Implementation Plan, EXP Services Inc., May 2022).
4. City of Toronto collection information obtained from Municipal website.
5. Automated collection excludes yard waste collection.



Summary of Organics and Garbage Collection Frequency, Cart Sizes and Set-Out Limits

- All but one Municipality collects organics weekly.
- Most Municipalities that collect organics, collect garbage bi-weekly.
- Most Municipalities with bi-weekly garbage collection have set-out limits of 2-3 bags or containers.
- Larger organics cart sizes (i.e., 80L-120L) typically associated with automated collection and smaller cart sizes (i.e., 46L) associated with manual collection.

MUNICIPALITY	ORGANICS CART SIZE (LITRES)	ORGANICS COLLECTION FREQUENCY	GARBAGE CART SIZE (LITRES) ²	GARBAGE COLLECTION FREQUENCY	GARBAGE SET-OUT LIMIT ³
Barrie, City of	46	Weekly	-	Bi-weekly	2 Bags/Containers
Dufferin, County of	46	Weekly	-	Weekly	1 Bag/Container
Durham, Region of	46	Weekly	-	Bi-weekly	4 Bags
Greater Sudbury, City of	46	Weekly	-	Bi-weekly	2 Bags/Containers
Guelph, City of	80	Weekly	240, 360	Bi-weekly	-
Halton, Region of	46	Weekly	-	Bi-weekly	3 Bags/Containers
Hamilton, City of	46, 120	Weekly	-	Weekly	1 Bag/Container
Kingston, City of	46, 80	Weekly	-	Weekly	1 Bag/Container
Markham, City of	46	Weekly	-	Bi-weekly	No Limit
Newmarket, Town of	46	Weekly	-	Bi-weekly	3 Bags
Niagara, Region of	46	Weekly	-	Bi-weekly	2 Bags/Containers
Northumberland, County of	46	Weekly	-	Weekly	2 Bags
Orillia, City of	46	Weekly	-	Bi-weekly	20 Bags Annually ⁴
Ottawa, City of	46, 80	Weekly	-	Bi-weekly	6 Bags/Items
Peel, Region of	100	Weekly	120, 240, 360	Bi-weekly	-
Richmond Hill, City of	46	Weekly	-	Bi-weekly	3 Bags/Containers
Simcoe, County of	120	Weekly	120, 240	Bi-weekly	-
St. Thomas, City of	240 ¹	Bi-weekly	-	Weekly	2 Bags/Containers
Thunder Bay, City of ⁵	46, 80	Weekly	-	Bi-weekly	2 Bags/Items
Toronto, City of	100	Weekly	75, 120, 240, 360	Bi-weekly	-
Vaughn, City of	46	Weekly	-	Bi-weekly	3 Bags/Containers
Waterloo, Region of	46	Weekly	-	Bi-weekly	3 Bags/Containers

Notes:

1. City of St. Thomas comingles organics and leaf & yard waste in 240L organics cart (Fall has separate collection of leaf & yard waste) AND is the only Municipality that collects organics bi-weekly.
2. Garbage cart sizes apply to automated collection programs only.
3. Set-out limits include "free" items. Additional bags/items may be set-out with the purchase of bag tags for most Municipalities.
4. City of Orillia provides each household with 20 free bag tags annually. Additional bags may be set-out with the purchase of tags.
5. City of Thunder Bay information is based on their proposed collection program beginning in 2025 (City of Thunder Bay – Development of an Organics Diversion Program Implementation Plan, EXP Services Inc., May 2022). Recommended organics cart size for manual collection is 46L and 80L for automated collection.



Waste Collection Frequency Options and Evaluation

Frequency Collection Option No.	Weekly Collection of Waste Stream	Bi-Weekly Collection of Waste Stream
1	Organics ¹	Garbage Yard Waste ²
2	Organics ¹ Garbage	Yard Waste ²
3	Organics ¹ Yard Waste ²	Garbage
4	Garbage	Organics ¹ Yard Waste ²
5	Organics ¹ Garbage Yard Waste ²	

Notes:

- Option for bi-weekly organics collection during winter months.
- L&Y waste collection during the growing season only.

- Most popular approach among Municipalities (i.e., approach used by 12/20 Municipalities reviewed).
- Weekly organics collection less likely to cause health/nuisance issues during summer months (i.e., insects, rodents, odours, etc.).
- Higher diversion participation rates proven with bi-weekly garbage collection.
- Bi-weekly garbage collection more cost efficient relative to weekly collection.
- Volume of garbage reduced with SSO collected separately.
- Existing garbage carts adequately sized for bi-weekly garbage collection.
- Garbage with organics removed should not generate significant nuisance impacts (eg. odours, pests) over the longer storage period.
- Bi-weekly L&Y waste collection more cost efficient relative to weekly collection. L&Y waste creates no significant nuisances over a two-week storage period.

Waste Collection Implementation Options and Evaluation

Collection Approach Option No.	Description	Trucks Required
1	Single Body Vehicles (Automated with Dual Arms)	8 Single Body Vehicles - 2 duty trucks for three routes/day - 1 L&Y - 1 spare
2	Split Body Vehicles (Automated with Single Arm and Cart Tipper)	5 Split Body Vehicles - 1 duty truck for three routes/day - 1 L&Y - 1 spare
3	Split Body Vehicles (Automated with Single Arm but can be equipped with cart tipplers on the left side for added flexibility and redundancy) + Single Body Vehicles (Automated with Dual Arms)	3 Split Body Vehicles + 2 Single Body Vehicles - 1 duty truck (split body) for three routes/day = 3 trucks - 1 Organics + L&Y (single body) - 1 Garbage + L&Y/spare (single body)

- All organic and garbage collection can be accomplished with automated arms which is more preferred.
- Option to co-collect organics and L&Y during slower growth period.
- More cost efficient with less collection vehicles required.
- Most cost efficient in terms of labour resource requirements.
- Fewer vehicles on the road relative to Option 1 resulting in less environmental impacts/GHG.



Other Collection Considerations

Additional collection implementation considerations that were evaluated as part of this study include the following:

- Hybrid collection approach using both City and Contractor forces preferred – redundancy of service, competitive environment, reduced risk of monopoly, less complacency/continued improvement and enhanced knowledge.
- Hybrid collection approach based on material division not preferred – more vehicles required, less efficient and more costly.
- Automated vs. manual waste collection – automated more efficient operationally and most importantly reduces worker injuries.
- Electric/alternative fuel collection vehicles – cost prohibitive, lack of supporting infrastructure and repair technicians.

Conclusions

Preferred Waste Collection Frequency Option

The preferred waste collection frequency option is Option No. 1 which includes:

- Weekly collection of organics
- Bi-weekly collection of garbage
- Bi-weekly leaf & yard waste throughout the growing season

Preferred Waste Collection Implementation Option

The preferred waste collection implementation option is Option No. 3 which includes:

- 3 split body vehicles – automated with single arm on right and cart tipper on left (note: split body collection vehicles cannot accommodate automated arms on both sides of vehicle)
 - 1 duty truck (split body) for three routes/day
- 2 single body vehicles – automated with dual arms (left and right)
 - 1 organics + leaf & yard (single body)
 - 1 garbage + leaf & yard/spare (single body)



Questions?



Meeting No.
Date 3/20/2023
Item No. 6.5

**Regular Council Meeting
Proclamations/Delegations**

1. Subject:

Audit and Accountability Fund – Winter Control

2. Initiated By:

3. Referred By:

4. Decision Required:

Brian Bourns, Maclaren

5. Documents attached:

- Winter Control Presentation.pptx

CITY OF SAULT STE. MARIE

WINTER CONTROL BUDGETING AND OPERATIONAL APPROACH



Maclaren Municipal Consulting

March 20, 2023

Page 60 of 403

Recent History

Service Review in 2019

- Found service levels were higher than other northern cities – but justified due to more severe conditions
- Led to \$500K budget reduction

Service Levels Reviewed by Staff 2021

- Higher than standard residential plowing
- Council decided not to reduce service levels due to unique conditions

Current Review 2022

- Review of the operational and budgetary systems
- Review included
 - Collection and analysis of reports and data
 - Interviews with City staff, tour of site and equipment
 - Comparative analysis of other northern jurisdictions
- Important Factors
 - SSM has an average of 320 cm of snow – among the highest in Canada
 - Lake effect snow (and rain) at eastern end of Lake Superior
 - Three different “micro-climates” within the City, each with different requirements
 - SSM ranked one of most severe winter weather areas by Provincial Winter Weather Severity

Most Approaches are Appropriate

- Four shifts for sanders allows rapid response to events 24/7
- Two shifts for plows, with overtime for weekend events
- Sidewalks maintained, but only when criteria met
- Snow removal uses resources between events and 7 snow dumps is excellent
- 24 hr. switchboard takes complaints/calls and allows response to issues

Some Improvements Possible

- Reduce volumes of sand and salt by implementing:
 - Pre-wetting materials as dispersed
 - Phase in with new vehicles
 - Anti-icing (distribution before events)
 - Requires some new vehicle
 - Requires a brine station, and eventually other materials
 - Suggest sand pile be covered with tarps

Some Improvements Possible

- Combine salt/sand routes with plow routes
 - Phase in over time, biggest saving opportunity
- Continue to review sidewalks each fall, consider pedestrian volumes as well
- Abandon the “two-foot rule”
 - Biggest source of complaints, time to investigate
 - Results are inconsistent, unfair
 - May require a grant to support low-income elderly, handicapped residents

Some Improvements Possible

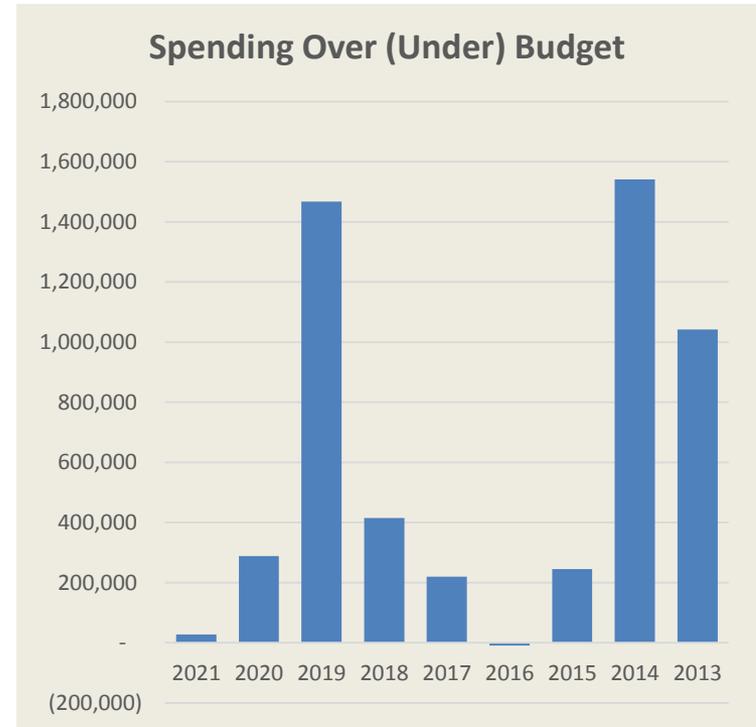
- Support fleet changes – FMIS, improved charge-out approach, quicker replacements
- Support use of hired trucks for snow removal
- Hiring process must be accelerated

Budget/Financial Processes

- Some excellent aspects
 - Captures expenditures both by activity (plowing, sanding, sidewalks, etc.) and by cost (wages, materials, vehicles, etc.)
- Some unusual aspects (though not savings)
 - Management and supervisory costs are not allocated to activities
 - Street sweeping is a “winter” activity
 - Budget for full staffing

Budget

- Spending was only less than budget once
 - low expenditures correlate to really good weather
- Spending was over budget from \$30,000 to \$1,540,000 in the other years
- Budgets averaged \$6.9M over the last ten years, while expenditures averaged \$7.5M – a difference of \$580,000 on average



Actual Expenditures

	Average	Low	High
Salting/Sanding	1,771,880	1,414,842	2,024,990
Street Plowing	1,763,369	987,297	2,503,083
Sidewalks	823,983	540,436	1,094,204
Snow Removal	1,150,874	250,015	1,679,623
Potholes	569,491	390,557	809,106
Drainage/ditches	393,754	197,283	541,363
Sweeping	791,873	618,327	953,409
Other duties	226,810	52,733	500,127
Other items	134,109	70,111	280,980
Recoveries from Clients/Departments	(115,807)	(199,922)	(67,403)
Total Costs	7,510,336	6,145,268	9,179,759

Budget

- There is a Winter Control reserve - \$900K – but it has never been used
- Expenditures vary based on the weather – which is never known when the budget is prepared
- The budget should be increased to the level of expenditure in an “average” winter.
- Future budgets should recognize inflation and any change in the number of lane kms maintained
- The Winter Control Reserve Fund should be used to Adjust actual expenditures

Thank you very much

- Maclaren Municipal Consulting has enjoyed working on this project
- Staff have been very co-operative and helpful in the process.

Meeting No.
Date 3/20/2023
Item No. 7.1

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Correspondence

2. Initiated By:

3. Referred By:

4. Decision Required:

Minister of Energy to Mayor Shoemaker regarding Independent Electrical System Operator support

5. Documents attached:

- Minister of Energy - City of Sault Ste Marie.pdf

Ministry of Energy

Office of the Minister

77 Grenville Street, 10th Floor
Toronto ON M7A 2C1
Tel.: 416-327-6758

Ministère de l'Énergie

Bureau du ministre

77, rue Grenville, 10^e étage
Toronto ON M7A 2C1
Tél. : 416-327-6758



MAR 13 2023

His Worship Matthew Shoemaker
Mayor
City of Sault Ste Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mayor Shoemaker:

I am writing to thank you for your Council's leadership and support for our government's work to ensure that Ontarians can count on a reliable, affordable and clean electricity grid.

Ontario's economy and population are continuing to grow, and work to electrify transportation and industrial processes is advancing. To support this growth, we know we have to be ready to build out our electricity system to keep up with rising demand.

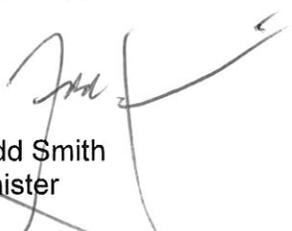
New electricity generation and storage are needed to enable that electrification, support a growing population and attract new investment in the province's economy. As you know, at our government's direction the Independent Electricity System Operator (IESO) is working to procure new resources through competitive processes that will ensure the long-term reliability of the system while keeping costs down for ratepayers.

Your partnership is vital to developing these new energy projects, and further to my letter of December 23, 2022, the IESO has made it very clear that for projects to be eligible to compete in the procurements, a municipal council resolution declaring support for that project was mandatory. This is to ensure that proposed projects are only built in willing host communities.

I was pleased to learn that your Council has passed such a resolution declaring that your community is supportive of future energy development. I'd like to personally recognize you as one of Ontario's Energy Champions.

Thank you again for supporting our work to build out Ontario's world-class electricity system and for doing your part to keep it reliable, affordable and clean.

Sincerely,


Todd Smith
Minister

c: Hon. Joe Oliver, PC, Board Chair, IESO
Lesley Gallinger, President and Chief Executive Officer, IESO

Meeting No.
Date 3/20/2023
Item No. 7.2

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Corporate Strategic Plan 2023 – 2027

2. Initiated By:

3. Referred By:

4. Decision Required:

A report of the CAO will appear on an Addendum to the Agenda.

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 7.3

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Streamline Development Approval Fund Project Update

2. Initiated By:

3. Referred By:

4. Decision Required:

A report of the CAO will appear on an Addendum to the Agenda.

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 7.4

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

2022 Investment Report

2. Initiated By:

Finance

3. Referred By:

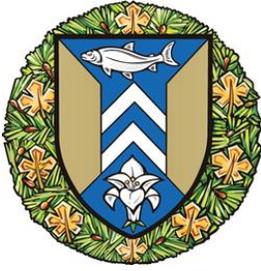
Shelley Schell

4. Decision Required:

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

5. Documents attached:

- 2022 Investment Report.docx
- Appendix A Short Term Investments.pdf



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

C O U N C I L R E P O R T

March 20, 2023

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

Purpose

The purpose of this report is to provide Council the annual report of investments made by the municipality.

Background

Regulation 438/97 of the Municipal Act, 2001 requires the Treasurer to provide an annual report of investments made by the municipality.

Analysis

The Investment Policy recommends a reasonable diversification of the portfolio to provide a more acceptable level of risk exposure. As well investments are to be structured to be concurrent with anticipated cash demands.

The investment returns by portfolio include:

- Bank interest on the main general account of \$1,366,678 – rate of return 2.68% (2021 – 0.89%)
- Short Term Investments: Canaccord Genuity investment growth \$464,253 – Weighted Average Yield 4.0% (2021-1.15%) (Appendix A)
- Care & Maintenance Funds: RBC Dominion Securities Inc. net investment return \$66,332 – Rate of Return 1.53% (2021-2.26%) (Appendix B)

Financial Implications

Investment income provides a non-tax revenue source to the City and assists in providing funding for capital and operations.

Strategic Plan / Policy Impact / Climate Impact

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

2022 Investment Report

March 20, 2023

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated March 20, 2023 concerning the 2022 Investment Report be received as information.

Respectfully submitted,

Shelley J. Schell, CPA, CA

Chief Financial

Officer/Treasurer

705.759.5355

s.schell@cityssm.on.ca



Canaccord Genuity

CASH
MANAGEMENT
GROUP



SAULT STE. MARIE

PORTFOLIO REVIEW

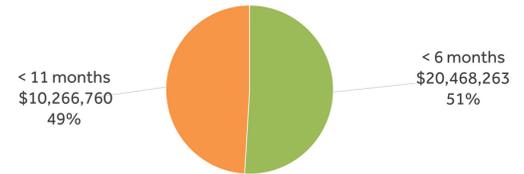
December 31st, 2022



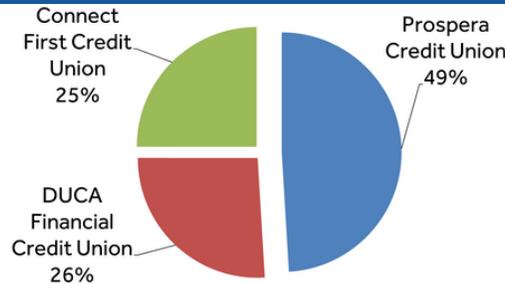
Holdings

Issuer		Market Value	%
1	PROSPERA CSH GIC 3.85% 09NOV23	\$ 10,266,760	49%
2	DUCA GIC 3.7% 14JUN23CR	\$ 5,435,196	26%
3	CONNECT FIRST GIC 4.6% 13JUN23	\$ 5,230,561	25%
Total		\$ 20,932,517	100%

Maturity Allocation



Counterparty Exposure



Portfolio Characteristics

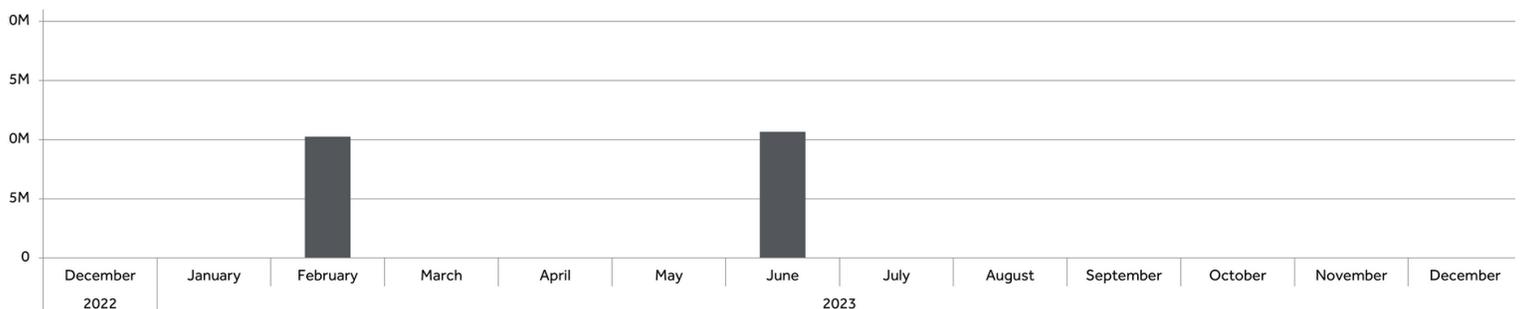
	December 31st, 2021	December 31st, 2022	Difference
Market Value	\$20,468,263.00	\$20,932,516.76	\$464,253.76
WAM (Days)	164	237	73
WAM (Months)	5.5	7.9	2.4
WAM (Years)	0.45	0.65	0.20
WAY	1.15%	4.00%	2.85%
Holdings	3	3	0

* All data is current as of December 31st, 2022

WAM = Weighted Average Term to Maturity

WAY = Weighted Average Yield

Liquidity Schedule



Recommendation

2022 was marked by the Bank of Canada's aggressive interest rate hikes. The City of Sault Ste. Marie was able to benefit from these increases by pursuing a yield pick up strategy where the majority of their funds were invested into cashable GICs and quickly moved into higher-yielding GICs after every rate hike by the Bank of Canada. Economists are predicting that we have reached or are approaching an interest rate peak, therefore, we recommend a laddered investment strategy to try to maximize the yield on the portfolio by locking funds for a longer term to lock in higher rates. Should the City of Sault Ste. Marie have the liquidity to lock in funds, we are certain that in a 2 to 3-year time horizon, an investment locked in right now yielding above 5% will look very attractive in your portfolio.

The majority of the City's investments are either coming up for maturity or will become cashable in mid-June 2023, which should be good timing to deploy a laddered investment strategy. Therefore, we recommend the City to monitor its cash flow and lock in funds as long as possible before we start seeing interest rates decline.

Meeting No.
Date 3/20/2023
Item No. 7.5

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Northern Community Centre Twin Pad Revised Financing Term

2. Initiated By:

Finance

3. Referred By:

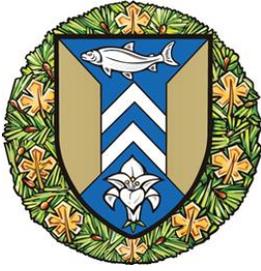
Shelley Schell

4. Decision Required:

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

5. Documents attached:

- NCC Twin Pad Expansion-Revised Debt Financing Term.docx



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

COUNCIL REPORT

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer &
Treasurer
DEPARTMENT: Corporate Services
RE: Revised Financing Term-NCC Twin Pad Expansion

Purpose

The purpose of this report is to provide Council with information and a recommendation regarding the debt servicing term for the NCC-Twin Pad Expansion.

Background

On December 7, 2020 Council approved the funding of the Twin Pad project through long term debt up to \$28,800,000. The Borrowing by-law approving the long term debt was approved by Council on January 11, 2021. Application was made to Infrastructure Ontario and was approved and the agreement signed April 16, 2021.

On May 31, 2021 Provincial funding was announced for \$18,332,647 for the project. The total project was approved in the amount of \$32,809,500, resulting in a decrease of long term debt to \$14,500,000. The agreement with IO was amended to reflect the new amount on June 25, 2021. The term of the debt remained at 25 years.

Analysis

With the grand opening of the NCC-Twin Pad Arenas on March 6, 2023 the draw of the debt for the project will be finalized. As noted the approval term is currently at 25 years. There is an opportunity to reduce the loan term to 15 years resulting in an interest savings of approximately \$4.3 million.

Revised Financing Term-NCC Twin Pad Expansion

March 20, 2023

Page 2.

The 2023 approved operating budget provided \$1.4 million in debt servicing, based upon a 15 year term. The debt servicing and interest costs for various terms based upon the IO rates at February 3, 2023 are:

Term	Annual Repayment	Total Interest for Term	Interest Rate
15 year	\$1,311,455	\$5,171,775	4.08%
20 year	\$1,090,688	\$7,313,750	4.25%
25 year	\$ 959,830	\$9,495,755	4.32%

It is recommended that Council approve the amendment of the loan term to 15 years. IO will have to complete a subsequent review and approval for the change in the loan term after which the process to draw the full loan will begin.

Delegated authority under by-law 2021-5, which authorized the long term borrowing, allows for the Mayor and Treasurer to negotiate and enter into, execute and deliver for and on behalf of the Municipality a financing agreement with IO for this capital project. There will be a debenture by-law that will be passed at Council at a later date.

Financial Implications

The change in the approved loan term from 25 years to 15 years will provide a savings of \$4.3 million based upon current borrowing rates. Debt servicing of \$1.31 million for a 15 year term can be accommodated in the 2023 operating budget.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated March 20, 2023 regarding the revised debt financing term for the NCC Twin Pad Expansion from 25 years to 15 years be approved.

Respectfully submitted,

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

Meeting No.
Date 3/20/2023
Item No. 7.6

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Property Tax Appeals

2. Initiated By:

Finance

3. Referred By:

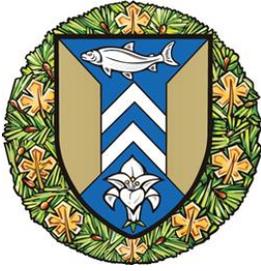
Lisa Petrocco

4. Decision Required:

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

5. Documents attached:

- 2023 Property Tax Appeals - March 2023.docx
- 357 Realty Worksheet 2023 03 20.pdf
- 354 Realty Uncollectible 2023 03 20.pdf



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

March 20, 2023

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

Purpose

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

Background

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

Analysis

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

Financial Implications

There is an annual budget allocation for tax write-offs. The decreased revenue of \$25,226.64 can be accommodated within the existing budget allocation.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation dated March 20, 2023 concerning Property Tax Appeals be received and that the recommendation that the tax records be amended pursuant to Sections 354 and 357 of the Municipal Act be approved.

Respectfully submitted,

Lisa Petrocco, CPA, CGA
Manager of Taxation
705.541.7065
l.petrocco@cityssm.on.ca

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

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

DATE: 2023 03 20
PAGE: 1 of 1

ROLL #	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
					2022			
010-008-121-00	01409 QUEEN ST E	MACDOUGALL, CHARLOTTE ANNE	RT	D(i)	22-026	(395.66)	-	(395.66)
010-060-101-00	00505 RIVER RD	JOHNSON TERRANCE MICHAEL	RT	D(i)	22-027	(1,368.32)	(30.60)	(1,398.92)
030-075-011-93	00738 OLD GARDEN RIVER RD	GOUGH GEORGE MIRTON ESTATE	CT/CU>RT	A	22-028	(2,985.52)	(9.77)	(2,995.29)
030-085-116-00	00311 FOURTH LINE E	WATT DONALD JODY	CT/RT	A	22-029		Assessment Confirmed	
040-006-019-00	00188 BLOOR ST W	BERTOLO STEPHEN	RT	D(i)	22-030	(71.68)	-	(71.68)
040-021-083-00	00124 DENNIS ST	SAULT STE MARIE HOUSING CORPORATION	RT	C	22-031		Assessment Confirmed	
040-029-053-00	00267 HURON ST	13756327 CANADA INC	RT	D(i)	22-032	(20.32)	(2.27)	(22.59)
050-003-029-00	00714 SHARFER AVE	WESSEL KARL JOSEPH	RT	D(i)	22-033	(229.67)	(0.74)	(230.41)
050-021-070-00	00318 KINGSFORD RD	GUZZO-FOLIARO, MAURO	RT	D(i)	22-034	(609.97)	(22.10)	(632.07)
060-029-029-00	00386 BORDEN AVE	HAPPY GILMORE INC	RT	D(i)	22-035	(64.50)	(4.88)	(69.38)
060-070-114-21	00041 PARKEWOOD DR	SAULT STE MARIE CITY	RT>E	C	22-036	(825.63)	(108.21)	(933.84)
060-070-114-30	00005 PARKEWOOD DR	SAULT STE MARIE CITY	RT>E	C	22-037	(770.06)	(101.32)	(871.38)
060-085-080-00	00261 POINTE LOUISE DR	FLAMMIA FRANCESCO	RT	D(i)	22-038	(2,683.29)	-	(2,683.29)
060-085-098-00	00151 POINTE LOUISE DR	LUKENDA JANICE	RT	D(i)	22-039	(1,561.82)	(48.44)	(1,610.26)

REPORT TOTAL \$ (11,586.44) \$ (328.33) \$ (11,914.77)

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

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

**RECOMMENDATION TO STRIKE
UNCOLLECTIBLE TAXES OFF THE ROLL
PURSUANT TO SECTION 354(2) OF THE
MUNICIPAL ACT, 2001, S.O. 2001, c. 25**

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

DATE: 2023 03 20

ROLL NUMBER	PROPERTY ADDRESS	REASON	TAX YEAR & TAX CLASS	MUNICIPAL TAXES	EDUCATION TAXES	TOTAL TAXES	INTEREST	CANCELLATION TOTAL
			2015					
060-070-114-21	00041 Parkewood Ave	City Owned Property	RT	\$ (292.18)	\$ (42.00)	\$ (334.18)	\$ (296.68)	\$ (630.86)
060-070-114-30	00005 Parkewood Ave	City Owned Property	RT	\$ (265.84)	\$ (38.21)	\$ (304.05)	\$ (269.70)	\$ (573.75)
			2016					
060-070-114-21	00041 Parkewood Ave	City Owned Property	RT	\$ (580.08)	\$ (83.66)	\$ (663.74)	\$ (504.62)	\$ (1,168.36)
060-070-114-30	00005 Parkewood Ave	City Owned Property	RT	\$ (527.94)	\$ (76.14)	\$ (604.08)	\$ (459.44)	\$ (1,063.52)
			2017					
060-070-114-21	00041 Parkewood Ave	City Owned Property	RT	\$ (661.78)	\$ (88.93)	\$ (750.71)	\$ (456.84)	\$ (1,207.55)
060-070-114-30	00005 Parkewood Ave	City Owned Property	RT	\$ (610.17)	\$ (82.00)	\$ (692.17)	\$ (421.10)	\$ (1,113.27)
			2018					
060-070-114-21	00041 Parkewood Ave	City Owned Property	RT	\$ (641.94)	\$ (83.76)	\$ (725.70)	\$ (335.07)	\$ (1,060.77)
060-070-114-30	00005 Parkewood Ave	City Owned Property	RT	\$ (593.08)	\$ (77.38)	\$ (670.46)	\$ (309.50)	\$ (979.96)
			2019					
060-070-114-21	00041 Parkewood Ave	City Owned Property	RT	\$ (670.05)	\$ (82.34)	\$ (752.39)	\$ (233.48)	\$ (985.87)
060-070-114-30	00005 Parkewood Ave	City Owned Property	RT	\$ (622.56)	\$ (76.51)	\$ (699.07)	\$ (216.94)	\$ (916.01)
			2020					
060-070-114-21	00041 Parkewood Ave	City Owned Property	RT	\$ (691.04)	\$ (80.08)	\$ (771.12)	\$ (146.91)	\$ (918.03)
060-070-114-30	00005 Parkewood Ave	City Owned Property	RT	\$ (644.84)	\$ (74.72)	\$ (719.56)	\$ (136.99)	\$ (856.55)
			2021					
060-070-114-21	00041 Parkewood Ave	City Owned Property	RT	\$ (728.87)	\$ (81.06)	\$ (809.93)	\$ (140.18)	\$ (950.11)
060-070-114-30	00005 Parkewood Ave	City Owned Property	RT	\$ (680.72)	\$ (75.71)	\$ (756.43)	\$ (130.83)	\$ (887.26)
Report Total				\$ (8,211.09)	\$ (1,042.50)	\$ (9,253.59)	\$ (4,058.28)	\$ (13,311.87)

Meeting No.
Date 3/20/2023
Item No. 7.7

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Factory Rebuild of Trackless Municipal Tractor (Public Works)

2. Initiated By:

Finance

3. Referred By:

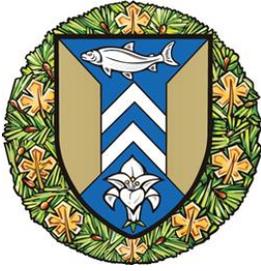
Susan Hamilton Beach, Kristine Thomas

4. Decision Required:

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

5. Documents attached:

- 2023PWE-PWT-13-T Factory Rebuild – Trackless Unit.docx



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Factory Rebuild of Trackless Municipal Tractor – Public Works

Purpose

Attached hereto for your information and consideration is a recommendation that Council approve sole sourcing of a complete factory rebuild of a City-owned Trackless municipal tractor presently in use by Public Works. Staff is seeking Council approval of this recommendation.

Background

Trackless equipment is used by Public Works for various purposes, primarily associated with clearing snow, winter sanding and sweeping of City sidewalks. Trackless vehicles are equipped with various readily changeable attachments for performance of these functions as well as other duties inside and outside of the winter control season.

Public Works replaces one of the municipal tractors in its fleet annually to ensure reliable service and continuity of its fleet are maintained.

Analysis

The estimated purchase price of a new Trackless Vehicle equipped with the usual attachments is approximately \$195,350 plus HST after trade-in allowances for the existing machine. A factory rebuild will return an existing machine to like-new condition (with new attachments also to be ordered: snow blower and v-plow), and is expected to realize a savings of approximately 15-20% over the useful life versus purchasing new. The most recent versions of Trackless equipment engines are required to meet emission targets; and the modifications to do so have significantly affected the reliability and capability to do the intended job, as technology advances, these issues will be addressed.

The vehicle to be rebuilt is currently part of the City fleet and is the one unit that would be typically traded on a new machine purchase. Other factors such as the half-life point for this machine, reliability of operation, accessibility to parts and maintenance, and our confidence that this equipment has done well in the

challenging municipal environment is also considered by Public Works in their assessment. Based upon the analysis, Public Works recommends the rebuild option.

Work Equipment Ltd. is a factory-authorized dealer who supplies the City with Trackless municipal tractors. Factory Rebuilds are only available at a Trackless Dealer. Sole Sourcing, in this instance, complies with the Purchasing By-law 22(3) a) c) as there is an absence of competition for technical reasons and the service can only be supplied by a particular supplier/manufacturer representative.

The rebuild will include replacement of the engine, cab, seat & controls; a transmission rebuild, front & rear axles, and power take off (PTO) clutch. A new 1-year warranty on parts & labour, and a 2-year 2,000-hour warranty on the engine provided, which is comparable to the warranty of a new unit. The rebuild process will take approximately 30-60 days to complete, subsequent to the 90 days engine supply lead-time.

Financial Implications

A quotation of \$168,800 plus HST for the Factory Rebuild including shipping, a new snow blower and v-plow attachments (less trade-in allowances for attachments) has been submitted by Work Equipment Ltd. This will result in a total expenditure of \$171,770 including the non-rebatable portion of HST.

During the 2023 Budget deliberations, Council approved the allocation of \$3,300,000 for Publics Works Equipment which included procurement of the rebuild for this particular piece of equipment.

The quoted amount can be accommodated within this allocation.

Strategic Plan / Policy Impact / Climate Impact

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

The Department recognizes that the Tier4 regulation is not being met by pursuing the rebuild option, however, based on our experience in 2017, 2018 and 2019 with Tier4 purchases idling time is in fact extraordinary and lead to extreme reduction in productivity. After consulting with industry experts, we understand the intent of the Tier4 platform was/has not met and therefore the rebuild option became more viable until such time as the technology improves and can in fact satisfy production targets. The EPA has endorsed (in the meantime) the movement to rebuild existing Tier3 units. One of the 3R's (reuse) of the reduce, reuse, recycle options is recommended and endorsed by the EPA. Public Works will conduct its research into the purchase/rebuild option annually.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated March 20, 2023 concerning the Factory Rebuild of a City-Owned Trackless Municipal Tractor plus

Factory Rebuild of Trackless Municipal Tractor – Public Works

March 20, 2023

Page 3.

attachments as required by Public Works be received, and the recommendation on a sole source basis to Work Equipment Ltd., in the quoted amount of \$168,800 plus HST, be approved.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.8

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

New Tires and Tire Repairs (Public Works and Transit Division)

2. Initiated By:

Purchasing

3. Referred By:

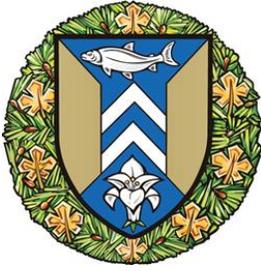
Susan Hamilton Beach, Nicole Maione, Joanne Gaetz, Kristine Thomas

4. Decision Required:

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

5. Documents attached:

- 2022-PWT-39-T and TR-05-T New Tires and Tire Repairs.docx
- 2022PWE-PWT-39-T Tires and Tire Repairs.pdf
- 2022CDE-CS-TR-05-T Tires and Tire Repairs.pdf



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

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manger of Purchasing
DEPARTMENT: Corporate Services
RE: New Tires and Tire Repairs – Public Works and
Transportation and Transit Division

Purpose

Attached hereto for Council's information and consideration are the summaries of tenders received for the supply of New Tires & Tire Repairs for two (2) years with fixed pricing commencing April 1, 2023, with option to renew for one (1) additional year upon mutual agreement as required by Public Works & Transportation and Transit Division. Staff is seeking Council approval of the tender recommendation.

Background

The tenders were publicly advertised and tender documents forwarded to all firms on the bidders list. The closing date for submission of tenders was February 24 at 2:00 p.m. and tender openings were conducted the same day with the Deputy City Clerk in attendance.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the staff at Public Works & Transportation and Transit Division and the low tendered pricing, meeting specifications, have been indicated on their respective summaries attached.

Financial Implications

Funding for the purchase of tires and tire repairs as required will be drawn from the departmental operational Inventory & Maintenance accounts.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated March 20, 2023 concerning new tires and tire repairs be received and that the tender of Fountain Tire SSM Ltd. for supply and services as required by the Public Works and Transportation and Transit Divisions for two (2) years commencing April 1, 2023

New Tires & Tire Repairs – Public Works & Transportation and Transit Division

March 20, 2023

Page 2.

with the option to renew for one (1) additional year by mutual agreement, be approved.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

SUMMARY OF TENDER
NEW TIRES AND TIRE REPAIRS

		FOUNTAIN TIRE SSM LTD. Sault Ste. Marie, ON				KAL TIRE Sault Ste. Marie, ON			
		UNIT LIST	DISC.	UNIT NET	TOTAL	UNIT LIST	DISC.	UNIT NET	TOTAL
NEW LIGHT TRUCK TIRES- PWT									
265/70R 17 115SL WRANGLER DURATRAC BSL TL	4	269.56	0.00%	269.56	1,078.24	621.00	48.00%	322.92	1,291.68
LT245/75R17 121Q E WINTERCOMMAND LT TL (STUDDABLE) DD	8	159.86	0.00%	159.86	1,278.88	525.50	48.00%	273.26	2,186.08
LT245/75R17 121/118Q E WRANGLER DURATRAC OWL	3	284.28	0.00%	284.28	852.84	603.50	48.00%	313.82	941.46
LT245/75R16 121/116Q E WRANGLER DURATRAC OWL	5	254.84	0.00%	254.84	1,274.20	534.50	48.00%	277.94	1,389.70
LT245/75R17 E 121/118S WRANGLER WORKHORSE BSL	1	253.46	0.00%	253.46	253.46	313.82	0.00%	313.82	313.82
LT245/70R17 E 121/118R WRANGLER WORKHORSE BSL	5	264.04	0.00%	264.04	1,320.20	340.60	0.00%	340.60	1,703.00
ST235/80R 16 123N E10 ENDURANCE ST BSW TL	1	203.32	0.00%	203.32	203.32	225.79	0.00%	225.79	225.79
LT245/75R16 120S E WRANGLER AT ADVENTURE BSL	1	247.02	0.00%	247.02	247.02	277.94	0.00%	277.94	277.94
LT245/70R17 119S E WRANGLER AT ADVENTURE BSL NO SNOWFLAKE DD	2	286.58	0.00%	286.58	573.16	605.50	48.00%	314.86	629.72
LT215/85R16 115R E WRANGLER AT ADVENTURE BSL	6	248.86	0.00%	248.86	1,493.16	474.50	48.00%	246.74	1,480.44
LT215/85R16 MIRAGE MR-HT172 10PR TL	1	122.76	0.00%	122.76	122.76	152.76	0.00%	152.76	152.76
LT245/75R16 MIRAGE MR-AT172 10 PR-TL	1	139.55	0.00%	139.55	139.55	195.64	0.00%	195.64	195.64
215/85R16 10PR 115/112R LT OVATION ECOVISION VI-286AT	1	123.65	0.00%	123.65	123.65	161.27	0.00%	161.27	161.27
LT 225/75R 16 OVATION ECOVISION	2	120.55	0.00%	120.55	241.10	171.28	0.00%	171.28	342.56
245/75R 16 OVATION ECOVISION	1	122.33	0.00%	122.33	122.33	195.64	0.00%	195.64	195.64
HF245/75R17 10P 121/118S LT OVATION ECOVISION VI-286AT	1	148.82	0.00%	148.82	148.82	210.83	0.00%	210.83	210.83
265/70R17 SAILUN ICEBLAZER WST2 115S BSW (STUDDABLE)	4	141.31	0.00%	141.31	565.24	426.50	48.00%	221.78	887.12
LT245/70R17 SAILUN TERRAMAX 3PMS A/T E 119/116S OWL	8	148.82	0.00%	148.82	1,190.56	207.61	0.00%	207.61	1,660.88
LT265/70R17 SAILUN TERRAMAX 3PMS A/T E 121/118S OWL	8	157.66	0.00%	157.66	1,261.28	225.51	0.00%	225.51	1,804.08
Sub Total:					<u>12,489.77</u>				<u>16,050.41</u>
COMMERCIAL TRUCK TIRES									
11R22.5 146/143L H ULTRAGRIP RTD	94	654.00	0.00%	654.00	61,476.00	591.46	0.00%	591.46	55,597.24
11R225H MARATHON LHS TL	2	633.92	0.00%	633.92	1,267.84	510.49	0.00%	510.49	1,020.98
11R225 G G182 RSD TL	75	498.00	0.00%	498.00	37,350.00	385.59	0.00%	385.59	28,919.25
11R225 H G182 RSD TL	1	705.59	0.00%	705.59	705.59	591.46	0.00%	591.46	591.46
225/70R 195 G G647 RSS TL	1	420.23	0.00%	420.23	420.23	230.13	0.00%	230.13	230.13
225/70R195 128/126N G G622 RSD TL	1	477.56	0.00%	477.56	477.56	240.51	0.00%	240.51	240.51
315/80R225 L G289 WHA TL	5	982.48	0.00%	982.48	4,912.40	698.64	0.00%	698.64	3,493.20
315/80R225 L G751 TL	1	1095.85	0.00%	1,095.85	1,095.85	698.64	0.00%	698.64	698.64
425/65R22.5 165K ARMOUR MAX MSA	4	1232.02	0.00%	1,232.02	4,928.08	968.52	0.00%	968.52	3,874.08
315/80R225 L G291 LP TL	9	1144.71	0.00%	1,144.71	10,302.39	698.64	0.00%	698.64	6,287.76
385/65R225 J G296 MSA TL DD	10	772.00	0.00%	772.00	7,720.00	842.16	0.00%	842.16	8,421.60
385/65R22.5 158K ARMOR MAX MSA	5	939.00	0.00%	939.00	4,695.00	593.58	0.00%	593.58	2,967.90
11R225 146/143 H ARMORSTEEL KDM I TL	2	352.84	0.00%	352.84	705.68	385.59	0.00%	385.59	771.18
315/80R22.5 AEOLUS NEO ALLROADS S 18PR 158/150L	2	386.62	0.00%	386.62	773.24	500.81	0.00%	500.81	1,001.62
11R22.5 MIRAGE MG323 H 146/143L	1	352.84	0.00%	352.84	352.84	385.59	0.00%	385.59	385.59
315/80R22.5 MIRAGE MG606 L 156/152L	5	386.62	0.00%	386.62	1,933.10	507.43	0.00%	507.43	2,537.15
Sub Total:					<u>139,115.80</u>				<u>117,038.29</u>
OFF ROAD TIRES									
20.55R25 GALAXY MGSR SNOW TIRE	4	1,961.06	0.00%	1,961.06	7,844.24	2,240.51	0.00%	2,240.51	8,962.04
23.55R25 GALAXY MGSR 210 E2/G2/L2	10	2,940.87	0.00%	2,940.87	29,408.70	3,297.28	0.00%	3,297.28	32,972.80
23.5R25 DYNAMO XREME SNOW GRIP II G/E/L2 2	2	2,940.87	0.00%	2,940.87	5,881.74	3,297.28	0.00%	3,297.28	6,594.56
20.5R25 BKT SR22 E-2/L-2 TL (SNOW)	4	1,961.06	0.00%	1,961.06	7,844.24	2,319.59	0.00%	2,319.59	9,278.36
17.5R25 TRIANGLE TB596(SNOW) E2/G2/L2	2	1,403.54	0.00%	1,403.54	2,807.08	1,338.97	0.00%	1,338.97	2,677.94
Subtotal					<u>53,786.00</u>				<u>60,485.7</u>
FLAT REPAIRS									
Passenger & Light Trucks	114	7.50	0%	7.50	855.00	34.40	0%	34.40	3,921.60
Trucks to 64,000 GVW	115	8.50	0%	8.50	977.50	57.60	0%	57.60	6,224.00
Loaders, Graders Off Highway Equipment	40	25.00	0%	25.00	1,000.00	146.20	0%	146.20	5,848.00
Sub Total:					<u>2,832.5</u>				<u>16,393.60</u>
CHANGEOVERS, ETC.									
Passenger & Light Trucks	337	6.50 NETS		6.50	2,190.50	23.85	0%	23.85	8,037.45
Trucks to 64,000 GVW	458	8.50 NETS		8.50	3,893.00	43.25	0%	43.25	19,808.50
Loaders/Grader/O.R. Equipment	20	25.00 NETS		25.00	500.00	146.20	0%	146.20	2,924.00
Mount/Dismount Passenger & Light Trucks	852	5.00 NETS		5.00	4,260.00	13.35	0%	13.35	11,374.20
Mount/Dismount Trucks to 64,000 GVW	1202	8.00 NETS		8.00	9,616.00	21.25	0%	21.25	25,542.50
Mount/Dismount OTR	102	30.00 NETS		30.00	3,060.00	73.85	0%	73.85	7,532.70
Balancing Passenger & Light Trucks	147	7.00 NETS		7.00	1,029.00	10.00	0%	10.00	1,470.00
Balancing Trucks to 64000 GVW	49	25.00 NETS		25.00	1,225.00	25.00	0%	25.00	1,225.00
Sub Total:					<u>25,773.5</u>				<u>77,914.4</u>
SERVICE CALLS									
Regular Hours	4	50.00	0%	50.00	200.00	102.64	0%	102.64	410.56
After Hours	11	80.00	0%	80.00	880.00	254.36	0%	254.36	2,797.96
Sub Total:					<u>1,080.00</u>				<u>3,208.52</u>
TOTAL (based on Annual Usage estimation):					<u>\$235,077.57</u>				
<i>Actual purchases will be as required</i>					(HST extra)				
REMARKS					Meets Specifications	Meets Specifications			
					Pricing Held 2-years Apr.1/23 to Mar.31/25	Pricing Held 2-years Apr.1/23 to Mar.31/25			

NOTE: The low tendered prices (HST extra), meeting specifications, are boxed above.
It is my recommendation that the low tendered prices, meeting specifications, submitted by Fountain Tire be accepted.

Karen Marlow
Manager of Purchasing

SUMMARY OF TENDER
NEW TIRES AND TIRE REPAIRS

NEW TIRES	QTY	FOUNTAIN TIRE SSM LTD. Sault Ste. Marie, ON				KAL TIRE Sault Ste. Marie, ON			
		UNIT LIST	DISC.	UNIT NET	TOTAL	UNIT LIST	DISC.	UNIT NET	TOTAL
Snowflake Certified Light Truck Tire (Studdable) 115/112Q 18/32/Tread Depth BLK	40	228.15	0.00%	228.15	9,126.00	249.60	0.00%	249.60	9,984.00
Snowflake Certified Light Truck Tire (Studdable) 119/116Q E 18/32' Tread Depth BLK	40	284.28	0.00%	284.28	11,371.20	313.62	0.00%	313.62	12,544.80
Snowflake Certified Light Truck Tire (Studdable) 120/118Q E 18/32' Tread Depth :OWL	40	254.84	0.00%	254.84	10,193.60	277.94	0.00%	277.94	11,117.60
Snowflake Certified Light Truck Tire (Studdable) 121/118Q E 18/32' Tread Depth BLK	40	319.70	0.00%	319.70	12,788.00	340.60	0.00%	340.60	13,624.00
Sub Total:					43,478.80				47,270.40
BUS TIRES		UNIT LIST	DISC.	UNIT NET	TOTAL	UNIT LIST	DISC.	UNIT NET	TOTAL
305/70R22.5 New Tire	80	599.00	0.00%	599.00	47,920.00	532.04	0.00%	532.04	42,563.20
305/70R22.5 Recap Tire	37	277.07	0.00%	277.07	10,251.59	323.00	0.00%	323.00	11,951.00
Casing	10	95.00	0.00%	95.00	950.00	100.00	0.00%	100.00	1,000.00
Sub Total:					59,121.59				55,514.20
RETRADING		UNIT LIST	DISC.	UNIT NET	TOTAL	UNIT LIST	DISC.	UNIT NET	TOTAL
305/70R22.5 RETREADING	40	277.00	0.00%	277.00	11,080.00	231.76	0.00%	231.76	9,270.40
Casing	12	95.00	0.00%	95.00	1,140.00	75.00	0.00%	75.00	900.00
Sub Total:					12,220.00				10,170.40
FLAT REPAIRS		UNIT LIST	DISC.	UNIT PRICE	TOTAL	UNIT LIST	DISC.	UNIT PRICE	TOTAL
Passenger & Light Trucks	10	7.50	0%	7.50	75.00	34.40	0%	34.40	344.00
Trucks to 64,000 GVW	10	8.50	0%	8.50	85.00	57.60	0%	57.60	576.00
Sub Total:					160.00				920.00
CHANGEOVERS, ETC.		UNIT LIST	DISC.	UNIT PRICE	TOTAL	UNIT LIST	DISC.	UNIT PRICE	TOTAL
Passenger & Light Trucks	25	6.50	0%	6.50	162.50	23.85	0%	23.85	596.25
Trucks to 64,000 GVW	20	8.50	0%	8.50	170.00	43.25	0%	43.25	865.00
Mount/Dismount Passenger & Light Trucks	50	5.00	0%	5.00	250.00	13.35	0%	13.35	667.50
Mount/Dismount Trucks to 64,000 GVW	20	8.00	0%	8.00	160.00	21.25	0%	21.25	425.00
Balancing Passenger & Light Trucks	20	7.00	0%	7.00	140.00	10.00	0%	10.00	200.00
Balancing Trucks to 64000 GVW	30	25.00	0%	25.00	750.00	25.00	0%	25.00	750.00
Sub Total:					1,632.50				3,503.75
SERVICE CALLS		UNIT LIST	DISC.	UNIT PRICE	TOTAL	UNIT LIST	DISC.	UNIT PRICE	TOTAL
Regular Hours	3	50.00	0%	50.00	150.00	102.63	0%	102.63	307.89
After Hours	3	80.00	0%	80.00	240.00	254.36	0%	254.36	763.08
Sub Total:					390.00				1,070.97
TOTAL (based on Annual Usage estimation):					\$117,002.89				\$118,449.72
<i>Actual purchases will be as required</i>					(HST extra)				(HST extra)
REMARKS		Meets Specifications Pricing Held 2-years Apr.1/23 to Mar.31/25				Meets Specifications Pricing Held 2-years Apr.1/23 to Mar.31/25			

NOTE: The low tendered prices (HST extra), meeting specifications, are boxed above.
It is my recommendation that the low tendered prices, meeting specifications, submitted by Fountain Tire be accepted.

Karen Marlow
Manager of Purchasing

Meeting No.
Date 3/20/2023
Item No. 7.9

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Traffic Signal Controller Equipment (Public Works)

2. Initiated By:

Purchasing

3. Referred By:

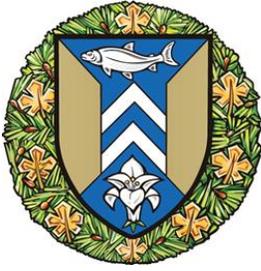
Susan Hamilton Beach, Andy Starzomski(ManTraf)

4. Decision Required:

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

5. Documents attached:

- 2023PWE-PWT-27-T Traffic Signal Controller Equipment.docx



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

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Traffic Signal Controller Equipment – Street Improvements
Project

Purpose

This report has been prepared for your information and consideration concerning the supply and delivery of Traffic Control Equipment for Street Improvements Project as required by Public Works & Engineering Services (PWES). Staff is seeking Council approval of the recommendation contained within.

Background

As part of the Capital Transportation Program, replacement and upgrading of aged Traffic Signal Controller Equipment is required for this Street Improvements Project, to be installed at eight (8) intersections throughout the City.

Analysis

Econolite Canada of Markham, ON provides traffic control equipment used by the City on its streets and intersections. This source of supply has been in place for many years. City staff is familiar and confident with its reliability, operation, and maintenance.

Included in this procurement are traffic control cabinets, uninterrupted power supply and all other required internal associated equipment required for this upgrade project.

The sole source request of equipment supply and delivery is in accordance with Purchasing By-law 22.3 a),c) ensuring compatibility with existing products; where there is absence of competition for technical reasons only supplied by particular supplier; and where equipment is maintained by the manufacturer or its representative.

Financial Implications

A quotation of \$182,992 plus HST for the complete equipment configurations required including shipping has been submitted by Econolite Canada. This will result in a total expenditure of \$186,212 including the non-rebatable portion of HST.

During the 2023 Budget deliberations, under the Capital Transportation Program, Council approved the allocation of \$200,000 for Traffic Signal Controller Replacements.

The quoted amount can be accommodated within this allocation.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated March 20, 2023 concerning the purchase of traffic signal controller equipment as required by Public Works and Engineering Services be received and that the quotation of Econolite Canada in the amount of \$182,992 plus HST be approved on a sole source basis.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.10

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Purchase from Lease for One Grader (Public Works)

2. Initiated By:

Purchasing

3. Referred By:

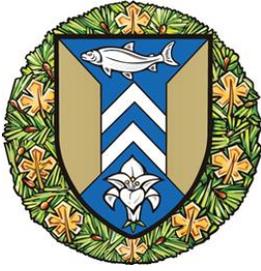
Susan Hamilton Beach, Kristine Thomas

4. Decision Required:

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

5. Documents attached:

- 2023PWE-PWT-23-T Purchase 772G Grader from Lease.docx



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Purchase from Lease for One (1) Grader – Public Works

Purpose

Attached hereto for your information and consideration is a request to purchase one (1) 2018 John Deere 772G AWD Grader from upcoming end of lease April 14, 2023 presently in use by Public Works. Staff is seeking Council approval of this recommendation.

Background

This 2018 Grader is on a 5-year lease program ending April 2023. It has been a primary unit with Public Works, consistently used on a Schedule Route and has been proven reliable over the course of its lease. The unit has been kept current with software upgrades by dealer.

The vehicle is one that would typically be traded on a new machine purchase. Within the Asset Management Plan, it is expected to continue its usage on the same route for one further winter control season, until replaced with new Equipment at which time it will be re-assigned other various needs, declining its day to day usage.

Analysis

Graders such as this have historically been leased for an approximate 5-year period, until more recently (2020, 2021 & 2022), where analysis has indicated that the purchase option is more beneficial to the City over the useful life of the asset both financially and operationally. Use of purchased equipment is also not constrained by allowed hours under the terms of the lease. Unlimited hours available allows for the use of the graders for maintenance of gravel roadways and other uses deemed necessary.

The purchase price of a new unit in 2022 including maintenance was at \$536,998 plus HST. Given the total lease costs over its term, and current cost for lease buy-out this unit's cost is at \$475,135 plus HST.

Purchase from Lease for One (1) Grader – Public Works

March 20, 2023

Page 2.

Other factors such as, reliability of operation, accessibility to parts and service and our confidence that this unit has done well in the challenging municipal environment is also considered by Public Works in their assessment.

Based upon the analysis, and the remaining useful life expectancy of the 2018 Grader for continued usage within PWT fleet, Public Works recommends the purchase from lease option outlined.

This request is in accordance with Purchasing By-law section 22 3)d) the City has a rental contract with a purchase option and such purchase option is beneficial to the City.

Financial Implications

A quotation of \$236,100 plus HST for the purchase buy-out for the 2018 John Deere 772G AWD Grader, including remaining warranty has been submitted by John Deere Canada. This will result in a total expenditure of \$240,256 including the non-rebatable portion of HST.

The 2023 Operating Budget included lease payments, approximately, \$49,000, for the unit mentioned above. In order to fund the purchase of this unit, staff are recommending the use of internal debt which will be repaid using the budgeted lease payments for the next five years which aligns with the life expectancy of the asset.

If this report is approved this evening, the lease payments will be redirected, in future budgets, as a transfer to own funds until the internal debt is repaid.

Strategic Plan / Policy Impact / Climate Impact

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

This unit met EPA standards at time of production.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated March 20, 2023 concerning the purchase from lease for one (1) grader as required by Public Works be received and that the recommendation to purchase through John Deere Canada at the quoted amount of \$236,100 plus HST be approved.

Further that lease payments be redirected in future budgets as a transfer to own funds until the internal debt is repaid, be approved.

Purchase from Lease for One (1) Grader – Public Works

March 20, 2023

Page 3.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.11

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Extension – Integrity Commissioner

2. Initiated By:

City Clerk

3. Referred By:

Rachel Tyczinski

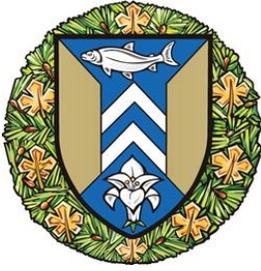
4. Decision Required:

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

The relevant By-law 2023-43 is listed under Agenda item 12 and will be read with all by-laws under that item.

5. Documents attached:

- Extension – Integrity Commissioner.docx



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: Extension – Integrity Commissioner

Purpose

The purpose of this report is to obtain Council approval to extend the Agreement with Ironside Consulting Services Inc. for the provision of integrity commissioner services.

Background

The *Municipal Act* requires municipalities to adopt a Code of Conduct for members of Council and local boards and to appoint an Integrity Commissioner.

The City's Code of Conduct for Council and local boards was adopted by By-law 2017-242 on December 11, 2017. A review of the Code of Conduct is currently underway.

The City entered into an agreement with Ironside Consulting Services Inc. for integrity commissioner services on May 28, 2018 with the term of the agreement expiring on December 31, 2020. On December 14, 2020 By-law 2020-225 further extended the term of that agreement to March 31, 2023.

Analysis

Over the term of the agreement Ironside Consulting Services Inc. has received four formal complaints and two requests for opinion from members of Council.

As the initial agreement was entered into in 2018 staff recommend that a Request for Proposal process be initiated for a five year term. It is recommended that the existing agreement be extended for a period of four months while the Request for Proposal process is underway.

Financial Implications

Over the term of the existing agreement the City has paid \$11,689 for integrity commissioner services.

Extension of Integrity Commissioner Services

March 20, 2023

Page 2.

Strategic Plan / Policy Impact / Climate Impact

Retention of an Integrity Commissioner addresses the values articulated in the Strategic Plan of: accountability and transparency, integrity and honesty; commitment to citizens and the community; and respect for employees.

There is no climate impact.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated March 20, 2023 concerning Extension of Integrity Commissioner Agreement be received and that the existing agreement be extended for a four month period (July 31, 2023) be approved.

The relevant By-law 2023-43 is listed under Agenda item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Rachel Tyczinski

City Clerk

705.759.5391

r.tyczinski@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.12

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Mill Market Booth Purchase Loan

2. Initiated By:

CSD

3. Referred By:

Tom Vair

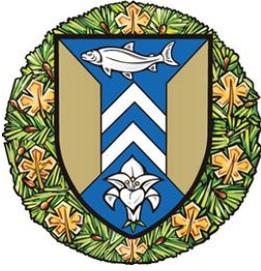
4. Decision Required:

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

The relevant By-law 2023-45 is listed under Agenda item 12 and will be read with all by-laws under that item.

5. Documents attached:

- Mill Market Booth Purchase Loan.docx



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

March 20, 2023

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

Purpose

The purpose of this report is to provide an update and seek Council approval on an agreement with Mill Market Sault Ste. Marie which will include terms for the loan for booth construction and purchase.

Background

On February 21, 2023 the following resolution was approved by City Council:

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

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

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

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

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

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

And that the City and Mill Market commit to cover cost overruns as part of the project.

This report addresses the request that staff bring back a loan agreement for approval at a future Council meeting. In order to order materials and have the booths constructed in time for opening, the agreement returning to Council at this time.

Analysis

As mentioned in the Mill Market report of February 21, 2023, one aspect of the project which was removed with value management was the construction of booths for the market. Having professional booths constructed, some of which can be locked and secured to enable further facility activation, will be of great benefit to the facility and to the aesthetics of the market.

The Mill Market has obtained three quotes for the booth construction and selected a vendor to build the booths. The Mill Market is coordinating the details of the booths to meet the requirements of their vendors and schedule the construction to align with occupancy.

As noted, the Mill Market is pursuing an application with NOHFC for additional funding support with the City as a co-applicant which will help cover the costs of the booth, if approved.

Financial Implications

The loan of \$350,000 will be non-interest bearing for twenty-five years (25). The annual payments for the loan will be \$14,000. Should the Mill Market be successful in their NOHFC application, the City loan will be reduced by the level of funding received for booth purchase.

Strategic Plan / Policy Impact / Climate Impact

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.
- Furthermore, it exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2023-45 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Mill Market Booth Purchase Loan

March 20, 2023

Page 3.

Respectfully submitted,

Tom Vair

Deputy CAO

Community Development & Enterprise Services

(705)759-5264

t.vair@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.13

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Downtown Plaza RED Funding Agreement Amendment

2. Initiated By:

CSD

3. Referred By:

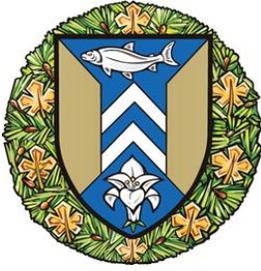
4. Decision Required:

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

The relevant By-law 2023-36 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

5. Documents attached:

- Downtown Civic Plaza Funding - RED Agreement Amendment.docx



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: OMAFRA RED – Downtown Plaza Funding Agreement Amendment.

Purpose

The purpose of this report is to seek Council approval to amend the contribution agreement between the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA)'s Rural Economic Development (RED) fund and the City of Sault Ste. Marie concerning the Downtown Plaza project.

Background

At the September 27, 2021 Council meeting, staff were authorized to proceed with a funding application to the OMAFRA RED program. The City was successful in obtaining funding of \$250,000 towards the Downtown Plaza project. At the March 21, 2022 Council meeting, Council authorized the execution of the contribution agreement between the two parties.

Analysis

The Project Completion Date in the contribution agreement is listed as December 31st, 2022. Due to various delays that have been presented to Council at previous meetings, staff are projecting a Completion Date of July 28, 2023. This change is reflected in the amending agreement provided by OMAFRA.

The amendment of the Project Completion Date will have no impact to OMAFRA's funding of the project. To date, staff have submitted one claim to OMAFRA valued at \$1.7M. The RED share (30%) of this is \$530,000, which will exhaust the funding allotment. The original agreement stipulates that a 10% holdback of maximum funds will only be released with a final claim. The final claim must be submitted within three months of the Project Completion Date.

An amendment of the Project Completion Date is required to align with the Project Completion Date and enable OMAFRA to release the 10% Holdback.

Financial Implications

This amendment will have no financial or budgetary impact.

Strategic Plan / Policy Impact / Climate Impact

The Downtown Plaza project aligns with multiple Focus Areas of the Corporate Strategic Plan, particularly Quality of Life; Promote Quality of Life Advantages, Welcome and Seek Immigration, Vibrant Downtown Areas, Promote, Grow and Support Arts and Culture.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated March 20, 2023 concerning OMAFRA Rural Economic Development – Funding Agreement Amendment be received and that the execution of the amending contribution agreement be approved.

The relevant By-law 2023-36 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Tom Vair
Deputy CAO
Community Development and
Enterprise Services
(705)759-5264
t.vair@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.14

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Phase 4 Safe Restart Agreement funding for Public Transit

2. Initiated By:

CSD

3. Referred By:

Nicole Maione

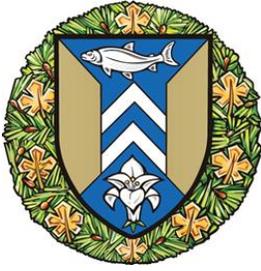
4. Decision Required:

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

The relevant By-law 2023-44 is listed under Agenda item 12 and will be read with all by-laws under that item.

5. Documents attached:

- Phase 4 Safe Restart Agreement - funding for Public Transit.docx



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

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Phase 4 Safe Restart Agreement funding for Public Transit

Purpose

To seek Council approval to enter into a Transfer Payment Agreement (TPA) with the Ministry of Transportation in order to receive \$1,105,216 under phase 4 of the Safe Restart Agreement (SRA) to cover COVID-19 municipal transit pressures.

Background

As part of Phase 1 of the SRA, the City received \$1,215,737 in funding. This was a result of the announcement made by Premier Ford and Associate Minister Surma on August 12, 2020 that up to \$2 billion would be available to Ontario's municipalities to address transit pressures. This funding was part of the Safe Restart Agreement and will be delivered in two phases.

The SRA program has continued with phases 2 through 3 totaling funding in the amount of \$3,922,275.

SRA Phase	Amount
1	\$1,215,737
2	\$1,530,408
3	\$1,176,131
Total	\$3,922,275

Letters were sent from Minister Mulroney to the Municipality providing details on the phases and our allocation amounts. Letters also noted that the MTO program area will continue to consult with transit. Under SRA funding it covers eligible transit expenditures through a standard claim process.

Analysis

A letter was provided to the Municipality dated December 7, 2022 from Minister Mulroney detailing funding under Phase 4. It provided details on the commitment level, eligibility categories, timeframes for expenditure and instructions to access the safe restart funding under Phase 4. This is to help address COVID-19 municipal transit pressures.

Furthermore an email was received on March 1, 2023 informing the City's that funding has been increased from \$813,301 to \$1,105,216 due to reallocated underspending.

For budgeting purposes, the total available allocation of up to \$1,105,216 for the City of Sault Ste. Marie (phase 4) can be used to address eligible expenses incurred from February 1, 2022, to December 31, 2022.

Eligible expenditures under Phase 4 of the SRA funding program include both COVID-19 related financial pressures (losses) associated with the need to continue to operate with reduced revenue, as well as new expenditures resulting from COVID-19. Expenditures will include items categorized under the headings below at the Province's sole discretion.

1. Revenue Losses
2. Operating Costs
3. Capital Costs

With phase 4 funding it brings total SRA funding to an amount of \$5,027,491 in relief operational funding.

Financial Implications

Financial expenditures that are eligible for reimbursement under SRA Phase 4 are consistent with the criteria under previous phases of SRA funding, which include both expenditures associated with the need to continue to operate with reduced revenue and new expenses resulting from COVID-19.

The municipality will be required to provide a report for the eligible expenditures incurred during the Phase 4 eligibility period within the deadline set out in the TPA. Once received, MTO will review the report and may initiate the payment of SRA Phase 4 funding. The funding will be directed to support Transit Service Operations which has had reduced ridership of approximately 55% and increased COVID-19 expenditures related to cleaning, labour and infrastructure.

Strategic Plan / Policy Impact / Climate Impact

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

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

Recommendation

It is therefore recommended that Council take the following action:

Phase 4 Safe Restart Agreement funding for Public Transit

March 20, 2023

Page 3.

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated March 20, 2023 be received.

The relevant By-law 2023-44 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

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

Meeting No.
Date 3/20/2023
Item No. 7.15

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Watchtower Convention Agreement

2. Initiated By:

CSD

3. Referred By:

Robert Santa Maria

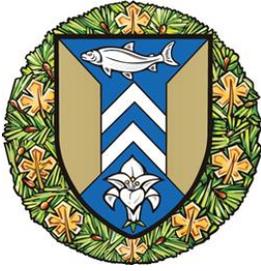
4. Decision Required:

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

The relevant By-law 2023-35 is listed under Agenda item 12 and will be read with all by-laws under that item.

5. Documents attached:

- Watchtower Convention Agreement.docx



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Watchtower Convention Agreement

Purpose

To seek Council approval to enter into an agreement with the Watch Tower Bible and Tract Society of Canada (Watchtower).

Background

The Watchtower convention has been held four (4) times within the City of Sault Ste. Marie over the past seven (7) years. The event brings approximately 2,500 individuals to the Community annually and provides an estimated economic impact of \$900,000 to the City.

Analysis

The City of Sault Ste. Marie was invited earlier this year to submit a proposal to host this year's event. Through the request for proposal process the City was selected based on our experience in hosting prior years successful conventions, namely on service provided and amenities the City has to offer. The Sault was in tough competition from other Northern Municipalities.

As part of the process Watchtower has requested that we utilize their agreement as opposed to our standard use agreements for our facility. The City's Legal department has vetted the document and supports what has been presented for use. The agreement can be found elsewhere on the agenda.

The event will run from Friday, June 23rd, 2023, to Sunday, June 25th, 2023.

Financial Implications

Operating revenues from facility fee rental estimated at \$8,800 plus HST will be positively impacted by hosting this event.

Strategic Plan / Policy Impact / Climate Impact

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

- Under Fiscal responsibility, we will manage municipal finances in a responsible and prudent manner.

Watchtower Convention Agreement

March 20, 2023

Page 2.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

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 March 20, 2023 be received.

By-law 2023-35 and agreement appear elsewhere on the agenda for approval.

Respectfully submitted,

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

Meeting No.
Date 3/20/2023
Item No. 7.16

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Petition for Reconstruction of Hillside Drive

2. Initiated By:

Engineering

3. Referred By:

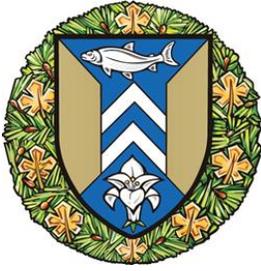
Anne Irvine, Carl Rumiel

4. Decision Required:

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

5. Documents attached:

- Petition for Reconstruction of Hillside Drive.docx
- Local Improvement Summary - Hillside Dr.pdf



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Carl Rumieli, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Petition for Reconstruction of Hillside Drive

Purpose

The purpose of this report is to advise Council that a successful petition was received from residents requesting that Hillside Drive be reconstructed.

Background

On January 16, 2023, the City Tax Division determined that a petition for Local Improvement under Ontario Regulation 586/06 of the Municipal Act was sufficient. The petition, requested by the residents, is for the City to reconstruct Hillside Drive in its entirety.

Analysis

Municipalities in Ontario may recover costs of certain capital projects through local improvement charges under Ontario Regulation 586/06 of the Municipal Act. Included in the list of capital projects is road reconstruction. The Local Improvement regulation provides that the municipality may initiate this work upon receiving a successful petition from benefitting owners (66% of the owners representing 50% of the total property values). Local Improvement rates that would be applied to the residents for reconstruction of a Class B road to a Class A road would be \$512 per meter of frontage. This would represent approximately \$8,000 per household for a common 50' lot. The total cost to the City for reconstruction of Hillside Drive would be approximately \$3,500,000.

In the City's Asset Management Plan, Hillside drive has a pavement condition index of 35/100 which places it in the "Poor" category. For comparison, there are 26 road sections in the "Very Poor" and 304 road sections in the "Poor" categories.

Hillside Drive also falls within the study area of the Peoples Road Drainage Class Environmental Assessment (EA) which is currently underway. This study includes a drainage assessment of both the storm system (piped and overland), and the sanitary system. Part of this EA report will identify areas with capacity issues and provide recommendations for improvements which may include upgrades such as road reconstruction to Hillside Drive. This study is expected to be finalized in 2023,

Petition for Reconstruction of Hillside Drive

March 20, 2023

Page 2

therefore any reprioritization of the reconstruction of Hillside should wait until that report is issued with recommendations.

Therefore, staff recommend waiting until the report for the Peoples Road Drainage EA is finalized before prioritizing Hillside Drive higher in the list of road construction candidates. If the report does not recommend upgrading Hillside Drive, then Hillside Drive will be added to the list of miscellaneous projects for future consideration. Projects on the miscellaneous list are reviewed from time to time and added to yearly programs if they fit well within budgets.

Financial Implications

There are no immediate financial implications to this report.

Strategic Plan / Policy Impact / Climate Impact

Consideration of capital road reconstruction in response to resident petition or drainage improvement studies is linked to the infrastructure area of the corporate strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated March 20, 2023 concerning Petition for Reconstruction of Hillside Drive be received as information.

Respectfully submitted,

Carl Rumié, P. Eng.
Director of Engineering
705.759.5379
c.rumiel@cityssm.on.ca

Attach.

Meeting No.
Date 3/20/2023
Item No. 7.17

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Varsity Pump Station

2. Initiated By:

Engineering

3. Referred By:

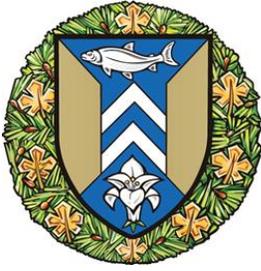
Anne Irvine, Jordan Couturier

4. Decision Required:

The report of the Manager of Development and Environmental Engineering is attached for the consideration of Council.

5. Documents attached:

- Varsity Pump Station.docx



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

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Catherine Taddo, P. Eng., Manager of Development and
Environmental Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Varsity Pump Station

Purpose

The purpose of this report is obtain approval to amend the Sewage Infrastructure Electrical Upgrades Contract to include work at the Varsity Pump Station.

Background

At the October 13, 2020 meeting, Council approved the tender award for Contract 2020-06E under By-law 2020-149 with S&T Contractors Limited for sewage infrastructure electrical upgrades. The contract consisted of supply of all equipment, labour and materials for various sewage pump stations, and the sewage treatment plant including new pump control panels, manual transfer switches, and load bank switches.

Analysis

Since that time the operations staff have identified further electrical work required at the Varsity Pump Station, that was not identified under the original scope.

As there was only one respondent to the original tender, and the contractor has exhibited satisfactory work at the other pump stations under the contract, this request by Public Works and Engineering Services for further electrical work at an additional pump station is in accordance with Purchasing By-law single source clause 22.3 h), namely, in the best interests of the City.

Financial Implications

The cost to complete the electrical work at the Varsity Pump Station is \$132,275 exclusive of HST. The construction cost is within the 2023 budget allowance for work at Varsity Pump Station and electrical upgrades, and staff recommends proceeding with the work.

Strategic Plan / Policy Impact / Climate Impact

The report links to the Strategic Plan focus area of infrastructure and specifically maintaining existing infrastructure.

Varsity Pump Station

March 20, 2023

Page 2

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manger of Development and Environmental Engineering dated March 20, 2023 concerning the Electrical Upgrades Contract be received and that authorization of a contract change order for Varsity Pump Station under the existing contract 2020-06E, in the amount of \$132,275 exclusive of HST, be approved.

Respectfully submitted,

Catherine Taddo, P. Eng.

Manager of Development and Environmental Engineering

705.759.5380

c.taddo@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.18

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Elizabeth Street Sanitary Sewer Project Budget Increase

2. Initiated By:

Engineering

3. Referred By:

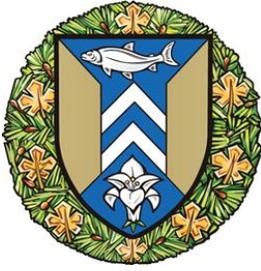
Anne Irvine, Dan Perri

4. Decision Required:

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

5. Documents attached:

- Elizabeth Street Sanitary Sewer Project Budget Increase.docx



The Corporation of the
City of Sault Ste. Marie

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Dan Perri, Municipal Services and Design Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Elizabeth Street Sanitary Sewer Project Budget Increase

Purpose

The purpose of this report is to request Council approval to increase the fee limit in the engineering agreement with WSP for engineering services related to the Elizabeth Street sanitary sewer replacement and repair to the foundations of the Elizabeth Street stairs.

Background

At the April 12, 2021 meeting of Council, the City entered into an agreement with WSP to provide engineering services for the above-mentioned project. Contract 2022-1E was executed at the February 22, 2022 meeting with the majority of the construction completed last summer and fall.

Analysis

Due to the contractor taking longer than anticipated, WSP requires their fee limit to be increased from \$69,445 to \$100,285 in order to complete this project.

The City's procurement by-law requires where originating approver was Council, any in-scope change in excess of a 20% cumulative tolerance level and/or greater than the CAO's approval limit be approved by Council. Staff recommends \$30,840 be added to WSP's fee limit which will complete this project.

Financial Implications

The fee limit increase of \$30,840 can be accommodated within the \$600,000 allowance for Emergency Sanitary Sewer repairs found in the 2023 Capital Budget.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated March 20, 2023, concerning Elizabeth Street Sanitary Sewer Project Budget

Elizabeth Street Sanitary Sewer Project Budget Increase

March 20, 2023

Page 2

Increase be received and that WSP's fee limit increase from \$69,445 to \$100,285 be approved.

Respectfully submitted,

Dan Perri, P.Eng.

Municipal Services and Design Engineer

705.759.5329

d.perri@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.19

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Wemyss Street Reconstruction (Contract 2023-2E)

2. Initiated By:

Engineering

3. Referred By:

Carl Rumiell, Maggie McAuley, Anne Irvine

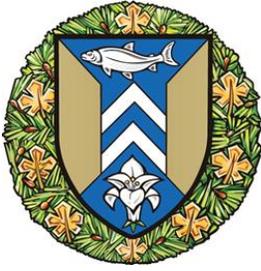
4. Decision Required:

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

The relevant By-law 2023-41 authorizing execution of the contract with Avery Construction Limited and By-law 2023-42 authorizing the road closure are listed under item 12 of the Agenda and will be read with all by-laws under that item.

5. Documents attached:

- Contract 2023-2E Wemyss Street Reconstruction.docx
- 221267 Irt jm tender report.pdf



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

COUNCIL REPORT

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services and Design Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Contract 2023-2E Wemyss Street Reconstruction

Purpose

The purpose of this report is to obtain approval to award Contract 2023-2E. The project includes the complete reconstruction of Wemyss Street between Trelawne Avenue to Pim Street.

Background

Council approved the reconstruction of Wemyss Street in the 2023 Capital Budget.

Tenders received via email submission for Contract 2023-2E were opened on Tuesday, March 7, 2023. Present at the opening was the Deputy City Clerk as well as City staff and the opening was livestreamed to the City's Youtube page. Tender results were made public on the City website immediately following.

Analysis

A total of three (3) tenders were received. All tenders submitted were checked by Tulloch Engineering and found to be complete and valid. One bid contained a minor mathematical error which was corrected. Tulloch's tender report is attached. The low tender of \$5,018,555.58 (excluding HST) was received from Avery Construction Limited.

Financial Implications

When allowances for engineering costs and non-recoverable HST are added and PUC water costs are removed, the City's cost to complete this project is projected to be \$4,641,223. This is slightly above the allocation in the 2022 capital budget of \$4,445,000 for Wemyss Street reconstruction.

When individual budget allocations are considered, the project is over the urban only allocation by \$106,716, it is over the overall capital allocation by \$357,076 and under the sanitary sewer budget by \$267,568.

As subsequent tenders come in for the other projects, staff will monitor the 2023 Construction Program to ensure that they come in, on or near budget. Staff will

Contract 2023-2E Wemyss Street

March 20,2023

Page 2

report back to Council at a future meeting with other tender reports and an update on how the program is tracking.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated March 20, 2023 concerning the Wemyss Street reconstruction be received and that the recommendation that Contract 2023-2E be awarded to Avery Construction Limited be approved.

By-law 2023-41 authorizing execution of Contract 2023-2E and By-law 2023-42 authorizing the road closure of Wemyss Street between Trelawne Avenue and Pim Street including intersections; Trelawne Avenue from Wemyss Street to 100m west; and Fauquier Avenue from Beatrice Street to Wemyss Street from April 1, 2023 to December 15, 2023 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

Maggie McAuley, P. Eng.

Municipal Services and Design Engineer

705.759.5385

m.mcauley@cityssm.on.ca

March 8, 2023
Project No.: 221267

Corporation of the City of Sault Ste. Marie
PO Box 580
Sault Ste. Marie
Ontario P6A 5N2

Attn: City of Sault Ste. Marie Mayor and Members of Council
c/o Maggie McAuley, P. Eng., Municipal Services & Design Engineer

Re: Contract 2023-2E
Wemyss Street Reconstruction
Tender Report

Dear Mayor and Members of Council,

Provided herein is our Tender Evaluation Report with recommendations pertaining to the tenders received for Capital Project 2023-2E, Wemyss Street Reconstruction.

Project Description

The work generally consists of the reconstruction of Wemyss Street from Pim Street to Trelawne Avenue, including replacement of the sanitary sewers, storm sewers, water main and appurtenances. Surface restoration including curb and gutter, sidewalks and asphalt pavement are also included.

Tendering of the Works

The call for tenders was advertised with the Sault Ste. Marie Construction Association, City website and local news organizations. Copies of the Contract Documents were available at the Sault Ste. Marie Construction Association and the office of the Consultant.

Seven (7) Addenda were issued during the tender period. Tenders closed on March 7, 2023 at 1:30 pm and were opened by representatives of The City of Sault Ste. Marie at approximately 1:45 pm on the same day. The tender opening was available for viewing to the public on the City’s live YouTube streaming service. Results were posted on the City website on the same day.

Tender Prices

Three (3) tenders were received for the works. The tender prices, including HST, as read at the tender opening, were as follows:

Contractor	Total Tender Price	Rank
Avery Construction Ltd.	\$5,670,967.79	1
Pioneer Construction Inc.	\$7,320,256.65	2
Trimount Construction Inc.	\$9,538,263.42	3

The tenders were checked for arithmetic accuracy, and a negligible addition error of \$0.01 was found on Avery Constructions submission. (Corrected amount: \$5,670,967.80)

All the tenders were submitted with the appropriate Tender Security in the amount of 10% of the respective tenders, Agreements to Bond and other required documentation. The Tender Securities were retained by the City for safekeeping. The submitted tenders all included a Contingency Allowance in the amount of \$250,000.00.

Tender Evaluation

Pricing Evaluation

TULLOCH completed a pretender budget estimate immediately prior to issuing the call for tenders of \$5,160,262.52 including HST. During the tendering process, we revised our estimate and added a number of provisional items by addendum based on contractor questions regarding the new Excess Soil Management Regulation (O. Reg 406). This resulted in an increase to the tender estimate to \$5,975,250.00 including HST. The sum of the low bidders' provisional items totaled \$206,162.46.

The submitted low bid is \$304,282.21 less than our estimate, and in the opinion of TULLOCH, the submitted low price is reasonable.

Although the submitted low bid is in line with our estimate, we have reached out to the three bidders to determine the reason for the relative variances of their respective submitted bid prices. The primary reason for the high to low bid variances are due to the requirements of contractors to comply with the On-site and Excess Soils Management Regulation (O. Reg 406/19) which is being phased in by the province.

TULLOCH's Experience with the Low Bidder

TULLOCH is very familiar with Avery Construction Ltd. and has worked with them on numerous projects. Their submitted past experience meets our expectations and we are of the opinion Avery Construction Ltd. has the experience, manpower and equipment necessary to successfully complete the project.

Completion Dates

The contract documents require that all work be completed by December 1st, 2023.

Tender Validity

The tender contract documents stipulated that tenders be held open for acceptance for a period of 60 days following the closing date.

Recommendation

TULLOCH recommends that the Corporation of the City of Sault Ste. Marie award the tender to Avery Construction Ltd. for a Total Tender Price of \$5,670,967.80 (inclusive of HST).

Tender Security

We recommend that the tender security of Avery Construction Ltd. and Pioneer Construction Inc., the two low bidders be retained until such time as a contract has been executed between The City of Sault Ste. Marie and Avery Construction Ltd.

Conclusion

Enclosed with this report, please find a completed Agreement for your use at Council. Contract documents for execution are being finalized and will be forwarded to Avery Construction Ltd. once official award of contract has been determined.

The above is respectfully submitted. If you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,

A handwritten signature in blue ink, appearing to read 'J. McDonald'.

John V. McDonald, P.Eng.
Project Manager, Principal
TULLOCH

JVM/le

Encls.

Meeting No.
Date 3/20/2023
Item No. 7.20

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Wastewater Master Plan – Engineering Agreement Amendment

2. Initiated By:

Engineering

3. Referred By:

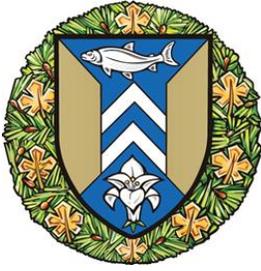
Carl Rumiel, Anne Irvine, Maggie McAuley

4. Decision Required:

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

5. Documents attached:

- Wastewater Master Plan - Engineering Agreement Amendment.docx



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services and Design Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Wastewater Master Plan – Engineering Agreement
Amendment

Purpose

The purpose of this report is to obtain Council approval to amend the engineering agreement for the Wastewater Master Plan.

Background

The City's wastewater conveyance system is a combination of linear sewer mains and forcemains that is connected to the City's 25 sanitary pumping stations. Wastewater generated by the community flows through over 664 kilometers of service connections, gravity, and force mains before it eventually reaches one of the City's two wastewater treatment plants.

A Wastewater Master Plan will review the City's wastewater conveyance system and identify long term replacements and/or expansion to the network. Specifically, the plan will be developed to:

- align with the City's Official Plan Update;
- incorporate new areas of development;
- confirm capacity at the plants and in the collection system;
- modeling of the sanitary sewage collection system for use with capital planning, asset management, and development applications; and
- provide detailed condition assessments for the City's pump stations and treatment plants.

Analysis

In August 2022, a Request for Proposal was publicly advertised. The City received proposals from the following firms:

- Tulloch Engineering
- AECOM
- J.L. Richards & Associates

All proposals were reviewed by engineering staff, which followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees. The proposal submissions were broken down into two parts: Part A was for sanitary modelling and capacity studies and Part B was to complete the Wastewater Master Plan. Based on staff's review, it was recommended that this work be awarded to AECOM.

At the August 29, 2022 meeting, Council delegated authority to the CAO to execute specified agreements for projects funded by Streamline Development Approvals Funding (SDAF). Part A of Wastewater Master Plan, which is sanitary modelling and capacity studies was funded with SDAF. Under this Delegation of Authority, the City entered into an engineering agreement with AECOM for only Part A of the project. Approval to commence Part B of the project was subject to 2023 budget approval.

Financial Implications

AECOM's fee estimate for Part A of this work is \$243,516 and for Part B of this work is \$426,720, excluding HST. Part A has been accommodated by SDAF, and Part B can be accommodated with the \$434,230 approved during the 2023 Capital Budget deliberations.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Municipal Services and Design Engineer dated March 20, 2023, concerning amendment of engineering agreement for the Wastewater Master Plan be received and that Council authorize amending the engineering agreement with AECOM to include Part B of the project.

Respectfully submitted,

Maggie McAuley
Municipal Services and Design Engineer
705.759.5385
m.mcauley@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.21

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Yates Avenue – Steel Speed

2. Initiated By:

Economic Development

3. Referred By:

Rick van Staveren, Melanie Borowicz-Sibenik

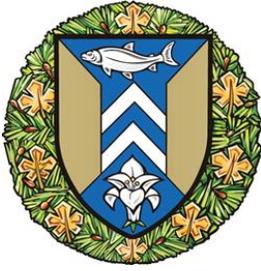
4. Decision Required:

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

The relevant By-law 2023-33 is listed under Agenda item 12 and will be read with all by-laws under that item.

5. Documents attached:

- Yates Avenue Sale - Steel Speed.docx
- Schedule A.pdf
- Schedule B.pdf



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rick Van Staveren, Director, Economic Development and
Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Community Development and Enterprise Services
RE: Yates Avenue – Steel Speed

Purpose

The purpose of this report is to seek Council approval of a conditional Agreement of Purchase and Sale executed between the City and Chris Rollin In Trust for a Company to be Incorporated (“Steel Speed”) for the sale of a portion of Yates Avenue, being Part of Section 34 Korah being Part PIN 31609-0384, specifically the four (4) acre parcel marked in red on Schedule “A” to this Report.

Background

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

Steel Speed requires additional property to expand their fabrication infrastructure. The Yates Avenue Industrial Park offers ample space to construct a new fabrication facility. The additional land on the property will allow Steel Speed to maintain material and equipment storage and fleet vehicle parking. The proposed structure will be utilized to expand fabrication services as well as to create space for further infrastructure in the future.

Steel Speed was established in 1991 as a civil contractor company and has compiled a wide ranging project portfolio. They have completed projects with the city, commercial and industrial enterprises, developers and other municipalities. They have grown to 20 local employees since their inception and are planning to continue growth and expansion. Chris Rollin is owner of Steel Speed and has signed this Agreement of Purchase and Sale in Trust for a Company to be Incorporated which will be related to Steel Speed.

Analysis

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

Staff are supportive of selling the 4-acre parcel of land to Steel Speed. The company has demonstrated solid growth and provides local employment opportunities.

Pursuant to Council direction given in the Closed Session held January 30, 2023 and the delegated authority granted by By-law 2023-17, the Assistant City Solicitor/Senior Litigation Counsel executed an Agreement of Purchase and Sale, conditional upon Council Approval by March 22, 2023. Council Approval shall occur only upon the passing of a By-law authorizing the sale of the Subject Property to Steel Speed. Steel Speed also signed the required Acknowledgement and Release confirming that it understands that the Agreement of Purchase and Sale is conditional upon the Council approval sought herein.

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

- That the Buyer shall undertake to construct a building of a minimum of 2,000 square feet within three (3) years of purchase. If the Purchaser fails to construct a building within that time frame, the City may take back the property.
- That the Subject Property is to be sold “as is, where is”;
- That the Buyer release and hold harmless the Seller from any and all claims related to environmental matters
- That the Buyer undertakes on closing to sign an Acknowledgment that the Buyer is aware that Algoma Steel Inc. is located East of the Subject Property and that Algoma’s operations from time to time shall result in noise being emitted that might be heard at the Subject Property;
- That the Seller and the Buyer acknowledge and agree that there is a monitoring well located on the Property. Prior to closing, the Seller shall determine whether it shall decommission the monitoring well or require an easement to maintain the monitoring well following the closing of this transaction and shall give notice to the Buyer of its decision in this regard. To that end:
 - (a) in the event that the Seller determines that it requires an easement for the monitoring well, the Buyer shall grant the City an Easement on closing to permit the ongoing presence of the monitoring well and grant the Seller and its agents, contractors, subcontractors and assigns, with access rights to that portion of the Property necessary to complete the tasks necessary for the monitoring well and conduct any related monitoring and maintenance activities. The Seller shall be responsible

to pay for the reference plans and registration costs to formalize this Easement and the Buyer shall sign all necessary documentation to facilitate the registration of this Easement at closing; and

(b) in the event that the Seller determines that it shall decommission the monitoring well, the Seller shall complete same as soon as possible at its expense. At the closing of this transaction, the Buyer shall provide the Seller with an Acknowledgement and Undertaking that the Seller and its agents, contractors, subcontractors and assigns shall have access rights to that portion of the Property necessary to complete the decommissioning of the Well post closing.

- That the Buyer shall have the right at any time prior to closing to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as the Buyer, the Buyer hereinbefore named shall stand released from all further liability hereunder.

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

Financial Implications

The financial implications of the sale is based upon our current price per acre as approved by Council of \$50,000/acre. The Agreement of Purchase and Sale sets out a purchase price of \$200,000.00 for the 4-acre lot (4 x \$50,000 per acre). The City is also responsible to pay the costs of the reference plan to define the lands to be sold to Steel Speed which will be approximately \$4,000.00. If the City proceeds with an easement for the monitoring well, the reference plan costs may be slightly increased to \$5,000.00 to cover the costs associated with denoting the Easement Lands for the monitoring well. If the City proceeds with decommissioning the well, the costs are estimated to be \$5,000.00.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Authorize that the City owned property described as being Part of Section 34 Korah being Part PIN 31609-0384, specifically the four (4) acre parcel marked in red on Schedule "A" to this Report be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land to Chris Rollin In Trust for a Company to be Incorporated for the amount of Two Hundred Thousand (\$200,000.00) Dollars.

Yates Avenue Sale – Steel Speed

March 20, 2023

Page 4.

Further, that Council authorize the costs for the survey to be completed by the City.

The relevant By-law 2023-33 is listed under Agenda item 12 and will be read with all by-laws under that item.

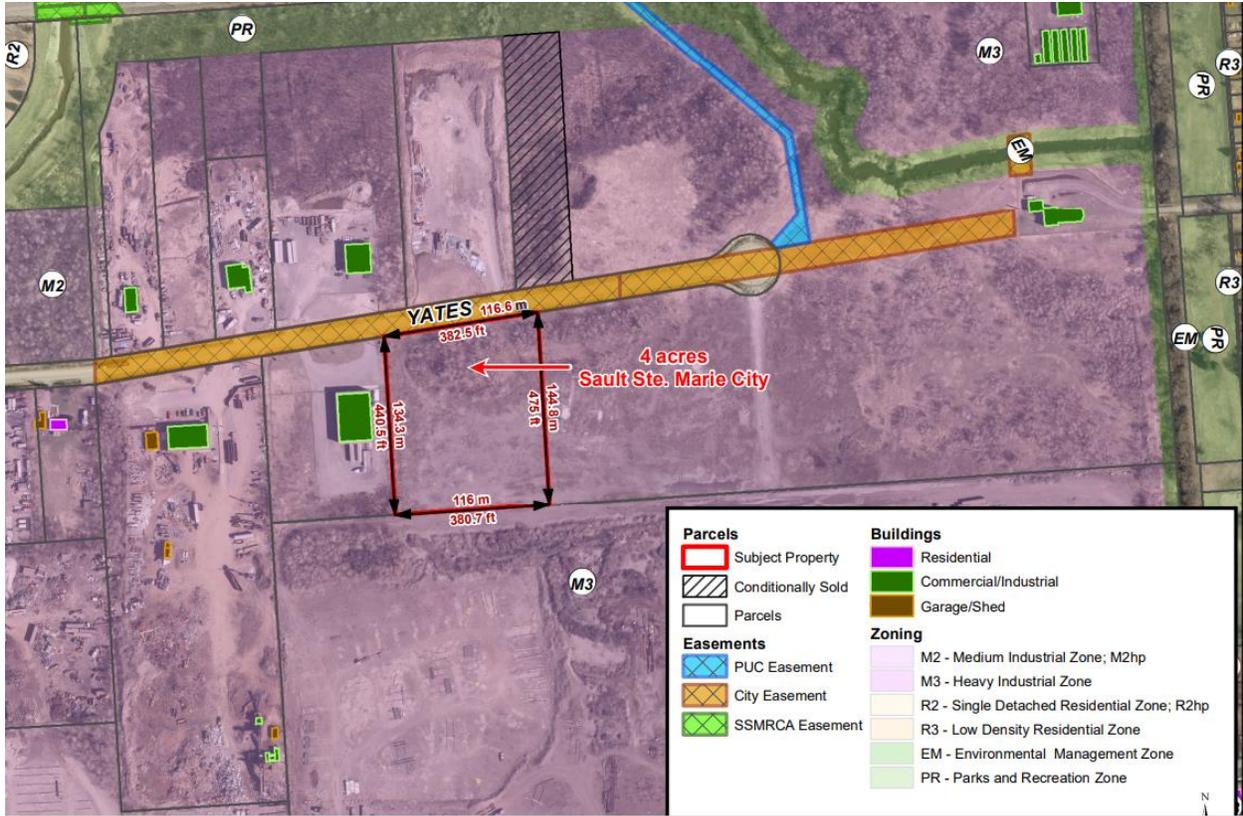
Respectfully submitted,

Rick Van Staveren
Director, Economic Development
705-759-5428
r.vanstaveren@cityssm.on.ca

and

Melanie Borowicz-Sibenik
Assistant City Solicitor / Senior Litigation
Counsel
705-759-5403
m.borowiczsibenik@cityssm.on.ca

SCHEDULE B



Summary of Comments RE: Yates Avenue – 4 acre parcel

Planning and Engineering Comments combined

- There is a 200mm diameter sanitary lateral to the property (adjacent to the water service)
- Attached is the Phase 2 Environmental Assessment for the property.
- There is a monitoring well on this property. Our files indicated that it was installed in the 1990s when Trader’s Metals relocated to Yates Ave. We have not been able to figure out if it is still required. If it is not required, it should be decommissioned.

Building Department Comments

- Zoned M3 (Heavy industrial Zone) (City GIS Mapping).
- Designated under Development Control (City GIS mapping). This matter must be finalized in co-operation with the City Planning Division and the Engineering Division before a building permit can be issued.
- From City GIS Mapping, the parcels are identified as Brownfield Sites. In the past, the previous CBO had designated all commercial properties as Brownfield sites, even though there had been no development based on air photos nor any evidence in the building file. Based on that information, the current CBO, Freddie Pozzebon is satisfied in saying this is not a Brownfield site.
- As there are existing ditches along Yates Avenue, new entrances to the parcel will require applications for culvert permits
- For original 8 acre parcel - From City GIS Mapping, there are two water and two sanitary services to the parcel (only one to the 4 acres parcel)
- From City GIS Mapping, there are existing overhead powerlines at the northwest corner of the parcel opposite Civic 150
- Any new buildings constructed will be subject to the regulations of the M3 zone.

Sault Ste. Marie Region Conservation Authority (this is for entire City parcel still in City ownership, not specific to the part that Trimount is interested in, but comments are generalized)

- Subject Property is located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. The natural creek bed of the Bennett Creek cuts across the eastern half of this property. Any development on the remainder of the City owned property on Yates Avenue will require a site plan review by SSMRCA and may require a SSMRCA permit

PWT

- Support proposed sale
- Most newly created lots on Yates Avenue require servicing (sanitary and water). Public Works has installed services in the past, with costs being (partially) recouped from the property sale account. The sanitary main on Yates is fairly deep, so the by-law prices for sanitary lateral installation will most likely not cover the complete construction cost. PUC water costs are also applicable (may not apply if the owner uses the existing services)

CDES – No comments or objections

DSSMSSAB – No issues in regards to the request.

Meeting No.
Date 3/20/2023
Item No. 7.22

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

TDF Application – Coppa Giovanni Soccer Tournament and Italian Festival

2. Initiated By:

Tourism and Community Development

3. Referred By:

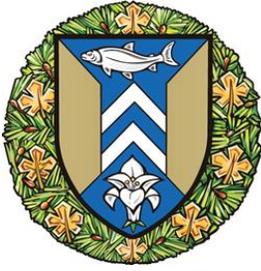
Travis Anderson

4. Decision Required:

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

5. Documents attached:

- TDF Application - Coppa Giovanni Soccer Tournament and Italian Festival .docx



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

COUNCIL REPORT

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Travis Anderson, Director Tourism & Community
Development

DEPARTMENT: Community Development and Enterprise Services

RE: TDF Application - Coppa Giovanni Soccer Tournament and
Italian Festival

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

Background

The Tourism Development Fund (TDF) was implemented June 1, 2021 to provide financial support to the broader tourism sector in different two 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 is 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

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 Director's meeting, February 21, 2023 one (1) application was reviewed with the following recommendation:

1. Coppa Giovanni Soccer Tournament and Italian Festival- \$10,000

Coppa Giovanni Soccer Tournament and Italian Festival

The inaugural year of the Coppa Di Giovanni Soccer Tournament is a proposed annual soccer tournament designed to attract twelve+ out of town men's soccer teams to a World-Cup-format soccer tournament. The intent of this tournament is to create an annual homegrown event that brings teams and families to Sault Ste. Marie every summer. This event will be paired with the Giovanni Italian Festival, which includes Italian culinary offerings as well as culture and popular music, also providing additional activities to support the tournament after field play. The request of \$10,000 from the Tourism Development Fund will be used to support digital advertising and marketing of the event to help attract athletes and attendees from out of town as well as support facility rentals (soccer fields) and officials (referee) costs.

Visitation Projections:

- Total Out of Town Participation for Soccer Tournament: 540
- Total Out of Town Participation for Italian Festival: 200

Economic Impact:

- 540 Visitors x 3 days x \$150 = \$243,000 (Soccer Tournament)
- 200 Visitors x 2 days x \$150 = \$60,000 (Italian Festival)

In recognition of the positive impact, the 2023 Coppa Giovanni Soccer Tournament and Italian Festival will have on the local tourism industry the Board of Tourism Sault Ste. Marie passed the following resolution:

"Be it resolved that Tourism Sault Ste. Marie recommend a contribution of \$10,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the 2023 Coppa Giovanni Soccer Tournament and Italian Festival July 7th – 9th, 2023 and that a report be submitted to City Council for consideration and approval."

Carried.

Financial Implications

No new funds would be required. The Tourism Development Fund currently has \$56,111 uncommitted for the purposes of financial assistance within the tourism sector.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plans Focus Area:

- Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.

- 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 of Tourism and Community Development dated March 20, 2023 concerning Tourism Development Fund Applications for the 2022 Coppa Giovanni Soccer Tournament and Italian Festival be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$10,000 be approved.

1. Coppa Giovanni Soccer Tournament and Italian Festival – \$10,000

Respectfully submitted,

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

Meeting No.
Date 3/20/2023
Item No. 7.23

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Community Development Fund – Green Initiatives Program Applications March 2023

2. Initiated By:

Tourism and Community Development

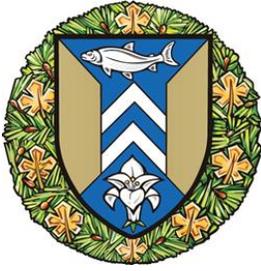
3. Referred By:

4. Decision Required:

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

5. Documents attached:

- March 2023 Community Development Fund – Green Initiatives Program Applications.docx



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

C O U N C I L R E P O R T

March 20, 2023

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

Purpose

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

Background

The Green Initiatives Program of the Community Development Fund (CDF) purpose is to support green initiatives that result in reduced greenhouse gas emissions (GHGs), improve water quality / rehabilitation, increase energy efficiency, healthy and resilient ecosystems, including habitat restoration, active transportation and waste reduction. The City of Sault Ste. Marie’s (the City) Environmental Sustainability Committee (ESC) is responsible for making recommendations for the allocation of funds for eligible projects or programs that support the City’s environment plans and practices. Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and are accepted on an rolling intake throughout the year. Total annual funds available for all projects under the CDF – Green Initiatives Program in 2023 is \$50,000, with \$778.11 in reserve. Eligible applicants include not-for-profit organizations and City departments.

Two (2) projects were presented to the ESC on March 7, 2022. The committee passed the following resolutions:

Mover: C. Gardi

Seconder: V. Prouse

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF – Green Initiatives Program in the amount of \$3,920.00 for the City of Sault Ste. Marie Lawn Maintenance Equipment Electrification Project and recommends that Council approves the request.

Mover: N. Roubel

Secunder: V. Prouse

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF – Green Initiatives Program in the amount of \$6,416.19 for Invasive Species Centre Himalayan Balsam community pull project and recommends that Council approves the request.

Analysis

City of Sault Ste. Marie Fire Services Lawn Maintenance Equipment Electrification Project Funding Request

The City of Sault Ste. Marie Fire Services is looking to replace four (4) weed eaters and batteries and one (1) riding lawn mower with electric models but are facing a budget shortfall of \$3,920 due to higher costs of electric models. The carbon footprint of carbon emissions per year of internal combustion mowers compared to electric mowers is approximately 84% less¹. Though electric lawn equipment currently costs more than an internal combustion engine model, over the span of 10 years, the cost will even out due to less fuel and maintenance costs. Lawnmowers powered by electricity have no direct fuel to burn reducing tailpipe emissions and also producing 5,000 times less carbon monoxide and 3,300 times less hydrocarbons compared to gas mowers². This project aligns with the GHG Reduction pillar of the Green Initiatives Fund, as well as the resolution brought to Council in 2022 regarding developing a multi-year replacement plan for the electrification of small engine equipment as existing equipment reaches the end of its useful life.

Invasive Species Centre Himalayan Balsam Pull Project Funding Request

The Invasive Species Centre (ISC) Himalayan Balsam Community Management Project will see collaboration between the ISC and multiple local environmental organizations to build a coordinated response to tackle the growing Himalayan balsam populations in Sault Ste. Marie. This project will involve the development of common messaging on identification, prevention, reporting and management through public communications, community pulls, and educating and encouraging homeowners to manage and replace the species on their properties. The project will include five (5) Himalayan balsam pull events, both private and public. Community members will be encouraged to take part in the public pulls where they will be taught hands-on how to manage Himalayan balsam and contribute to reducing the Himalayan balsam population in Sault Ste. Marie. Attendees will leave not only knowing more about Himalayan balsam, but also with understanding about the broader invasive species issues and how to prevent them in their day-to-day activities. This project aligns with the improving water quality / rehabilitation and healthy and resilient ecosystems, including habitat restoration of the Green Initiatives Fund.

¹ <https://emsmastery.com/2020/05/23/how-do-lawn-mowers-impact-climate-change/>

² <https://homeguides.sfgate.com/differences-between-electric-gas-lawn-mowers-75889.html>

Financial Implications

The 2023 Community Development Fund – Green Initiatives Fund currently has an uncommitted balance of \$35,261 with \$778 in reserve available to support the two projects in this report totalling \$10,336.

Strategic Plan / Policy Impact / Climate Impact

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

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

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

- Supporting fleet electrification opportunities
- Environmental Stewardship
- Encouraging the growth of non-invasive species
- Encouraging the preservation of natural areas

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of Emily Cormier, Sustainability Coordinator dated March 20, 2023 titled March 2023 Community Development Fund – Green Initiatives Program Applications be received and that the recommendations of the Environmental Sustainability Committee to support the two projects as follows be approved:

1. City of Sault Ste. Marie Fire Services Lawn Maintenance Equipment Electrification Project Funding in the amount of \$3,920
2. Invasive Species Centre: SSM Himalayan Balsam Community Management Project in the amount of \$6,416.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
705.989.8748
e.cormier2@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.24

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Carpenters’ Constitutional Challenge – Final Update

2. Initiated By:

Legal

3. Referred By:

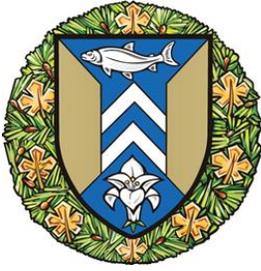
Karen Fields, Orsalina Naccarato

4. Decision Required:

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

5. Documents attached:

- Carpenters' Challenge Final Update.docx



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: Carpenters' Constitutional Challenge – Final Update

Purpose

The purpose of this report is to provide Council with a final update on the court case of the Carpenters' District Council of Ontario, United Brotherhood of Carpenters, and Joiners of America (the Applicants) and the Corporation of the City of Sault Ste. Marie (the Respondent), dated January 24, 2023.

Background

As reported in past interim reports, on July 4, 2019, section 127 of the Labour Relations Act, ("LRA") was amended to deem certain entities non-construction employers ("NCE"). One of those entities was "a municipality". Prior to this amendment, the City of Sault Ste. Marie was deemed to be a construction employer, which meant it would be bound to a specialized regime for the construction industry including a specific bargaining scheme for unions for building trades in the industrial, commercial, and institutional ("ICI") sector of the construction industry. One of the key provisions of the province-wide collective agreements is the prohibition on an employer from subcontracting to non-union companies. The amendment to the *LRA* meant that the City could now become a non-construction employer, and not be bound by the provincial agreement and the restrictions that brought. The Applicants challenged the constitutionality of the amendment on the claim that it violated section 2(d) of the Canadian Charter of Rights and Freedoms ("the Charter"). Section 2(d) includes a right to collective bargaining. The Ontario Labour Relations Board ("the Board") heard the cases and concluded that there was no breach of section 2(d) of the Charter. The Applicants then brought an application for judicial review of the Labour Board's decisions, to the Divisional Court. The matter was heard on December 12, 2022, and the application was dismissed. The Court held that the Board was correct in concluding that there was no infringement of section 2(d) of the Charter. The Applicants then had the option of seeking leave to appeal to the Court of Appeal on Ontario if they so chose. They have chosen not to do so.

Analysis

The matter is now concluded. The City remains a non-construction employer under the *LRA*.

Financial Implications

There are no financial implications to this update.

Strategic Plan / Policy Impact / Climate Impact

This is not a matter articulated in the corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of Karen Fields, City Solicitor, dated March 20, 2023, concerning the final outcome of Carpenters' Constitutional Challenge be received as information.

Respectfully submitted,

Karen Fields

City Solicitor

705.759.5407

k.fields@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.25

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Declare Property Surplus – Part of Wiber Street

2. Initiated By:

Legal

3. Referred By:

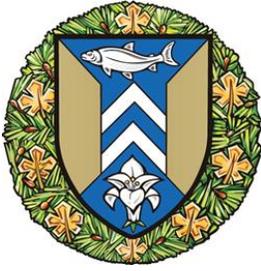
4. Decision Required:

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

The relevant By-law 2023-25 is listed under Agenda item 12 and will be read with all by-laws under that item.

5. Documents attached:

- Part of Wiber Street Declared Surplus.docx
- Schedule A Pt Wiber Street Surplus (Open).pdf



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

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Declare Property Surplus – Pt of Wiber Street

Purpose

The purpose of this report is to recommend to Council that the property described as PIN 31504-0364 (LT) WIBER ST PL H436 TARENTORUS N/S COREY AV PL H436; SAULT STE. MARIE, being part of Wiber Street, be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

Attachment

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

Background

On May 21, 2021, the Legal Department received a request from Harold and Barb Thompson to ascertain if this section of Wiber Street could be declared surplus. Mr. and Mrs. Thompson advised that they are interested in the Subject Property as an extension to their own adjacent property for green space. They further advised that they have been maintaining the Subject Property for the past 56 years. The Subject Property is classified as a "Street", however the planned extension will not proceed.

Gary and Marla Fahrer are the other adjacent property owners. They have advised they are also interested in one half of the Subject Property. The request was circulated to various City Departments and the SSMRCA.

A. Circulation Results

City Departments confirmed that the planned extension for Wiber Street is no longer proceeding and that the Subject Property is a developable lot.

The Building Department advised that the Subject Property would require sanitary and water services in order to allow for any building.

The Engineering Department advised that the installation of a sanitary lateral would be necessary to service the Subject Property, and that consideration should

be made to returning the corner roundings to the adjacent property owners if the Subject Property is sold. PUC responded to Engineering's request for comments and advised the following:

- waterfront charges would need to be assessed;
- the Subject Property is presently considered unserviced with respect to water. New servicing would be provided and associated amounts due in accordance with by-law rates at the time of servicing; and
- the Subject Property has an existing fire hydrant which would require an easement.

The Planning Department advised that the Subject Property is zoned Parks and Recreation. Further, Planning recommended that prior to any sale, the City should apply to rezone the Subject Property to Single Detached residential to permit development that is consistent with the rest of neighbourhood.

Public Works and CD & ES support comments made by Planning and have no further comments. Sault Ste. Marie Conservation Authority advised that they have no objections. The Subject Property is not located within an area under the jurisdiction of the Conservation Authority.

Analysis

If Council declares the Subject Property surplus, the property will be advertised once in the Sault Star and also appear on the City's web page.

Financial Implications

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the property it may be assessable depending upon its ultimate use.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Authorize that the City owned property described as PIN 31504-0364 (LT) WIBER ST PL H436 TARENTORUS N/S COREY AV PL H436; SAULT STE. MARIE being part of Wiber Street ("Subject Property"), be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land, as a serviced lot, with servicing costs to be completed at the City's expense only upon receipt of an offer for the Subject Property consistent with fair market value and to the satisfaction of the City Solicitor or her designate.

Further authorize City Staff to take the necessary steps to apply to rezone the Subject Property from Parks and Recreation to Single Residential.

Declare Property Surplus – Pt of Wiber Street

March 20, 2023

Page 3.

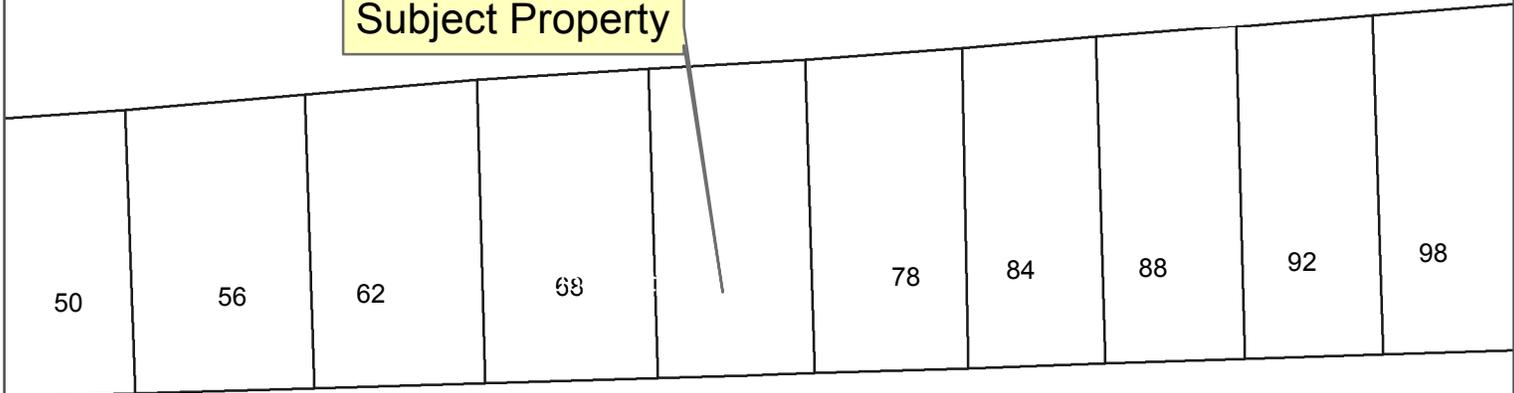
By-law 2023-25 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

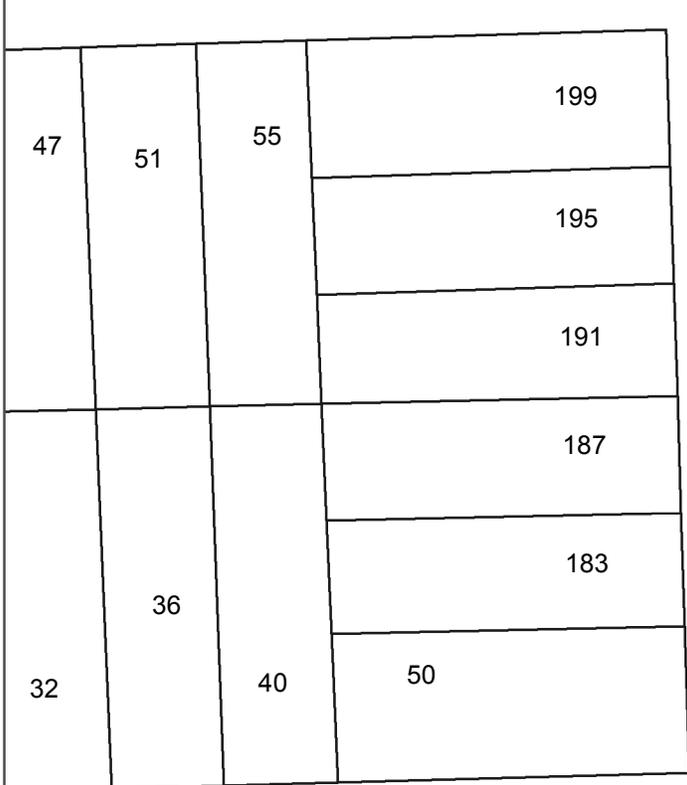
Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759-5403
m.borowiczsibenik@cityssm.on.ca

Schedule "A"

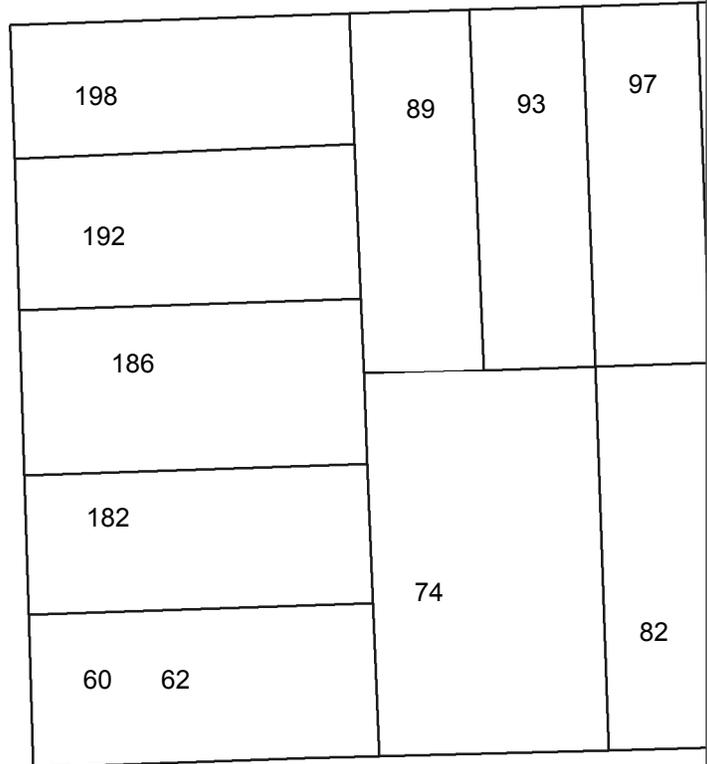
Subject Property



Corey Avenue



Wiber Street



Lawson Avenue

MAP TITLE

MAP PURPOSE/DESCRIPTION

The Corporation of the City of Sault Ste. Marie
 Legal Department
 June 17, 2015

This map is for general reference only.
 For official mapping, see the
 Engineering and Planning Department.
 Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
 GCS North American 1983

 Parcel Fabric

0 5 10 20 Meters



1:1,000

Meeting No.
Date 3/20/2023
Item No. 7.26

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Declare Property Surplus – 124R Albert Street East

2. Initiated By:

Legal

3. Referred By:

Orsalina Naccarato

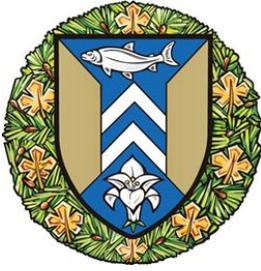
4. Decision Required:

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

The relevant By-law 2023-30 is listed under Agenda item 12 and will be read with all by-laws under that item.

5. Documents attached:

- Property Declared Surplus - 124R Albert Street E.docx
- 124R Albert St E - Schedule A.pdf



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

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: 124R Albert Street East, Property Declared Surplus

Purpose

The purpose of this report is to recommend to Council that the property described as PIN 31543-0111 (LT) LT 5-6 PL 11215 ST. MARY'S T/W T382512; SAULT STE. MARIE, being civic 124R Albert Street East be declared surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

Schedule "A"

Attached as Schedule "A" is a map of the Subject Property.

Background

The City Legal Department circulated this matter to various City Departments and the Sault Ste. Marie Region Conservation Authority ("SSMRCA") on April 24, 2019 for comments to see if this City property could be declared surplus to the City's needs.

There were no objections to declaring the property surplus.

Planning advised that it would appear this property is unserviced and is only accessible via the laneway, therefore a rezoning to reduce frontage would be required. They advised it would be preferable to sell to abutting land owners.

Engineering advised that Bell Canada would require an easement. There is a record of an old sanitary lateral connection to Hughes Street along the laneway. No other services along lane. They suggested that this property be offered for sale to the abutting property owners.

Analysis

If Council declares the property surplus, the property will be advertised once in the Sault Star and will appear on the City's web page.

Financial Implications

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

124R Albert Street E., Property Declared Surplus

March 20, 2023

Page 2.

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

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant City Solicitor / Senior Litigation Counsel dated March 20, 2023 concerning 124R Albert Street East be received and that Council declare the City owned property described as PIN 31543-0111 (LT) LT 5-6 PL 11215 ST. MARY'S T/W T382512; SAULT STE. MARIE, being civic 124R Albert Street East as surplus to the City's needs and that the disposition of the said property in accordance with the City's policy for the disposition of land to the abutting properties owners be authorized.

The relevant By-law 2023-30 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705-759-5403
m.borowiczsibenik@cityssm.on.ca



Meeting No.
Date 3/20/2023
Item No. 7.27

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Herbert Street – Assumption, Closing, Conveyance

2. Initiated By:

Legal

3. Referred By:

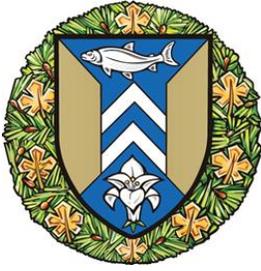
4. Decision Required:

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

The relevant By-laws 2023-31 and 2023-32 are listed under Agenda item 12 and will be read with all by-laws under that item.

5. Documents attached:

- Herbert Street - Street Assumption, Closing, Conveyance.docx
- Schedule A - Drawing Herbert Street.docx



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

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, Solicitor
DEPARTMENT: Legal Department
RE: Herbert Street – Assumption, Closing, Conveyance

Purpose

The Purpose of this report is to seek Council’s approval to assume Herbert Street and establish it as a public street in order to stop up, close, and convey part of Herbert Street to Algoma Family Services.

Schedule “A”

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

Background

In 2018 the City completed drainage improvements and storm water management works on a portion of properties from McNabb Street to Gladstone Avenue, which Project included the installation and perpetual maintenance of a new storm sewer. A portion of the proposed storm sewer was installed on the lands owned by Algoma Family Services located at 205 McNabb Street.

At that time Algoma Family Services requested that a portion of Herbert Street abutting their property at 205 McNabb Street be transferred to them to extend its parking lot.

The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comments.

The Sault Ste. Marie Region Conservation Authority advised that the Subject Property is not in an area under the jurisdiction of the Conservation Authority.

The Planning Department, Engineering Department, Building Department, and Public Works Department had no objections. We were advised easements are required by Bell Canada and PUC. Also, the City will retain an easement in the Transfer for sewer maintenance, park maintenance, and general access as required for regular City service operations.

Herbert Street – Assumption, Closing, Conveyance

March 20, 2023

Page 2.

Analysis

Not applicable.

Financial Implications

There is no significant financial impact associated with this matter.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

By-law 2023-31 being a by-law to assume Herbert Street described as Herbert St PL 2012 St. Mary's except T87748; Herbert St PL H496 St. Mary's lying W of T89496; Sault Ste. Marie for public use and establish it as a public street and By-law 2023-32 being a by-law to stop up, close and convey a portion of Herbert Street described as Parts 1, 2, 3, 4, 5 and 6 Plan 1R13987 to Algoma Family Services appears elsewhere on the agenda and are recommended for approval.

Respectfully submitted,

Jeffrey King

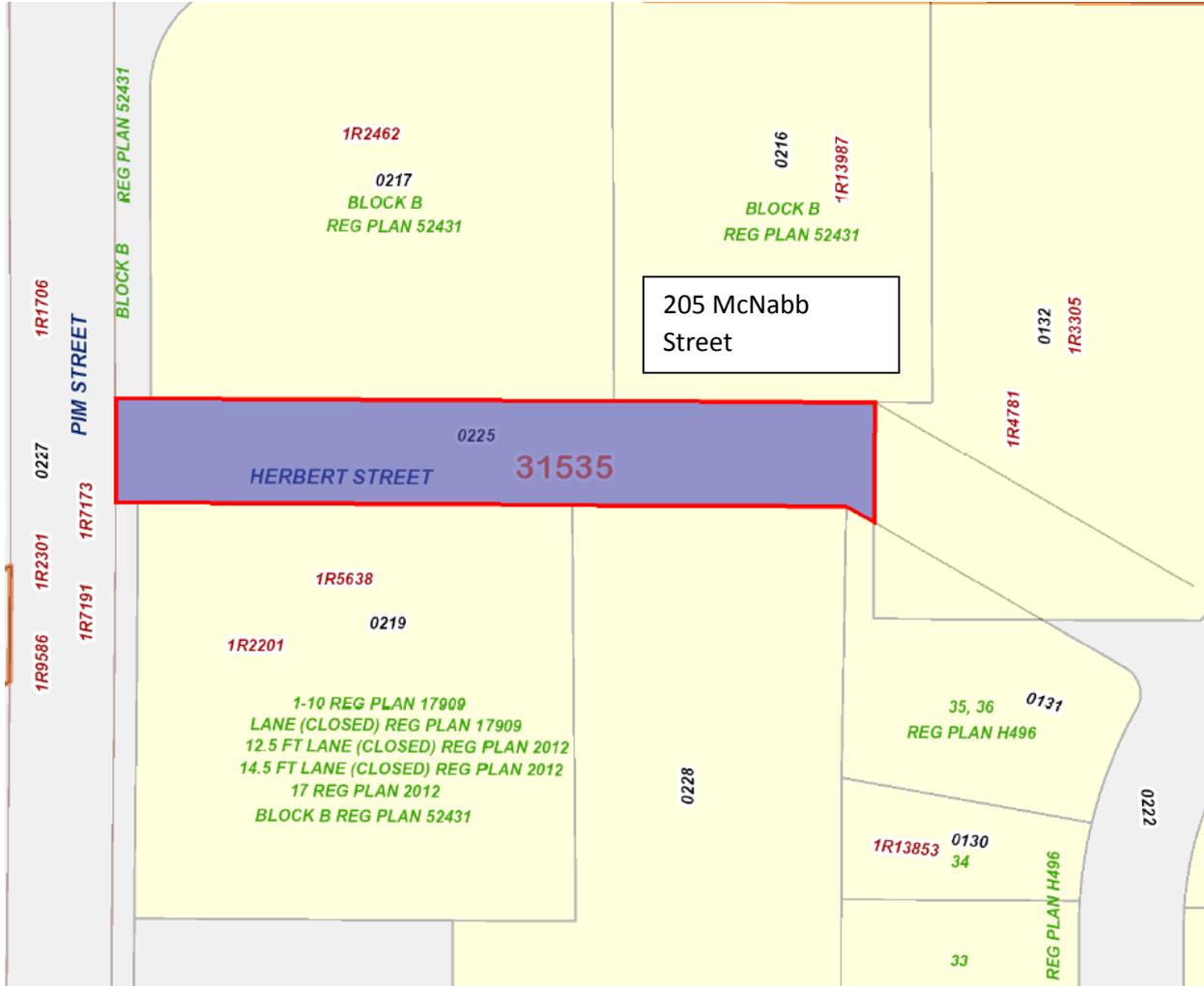
Solicitor

705.759.2662

J.king3@cityssm.on.ca

LEGAL\STAFF\COUNCIL\REPORTS\2023\HERBERT STREET - STREET ASSUMPTION, CLOSING, CONVEYANCE.DOCX

Schedule "A"



Meeting No.
Date 3/20/2023
Item No. 7.28

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Housekeeping – Repeal By-law 2021-155 Surplus Property (Ellsin)

2. Initiated By:

Legal

3. Referred By:

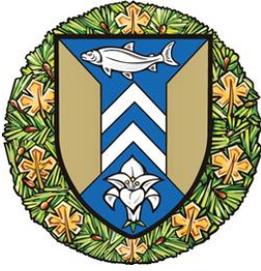
Melanie Borowicz-Sibenik, Orsalina Naccarato

4. Decision Required:

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

5. Documents attached:

- Housekeeping - Repeal By-law 2021-155 - Surplus Property Ellsin.docx



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/
DEPARTMENT: Legal Department
RE: Housekeeping – Repeal By-law 2021-155 Surplus Property
(Ellsin)

Purpose

The purpose of this report is to recommend that City Council repeal By-law 2021-155 being a by-law to authorize the sale of surplus property on Yates Avenue legally described as PART PIN: 31609-0384 (LT) PART SECTION 34; PART 1 1R13791, TOWNSHIP OF KORAH, CITY OF SAULT STE. MARIE to Ellsin Environmental Ltd.

Background

On August 9, 2021, City Council passed By-law 2021-155 being a by-law to authorize the sale of surplus property on Yates Avenue, legally described as Part PIN 31609-0384 (LT) PART SECTION 34; PART 1 1R13791, TOWNSHIP OF KORAH, CITY OF SAULT STE. MARIE to Ellsin Environmental Ltd. Subsequently, this transaction did not proceed, and it is necessary to repeal By-law 2021-155.

Analysis

Not applicable.

Financial Implications

Not applicable.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

By-law 2023-40, being a by-law to repeal By-law 2021-155 appears elsewhere on the Agenda and is recommended for your approval.

Housekeeping – Repeal By-law 2021-155 Surplus Property (Ellsin)

March 20, 2023

Page 2.

Respectfully submitted,

Melanie Borowicz-Sibenik

Assistant City Solicitor/
Senior Litigation Counsel

705-759-5403

m.borowiczsibenik@cityssm.on.ca

LEGAL\STAFF\COUNCIL\REPORTS\2023\HOUSEKEEPING - REPEAL BY-LAW 2021-155 - SURPLUS PROPERTY

Meeting No.
Date 3/20/2023
Item No. 7.29

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Housekeeping – Repeal By-law 2016-148 Surplus Property Yates Avenue (Parniak)

2. Initiated By:

Legal

3. Referred By:

Orsalina Naccarato

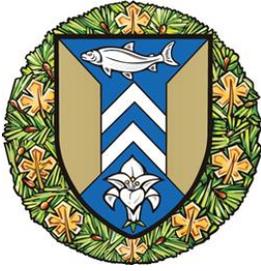
4. Decision Required:

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

The relevant By-law 2023-39 is listed under Agenda item 12 and will be read with all by-laws under that item.

5. Documents attached:

- Housekeeping - Repeal By-law 2016-148 Surplus Property Yates Avenue (Parniak).docx



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

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Housekeeping – Repeal By-law 2016-148 Surplus Property
Yates Avenue (Parniak)

Purpose

The purpose of this report is to recommend that City Council repeal By-law 2016-148 being a by-law to authorize the sale of surplus property on Yates Avenue legally described as PT S.W. ¼ SECTION 34 BEING PART 1 ON 1R13242; Sault Ste. Marie, part PIN 31609-0368 to Nick Parniak.

Background

On September 26, 2016 City Council passed By-law 2016-148, being a by-law to authorize the sale of surplus property being part 110 Yates Avenue (legally described as PT S.W. ¼ SECTION 34 BEING PART 1 ON 1R13242; Sault Ste. Marie, part PIN 31609-0368) to Nick Parniak or as otherwise directed by him. Subsequently this transaction did not proceed, and it is necessary to repeal By-law 2016-148.

Analysis

Not applicable.

Financial Implications

Not applicable.

Strategic Plan / Policy Impact / Climate Impact

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

Housekeeping-Repeal By-law 2016-148 Surplus Property Yates Avenue
(Parniak)
March 20, 2023
Page 2.

Recommendation

It is therefore recommended that Council take the following action:

By-law 2023-39, being a by-law to repeal By-law 2016-148 appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,

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

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2023\Housekeeping - Repeal By-law 2016-148 Surplus Property
Yates Avenue (Parniak).docx

Meeting No.
Date 3/20/2023
Item No. 7.30

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Zoning 204 South Market – Ontario Land Tribunal

2. Initiated By:

Legal

3. Referred By:

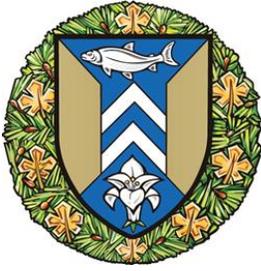
Orsalina Naccarato

4. Decision Required:

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

5. Documents attached:

- Zoning Appeal 204 South Market-OLT Order.docx



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, Solicitor
DEPARTMENT: Legal Department
RE: Zoning 204 South Market – OLT Order

Purpose

The purpose of this report is to update City Council on a Decision and Order made by the Ontario Land Tribunal (“OLT”) on February 22, 2023 respecting the appeal made by Mark Brown (the “Appellant”) regarding the City’s approval of application for a Zoning By-Law amendment #2022-155 and Official Plan amending #2022-154.

Background

City Council passed By-laws 2022-154 and 2022-155 on August 29, 2022. The purpose of By-law 2022-154 & 2022-155 was to change the zone designation of 204 South Market Street from R3 (Low Density Residential) zone and R4 (Medium Density Residential) zone to R4.S (Medium Density Residential) zone with a “Special Exception” to, in addition to those uses permitted in an R4 zone:

- a) That a personal storage (self-storage) facility be permitted, in addition to those uses currently permitted in the R4 Zone.
- b) That a 1.8m fence, in association with the proposed daycare facility be permitted to locate in a front yard.
- c) That the total number of dwelling units be limited to 376 units or equivalent flow.

An appeal was filed by the Appellant regarding Council’s decision. On December 21, 2022 OLT issued a Notice of Hearing by Video Conference for February 22, 2023. In advance of the Hearing date, the City brought a Motion to Dismiss which was heard before the start of the hearing.

On February 22, 2023, OLT issued its Decision regarding the Motion to Dismiss. Specifically, OLT granted the Motion and dismissed the appeals by Mark Brown.

Analysis

OLT’s decision issued February 22, 2023 is final.

Zoning 204 South Market – OLT Order

March 20, 2023

Page 2.

Financial Implications

The appeal was argued by in-house staff. As such the financial impact was nominal.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Solicitor dated March 20, 2023 concerning Zoning 204 South Market – OLT Order be received as information.

Respectfully submitted,

Jeffrey King

Solicitor

705.759-2662

j.king3@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.31

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Next Generation 9-1-1 Ontario Transfer Payment Agreement

2. Initiated By:

Fire/EMS

3. Referred By:

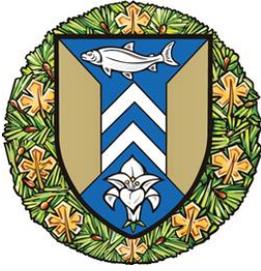
4. Decision Required:

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

The relevant By-law 2023-47 is listed under Agenda item 12 and will be listed with all by-laws under that item.

5. Documents attached:

- NG-9-1-1 Ontario Transfer Payment Agreement(1).docx



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

COUNCIL REPORT

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: NG-9-1-1 Ontario Transfer Payment Agreement

Purpose

The purpose of this report is to inform Mayor Shoemaker and Council of the recent approval for grant funding from the province to assist with the integration and implementation of Next Generation 9-1-1 (NG-9-1-1), and to approve the transfer payment agreement.

Background

NG-9-1-1 is a nationwide, standards-based, all IP emergency communications infrastructure enabling voice and multimedia communications between a 911 caller and a 911 center, then on to the responders in the field.

The existing 911 system has serviced the country, province and city for over 30 years and is at the end of its life. The Canadian Radio-television and Telecommunications Commission (CRTC) has mandated the emergency telecommunications networks and 911 call centers to transition to a new 911 system, known as Next Generation 911 (NG-9-1-1), by March 4, 2025.

On November 28, 2022, the Minister of the Solicitor General announced the opening of the application process for the NG-9-1-1 Funding Supports. A statement from Joy Stevenson, Assistant Deputy Minister Emergency Services Telecommunications Division, reads "Ontario is pleased to be providing funding to help support the transition to NG-9-1-1. In total, there is \$208 million available to support NG-911 readiness and transition".

Analysis

The deadline to submit for funding was January 10, 2023. Sault Ste. Marie Fire Services and the CAO submitted an application for the grant outlining costs associated with the transition to NG-9-1-1. On March 2, 2023, the City was informed of approval for the grant in the amount of \$600,000. This grant funding will assist in the following areas: NG-9-1-1 Technology Upgrades such as hardware, software and licencing costs, call handling systems, multimedia handling, Computer Aided Systems (CAD) integrations and Radio System integrations.

NG-9-1-1 Ontario Transfer Payment Agreement

March 20, 2023

Page 2.

NG-9-1-1 Project Support - project management, training to support members and consultants.

NG-9-1-1 Infrastructure - facility assessments to support the technology, physical site/facilities upgrades required to support NG-9-1-1 and network requirements.

Financial Implications

Grant approval of \$600,000 from the province to assist with NG-9-1-1 integration and implementation.

Strategic Plan / Policy Impact / Climate Impact

Service Delivery - Ensuring that Sault Ste. Marie Fire Services and the Corporation of the City of Sault Ste. Marie provide efficient and effective 9-1-1 communications to the community.

Recommendation

It is therefore recommended that Council take the following action:

The Ontario Transfer Payment Agreement and the relevant By-law are listed under item 12 of the Agenda and are recommended for approval.

Respectfully submitted,

Peter Johnson

Fire Chief

705.949.3333

p.johnson@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.32

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Commercial Assessment Growth Community Improvement Plan

2. Initiated By:

Planning

3. Referred By:

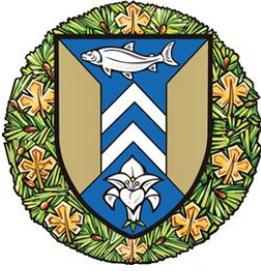
Peter Tonazzo, Stephanie Perri, Shelley Schell

4. Decision Required:

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

5. Documents attached:

- Commercial Assessment Growth Community Improvement Plan.docx



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

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Peter Tonazzo, RPP, Director of Planning
DEPARTMENT: Community Development and Enterprise Services
RE: Commercial Assessment Growth Community Improvement Plan

Purpose

This report provides Council with information pertaining to the use of a Community Improvement Plan (CIP) to incentivize any and all commercial development.

Background

On September 28th, 2020, Council passed the following Resolution:

Whereas it is in the City of Sault Ste. Marie's interests to see assessment growth across all sectors; and

Whereas community improvement programs have been successful in spurring assessment growth in targeted sectors and areas; and

Whereas community improvement programs must be vetted and approved by the provincial government;

Now Therefore Be It Resolved that the Planning Department query the provincial government on their opinion on adding "any and all commercial assessment growth" as an eligible category under the City's existing Economic Growth CIP;

Further that staff make a recommendation on whether to implement such a community improvement program.

Analysis

Projected Commercial Growth

As part of Shape the Sault, the new OP project, Metro Economics, Dillon Consulting and Planning staff undertook a number of studies to estimate future commercial land demands and existing commercial land supply, including allowances for ongoing vacancies, re-uptake of vacant space, leakage rates and

expenditure in-flow. A more detailed discussion can be found in the Official Plan Background Report.¹

- Retail space is anticipated to grow by about 600,000sq.ft. between 2016 and 2036, requiring approximately 15ha of land.
- Non-retail commercial space is anticipated to grow by 3,000 jobs requiring 105ha of land.
- Total commercial land demand is 120ha, with only 46ha of supply, resulting in a 74ha shortage.
 - This shortage has been accommodated in a proposed 'mixed employment' land use designation applied to a number of lighter industrial areas, permitting a variety of commercial uses.

Community Improvement Plans (CIPs)

CIPs are a planning tool used by municipalities to achieve positive public outcomes through programs, grants and incentives. CIPs can be community wide or area specific.

Under the Planning Act, Community Improvement Plans (CIPs) can be undertaken for environmental, social or economic development reasons. The Provincial framework around CIPs is broad enough to allow for a wide variety of applications, including incentivizing any and all commercial development, if doing so was deemed to address a locally important concern.

A number of CIPs have been successfully implemented locally, including:

1. Downtown CIPs – A series of CIPs that provided grants and other incentives to properties located in the downtown core. It is generally understood that a healthy, vibrant downtown is critically important to the overall health of the community. These CIPs have expired. Planning staff are evaluating the overall effectiveness of this suite of incentives and will be requesting funds for a future CIP as part of future budget deliberations.
2. Rental Housing CIP – For many years purpose built rental units were not being constructed, resulting in a shortage of rental units. In recognizing this issue, a community wide CIP was implemented to provide tax increment rebates for new residential rental projects. This CIP will be ending in May 2024. The Housing Task Force is currently reviewing a wide variety of regulations and incentives that can be implemented to facilitate the construction of more housing, with an emphasis on creating units that are affordable to the 'missing middle'. It is anticipated that a report with recommendations will be brought to Council later this year.
3. Economic Development CIP – The Economic Development CIP provides tax increment rebates or a one-time grant to incentivize new and expanding businesses within targeted, export related industry sectors. The overall

¹ <https://shapethesault.ca/>

goal is job creation. Local population serving activities such as medical centres and retail sales are not eligible. This CIP will be coming to an end later this year. Planning and Economic Development Staff have begun discussions to evaluate the overall success of this CIP. It is anticipated that a report with recommendations will be brought to Council this fall.

Incentivizing Any and All Commercial Development

Almost all private development results in assessment growth. The use of the CIP tool should be more strategic to achieve additional positive, public outcomes. Therefore, it is not recommended that Council enact a Community Improvement Plan (CIP) to provide incentives to “any and all commercial assessment growth”. There does not appear to be a demonstrated public need that would warrant utilizing development incentives. As noted in the statistics outlined above, the majority of projected commercial development demand is for non-retail commercial uses, many of which may be eligible for the Economic Development CIP and future iterations thereof. For example, the application from Rusty Halo Productions Inc., which appears elsewhere on Council’s agenda and is recommended for approval.

Planning staff is currently undertaking a number of projects that will inform future CIPs which might provide incentives for commercial development. The Draft Official Plan contains policies to prioritize new development that fills ‘land use gaps’ to create complete neighbourhoods. In some cases, the land use gap is that of commercial development.

With the aforementioned Draft OP providing the policy framework, staff is also undertaking a Nodes and Corridors Study to specifically identify and rezone vacant and underdeveloped properties to encourage development that fills land use gaps. Where commercial (or mixed use) development is identified as the land use gap, it may be appropriate to provide incentives to facilitate such development. It is anticipated that staff will be bringing a report back to Council with recommendations, later this year.

Financial Implications

Accepting this report as information does not have any financial implications. It is understood that the very nature of the CIP tool is to provide incentives to facilitate specific types of development in specific areas, to achieve a number of social, economic and

Strategic Plan / Policy Impact / Climate Impact

Accepting this report as information is not directly linked to any policies within the Corporate Strategic Plan.

Recommendation

Resolved that the report of the Director of Planning dated March 20, 2023 concerning Commercial Assessment Growth Community Improvement Plan be received and that Council not proceed with a Community Improvement Plan that provides incentives to any and all commercial development.

Commercial Assessment Growth Community Improvement Plan

March 20, 2023

Page 4.

Respectfully submitted,

Peter Tonazzo, RPP

Director of Planning

p.tonazzo@cityssm.on.ca

705.759.2780

Meeting No.
Date 3/20/2023
Item No. 7.33

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Rental Housing Incentive Program – 19 - 36 Wright Street

2. Initiated By:

Planning

3. Referred By:

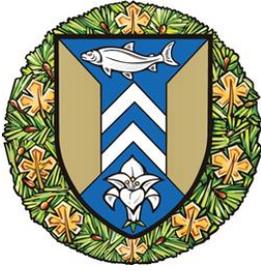
Peter Tonazzo, Stephanie Perri, Jonathan Kircal, Shelley Schell

4. Decision Required:

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

5. Documents attached:

- Rental Housing Incentive Program - 19 - 36 Wright Street.docx
- 36 Wright Street Plans Elevations.pdf



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

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jonathan Kircal, RPP, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Rental Housing Incentive Program – 19 - 36 Wright Street

Purpose

The purpose of this report is to recommend a municipal tax increment grant, under the City's Rental Housing Community Improvement Plan, for the property located at 36 Wright Street.

Background

In 2013, City Council approved a Rental Housing Community Improvement Plan under Section 28 of the Planning Act and Section 365 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects.

The Rental Housing Community Improvement Plan provides for tax grants on a declining basis over a three-year period, with an additional incentive for projects that incorporate spaces to support assisted-living programs, or where additional barrier free units are constructed.

The existing program provides a tax grant of up to 75% of the municipal taxes resulting from an increase in the assessed value of the property, following new construction (usually after the first year). This declines to 50% in year two and 25% in year three. If developments provide additional barrier-free/accessible units, or spaces to accommodate support services, projects are then eligible to receive the tax incentive over 4 years, at 75% in years one and two, 50% in year three, and 25% in year four.

The development of additional rental units is important to provide a range of housing types to match residents' needs; to ensure the overall supply of rental housing is maintained; and to provide good short-term housing options for persons wishing to move to Sault Ste. Marie.

Analysis

The proposal for 36 Wright Street will see the development of a multiple attached building consisting of four dwelling units. Each unit will be comprised of two

bedrooms, one bathroom, and an open concept kitchen and living area, along with a laundry room and covered patio. The two end units will have attached garages. Two of the units will be barrier free units for accessible living as per the Ontario Building Code.

Financial Implications

It is recommended that the project be approved for a tax grant, over three years, with a grant of 75% of the municipal taxes in year one, 50% in year two, and 25% in year three. The tax rebate will result in a levy increase, which will negate the assessment growth during the three years. The tax rebate results in the deferral of the incremental tax increase resulting from this project until after the rebate period ends.

Strategic Plan / Policy Impact / Climate Impact

The Rental Housing Incentive Program, and the projects approved under this initiative, align with the Corporate Strategic Plan, specifically, under the Community Development focus area – creating social and economic activity, developing partnerships with key stakeholders, and maximizing economic development and investment.

Recommendation

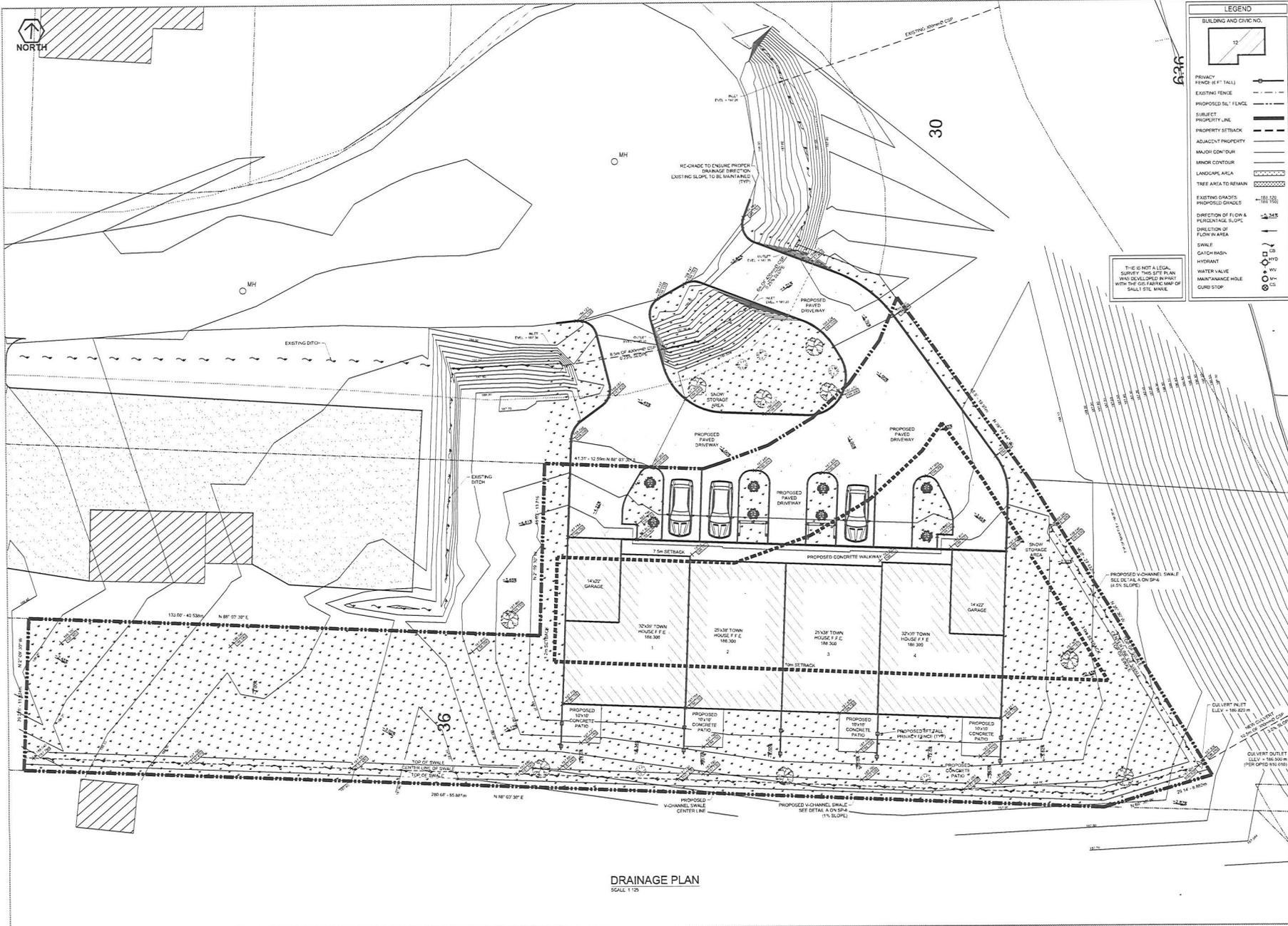
It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated March 20, 2023 concerning the Rental Housing Incentive Program be received and that Council authorize a three-year incremental tax grant (75% in year one, 50% in year two, and 25% in year three) for the proposed four unit multiple attached development at 36 Wright Street, subject to:

1. That the municipal tax grant applies only to the increase in assessment resulting from new construction, and
2. After the grant program is completed, full municipal taxes will apply.

Respectfully submitted,

Jonathan Kircal
Planner
705.759.6227



LEGEND

BUILDING AND CHIC NO.

PRIVACY FENCE (6 FT TALL)

EXISTING FENCE

PROPOSED 5/8" FENCE

SUBJECT PROPERTY LINE

PROPERTY SETBACK

ADJACENT PROPERTY

MAJOR CONTOUR

MINOR CONTOUR

LANDSCAPE AREA

TREE AREA TO REMAIN

EXISTING GRADES

PROPOSED GRADES

DIRECTION OF FLOW & PERCENTAGE SLOPE

DIRECTION OF FLOW IN AREA

SWALE

CATCH BASIN

HYDRANT

WATER VALVE

MAINTENANCE HOLE

CURB STOP

THIS IS NOT A LEGAL SURVEY. THIS SITE PLAN WAS DEVELOPED IN ACCORDANCE WITH THE OGS FABRIC MAP OF SAULT STE. MARIE.

NORQUAY ENGINEERING

100 VICTORIA STREET WEST SUITE 101 MARKHAM, ONTARIO L3R 9V7
 PHONE: (905) 477-1111
 FAX: (905) 477-1112
 www.norquayeng.ca

PROFESSIONAL ENGINEER

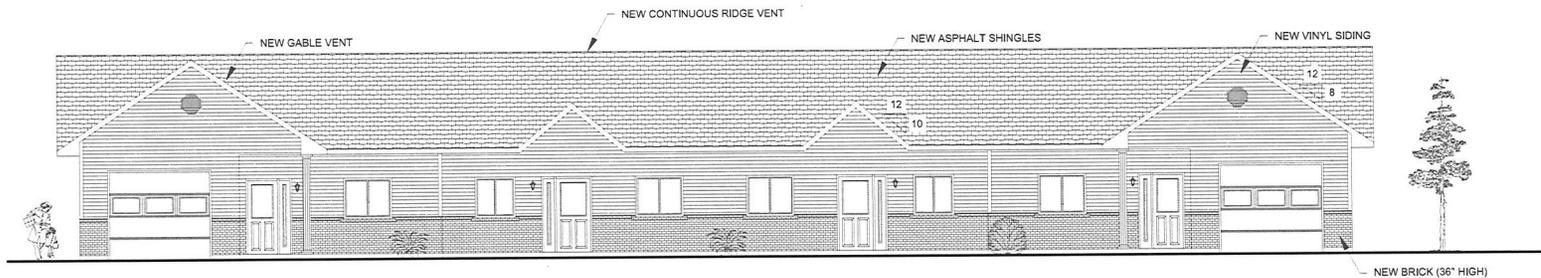
P.S. BEAUMONT
 101 DISTRICT
 2022-05-15
 PSB-22084

NO.	DATE	DESCRIPTION
1	JANUARY 06, 2021	ISSUED FOR PERMIT REVIEW
2	MARCH 11, 2022	PROPOSED FOR PERMIT REVIEW
3	MARCH 11, 2022	ISSUED FOR PERMIT REVIEW
4	APRIL 21, 2022	ISSUED FOR PERMIT REVIEW
5	MAY 12, 2022	ISSUED FOR PERMIT REVIEW
6	MAY 12, 2022	ISSUED FOR PERMIT REVIEW

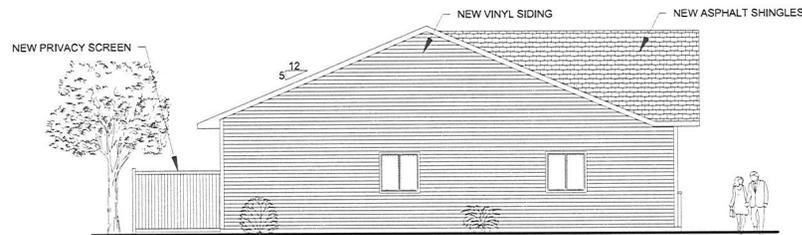
PROPOSED TOWNHOUSE DEVELOPMENT
BDI HOLDINGS
DRAINAGE SITE PLAN

ADDRESS: 36 WRIGHT ST
 SAULT STE. MARIE, ON
 PROJECT NO: NC-19138
 DWG NO: SP-3

DRAINAGE PLAN
 SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 3/32" = 1'-0"



EAST ELEVATION
SCALE: 3/32" = 1'-0"

NORQUAY ENGINEERING



NO.	2
ISSUANCE	FOR PERMIT
DATE	2022-09-29
BY	PSB
REVISED FOR PERMIT	2022-09-29

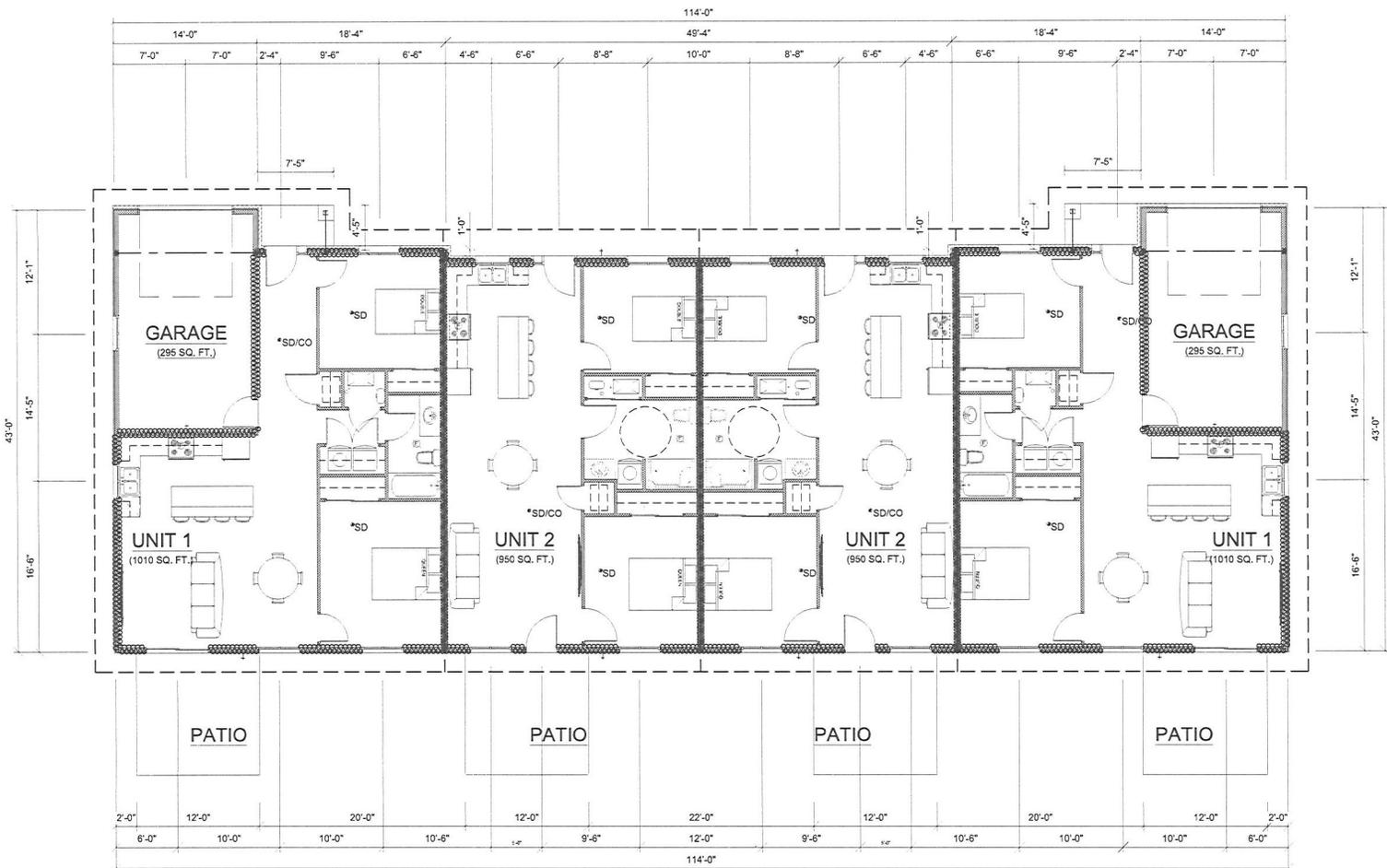
GENERAL NOTES:
 1. DO NOT SCALE DRAWINGS.
 2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF ALL APPLICABLE STANDARDS (CBC, OHS, OPA, ETC.)
 3. CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY NORQUAY ENGINEERING OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.



PSB-22102 STRUCTURAL AND FROST PROTECTION

PROJECT: NEW TOWNHOUSE DEVELOPMENT
 BDI HOLDINGS

DRAWING: ELEVATIONS		DATE: SEPTEMBER 29, 2022	SCALE: 3/32" = 1'-0"	BY: PSB
ADDRESS: 38 WARBENT STREET, Sault Ste Marie, ON	DRAWN: J.M. PEIRICH	CHECKED: P.S. BEAUMONT	DATE: SEPTEMBER 29, 2022	SCALE: 3/32" = 1'-0"
PROJECT No. 19138	DRW No. A-3	DATE: SEPTEMBER 29, 2022	SCALE: 3/32" = 1'-0"	BY: PSB
PROJECT: NEW TOWNHOUSE DEVELOPMENT		DATE: SEPTEMBER 29, 2022		
BDI HOLDINGS		SCALE: 3/32" = 1'-0"		
DRAWING: ELEVATIONS		BY: PSB		
ADDRESS: 38 WARBENT STREET, Sault Ste Marie, ON	DRAWN: J.M. PEIRICH	CHECKED: P.S. BEAUMONT	DATE: SEPTEMBER 29, 2022	SCALE: 3/32" = 1'-0"
PROJECT No. 19138	DRW No. A-3	DATE: SEPTEMBER 29, 2022	SCALE: 3/32" = 1'-0"	BY: PSB
PROJECT: NEW TOWNHOUSE DEVELOPMENT		DATE: SEPTEMBER 29, 2022		
BDI HOLDINGS		SCALE: 3/32" = 1'-0"		
DRAWING: ELEVATIONS		BY: PSB		



MAIN FLOOR PLAN
 SCALE: 3/32"=1'-0"
 BUILDING: 4859 SQFT

NOTE:
 - ALL EXTERIOR DIMENSIONS TO EXTERIOR FACE OF STUDS
 - WHERE BRICK IS PRESENT (WT4), WOOD STUD INSET 4.5"
 FROM EXTERIOR FACE OF ICF FOAM
 - WHERE SIDING IS PRESENT (WTS), WOOD STUDS TO ALIGN
 WITH ICF FOAM



BY: [Signature]
 DATE: 2022-09-20
 PROJECT: 19138
 DRAWING: A-6
 NO. 1: [Signature]
 NO. 2: [Signature]

GENERAL NOTES:
 1. DO NOT SCALE DRAWINGS.
 2. ALL WORK TO BE DONE IN
 ACCORDANCE WITH THE
 PROVISIONS OF ALL
 APPLICABLE STANDARDS
 (M.C.C., O.P.S.S., O.P.S.R., E.T.C.)
 3. CONTRACTOR TO VERIFY
 ALL DIMENSIONS WITH
 ENGINEER'S OFFICE
 REPRESENTATIVES PRIOR TO
 CONSTRUCTION.



PSB-22102 STRUCTURAL
 AND FROST PROTECTION

PROJECT: NEW TOWNHOUSE DEVELOPMENT
 BDI HOLDINGS

DRAWING: MAIN FLOOR PLAN		38 WRIGHT STREET, BURLINGTON, ON	SCALE: 3/32" = 1'-0"	DATE: SEPTEMBER 20, 2022	PROJECT No. 19138
ADDRESS:	DRAWN: J.A.L. PULCH	CHECKED: P.G. GALCERCK	SCALE:	DATE:	PROJECT No.
					19138
					DRW No.
					A-6
					6 OF 12

Meeting No.
Date 3/20/2023
Item No. 7.34

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Economic Growth Community Improvement Plan Applications

2. Initiated By:

Planning

3. Referred By:

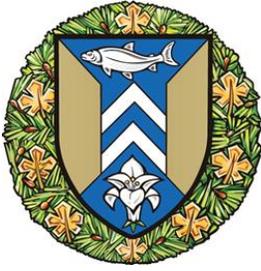
Peter Tonazzo, Stephanie Perri, Shelley Schell, Rick van Staveren

4. Decision Required:

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

5. Documents attached:

- Economic Growth Community Improvement Grant Applications.docx



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Peter Tonazzo, RPP, Director of Planning
DEPARTMENT: Community Development and Enterprise Services
RE: Economic Growth Community Improvement Plan Sault Ste. Marie Development Corporation (JD Aero) and Rusty Halo Productions Inc.

Purpose

The purpose of this report is to recommend the approval of two applications for financial incentives, through the City's Economic Growth Community Improvement Plan (CIP).

Background

In July 2018, City Council approved an Economic Growth Community Improvement Plan. This plan limits incentives to applications relating to export oriented businesses only, as identified as emerging technologies in the Growth Plan for Northern Ontario and the Community Adjustment Committee's "People Place Prosperity" documents.

The program goals and objectives are:

- To attract significant investment and employment to Sault Ste. Marie.
- To further diversify the local economy.
- To increase the municipality's tax base.

This program allows City Council to approve a one-time grant of up to \$100,000 or a grant of up to 100% of the resulting incremental increase in the municipal portion of the property taxes for a maximum of three years.

The applications currently before Council are requesting one-time grants.

At their regular Board meeting on March 9, 2023, the Economic Development Board passed the following resolutions:

Resolved that the EDC endorses the request from Rusty Halo Productions Inc. in the amount of \$57,989 from the CDF and recommends that City Council approve this request.

CARRIED

Economic Growth Community Improvement Plan Sault Ste. Marie Development Corporation (JD Aero) and Rusty Halo Productions Inc.

March 20, 2023

Page 2.

Resolved that the EDC endorses the request from the Sault Ste. Marie Airport Development Corporation in the amount of \$100,000, from the CDF and recommends that City Council approve this request.

CARRIED

Analysis

The City received applications for consideration under the Economic Growth Community Improvement Plan – from the Sault Ste. Marie Airport Corporation (for JD Aero) and from Rusty Halo Productions Inc.

JD Aero was established at the Sault Ste. Marie Airport in 2007. They are an experienced aircraft heavy maintenance supplier, who provide total aviation support services, including maintenance, repair and overhaul (MRO) for a range of aircrafts. Under their proposal the Sault Ste. Marie Airport Corporation is proposing to construct 1,045 m² storage building, at an estimated cost of \$2 million.

Rusty Halo Productions Inc. has secured offices at 40 Queen St. E. Proposed eligible costs include \$29,000 in leasehold improvements and \$260,000 for the purchase of equipment, IT infrastructure and software. The total investment is estimated at \$386,500.

Both JD Aero and Rusty Halo are also seeking public funding from other sources.

Approval of an application under the Economic Growth CIP is subject to the following three criteria:

Criteria #1: Targeted Industry Sector – Eligible projects must be related to businesses that are primarily export based and bring significant new investment into the community.

JD Aero meets these criteria, as they are within the identified category of transportation, aviation and aerospace industries, and are a global supplier of MRO services.

Rusty Halo also meets this criteria, as they fall within the identified sector of arts, culture and creative industries. The proposed leasehold improvements and equipment purchases will facilitate growth in the Canadian film and television industry, while also facilitating access to emerging international markets.

Criteria #2: Building and/or Land Related Improvements – Projects must be able to demonstrate significant investments in new construction, renovation, land improvements or new equipment, among other things.

JD Aero is proposing the construction of a new 1,045m² building at an estimated cost of \$2 million.

Rusty Halo is proposing \$289,000 in eligible costs, including leasehold improvements and the purchase of IT hardware and software.

Criteria #3: Economic Impacts – This criteria requires applicants to demonstrate a significant economic impact to the community.

The construction of a new storage facility will allow JD Aero to utilize additional hanger space, to facilitate servicing a new line of planes, known as EJets. These aircraft are significantly larger than the Dash aircraft currently being serviced by JD Aero. Servicing these aircraft will create 15 to 40 new jobs.

Rusty Halo's proposal also has a positive economic impact by developing the technical and human resources needed to produce more animated productions locally. Projected year one job creation includes 4 full-time positions, 6 part-time positions and 30+ seasonal jobs. Partnering with 180 Sisterhood, Superior Media and Village Media, Rusty Halo will further build their productions slate, with the opportunity to do both animated production and post-production here in Sault Ste. Marie.

Financial Implications

The Sault Ste. Marie Airport Corporation (on behalf of JD Aero) and Rusty Halo are requesting Council's approval of one-time grants in the amount of \$100,000 and \$57,989 respectively.

The grant represents approximately 5% of JD Aero's total project cost and 15% of Rusty Halo's total project cost.

Funding for these grant approvals would be sourced from the City's Community Development Fund (CDF). The current balance of the CDF reserve is \$1,255,033 and can support these applications. Grants for each applicant will be administered through a funding contribution agreement between the City and the successful applicants.

Given that both applicants are also seeking other public funding sources, CDF funding approvals may be contingent upon securing other funding. In the event that such funding is not secured, and either project needs to be re-scoped, additional approvals from the Economic Development Board and Council will be required.

Strategic Plan / Policy Impact / Climate Impact

The requests for financial assistance through the Economic Growth CIP aligns with the Corporate Strategic Plan Focus Areas of Community Development and Quality of Life - specifically – creating social and economic activity; developing partnerships with key stakeholders; and promoting, growing and supporting arts and culture.

Economic Growth Community Improvement Plan Sault Ste. Marie Development Corporation (JD Aero) and Rusty Halo Productions Inc.

March 20, 2023

Page 4.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Planning dated March 20, 2023 be received and that a one-time grant, in the amount of \$100,000, be awarded to the Sault Ste. Marie Airport Corporation (on behalf of JD Aero) and a one-time grant in the amount of \$57,989 be awarded to Rusty Halo Productions Inc., subject to a funding contribution agreement between the City and the applicants, respectively.

Respectfully submitted,

Peter Tonazzo, RPP
Director of Planning
705.759.2780
p.tonazzo@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 7.35

Regular Council Meeting
Communications and Routine Reports of City Departments, Boards and Committees – Consent
Agenda

1. Subject:

Memorandum of Settlement for United Steelworkers Local 2251

2. Initiated By:

Human Resources

3. Referred By:

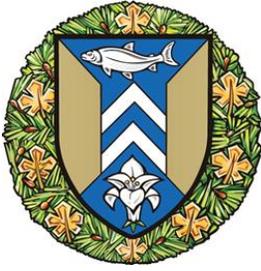
Ida Bruno, Nicole Ottolino

4. Decision Required:

A report of the Labour Relations Coordinator is attached for the consideration of Council.

5. Documents attached:

- Memorandum of Settlement for United Steelworkers Local 2251.docx
- 2023-03-09 USW MOS 2023-2028.pdf



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Ida Bruno, Labour Relations Coordinator
DEPARTMENT: Corporate Services
RE: Memorandum of Settlement for United Steelworkers Local
2251

Purpose

The purpose of this report is to recommend the approval of the attached Memorandum of Settlement for United Steelworkers Local 2251.

Background

The City, through the collective bargaining process, has reached a Memorandum of Settlement with the aforementioned unionized group for a five (5) year term.

Analysis

The highlights of the settlements are as follows:

- Average annual increase to budget of 3.3% (inclusive of wage and benefit increases)
- Minor benefit enhancements
- Parity for Mechanics with CUPE Local 3 (this will assist in recruitment and retention)
- Improvements to contract language

Financial Implications

The financial impact of these settlements for 2023 can be accommodated in the contingency reserve provided for that purpose in the 2023 Budget. Future years' impacts will be outlined in the budget deliberations for those years.

Additionally, we were able to achieve parity for Mechanics. This brings Transit Mechanics in line with Mechanics within the CUPE Local 3 Public Works bargaining unit. This increase was higher than the 3.3% mentioned above, however, the City is able to fund this as we will be decreasing the complement by one.

Strategic Plan / Policy Impact / Climate Impact

This item applies to the Service Delivery focus area of the Corporate Strategic Plan.

Memorandum of Settlement for United Steelworkers Local 2251

March 20, 2023

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Labour Relations Coordinator dated 2023 03 20 be received and approve the recommendation that City Council ratify the Memorandum of Settlement for United Steelworkers Local 2251.

Respectfully submitted,

Ida Bruno, CHRL
Labour Relations Coordinator
705.759.5449
i.bruno@cityssm.on.ca

MEMORANDUM OF SETTLEMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
&
Steelworkers Local 2251

1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from February 1, 2023 to January 31, 2028.
4. Retroactivity will only apply to the Wage Schedule. All other terms negotiated will be in effect the 1st of the following month after ratification by both parties.
5. It is understood that student wages will be established corporately and that no retroactivity will be paid out. Student wages are not subject to the Wage Schedule increases.
6. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2023 provided, however, that the following amendments in Appendix 1 are incorporated.

Signed this 9th day of March, 2023.

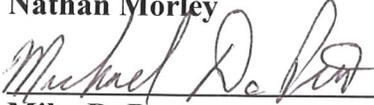
For the Union



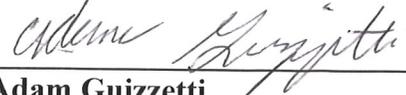
Greg Smith



Nathan Morley



Mike DaPrat



Adam Guizzetti

For the Employer



Ida Bruno



Nicole Ottolino



Brent Lamming



Nicole Maione



Mike Vanderloo

Appendix 1

Sign Off Sheet #1
Steelworker Local 2251
&
The City of Sault Ste. Marie

Original Article

8:00 DISCHARGE AND DISCIPLINARY PROCEDURE

- 8:01 Management shall not take disciplinary action without first warning the employee, unless the circumstances justify immediate suspension or discharge. In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably the grievance shall be filed at Step 3 of the Grievance Procedure within five working days.
- 8:02 Warnings shall be given in writing or in the presence of a Union Committeeman or steward. The City and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.
- 8:03 If it is determined or agreed at any step in the Grievance Procedure or decided by a Board of Arbitration that any employee has been disciplined or discharged unjustly, the management shall put him back on his job with no loss of seniority and they shall pay the employee the amount he would have earned had he been working, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

Proposed Article

8:00 DISCHARGE AND DISCIPLINARY PROCEDURE

- 8:01 Management shall not **issue** take disciplinary action without first **conducting an investigation**. ~~warning the employee, unless the circumstances justify immediate suspension or discharge.~~ In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably the grievance shall be filed at Step 3 of the Grievance Procedure within five working days.
- 8:02 Warnings **or letters of discipline** shall be given in writing ~~or~~ in the presence of a Union **Steward**. ~~Committeeman or steward.~~ The City and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.
- 8:03 If it is determined or agreed at any step in the Grievance Procedure or decided by a Board of Arbitration that any employee has been disciplined or discharged unjustly, the management shall put him back on his job with no loss of seniority and they shall pay the employee the amount he would have earned had he been working, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

9:00 SENIORITY

9:03

- (4) The parties agree to the following conditions regarding employees absent from work due to an occupational illness or accident for which Workers' Compensation is paid.
 - (i) During the first 24 months of such absence the City will provide at its cost all applicable benefits set out in ~~Article 18:00.~~ **19:00**
 - (ii) At the end of such 24 month period such employee shall be responsible for the total cost of all applicable benefits set out in ~~Article 18:00.~~ **19:00**
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period, after which employment will be terminated.

- (5) The parties agree to the following conditions regarding employees absent from work due to a non-occupational illness or accident:
 - (i) During the first 12 months of any such absence the City agrees to provide at its cost all applicable benefits set out in ~~Article 18:00.~~ **19:00**
 - (ii) At the end of such 12 month period such employees shall be responsible for the total cost of all the applicable benefits set out in ~~Article 18:00.~~ **19:00**
 - (iii) The City agrees to maintain the seniority of such employee for a 36 month period after which employment will be terminated.

Add 19:07 New:

An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit their employment unless the employee has prior written permission from the Director of Human Resources to take other employment. Such permission shall not be unreasonably withheld.

Original Article:

16:06 Employees shall be allowed ten (10) minutes before lunch and before quitting time for the purpose of washing up.

Proposed Article

16:06 Employees shall be allowed ten (10) minutes before lunch and before quitting time for the purpose of washing up. **Employees will be required to stay onsite during this time to the end of their scheduled shift.**

Original Article:

16:07 In the event of major changes in shift and hours of work it is mutually agreed that the hours of work or shift arrangements will be open for discussion.

Proposed Article:

16:07 In the event of major changes in shift and hours of work it is mutually agreed that the hours of work or shift arrangements will be open for discussion. This will be based on subject to operational needs.

NU 11 – Housekeeping

The employer will amend all references within the Collective Agreement to gender neutral pronouns.

SIGNED AT SAULT STE. MARIE this 23rd day of February, 2023

FOR STEELWORKERS LOCAL 2251

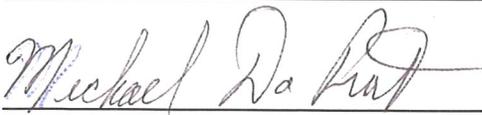
FOR CITY





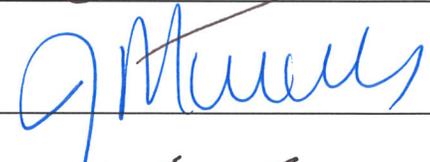














Sign Off Sheet #2
Steelworker Local 2251
&
The City of Sault Ste. Marie

Original Article

6:00 ADJUSTMENT OF GRIEVANCES

6:01 The Union shall select an Executive Committee of three (3) employees. The Employer will recognize and deal with this committee together with representatives of the International Union in respect to grievances and negotiations for a new contract or amendments to the existing contract. Negotiations will continue to be carried on during working hours and a maximum of two (2) of the Committee shall be paid at their regular rate for all time spent in negotiations.

6:02 In the settlement of any dispute, or grievance, the following procedure shall apply:

(1) The employee shall first take the grievance up with his Supervisor within forty-eight (48) hours of his knowledge of the event, and the employee shall have the right to be accompanied by a representative of the Union. The Supervisor shall give a decision within forty-eight (48) hours.

STEP 1 Failing a satisfactory answer, the employee shall put his grievance in writing to the Grievance Committee who may within 5 working days of the reply from the Supervisor, request a hearing by the Manager of Transit & Parking.

The Manager of Transit & Parking shall render a decision within 5 working days of the hearing.

STEP 2 If the Union considers that a satisfactory settlement was not reached at Step 1, it may within 5 working days of the receipt of the Step 1 reply, request a hearing by the Director of Human Resources. The Director of Human Resources shall render a decision within 5 working days of the hearing.

STEP 3 If the Union considers that a satisfactory settlement was not reached at Step 2, it may within 5 working days of the receipt of the Step 2 reply, request a hearing by the Deputy Chief Administrative Officer Community Development & Enterprise Services (CDES). The Deputy Chief Administrative Officer CDES shall render a decision within 5 working days of the hearing.

STEP 4 If the Union considers that a satisfactory settlement was not reached at Step 3, it may within 5 working days of the Step 3 reply, refer the matter to arbitration in accordance with the provisions of the Labour Relations Act.

Proposed Language:

6:00 ADJUSTMENT OF GRIEVANCES PROCEDURE

6:01 The Union shall select an Executive Committee of three (3) employees. The Employer will recognize and deal with this committee together with representatives of the International Union in respect to grievances and negotiations for a new contract or amendments to the existing contract. Negotiations will continue to be carried on during working hours and a maximum of two (2) of the Committee shall be paid at their regular rate for all time spent in negotiations.

6:02 In the settlement of any dispute, or grievance, the following procedure shall apply:

(1) —

Complaint Stage: The employee shall first ~~take the grievance~~ **bring forward the issue** ~~up with his~~ **their** Supervisor within two (2) business days of their knowledge of the event. The Supervisor shall provide a verbal response within two (2) business days. If the issue is not resolved the employee will proceed to discuss the matter with the Manager of Transit & Parking. ~~within forty eight (48) hours~~ **two business days** of his ~~their~~ knowledge of the event, ~~and~~ The employee shall have the right to be accompanied by a representative of the Union. The ~~Supervisor~~ **Manager of Transit & Parking** shall ~~provide~~ **give** a **response** decision ~~within forty eight (48) hours~~ **two (2) business days**.

STEP 1: Failing a satisfactory answer, the employee shall **then** put his **their** grievance in writing to the Grievance Committee who may within 5 working days of the reply from the ~~Manager~~ **Supervisor**, request a hearing by the **Director of Community Services** ~~Manager of Transit & Parking~~.

The **Director of Community Services** ~~Manager of Transit & Parking~~ shall render a decision within 5 working days of the hearing.

STEP 2 If the Union considers that a satisfactory settlement was not reached at Step 1, it may within 5 working days of the receipt of the Step 1 reply, request a hearing by the Director of Human Resources. The

Director of Human Resources shall render a decision within 5 working days of the hearing.

STEP 3 If the Union considers that a satisfactory settlement was not reached at Step 2, it may within 5 working days of the receipt of the Step 2 reply, request a hearing by the Deputy Chief Administrative Officer Community Development & Enterprise Services (CDES). The Deputy Chief Administrative Officer CDES shall render a decision within 5 working days of the hearing.

STEP 4 If the Union considers that a satisfactory settlement was not reached at Step 3, it may within 5 working days of the Step 3 reply, refer the matter to arbitration in accordance with the provisions of the Labour Relations Act.

Balance of article remains the same

Original Article

9:07 Temporary Transfers

If an employee substitutes in any department on any job during the temporary absence of another employee such employee shall receive the rate for the job or his regular rate, whichever is the greater for up to six (6) months.

Proposed Language

9:07 Temporary Transfers

If an employee substitutes in any department on any job during the temporary absence of another employee such employee shall receive the rate for the job or their regular rate, whichever is the greater for up to six (6) months. The parties can extend the temporary transfer by mutual agreement. For situations which exceed a three (3) month period, a temporary job posting may be posted for the vacant position, for a period not to exceed thirty-six (36) months.

Original Article

10:00 LEAVE OF ABSENCE

10:01 Leave of absence may be granted up to a maximum period of six months for emergency reasons, which must be approved by the Manager of the Transit System. Temporary extensions may be granted in case of sickness or other legitimate reasons. Failure to return to work at the end of leave will automatically act as a separation from the City. Each employee must receive a written leave of absence, a copy of which will be supplied to the Union.

(a) The City may refuse to grant leave of absence for the purpose of permitting an employee to accept other employment except where an employee is unable to perform his regular work due to sickness or accident.

(b) Leave of absence, without pay, for the transaction of Union business, shall be given to delegated members of the Union if the application for such leave is made by the Union, provided such leave does not interfere with the operation of the City, but such leave will not be unreasonably withheld.

(c) When death occurs to a member of any employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) working days for any days which are normally straight time working days, and fall within the period from day of the death up to and including the day of the funeral. If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.

The immediate family means: mother, father, brother, sister, spouse, common law spouse, son, daughter, grandchild and grandparents, mother-in-law, and father-in-law, son-in-law, daughter-in-law, or step-child. Leave of absence without loss of pay for four (4) working days shall be granted to an

employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's brother-in-law or sister-in-law.

Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.

"spouse" means a person

- (a) to whom the person is married, or
- (b) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year,
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the *Family Law Act*; ("conjoint").

Proposed Language

10:00 LEAVE OF ABSENCE & BEREAVEMENT LEAVE

ARTICLE 10:01

10:01 Leave of absence may be granted up to a maximum period of six months for emergency reasons, which must be approved by the Manager of the Transit & Parking System. Temporary extensions may be granted in case of sickness or other legitimate reasons. Failure to return to work at the end of leave will automatically act as a separation from the City. Each employee must receive a written leave of absence, a copy of which will be supplied to the Union.

- (a) The City may refuse to grant leave of absence for the purpose of permitting an employee to accept other employment except where an employee is unable to perform his regular work due to sickness or accident.

(b) Leave of absence, without pay, for the transaction of Union business, shall be given to delegated members of the Union if the application for such leave is made by the Union, provided such leave does not interfere with the operation of the City, but such leave will not be unreasonably withheld.

(c) When death occurs to a member of any employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) working days for any days which are normally straight time working days, and fall within the period from day of the death up to and including the day of the funeral. ~~If the funeral is more than two hundred kilometers (200 km) from Sault Ste. Marie, the four (4) working days shall be any days which are normally straight time working days and fall within the period from the day of the death up to and including the day following the funeral.~~

The immediate family means: mother, father, brother, sister, spouse, common law spouse, son, daughter, grandchild and grandparents, mother-in-law, and father-in-law. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below.

Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

~~Non attendance at the funeral regardless of distance disqualifies the employee from funeral leave.~~

"spouse" means a person

- (c) to whom the person is married, or
- (d) with whom the person is living outside marriage in a conjugal relationship, if the two persons,
 - (i) have cohabited for at least one year,
 - (ii) are together the parents of a child, or
 - (iii) have together entered into a cohabitation agreement under section 53 of the Family Law Act; ("conjoint").

Original Article:

10:00 LEAVE OF ABSENCE

10:01 (c)The immediate family means: mother, father, brother, sister, spouse, common law spouse, son, daughter, grandchild and grandparents, mother-in-law, and father-in-law, son-in-law, daughter-in-law, or step-child. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to

attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below....

Balance of the article remains the same.

Proposed Language:

10:00 LEAVE OF ABSENCE

10:01 (c)The immediate family means: (including step) mother, father, brother, sister, spouse, common law spouse, son, daughter, grandchild and grandparents, mother-in-law, and father-in-law, son-in-law, daughter-in-law, or step-child. Leave of absence without loss of pay for four (4) working days shall be granted to an employee to attend the funeral of a child of a spouse as defined under part (b) sections (i) and (iii) below....

Balance of the article remains the same.

TO APPEAR IN THE MOS ONLY:

15:01 Training

The Employer will ~~consider providing~~ provide employees with 2 hours of training as it becomes available on dealing with Mental Illnesses on Mental Health Issues in the Workplace within 90 days of the signing of a memorandum.

Not in agreement to put in CA – this is in progress – this can appear in MOS only. We can agree to facilitate training by end of 2023.

Original Article:

15:00 MENTAL HEALTH IN THE WORKPLACE

15:01 Training

The Employer *will consider* providing employees with training as it becomes available on dealing with Mental Illnesses in the Workplace.

15:02 Recognition, Awareness & Return to Work

The parties recognize that mental *and physical* health issues can be causes of disability.

Where *and when* possible without incurring undue hardship, the Employer will facilitate the return to work of such persons, where medically indicated/*substantiated*.

Proposed Language:

15:00 MENTAL HEALTH IN THE WORKPLACE

15:01 Training

The Employer *will consider* providing employees with training as it becomes available on dealing with Mental Illnesses in the Workplace.

15:02 Recognition, Awareness & Return to Work

The parties recognize that mental and physical health issues can be causes of disability.

The Employer will facilitate the return to work of such persons, when possible and where medically indicated/substantiated, up to the point of undue hardship.

Original Article:

18:04 Notwithstanding any other provision of this collective agreement, the City may hire students to be paid as outlined below. Students shall not accrue seniority, and not, except as provided by law, have access to the grievance procedure or be provided with any other benefit.

\$14.00 flat rate for all students.

Proposed Language:

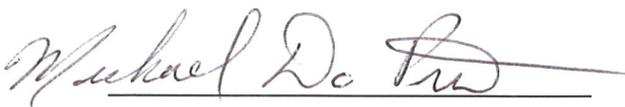
18:04 Notwithstanding any other provision of this collective agreement, the City may hire students to be paid as outlined below. Students shall not accrue seniority, and not, except as provided by law, have access to the grievance procedure or be provided with any other benefit.

The City shall pay the applicable minimum wage rate as legislated by the province of Ontario for all students.

SIGNED AT SAULT STE. MARIE this 7th day of March, 2023

FOR STEELWORKERS LOCAL 2251

FOR CITY





D. B. S.

W. B. S.

Adam Kuppel

J. M. S.

W. B. S.

Pat L.

W. B. S.

Sign Off Sheet #3
Steelworker Local 2251
&
The City of Sault Ste. Marie

Housekeeping:

Change all references from 'him' or 'her' to 'their'

Change all references from Manager to Manager of Transit & Parking

Original Article:

14:00 HANDICAPPED EMPLOYEES

14:01 In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment with the City and becoming physically handicapped as a result thereof, every effort will be made by the City to give the handicapped employee such suitable employment as is available.

Proposed Article

14:00 Approved Accommodations:

14:01 Employees covered by this agreement, who temporarily are unable to perform their regular duties, may be assigned any light or modified work available. If the injury or illness is occupational then the employee would be paid at their established wage rate. If the injury or illness is non-occupational then the wage is the rate of the position they are being accommodated in. It is understood that proper medical documentation acceptable to the City must be provided.

NEW Article 13:00 (Before Bulletin Boards) :

Training

The parties agree that diagnostic equipment and transportation equipment is evolving on an ongoing basis. To that end, transportation mechanics must receive requisite training to ensure they are able to use, maintain and repair equipment efficiently and without stress.

To that end, the City will keep a record of the training provided to the employees, and the training received by each employee.

The parties agree that a training committee will be formed within 30 days of the signing of the memorandum of agreement.

The committee will consist of two (2) worker representatives' of Local 2251-04, selected by the Union and two (2) members of Management.

The committee will meet bi-annually to identify the need for training and the training requirements.

SIGNED AT SAULT STE. MARIE this 8th day of March, 2023

FOR STEELWORKERS LOCAL 2251

FOR CITY

Michael DePa
Adam Guzzetti
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Sign Off Sheet #4
Steelworker Local 2251
&
The City of Sault Ste. Marie

Housekeeping:

Change all references from 'him' or 'her' to 'their'

Change all references from Manager to Manager of Transit & Parking

Original Article:

11:06 The City agrees to supply employees in the Mechanics classification with access to eight (8) coveralls in every two (2) week period.

The City agrees to supply employees in the Body Person classification with access to five (5) changes of a pant and a shirt in every two (2) week period.

The City agrees to supply employees in the Service Attendant and Handyperson/Labour classification with access to five (5) coveralls or pants and shirt in every two (2) week period.

The City agrees to supply employees in the Stores Attendance classification with access to five (5) shop coats in every two (2) week period.

The City shall provide each employee with one (1) winter coat every three (3) years.

Proposed Article:

11:06 The City agrees to supply employees in the Mechanics classification with access to eight (8) **nine (9)** coveralls or **shirt & pants** in every two (2) week period.

The City agrees to supply employees in the Body Person classification with access to five (5) changes of a pant and a shirt in every two (2) week period.

The City agrees to supply employees in the Service Attendant, **Store Helper, Handyperson/Caretaker** and Handyperson/Labour classification

with access to five ~~(5)~~ **seven (7)** coveralls or pants and shirt in every two (2) week period.

The City agrees to supply employees in the Stores Attendance classification with access to five (5) shop coats in every two (2) week period.

The City shall provide each employee with one (1) winter coat every three (3) years.

The City will purchase and provide one (1) pair of CSA approved steel toe rubber safety boots for the life of the Collective Agreement for Handyperson/Labour classification.

Original Language:

11:07 The City agrees to provide all permanent employees with an annual allowance of two hundred dollars (\$200) and increased by ten dollars (\$10) each year for the life of the agreement effective for payment the second pay in February per Article 18:01 for the purchase of one (1) pair of C.S.A. approved safety boots.

Proposed Language:

11:07 The City agrees to provide all permanent employees with an annual allowance of two hundred ~~dollars~~ **and fifty dollars** ~~(\$200) and increased by ten dollars (\$10)~~ each year for the life of the agreement effective for payment the second pay in February per Article 18:01 for the purchase of one (1) pair of C.S.A. approved safety boots.

Original Article:

14:00 HANDICAPPED EMPLOYEES

14:01 In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment with the City and becoming physically handicapped as a result thereof, every effort will be made by the City to give the handicapped employee such suitable employment as is available.

Proposed Article

14:00 Approved Accommodations:

14:01 Employees covered by this agreement, who temporarily are unable to perform their regular duties, may be assigned any light or modified work available. If the injury or illness is occupational then the employee would be paid at their established wage rate. If the injury or illness is non-occupational then the wage is the rate of the position they are being accommodated in. It is understood that proper medical documentation acceptable to the City must be provided.

Original Article:

16:12 Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu – 40 hours (i.e. 5 work days) in a calendar year.
- Requests for lieu time off will be made to the Maintenance supervisor and will be considered on an individual basis at the time of request.
- Approval shall be at the sole discretion of the Manager of Transit & Parking based upon the operational requirements of the Department.
- If not utilized, banked overtime will be paid out the end of each calendar year.

Proposed Article:

16:12 Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu — 40 **80** hours (i.e. 5 **10** work days) in a calendar year.
- Requests for lieu time off will be made to the Maintenance supervisor and will be considered on an individual basis at the time of request. **Any request over two days for time off must be made in writing two (2) weeks in advance of the requested days. Exceptions will be considered on a case by case basis.**
- Approval shall be at the sole discretion of the Manager of Transit & Parking based upon the operational requirements of the Department.
- If not utilized, banked overtime will be paid out the end of each calendar year.

Proposed Article :

Article 18: Wages

The mechanics will get parity with CUPE Local 3 Mechanics in year 1 (\$34.89 per hour)

Yr:1 → 3%**

Yr:2 → 3%

Yr:3 → 3%

Yr:4 → 2.75%

Yr:5 → 3.75%

**GWI for all positions except mechanics in year 1.

Original Language:

18:02 Premiums

- (1) The City shall pay employees a shift premium of one dollar (\$1.00) per hour (effective the first full pay following ratification of the Memorandum of Settlement by the parties) for all hours worked on any shift where the majority of hours are worked between 6:00 P.M. and 7:00 A.M
- (2) The City shall pay employees a Sunday Premium of one dollar (\$1.00) per hour (effective the first full pay following ratification of the Memorandum of Settlement by the parties) for all hours worked during the twenty-four hour period beginning at 12:01 A.M. Sunday or the shift starting time closest thereto.
- (3) Senior Lead Hand premium to be paid to an employee for hours worked when assigned to the Senior Lead Hand function. The premium shall be \$1.35 per hour.

Proposed Language:

18:02 Premiums

The City submits a five (5) cent increase per year for shift premiums (1), (2) & (3) over the life of the agreement.

ADD NEW:

(4) The most senior Handyperson/Labourer actively on shift will be paid the rate of the Service Attendant.

Original Article:

19:00 WELFARE

19:01 The following welfare benefits will be provided covering employees and their dependents paid for by a 100% contribution from the City.

Under the Great West Life Plan:

Life Insurance (effective July 1, 2005) one and one half times regular earnings.

Double Indemnity for Accidental Death & Dismemberment (effective July 1, 2005)

Weekly Accident and Sickness Benefit
4th day sickness - 1st day accident
26 weeks

The amount of the Weekly Accident and Sickness Benefit shall be sixty percent (60%) of basic weekly earnings to a maximum of the maximum dollar amount in effect under the Employment Insurance Act at the commencement of the sickness or date of the accident. It is understood and agreed by the parties that in return for this benefit the full E.I. rebate on premiums shall be retained by the City.

19:02 Green Shield Extended Health Care Plan, including Drug Plan Card System - \$8.00 deductible first of the following month of ratification and Vision Care (increase to \$400.00 every two years effective the first of the month following ratification of the Memorandum of Settlement by the parties). (Note: This amount can be used for laser eye surgery.)

- Pharmacy dispensing fees capped at \$12.00.
- No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
- Eye Examination – One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.
- Reimbursement will be made for standard hearing aids, repairs or replacement parts up to a lifetime maximum of \$1000. Batteries are not eligible.

Proposed Article:

19:00 **WELFARE**

19:01 The following welfare benefits will be provided covering employees and their dependents paid for by a 100% contribution from the City.

Under the Great West Life Plan:

Life Insurance (effective July 1, 2005) one and one half times regular earnings.

Double Indemnity for Accidental Death & Dismemberment (effective July 1, 2005)

Weekly Accident and Sickness Benefit
4th day sickness - 1st day accident
26 weeks

The amount of the Weekly Accident and Sickness Benefit shall be sixty percent (60%) of basic weekly earnings to a maximum of the maximum dollar amount in effect under the Employment Insurance Act at the commencement of the sickness or date of the accident. It is understood and agreed by the parties that in return for this benefit the full E.I. rebate on premiums shall be retained by the City.

19:02 Green Shield Extended Health Care Plan, including Drug Plan Card System - \$8.00 deductible first of the following month of ratification and Vision Care (increase to \$450.00 every two years effective the first of the month following ratification of the Memorandum of Settlement by the parties). (Note: This amount can be used for laser eye surgery.)

- Pharmacy dispensing fees capped at \$12.00.
- No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
- Eye Examination – One (1) eye examination by a licensed ophthalmologist or optometrist every twenty four (24) consecutive months.
- Reimbursement will be made for standard hearing aids, repairs or replacement parts up to a lifetime maximum of \$1000. Batteries are not eligible.

Original Article:

19:04 All employees shall be provided with the Green Shield Dental Plan #9, Rider #3 (Orthodontic, two thousand five hundred dollars (\$2,500) maximum), at current O.D.A. rates minus one year, 100% of the cost of the plan to be paid

for by the City. Denture appliance 50/50 co-insurance – maximum of \$700/5 years.

(Note: Overage dependent coverage applicable to age 21 and up to age 25 if in full time attendance at a recognized education institution.)

Proposed Article:

19:04 All employees shall be provided with the Green Shield Dental Plan #9, Rider #3 (Orthodontic, two thousand five hundred dollars (\$2,500) maximum), at current O.D.A. rates minus one year, 100% of the cost of the plan to be paid for by the City. Denture appliance 50/50 co-insurance — maximum of \$700/5 years.

Employees shall be provided the choice whether they apply the lifetime \$2500 maximum to orthodontic or to the purchase of denture appliance. The maximum \$700/5 years will continue to apply.

(Note: Overage dependent coverage applicable to age 21 and up to age 25 if in full time attendance at a recognized education institution.)

Original Article:

24:00 TERM OF AGREEMENT

24:01 This agreement shall be effective from February 1, 2019 until January 31, 2023 but shall be deemed to be renewed from year to year thereafter unless either party desires to terminate or amend it at the end of any year by giving written notice to the other party at least sixty (60) days prior to the end of such year. Negotiations shall then be undertaken between the said parties within ten (10) days of such notice.

Proposed Article:

24:00 TERM OF AGREEMENT

24:01 This agreement shall be effective from February 1, 2019 **2023** until January 31, 2023 **2028** but shall be deemed to be renewed from year to year thereafter unless either party desires to terminate or amend it at the end of any year by giving written notice to the other party at least sixty (60) days prior to the end of such year. Negotiations shall then be undertaken between the said parties within ten (10) days of such notice.

NEW Article 13:00 (Before Bulletin Boards) :

Training

The parties agree that diagnostic equipment and transportation equipment is evolving on an ongoing basis. To that end, transportation mechanics must receive requisite training to ensure they are able to use, maintain and repair equipment efficiently and without stress.

To that end, the City will keep a record of the training provided to the employees, and the training received by each employee.

The parties agree that a training committee will be formed within 30 days of the signing of the memorandum of agreement.

The committee will consist of two (2) worker representatives' of Local 2251-04, selected by the Union and two (2) members of Management.

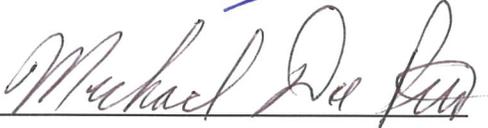
The committee will meet bi-annually to identify the need for training and the training requirements.

SIGNED AT SAULT STE. MARIE this 10th day of March, 2023

FOR STEELWORKERS LOCAL 2251









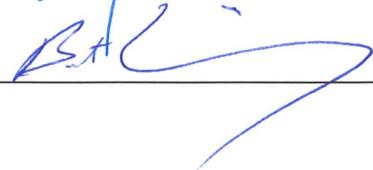
FOR CITY











Letter of Agreement

Between

United Steelworkers Local 2251 and The Corporation of the City of Sault Ste. Marie

The parties agree to the following;

Printing of the Collective Agreement

The City shall be responsible for making the changes and printing 35 copies of the 2023-2028 Collective Agreement for the Union. Further the City will provide the Union an electronic copy of the comprehensive Collective Bargaining Agreement.

The new language agreed to shall be in bold print in the Collective Agreement.

The Union will have 30 days to review and approve the changes to the Collective Agreement once the proofs have been printed and delivered to the Union.

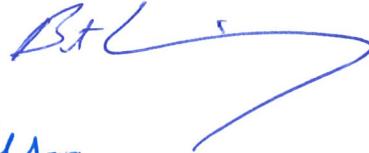
The Collective Agreements shall be printed and delivered no later than 90 days after the ratification of the Memorandum of Agreement.

Signed March 10, 2023

For the Union :



For the Employer:



* To Appear in mos only.

Letter of Agreement

Between

United Steelworkers Local 2251 and The Corporation of the City of Sault Ste. Marie

The parties agree to the following;

18:03 – Apprentices

The general wage increases agreed to by the parties will apply equally to the Apprentices employed at the Transit Garage. To be clear, the general wage increases will apply for each year of the Collective Agreement.

Signed March 10, 2023

For the Union :



For the Employer:



LETTER #1
LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF SAULT STE. MARIE
AND
UNITED STEELWORKERS LOCAL 2251 (TRANSIT)
WELFARE BENEFITS

The parties agree to meet during the term of the collective agreement to discuss the cost of welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed this 13th day of March, 2023

FOR THE UNION



Michael DeFur
Adam Guzzetta

FOR THE CITY


Walter Ottolino
B+L
J. Murrin


Meeting No.
Date 3/20/2023
Item No. 8.1

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Administration

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 8.2

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Corporate Services

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 8.3

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Community Development and Enterprise Services

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 8.4

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Public Works and Engineering Services

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 8.4.1

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Audit and Accountability Fund – Waste Collection Options Study

2. Initiated By:

PWT

3. Referred By:

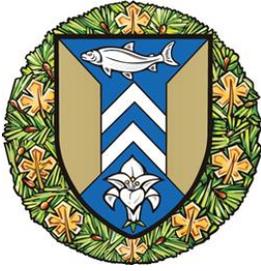
Larry Girardi, Amanda Cipriano, Mike Blanchard

4. Decision Required:

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

5. Documents attached:

- Audit and Accountability Fund - Waste Collection Options Study.docx



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Audit and Accountability Fund – Waste Collection Options Study

Purpose

The purpose of this report is to provide Council with an update regarding the Waste Collection Options Study conducted by AECOM with funding by the Audit and Accountability Fund.

Background

On 2021 10 25 Council approved submitting an expression of interest that a Waste Collection Options Study be the municipality's third intake submission for the Audit and Accountability Fund. The City was successful in receiving this funding and entered into an agreement effective March 4, 2022.

On June 21, 2022, we entered into a contract with AECOM to complete the study.

Analysis

As reported on 2021 10 25, in an effort to arrive at the best collection system for Sault Ste. Marie given that the municipality will have the responsibility of collecting curbside organics as of 2025. The study was to include:

- A review of collection options for similar municipalities;
- Alternatives to providing the collection service (waste/organics/recycling) (It should be noted that recycling is to be transitioned to a common collection system by the province by September, 2023 for Sault Ste. Marie);
- Consideration of bi-weekly collection service;
- Evaluation of the alternatives;
- Selection of the preferred option; and the
- Evaluation of implementation options of the preferred option (City vs. Contractor/Fleet options etc.).

Following consideration of all of the above, the preferred waste collection frequency option is Option No. 1 which includes of the following:

- Weekly collection of Organics;
- Bi-weekly collection of Garbage; and
- Bi-weekly Leaf and Yard waste throughout the growing season.

With the preferred waste collection implementation option (Option 3) including the following equipment:

- 3 split body vehicles - automated with single arm on right and cart tipper on left (note: split body collection vehicles cannot accommodate automated arms on both sides of the vehicle)
 - 1 duty truck (split body) for three routes/day
- 2 single body vehicles - automated with dual arms (left and right)
 - 1 Organics + L&Y (single body)
 - 1 Garbage + L&Y/spare (single body)

It should be noted that this recommended system is to be effective as of the regulated requirement (2025), although equipment must be purchased in advance of that deadline in order to receive the equipment on time. The implementation of the organics curbside collection program is also pending the construction of the processing plant which may result in the start being in 2026.

This recommended system is for the City's geographical area only as the hybrid approach to collection is recommended to move forward and the contractor shall provide the service as they see fit.

A representative of AECOM is in attendance tonight to present their findings and answer any questions of Council.

The full study can be found on the City's website, with the presentation found as Appendix 1 to this Council report.

Financial Implications

There are not immediate financial implications. Cost was one of the criteria used to evaluate the collection implementation options. Equipment will be listed on the annual equipment list for Public Works at budget deliberations and funded through the Business and Implementation Plan established for the landfill and all collection operations. No additional staffing will be required as part of this implementation.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not articulated in the corporate Strategic Plan, however, Service Delivery is a pillar of the Strategic Plan. This will be a regulated service that the City must provide.

The Waste Management By-law (No. 2022-24) will be amended in the future to include the curbside collection of organics.

As organics make up approximately 25% of the waste stream, and contribute to the production of methane gas at the landfill, reduction of the disposal of organics material will be beneficial in the long term to climate change and our corporate carbon footprint.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated March 20, 2023 concerning Waste Collection Study be received and that the AECOM report be referred to staff for report back to Council for approval and an implementation strategy.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.

Director, Public Works

705.759.5207

s.hamiltonbeach@cityssm.on.ca

Meeting No.
Date 3/20/2023
Item No. 8.4.2

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Audit and Accountability Fund – Winter Control - Budget and Operational Approach

2. Initiated By:

PWT

3. Referred By:

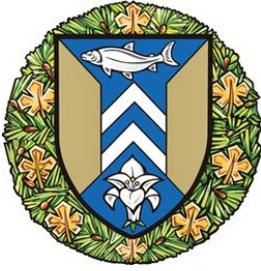
Monty Pinder, Larry Girardi

4. Decision Required:

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

5. Documents attached:

- Audit and Accountability Fund - Winter Control Budgeting and Operational Approach.docx
- Executive Summary Maclaren Winter Study -20-Mar-2023.pdf



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

C O U N C I L R E P O R T

March 20, 2023

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Audit and Accountability Fund – Winter Control - Budget
and Operational Approach

Purpose

The purpose of this report is to provide Council with an update regarding the Winter Control – Budgeting and Operational Approach Study with funding by the Audit and Accountability Fund.

Background

Following the completion of the Municipal Services Review in early 2020 one of the areas that was recommended for further study and potential savings was Public Works – Winter Control. The City was successful in receiving funding to conduct this review under the Audit and Accountability Fund and entered into an agreement effective March 4, 2022 for those funds.

A Request for Proposal was prepared with one submission received by Maclaren Municipal Consulting Inc. In June, 2022 a PO was issued and the project study commenced.

Analysis

The objective of the study as included in the Audit and Accountability Fund was to review the winter control budgeting processes and find opportunities to increase the use of digital data sources and analytics, with the goal of increasing effectiveness of operational approaches and practices, and identifying efficiencies.

The RFP defined the purpose of the Project as a review of the current operations and budgeting process with the work to be focussed on:

- a) A more refined budgeting approach, integrating more objective data sources including weather, fleet, workforce, etc.;
- b) A more refined operational approach ensuring the most efficient and effective use of City and third party service provision;
- c) Summary of northern municipalities (a) and (b); and
- d) A summary of risks and pitfalls experienced by other northern municipalities.

It should be noted that Council had approved the Level of Service for Winter Control with a Resolution dated July 12, 2021 after a Staff report was presented on that matter.

Representatives of Maclaren Municipal Consulting Inc. are in attendance tonight to present their findings and answer any questions of Council.

The full study can be found on the City's website with the Executive Summary as Appendix 1 to this report.

Financial Implications

There are no financial impact to this report. Further reports following a review by staff of the Maclaren report will identify specific financial implications.

Strategic Plan / Policy Impact / Climate Impact

This report and review is of an operational matter of service provision in a fiscally responsible manner and is articulated in the corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated March 20, 2023 concerning the Audit and Accountability Fund – Winter Control Budgeting and Operational Approach study be received and that the Maclaren report be referred to staff for review and report back to Council.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.

Director, Public Works

705.759.5207

s.hamiltonbeach@cityssm.on.ca

Executive Summary

Maclaren Municipal Consulting (Maclaren) was engaged by the City of Sault Ste. Marie to review the operational and budget approach to winter control used by the City. This report is the fourth in recent years to deal with winter control.

KPMG conducted a broad Service Review of the City and tabled a report December 12, 2019. That review noted potential cost savings in excess of \$1M by adopting the lower levels of service used in other Northern Cities.

Council subsequently approved a \$500,000 reduction in the budget for winter maintenance in the 2021 budget. It also requested a review of winter maintenance levels of service which might have led to service level reductions that could off-set the budget reduction. The service level report came to Council July 12th, 2021. It was approved with no reduction of service levels, and that approval was the lense for this review.

Sault Ste. Marie (SSM) is located at the downwind end of the third largest lake in the world, Lake Superior. Snowfall has averaged about 320 cm in recent years, more than other northern cities, and in fact more than most cities in Canada. The climate has tended to stay cold over the winter, but recent years have seen more swings between weather below zero and weather above zero. There is rain each month of the year, so freezing rain is an issue. There are three different microclimates within the city, with a need to respond to the different needs in those three areas.

The City organizes winter maintenance with 103 operators organized in two key groups, one group that has four shifts and handles salting and sanding requirements 24/7, and a second group that handles plowing and other activities with two shifts that work five-day weeks, plus overtime when weekend snow events occur. Sidewalk maintenance, snow removal, hand work, pothole patching and most other work is conducted by this crew.

The crews generally use City-owned vehicles, although there are a few graders and loaders that are leased as well. There are 8 sanders, 5 “combos” (plow trucks that also can sand, 10 plow trucks, 8 graders (one leased) and 11 loaders (4 leased). The sidewalks are maintained by “trackless” vehicles which can articulate (bend) in the middle. There are 18 road plow routes, some plowed by the trucks and some by the graders. The loaders focus on clearing bus stops, laneways and other tight spaces.

There are about 4,000 complaints per year, although the numbers have been lower for the last two winters. Snow removal, including complaints about windrows across driveways, are the largest source of complaints.

There are some opportunities to reduce costs, but most will require some time to realize. The most significant opportunity is to expand the combined plowing and salting/sanding of arterial and collector roads. Historically there were four sanders on duty 24/7 and 18 road maintenance routes (that include plowing) that were maintained by the two-shift crew. There are five of these road maintenance routes this winter that

use a “combo” to provide both the salting/sanding of arterials and the plowing of the same roads, so only one vehicle is required, not two. There are some opportunities to expand this concept in the future. There is some risk in adopting this approach, and the current routes can be seen as a pilot, with further consideration as equipment is replaced.

The development of an anti-icing program (salt or brine distribution before a storm) and a pre-wetting program (applying brine to salt or sand as it is released from a truck) reflects best practices, should reduce the volumes of salt and sand required, and may facilitate scraping snowpack off the roads. Short term the City could establish a brine making facility, acquire a tank trailer or a tank to mount on a plow truck to test the anti-icing approach on various types of roads and in various types of weather. In the short term it can also investigate the options to acquire calcium chloride or magnesium chloride which can operate these programs at lower temperatures. Medium term the city can acquire salt and sand trucks that have prewetting capacity and establish a storage facility for calcium or magnesium chlorides to be used in salt/sand trucks when temperatures are lower. It may take into the longer term before the fleet transitions to allow pre-wetting on all salt/sand trucks. Similarly, covering the sand pile with tarps is the lowest cost approach to ensuring the salt mixed with the sand does not leach out, and can be implemented in the short term.

Very few driveways are cleared as a result of the “two-foot rule” which provides that the City will clear a driveway if a snowpack scraping operation leaves a windrow more than two feet (.6 m) high. But every call requires a visit by supervisors to determine if the windrow is more than 2 feet high and is the result of snowpack scraping. This policy should be eliminated. However, some low-income elderly or disabled residents do have a challenge clearing their driveways. The City should identify the Red Cross or a similar third-party organization that would receive applications and make grants to individuals who are unable to buy services in the market and who are elderly or disabled and unable to clear the snow themselves. The City could provide the grant to a third-party organization which would be responsible for determining whether particular households qualify for assistance.

There are also opportunities to contain future cost increases. The City has an excellent policy that determines which sidewalks are maintained in the winter. Requests to extend coverage to new sidewalks are dealt with each fall. This approach should be continued and might be improved if required by identifying the actual level of foot traffic on sidewalks proposed for winter maintenance.

The City recently conducted a Fleet Review, and its recommendations need to be implemented, particularly the adoption of realistic internal vehicle charge out rates which allow more effective planning and analysis by vehicle users and avoid the year-end adjustments. These charge out rates are an internal accounting/financing mechanism used to reflect the cost of ownership. This approach would improve planning and control but would not reduce costs.

The financial records of winter maintenance are excellent and provide a good picture of costs. However, the budget has been determined to be inadequate. Winter maintenance is strongly influenced by weather conditions, with the result it is easy to blame an overage on some particular event or conditions – and most people accept that approach. However, there was only one year in the last nine when expenditures have been lower than budget, with a range from \$10,000 under budget to \$1.5M over budget. On average expenditures have been \$580,000 over budget. It should be noted that the budget is developed assuming all positions are filled, all year. This has allowed the department to experience savings due to turnovers ('gapping'), the time required to fill vacancies and recently due to the recruitment challenges. Normally we would suggest the budget be based on the 10-year average plus inflation to provide an adequate budget for the future. If the budget continues to provide full funding for all established positions, future budgets need to be increased in some other amount. The budgets for winter maintenance of sidewalks and for hired equipment in particular need to be increased.

Despite deficits that ranged as high as \$1.5 million in the past nine years, the winter maintenance reserve fund remains unchanged. The over expenditures in winter control have been absorbed corporately and reserve draws have not been required. Future budget adjustments may present the opportunity for this reserve fund to grow during years of favourable weather conditions.

Recommendations

The following section provides a summary of the recommendations provided in this report.

1. That a salt and sand pre-wetting program be piloted, understanding the full implementation will require some time.
2. That an anti-icing program be initiated.
3. That a brine station be installed as soon as possible. It will be required even if the lower temperature chemicals are eventually acquired.
4. That calcium-chloride or magnesium-chloride supplies and storage systems be investigated.
5. That new salt/sand trucks be ordered with pre-wetting capacity (and capacity to carry front plows and wings).
6. That the current and subsequent winters be used for experimentation when materials can be assembled, even if the program is limited to the use of brine. The test would look at the potential of pre-wetting by spraying materials before loading, and for anti-icing distribution before an event to improve service levels and make it easier to plow roadways. It may be possible to test the use of anti-icing application on residential streets with a view to improving the scraping process and easing the removal of snowpack.
7. That the approach to selection of sidewalks to be maintained be continued, and if pressure to increase sidewalk maintenance continues, be augmented by a criterion related to pedestrian volumes on the sidewalks of concern.
8. That the sand pile be covered with tarps, weighted to resist wind removal, and the tarps be removed to expose enough sand for the next event(s).

9. That the “two-foot rule”, and any associated policy or program to remove windrows after scraping or after plowing be eliminated.
10. That funding be considered to provide a grant be provided to a suitable third party to be distributed to low-income persons incapable of removing windrows.
11. That the Fleet Department initiatives of implementing an FMIS, changing the charge-out approach and advancing the purchase of replacement vehicles be implemented, with implementation over time as required.
12. That enough combos be acquired with the capacity to distribute materials in front of the rear wheels, pre-wet the materials, mount front plows and wings and serve as dump trucks for snow removal and summer use be acquired, and that all new salt trucks have pre-wetting capacity.
13. That trucks (with operators) continue to be rented for snow removal when economic, and part of the increased budget be allocated for this purpose, based on average expenditures before COVID.
14. That the Department work with corporate Human Resources to improve and accelerate the hiring process.
15. Fleet budgeting should be revised to have Fleet target a break-even status and charge realistic rates for the use of equipment. This may require some time to achieve.
16. The Winter Control Reserve Fund should remain in place. It should be recognized that winter control expenditures relate strongly to weather conditions, which are unpredictable.
17. The budget for winter control activities (including street-sweeping in the spring) should be increased recognizing the average deficit of \$580,000 in the past 9 years. It should be adjusted each future year to recognize inflation, and any further increase in the lane kms of roads and sidewalks maintained, unless they are maintained on a cost-recovery basis.
18. Within this amount, allocations should be realistic, particularly the allocation of costs to sidewalk clearing and hired equipment.

Meeting No.
Date 3/20/2023
Item No. 8.5

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Fire Services

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 8.6

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Legal

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 8.7

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Planning

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 8.8

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Boards and Committees

2. Initiated By:

3. Referred By:

4. Decision Required:

The Board and Committee Nominating Task Force met on March 15, 2023.

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 8.8.1

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Community Development Award Selection Committee

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 8.8.2

Regular Council Meeting
Reports of City Departments, Boards and Committees

1. Subject:

Walk of Fame Selection Committee

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 9.1

Regular Council Meeting

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

1. Subject:

Unexpended Community Development Funds

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 9.2

Regular Council Meeting

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

1. Subject:

Sidewalk Extension on Peoples Road

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 9.3

Regular Council Meeting

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

1. Subject:

TikTok Ban on City Devices

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 9.4

Regular Council Meeting

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

1. Subject:

Affordable Housing – New Foundations Program

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 9.5

Regular Council Meeting

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

1. Subject:

Vacant Property Tax to Support Affordable Housing

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 12.1

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

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

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 12.1.1

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-25 (Property Surplus) Part of Wiber Street

2. Initiated By:

Legal

3. Referred By:

Orsalina Naccarato

4. Decision Required:

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

5. Documents attached:

- 2023-25 Pt of Wiber Street Surplus.docx

- 2023-25 Schedule A.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-25

PROPERTY: A by-law to authorize that the City owned property legally described as PIN 31505-0364 (LT) WIBER ST PL H436 TARENTORUS N/S COREY AV PL H436; SAULT STE. MARIE being part of Wiber Street, be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land.

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

4. **EFFECTIVE DATE**

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

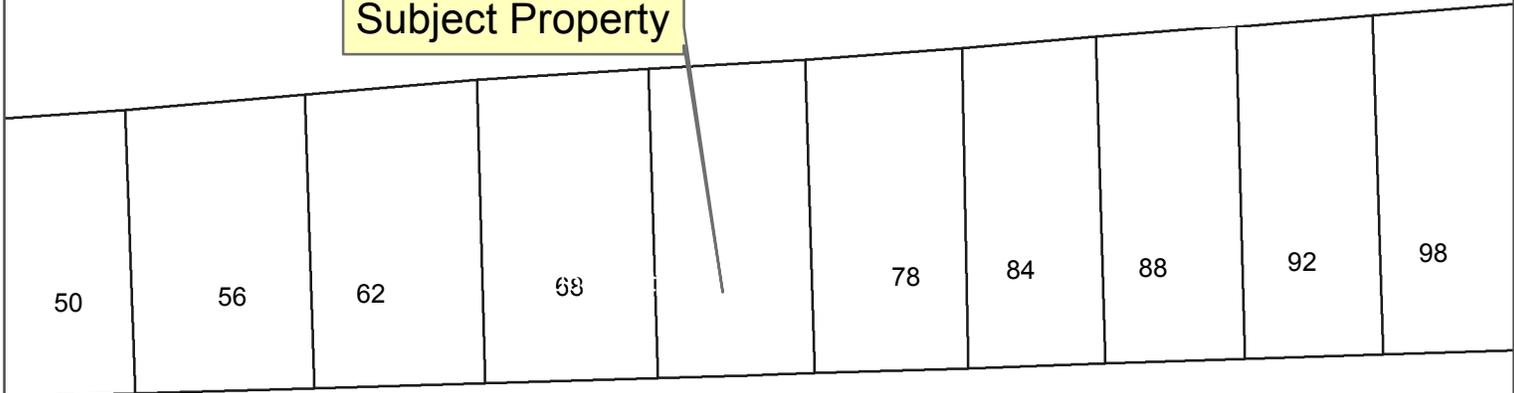
PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

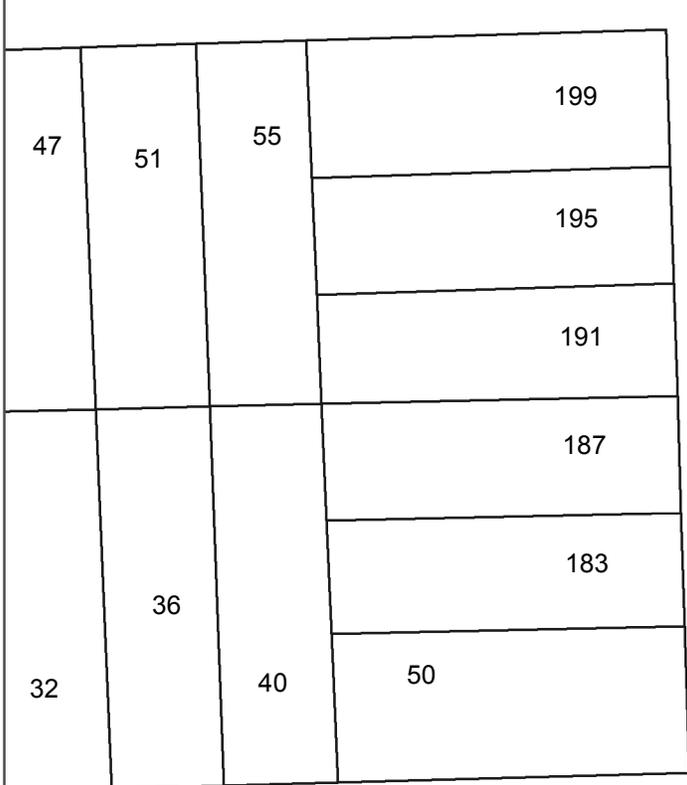
CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

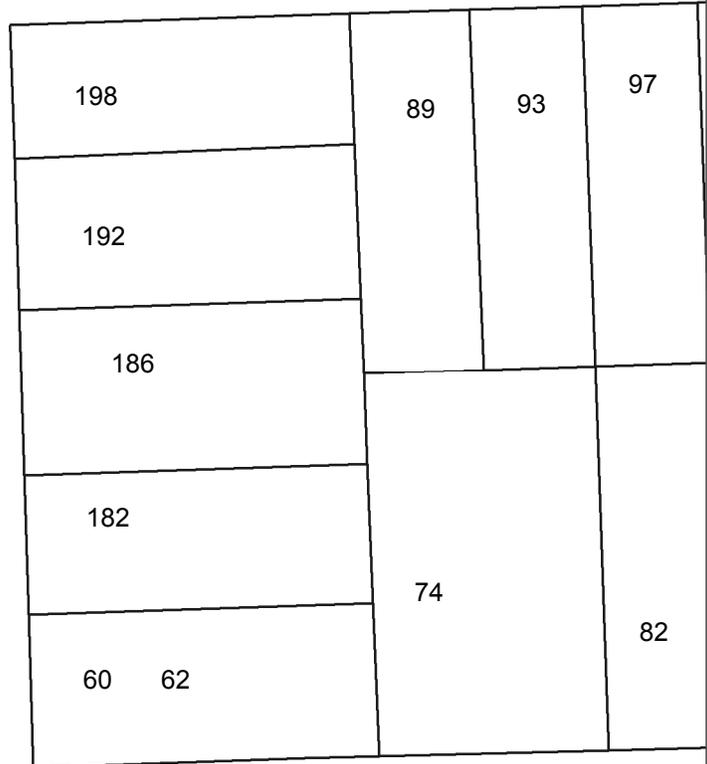
Subject Property



Corey Avenue



Wiber Street



Lawson Avenue

MAP TITLE

MAP PURPOSE/DESCRIPTION

The Corporation of the City of Sault Ste. Marie
 Legal Department
 June 17, 2015

This map is for general reference only.
 For official mapping, see the
 Engineering and Planning Department.
 Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
 GCS North American 1983

 Parcel Fabric

0 5 10 20 Meters



1:1,000

Meeting No.
Date 3/20/2023
Item No. 12.1.2

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-30 (Property Surplus) 124R Albert Street East

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

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

5. Documents attached:

- 2023-30 Surplus 124R Albert St E.docx
- 2023-30 Schedule A.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-30

PROPERTY: (MAP 17) A by-law to declare the City owned property legally described as PIN 31543-0111 (LT) LT 5-6 PL 11215 ST. MARY'S T/W T382512; SAULT STE. MARIE being civic 124R Albert Street East, as surplus to the City's needs and to authorize the disposition of the said property to the abutting land owners.

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

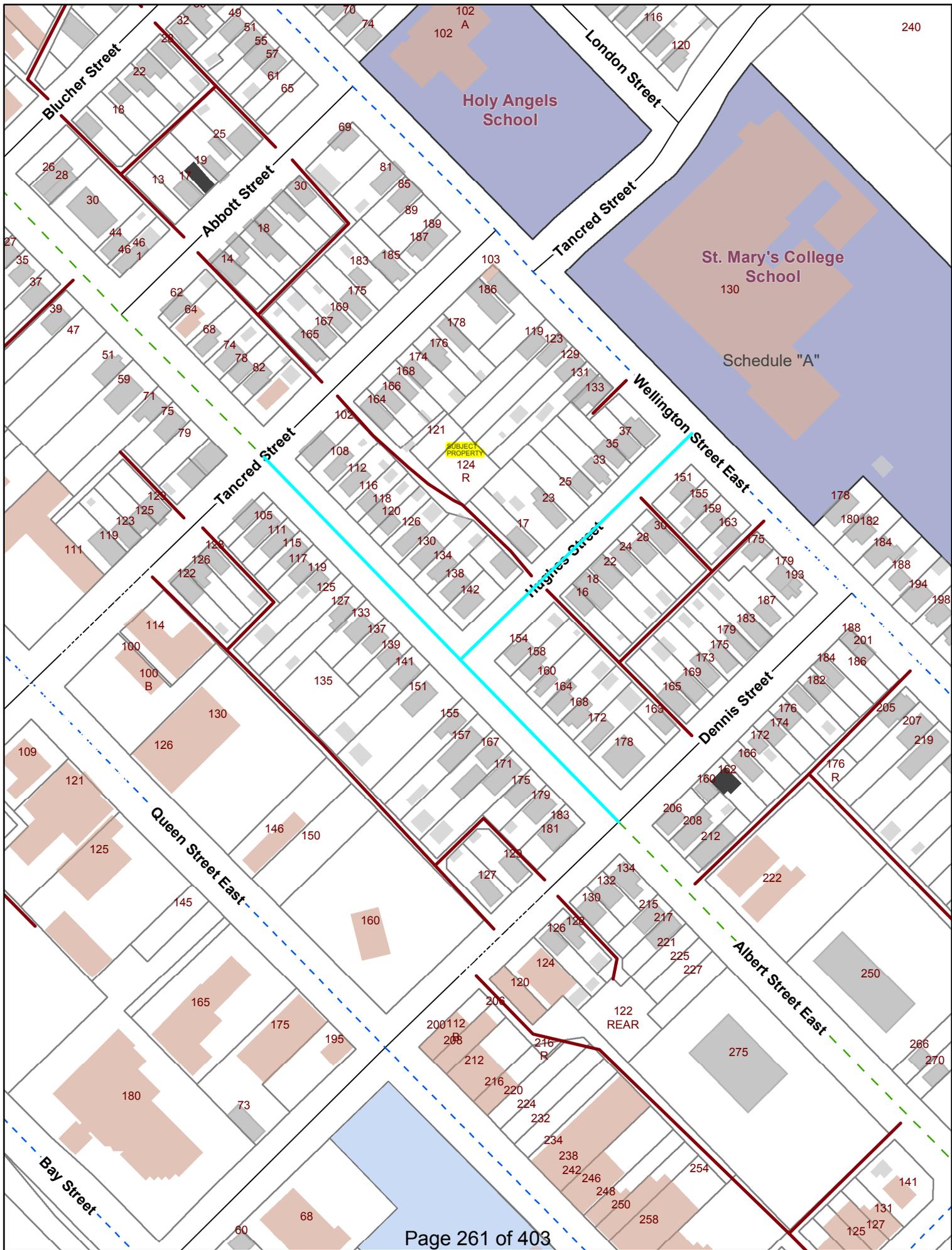
4. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



Meeting No.
Date 3/20/2023
Item No. 12.1.3

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-31 (Street Assumption) Herbert Street

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

A report from the Solicitor is on the Agenda.

5. Documents attached:

- 2023-31 Assumption Herbert Street.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-31

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street Herbert Street described as PIN 31535-0225 (LT) HERBERT ST PL 2012 ST. MARY'S EXCEPT T87748; HERBERT ST PL H496 ST. MARY'S LYING W OF T89496; S/T T91957, T91958, T91959 T91960, T91961; SAULT STE. MARIE

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

1. **STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described as PIN 31535-0225 (LT) HERBERT ST PL 2012 ST. MARY'S EXCEPT T87748; HERBERT ST PL H496 ST. MARY'S LYING W OF T89496; S/T T91957, T91958, T91959 T91960, T91961; SAULT STE. MARIE.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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



Meeting No.
Date 3/20/2023
Item No. 12.1.4

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-33 (Property Sale) Yates Avenue – Chris Rollin in Trust

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

A report from Director, Economic Development and Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

5. Documents attached:

- 2023-33 Surplus Property Yates Avenue Chris Rollin in Trust.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-33

PROPERTY SALE: A by-law to declare the City owned property legally described as being Part of Section 34 Korah being Part PIN 31609-0384 (LT) and more particularly described on Schedule “A” attached as surplus to the City’s needs and authorize the disposition of the said property in accordance with the City’s policy for the disposition of land to Chris Rollin in Trust for a Company to be Incorporated, or as otherwise directed.

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

1. **LANDS DECLARED SURPLUS**

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

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule “A” to Chris Rollin in Trust for a Company to be Incorporated, or as otherwise directed at the consideration shown in Schedule “A”.

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE “A”**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

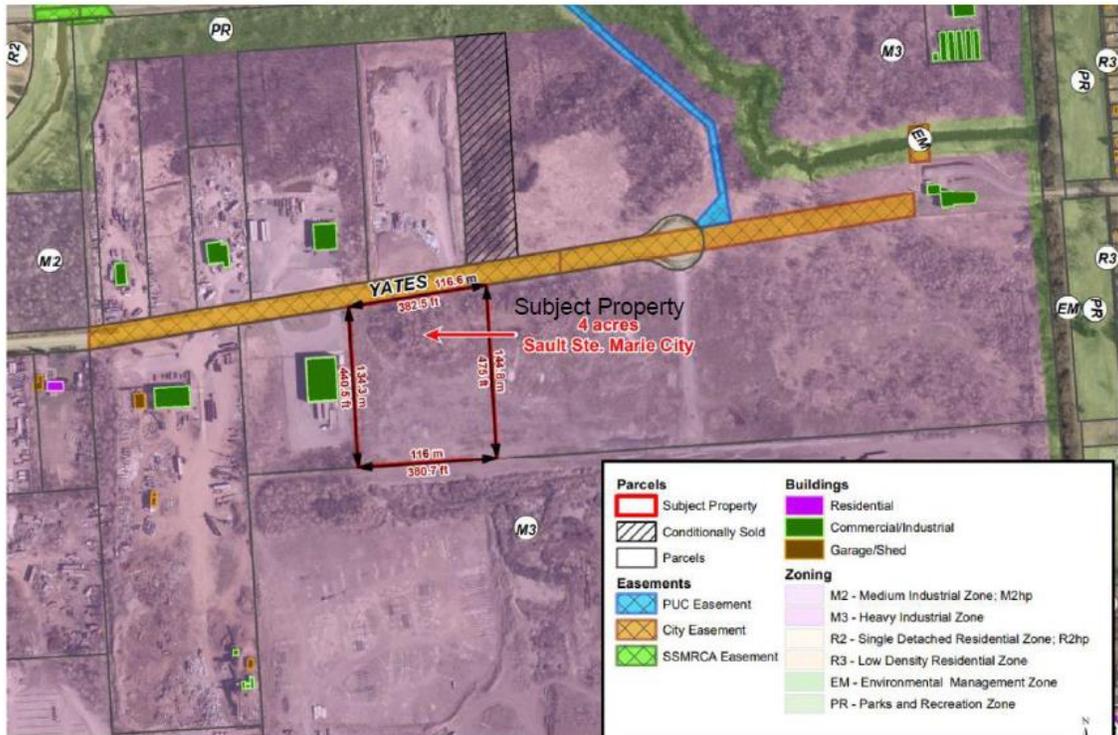
CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2023-33

PURCHASER: CHRIS ROLLIN IN TRUST FOR A COMPANY TO BE INCORPORATED

LEGAL DESCRIPTION: Part PIN 31609-0384 (LT) PART OF SECTION 34 KORAH, specifically the four (4) acre parcel marked as Subject Property

CONSIDERATION: TWO HUNDRED THOUSAND (\$200,000) DOLLARS



Meeting No.
Date 3/20/2023
Item No. 12.1.5

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-34 (Traffic) Amend Schedule "A" to Traffic By-law 77-200

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

Council Report was passed by Council resolution on February 21, 2023.

5. Documents attached:

- 2023-34 Amend Schedule A Traffic.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-34

TRAFFIC: A by-law to amend Schedule “A” to Traffic By-law 77-200.

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

1. SCHEDULE “A” OF BY-LAW 77-200 AMENDED

Schedule “A” of By-law 77-200 is amended by deleting the following:

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

Schedule “A” of By-law 77-200 is amended by adding the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
Morrison Avenue	both	Hargreaves Avenue	North Street	any time

2. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Meeting No.
Date 3/20/2023
Item No. 12.1.6

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-35 (Agreement) Watch Tower Bible and Tract Society of Canada (Watchtower)

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

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

5. Documents attached:

- 2023-35 Watch Tower Bible and Tract Society of Canada (Watchtower).docx
- 2023-35 Schedule A.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-35

AGREEMENT: (P4) A by-law to authorize the execution of the Agreement between the City and the Watch Tower Bible and Tract Society of Canada (Watchtower) for the Watchtower Convention.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 27, 2023 between the City and the Watch Tower Bible and Tract Society of Canada (Watchtower), a copy of which is attached as Schedule "A" hereto. This Agreement is for the Watchtower Convention.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This AGREEMENT made and entered into this 27 day of February, 2023

BETWEEN:

The Corporation of the City of Sault Ste. Marie

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

Phone: 705-759-2500; r.santamaria@cityssm.on.ca

(hereinafter "Lessor")

and

WATCH TOWER BIBLE AND TRACT SOCIETY OF CANADA

13893 HWY 7, Georgetown, Ontario, L7G 4S4

Phone: 905-873-4100; jwes.ca@jw.org

(hereinafter "Lessee")

Lessor agrees to lease the premises known as GFL Memorial Gardens municipally located at 269 Queen Street East, Sault Ste. Marie, Ontario P6A 1Y9 (hereinafter "the Premises"), to Lessee for its Christian convention. The terms of this AGREEMENT are as follows:

Purpose and Exclusive Use:

1. The purpose of this lease is for the Lessee to hold a Christian convention for worship (hereinafter "event") at the Premises from Friday, June 23rd, 2023, to Sunday, June 25th, 2023, inclusive. The event runs from Friday through Sunday, together with load-in and load-out as specified in this agreement. Lessor agrees that no other events will be scheduled in the main arena and those rooms mutually agreed upon for use (See "Schedule A" - Space Plan) during the entirety of the contract period of Lessee's event.
2. It is hereby agreed that the formal program conducted by or under the sponsorship of Lessee on the Premises will be of a religious nature and open to the public. Lessee's religious education program will use and present its own copyrighted material. The program includes, but not limited to the following, songs, talks and religious education videos. There are no paid performers or speakers, no paid workers, no tickets, and no admission charge. The said formal program consists of religious education and will run for a period of three (3) consecutive days. Each day will consist of forenoon and afternoon sessions.

3. It is hereby agreed that the Premises included in this agreement shall be made open and available by Lessor to Lessee and its volunteers and delegates attending the event at all times on the dates covered by this agreement.
4. The estimated peak attendance of the event is 2,800. The Lessor agrees to accommodate the maximum estimated attendance for the event.

Rental Fee and Deposit:

5. The total all-inclusive rental fee for the event will be \$8,800.00 plus applicable taxes.
6. On execution of this Agreement, Lessee agrees to pay an advance rental deposit of \$500.00 plus applicable taxes for the event. Then, at least 28 days before the start of the event, Lessee will pay Lessor the balance owed of \$8,300.00 plus applicable taxes. Receipt of payments will be acknowledged by Lessor. There will be no additional charges to Lessee unless Lessee requests additional equipment or services.

Lessor Equipment and Services included:

7. Lessor agrees to provide the equipment and services listed in "Schedule B" without additional charge.
8. Lessor will provide the office space, all available folding tables, fixed seating, portable chairs (event level seating and departments), and all parking controlled by Lessor (See "Schedule C") without additional charge.
9. Lessor grants permission to Lessee to use all of its base services during the event including, but not limited to, its WIFI and sewer system during Lessee's event and shall furnish Lessee with all utilities available at the Premises, including water, electricity, sufficient lighting, gas, air conditioning and/or heat, if any, without additional charge.
10. Lessee may make temporary connections to Lessor's utilities for its use at the event without additional charge, providing they are removed by the Lessee at the conclusion of the event.
11. Lessor hereby agrees to provide Lessee with all cleaning and disinfectant products, restroom supplies, including paper goods, and further agrees to provide for disposal and/or removal of all trash generated during the course of the event without additional charge.

Load-in and Load-out:

12. Lessee is hereby granted one day of load-in, namely, Thursday, June 22, 2023, (6:00 a.m. to 11:00 p.m.) at no charge for setting up Lessee's equipment and other preparatory work for the event including a detailed cleaning of the leased areas of the Premises. Lessee shall have until 11:59 p.m. of the last day of the event for the removing of Lessee's equipment, as well as for cleaning the Premises.

Lessee's Equipment and Services:

13. Lessee's qualified audio/video broadcast personnel team may (a) augment the house audio/video/broadcast equipment with its own portable head-in equipment, or (b) set-up and operate entirely its own portable audio/video and broadcast systems. Lessee's personnel volunteer their skills and services and will work together with Lessor's personnel to ensure that any such equipment, line-level feeds, and operation meet Lessor's reasonable standards at the Premises. The Lessor's house audio/video/broadcast/scoreboard equipment and personnel are included in the total rental fee outlined in Point 5.
14. Lessee is granted the privilege to distribute on and about the rented Premises, free of charge, through its volunteers, convention programs and other materials, as an integral part of its worship and convention proceedings.
15. Lessee may record by means of audio, video, and/or digital recording, and may broadcast any or all of its program from the Premises or otherwise over radio, television, and/or internet without cost to Lessee, since public service time is used and Lessee receives no revenue therefrom; and may advertise the holding of the event in the magazines The Watchtower and Awake!, and in other reputable electronic or print media.
16. Lessee is granted the right to identify activities which shall exclusively be performed by qualified Jehovah's Witnesses and which shall not be subject to the jurisdiction of any collective agreement and/or union assistance or involvement. Lessor agrees that Lessee's personnel may perform all services during Lessee's event. Such work will be cared for by personnel who are qualified to perform such services, and include but are not limited to:
 - a. Unloading/loading
 - b. Drayage
 - c. Attendants/ushers
 - d. Cleaners
 - e. Stagehands
 - f. Watchmen
 - g. First aid personnel
 - h. Audio/video and broadcast technicians

i. Any other function necessary for Lessee's event

17. Lessee may use signs inside and outside the Premises of such size and content as Lessee deems necessary for the purpose of properly and adequately operating the event and identifying and advertising same. The manner and location of such sign placement is to be determined by the Lessee with the approval of the Lessor, which approval will not be unreasonably withheld. Lessee's qualified personnel will insure that all sign placement and removal will not mar or deface the Premises.

Concessions, Food and Beverage:

18. Neither the Lessor, Lessee, nor any third party will open or sell concession items on or about the Premises during the Lessee's event or serve said items to Lessee's attendees. Lessee's attendees may bring their own food and beverage into the Premises.

Lost and Found:

19. Lessee shall have the sole and exclusive right to the care, custody, and control of all lost and found items during the course of its use of the Premises. Lessor will notify Lessee of any remaining items that have been overlooked after load-out and grants Lessee seven (7) days after notice by Lessor to Lessee for removal of said items before Lessor disposes of them.

Contribution Boxes and Credit/Debit Terminals:

20. Lessee may put portable voluntary contribution boxes and debit/credit card machines within and about the Premises for the receiving of freewill offerings and have the exclusive care, custody, and control of any moneys received.

Liability, Indemnification, Hold Harmless, Insurance:

21. Lessee agrees to keep the Premises in a clean and sanitary condition by the use of its personnel during its occupancy and will leave the Premises in substantially the same condition as when delivered to Lessee, normal wear and tear excepted. Lessee agrees that if the Premises or any equipment, furnishings or fixtures therein are damaged by the negligent act or omission of the Lessee, Lessee will repair such damage or replace such equipment, furnishings or fixtures, using its own qualified personnel, to the satisfaction of Lessor. Lessor agrees to

provide Lessee during load-in and load-out all the necessary cleaning supplies as regularly used by Lessor at no cost to Lessee.

22. Lessee agrees to comply with all national, provincial, and local laws to the extent that they are applicable and do not conflict with constitutional law.
23. Lessee will defend, hold harmless and indemnify Lessor and its officers, employees, representatives, agents or assigns, from and against any and all actions, damages, claims, demands, losses, judgments, penalties, costs and expenses, including, any fees and/or costs reasonably incurred by Lessor in enforcing this provision, including reasonable attorney's fees, to the extent such liabilities are caused by negligent acts, omissions or willful misconduct of Lessee, its personnel, attendees, representatives, agents or assigns, during the term of this agreement. Lessor will defend and hold harmless and indemnify Lessee and its officers, personnel, attendees, representatives, agents or assigns, from and against any and all actions, damages, claims, demands, losses, judgments, penalties, costs and expenses, including any fees and/or costs reasonably incurred by Lessee in enforcing this provision, including reasonable attorney's fees, to the extent such liabilities are caused by the negligent acts, omissions or willful misconduct of Lessor, its officers, employees, representatives, agents or assigns, during the term of this agreement. Lessee's indemnification herein does not include claims that are caused by latent defects of the Premises, which were not observed by Lessee on visual inspection.
24. At least two weeks before the event, Lessee agrees to provide Lessor, at Lessee's expense, a certificate of public liability insurance naming the Lessor as an additional insured, issued by a reputable casualty insurance company, with bodily injury liability limits of \$5,000,000 for any one injury and \$5,000,000 for any one accident and \$5,000,000 property damage liability. Such additional insurance coverage is limited to injury to persons or damage to property caused by the negligent acts or omissions of Lessee, its officers, personnel, attendees, representatives, agents or assigns during the term of this agreement and will not cover injury to persons or damage to property which is caused by the negligent acts, omissions or willful misconduct of Lessor, its officers, employees, representatives, agents or assigns, nor that of any third party.

Force Majeure:

25. If by reason of fire, action of the elements, catastrophe, public health emergency, a force majeure occurrence, the condition of the Premises has been compromised to the extent that Lessee's ability to hold its event at the Premises is no longer reasonably suitable, Lessor and Lessee will work together to accommodate the event on another mutually agreeable date. If a suitable alternate date cannot be arranged, the event at the Premises shall for said reason(s) be cancelled. Cancellation shall be effected by either party delivering to the other party written

notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is cancelled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor, or (if cancellation occurs after the event has started) a pro-rata portion of the total rent paid based upon usage of the Premises to cancellation. Upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.

26. In addition to the immediately preceding paragraph, if, at any time within four (4) months of the start date of the event, any governmental agency recommends, mandates or legislates limits on the number of people that may gather together publicly for any reason, the parties agree to work together to accommodate the event on another mutually agreeable date. If, within two (2) months of the event, a mutually agreeable alternate date cannot be arranged, or the limits of the size of public gatherings (whether recommended, mandated or legislated) have not been lifted by governmental authority to a size sufficient to accommodate the event, then the event shall be cancelled. Cancellation shall be effected by either party delivering to the other party written notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is canceled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor and upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.
27. Furthermore, and in any event, the Lessee may cancel or delay holding the event at any moment prior to the event being held should the Lessee, in its sole discretion, determine that the pandemic or any other public health emergency makes it unsafe to hold an in-person event. Cancellation shall be effected by Lessee to the Lessor written notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is canceled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor and upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.

Miscellaneous:

28. This agreement shall be interpreted in accordance with the laws of the province of Ontario.
29. THIS AGREEMENT shall bind the parties hereto, their successors and assigns, heirs, executors and administrators.

- 30. Paragraphs 23 (Indemnity) and 24 (Insurance) shall survive the termination date of this Agreement.
- 31. If any clause in this agreement shall be decided by a court of law to be void, then such decision shall not render the whole contract void but, rather, such void clause shall be deemed to be severed from the agreement, and the remainder of the agreement shall otherwise remain in full force and effect.
- 32. The headings in this agreement are for reference only, and do not constitute part of the agreement.
- 33. This Agreement may be executed in counterparts, by facsimile or electronic signature.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto, the day and year first above written.

Witness for Lessor:

The Corporation of the City of Sault Ste.
Marie – Lessor

City Clerk – Rachel Tyczinski

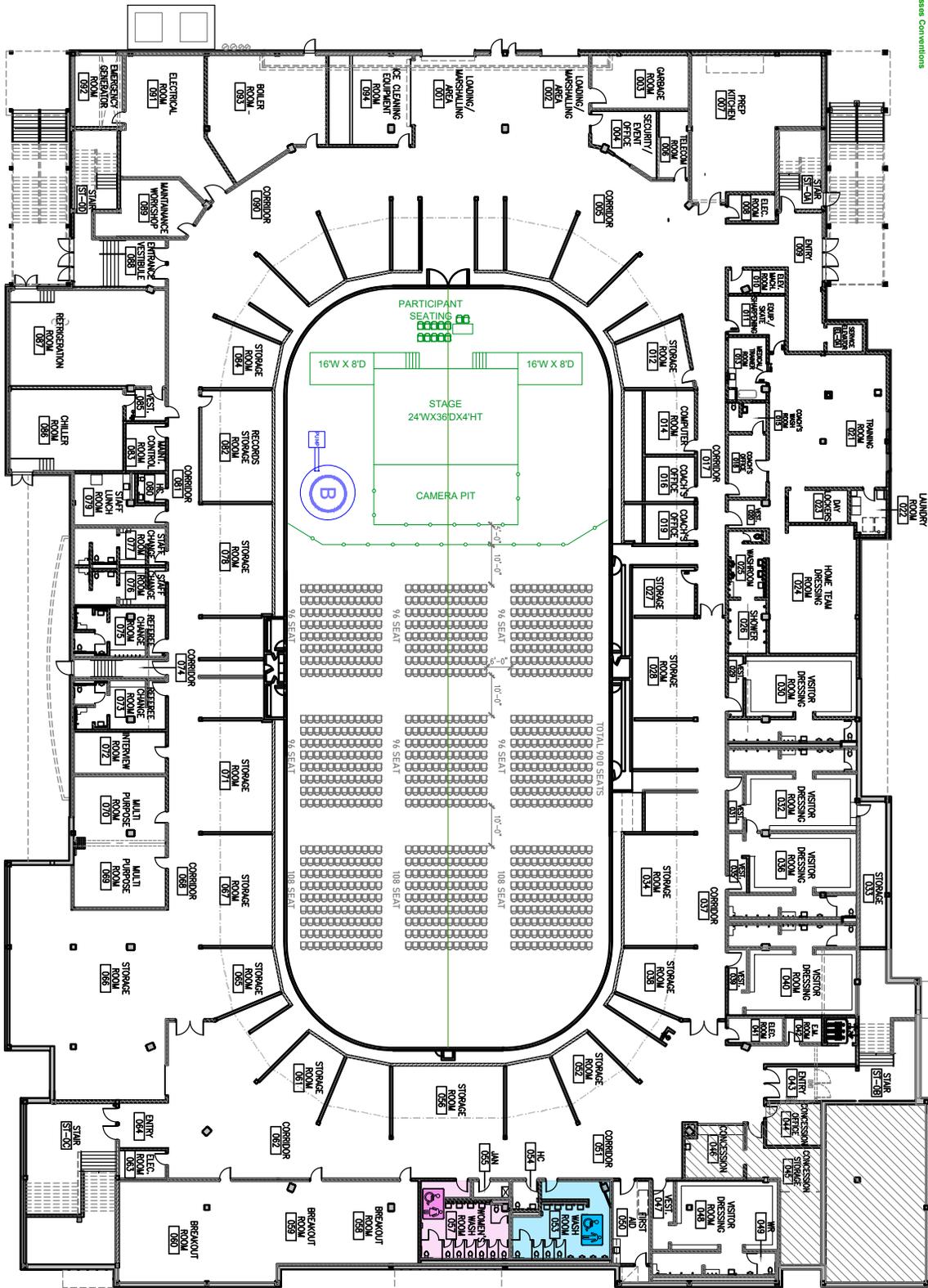
Mayor – Matthew Shoemaker

Witness for Lessee:

Watch Tower Bible and Tract Society of
Canada – Lessee

David Zollner

Rodney Jung, Director



LEGEND

- NO ACCESS
- MEN'S WASHROOM
- WOMEN'S WASHROOM
- ELEVATOR
- BAPTISM POOL

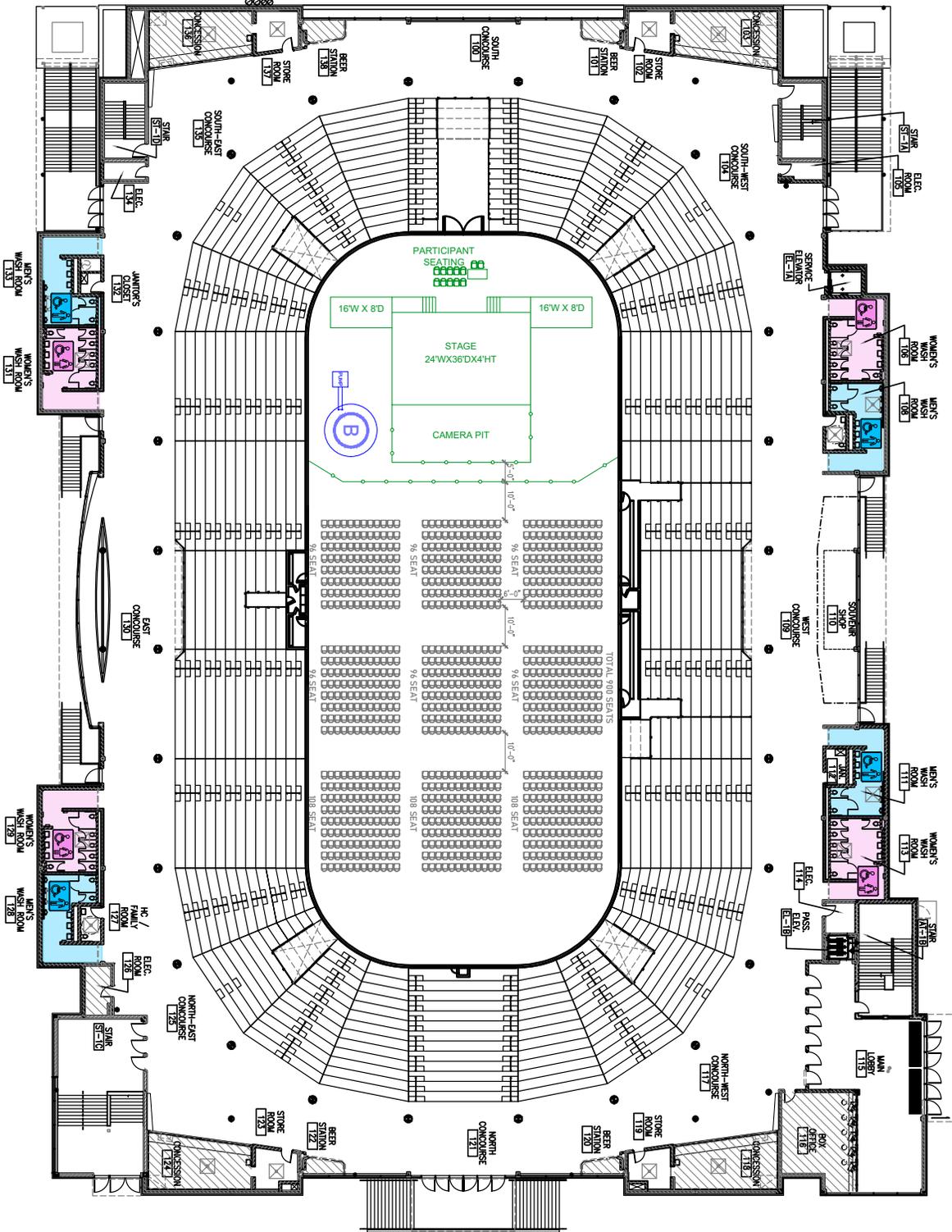
EVENT LEVEL

SCHEDULE A | SPACE PLAN

GFL MEMORIAL GARDENS - SAULT STE. MARIE, ON - 2023
 PLOT DATE: 2022-12-01

CONCOURSE LEVEL

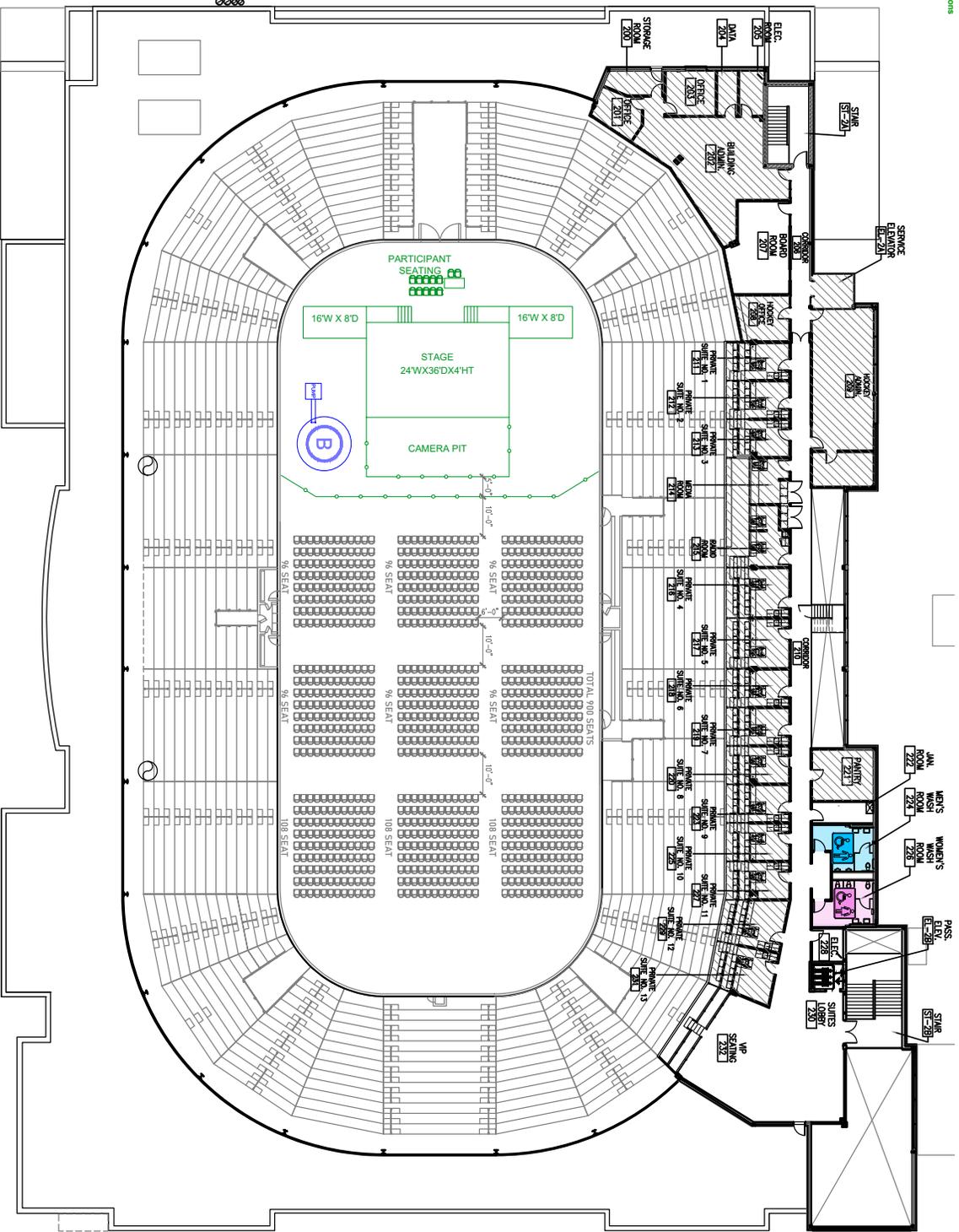
GFL MEMORIAL GARDENS - SAULT STE. MARIE, ON - 2023
 PLOT DATE: 2022-12-01



LEGEND

- NO ACCESS
- MEN'S WASHROOM
- WOMEN'S WASHROOM
- ELEVATOR
- BAPTISTISH POOL

SCHEDULE A | SPACE PLAN



SUITES LEVEL

GFL MEMORIAL GARDENS - SAULT STE. MARIE, ON - 2023
 PLOT DATE: 2022-12-01

SCHEDULE A | SPACE PLAN

LEGEND

- NO ACCESS
- MEN'S WASHROOM
- WOMEN'S WASHROOM
- ELEVATOR

SCHEDULE B

LESSOR EQUIPMENT AND SERVICES INCLUDED

BUILDING

Arena Venue, Offices, Seating, Event Level, Concourses and Auxiliary Rooms as outlined on Schedule A – Space Plan

All Available Parking Spaces as indicated on Schedule C – Parking Plan

Use and operation of passenger and freight elevators

Access to Venue During Event:
Friday 6:30 a.m.
Saturday 7:00 a.m.
Sunday 7:00 a.m.

EQUIPMENT

1000 portable seats

Folding Tables

1- 24'x30' stage W/QTY 2—16'x12' stage wings

Forklift

Elevation device

Pallet Jacks/Pump Trucks

Crowd Control
Barriers/Stanchions

Pipe and Drape

Carpet Runners

AUDIO & VIDEO (A/V)

High Definition Score Board

Exterior Digital Signage

House Video and Sound Connections

Video Inter-connectivity

STAFF

1 Event/Venue Liaison

Venue Security to Deal With Internal/External Disruptions

Venue Electrician – to hook up and dismantle pool heater/filter and A/V headend. All equipment is CSA certified.

CONSUMABLES/ UTILITIES

Soap, Toilet Paper, Paper Towels, Garbage bags

Cleaning Chemicals

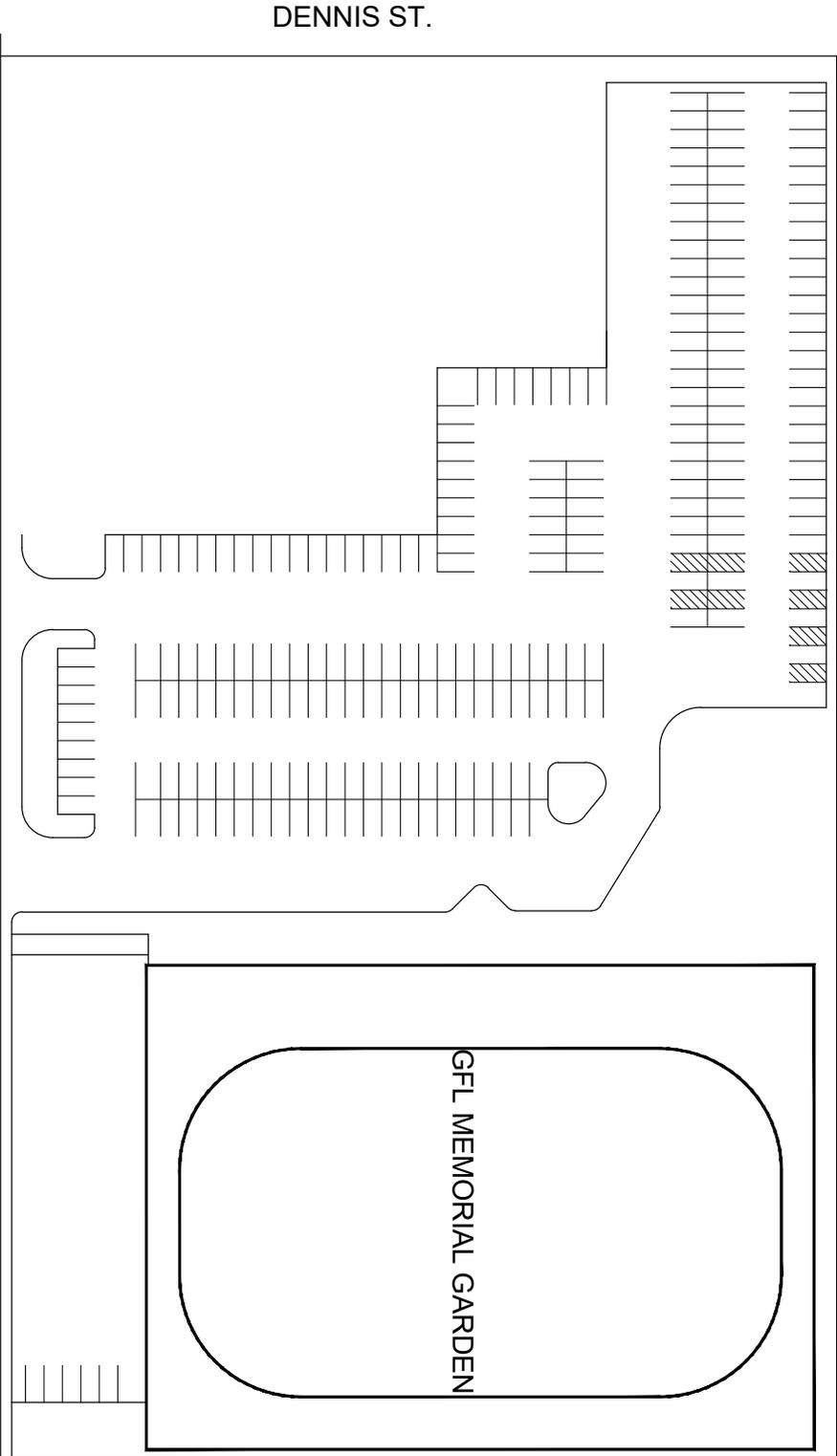
Garbage Disposal

Venue Wide Internet and LAN Internet Connections

Dedicated Upload and Download Bandwidth for streaming HD video content

Hot and Cold Water Access and Drainage (JWEs provides baptismal pool)

QUEEN ST. E.



LEGEND

-  UNAVAILABLE PARKING LOTS
-  ENTRANCE #
-  GENERAL PARKING
-  ELDERLY & INFIRM PARKING
-  GENERAL DROP-OFF
-  ELDERLY & INFIRM DROP-OFF
-  DIRECTION OF TRAFFIC

RON FRANCIS WY.

DENNIS ST.

BAY ST.

SCHEDULE C - PARKING MAP

GFL MEMORIAL GARDENS - SAULT STE. MARIE, ON - 2023

PL07 DATE 2022-12-01

Meeting No.
Date 3/20/2023
Item No. 12.1.7

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-36 (Agreement) RED Rural Economic Development Funding Downtown Plaza

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

A report from the Deputy CAO, Community Development and Enterprise Services is on the Agenda.

5. Documents attached:

- 2023-36 RED funding Amending Agreement Downtown Plaza.docx
- 2023-36 Schedule A.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-36

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and His Majesty the King in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Rural Economic Development (RED) program fund for the Downtown Plaza.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated February 14, 2023 between the City and His Majesty the King in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for the Rural Economic Development (RED) program fund for the Downtown Plaza.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

This Amendment is effective as of February 14, 2023.

AMENDING AGREEMENT

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

AND

THE CORPORATION OF THE CITY OF SAULT STE MARIE
CRA #122023120

(the "Recipient")

I. BACKGROUND

Ontario and the Recipient (the "**Parties**") entered into an agreement (the "**Agreement**") with an Effective Date of April 1, 2022 under the *Rural Economic Development (RED) program*.

Part V of the Agreement allows the Parties to make amendments to the Agreement, provided such amendments are in writing, agreed upon and signed by the Parties;

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree to amend the Agreement under this amending agreement (the "**Amendment**") as follows:

1. **Revocation and Replacement of Expiration Date in Section B.1.2 of Schedule "B"**. The date in Section B.1.2 of the Agreement is revoked and replaced with the following:

B.1.2 Expiration Date. The Expiration Date of this Agreement is July 28, 2024.

2. **Revocation and Replacement of Project Completion Date in Section B.1.4 of Schedule "B"**. The date in Section B.1.4 of the Agreement is revoked and replaced with the following:

B.1.4 Project Completion Date. The Project Completion Date is July 28, 2023.

3. Revocation and Replacement of Incurring Eligible Costs in Section D.2.1 of Schedule “D”. Section D.2.1 of Schedule D is revoked and replaced with the following:

D.2.1 Incurring Eligible Costs. The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date

TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	TOTAL
2022-23	\$0.00	\$0.00	\$75,000.03	\$174,999.97	\$250,000.00
TOTAL ELIGIBLE COSTS UP TO					\$250,000.00

4. Revocation and Replacement of Payment of Funds in Section E.1 of Schedule “E”. The date is Section E.1.3 of Schedule E is revoked and replaced with the following:

E.1.3 Final Report Date. The Final Report (Schedule “E.4” of this Agreement) is to be completed and submitted to the Province on or before: November 28, 2023.

5. Defined Terms. Any capitalized term used but not defined herein shall have the same meaning given to it in the Agreement.

6. Referential Incorporation Of Certain Provisions Of Agreement Into Amendment. Sections 1.1, 2.1 and 2.2, as well as Articles 19, 21 to 25 and 30 of Schedule “A” of the Agreement are referentially incorporated into this Amendment with any and all necessary modifications to make them applicable to this Amendment.

III. THE AGREEMENT

The Parties acknowledge that the Agreement continues as a valid and binding agreement, subject only to this amendment, and that all other terms and conditions of the Agreement continue to apply.

IV. COUNTERPARTS

This Amendment may be signed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

V. ACKNOWLEDGEMENT

The Recipient:

- (a) Acknowledges that it has read and understands the provisions contained in the entire Amendment; and
- (b) Agrees to be bound by the terms and conditions in the entire Amendment.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have respectfully signed this Amendment as of the dates indicated below:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Alan Crawley
Title: A/ Director, Rural Programs Branch

Date: _____

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF SAULT STE MARIE

Name: Matthew Shoemaker
Title: Mayor

Date: _____

Name: Rachel Tyczinski
Title: [REDACTED] City Clerk

Date: _____

I/We have the authority to bind the Recipient.

Meeting No.
Date 3/20/2023
Item No. 12.1.8

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-37 (Official Plan Amendment) 690 Black Road (2640038 Ontario Inc., Scott Wolowich)

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

Council report was passed by Council resolution on February 21, 2023.

5. Documents attached:

- 2023-37 (OP) 690 Black Road.docx
- OP Amendment 245.pdf

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2023-37

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 245 to the Official Plan for the City of Sault Ste. Marie (690 Black Road, 2640038 Ontario Inc., Scott Wolowich).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 245 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK - RACHEL TYCZINSKI

I:\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2023\Black Road, 690\2023-37 (OP) 690 Black Road.docx

**AMENDMENT NO. 245
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Residential Policies of the Plan.

LOCATION

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

BASIS

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

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

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

“Special Exceptions”

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

INTERPRETATION

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

Meeting No.
Date 3/20/2023
Item No. 12.1.9

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-38 (Zoning) 690 Black Road (2640038 Ontario Inc., Scott Wolowich)

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

Council report was passed by Council resolution on February 21, 2023.

5. Documents attached:

- 2023-38 (Z) 690 Black Road.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2023-38

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 690 Black Road (2640038 Ontario Inc., Scott Wolowich).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **690 BLACK ROAD; LOCATED ON THE EAST SIDE OF BLACK ROAD, APPROXIMATELY 200 METRES NORTH OF THE INTERSECTION OF BLACK ROAD AND SECOND LINE EAST; CHANGE FROM RA TO RA.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 88/516/1-98 of Schedule “A” to By-law 2005-150, is changed from RA (Rural Area) zone to RA.S (Rural Area) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(429) and heading as follows:

“2(429) 690 Black Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the east side of Black Road, approximately 200 metres north of the intersection of Black Road and Second Line East and having civic no. 690 Black Road and outlined and marked “Subject Property” on the map attached as Schedule 429 hereto is changed from RA (Rural Area) zone to RA.S (Rural Area) zone with a “Special Exception” to, in addition to those uses permitted in an RA zone:

1. Permit a repair and maintenance shop for hand-held power tools, air tools and other hand-held tools.
2. Increase the rear yard setback for any sensitive use, including but not limited to a residential dwelling, from locating within 100m of the rear line.

3. Apply the Rural Area Zone (RA) building regulations for a single-detached dwelling to the tool and repair shop, excluding the rear yard setback requirement as described in #2.
4. Reduce the setback for a commercial vehicle from 15 metres to 5 metres from any side lot line.”

3. **SCHEDULE “A”**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 245.

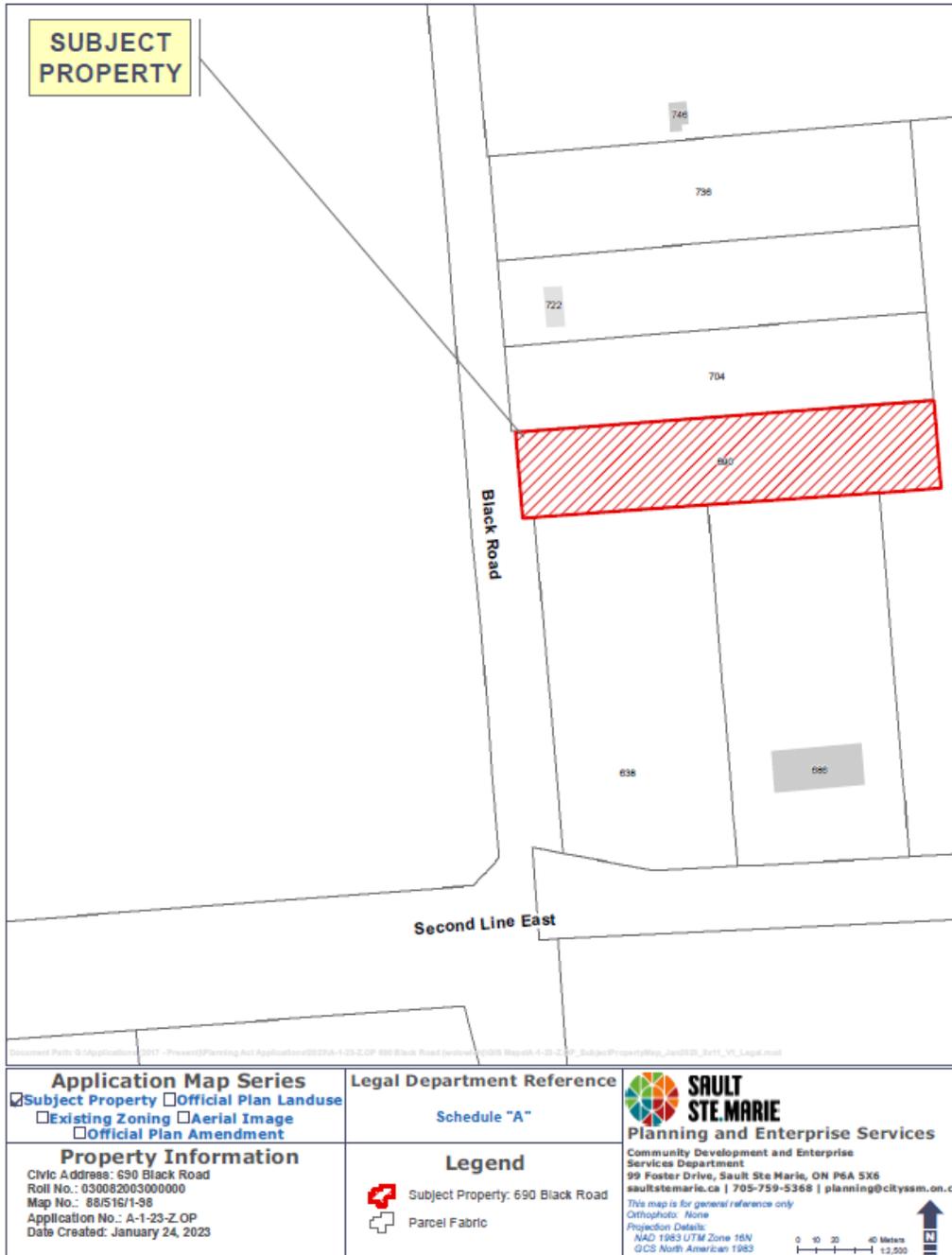
PASSED in Open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2023-38 AND
SCHEDULE 429 TO BY-LAW 2005-151



<p>Application Map Series</p> <p><input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse</p> <p><input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image</p> <p><input type="checkbox"/> Official Plan Amendment</p>	<p>Legal Department Reference</p> <p>Schedule "A"</p>	<p>SAULT STE. MARIE Planning and Enterprise Services</p> <p>Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca</p> <p><i>This map is for general reference only</i></p> <p>Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</p> <p>0 10 20 40 Meters 1:2,500</p> <p></p>
<p>Property Information</p> <p>Civic Address: 690 Black Road Roll No.: 030082003000000 Map No.: 88/S16/1-98 Application No.: A-1-23-Z.OP Date Created: January 24, 2023</p>	<p>Legend</p> <p> Subject Property: 690 Black Road</p> <p> Parcel Fabric</p>	

Meeting No.
Date 3/20/2023
Item No. 12.1.10

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-39 (Property Surplus and Sale) Housekeeping Repeal by-law 2016-148 110 Yates Avenue (Parniak)

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

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

5. Documents attached:

- 2023-39 Housekeeping - Repeal by-law 2016-148 Yates.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-39

PROPERTY SALE: A by-law to repeal By-law 2016-148 being a by-law to authorize the sale of surplus property being part 110 Yates Avenue (legally described as PT S.W. ¼ SECTION 34 BEING PART 1 ON 1R13242; Sault Ste. Marie, Part PIN 31609-0368) to Nick Parniak.

WHEREAS on September 26, 2016 City Council passed By-law 2016-148;

AND WHEREAS the by-law that was passed by City Council whose purpose was to authorize the sale of this surplus property no longer serves any purpose;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to Section 151 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **BY-LAW 2016-148 REPEALED**

By-law 2016-148 is hereby repealed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Meeting No.
Date 3/20/2023
Item No. 12.1.11

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-40 (Property) Repeal By-law 2021-155 Property Sale Yates Avenue (Ellsin)

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

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

5. Documents attached:

- 2023-40 Housekeeping - Repeal by-law 2021-155 Yates (Ellsin).docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-40

PROPERTY SALE: A by-law to repeal By-law 2021-155 being a by-law to authorize the sale of surplus property on Yates Avenue being legally described as PART PIN 31609-0384 (LT) PART SECTION 34 PART 1 1R13791, TOWNSHIP OF KORAH, CITY OF SAULT STE. MARIE (Ellsin Environmental Ltd.).

WHEREAS on August 9, 2021 City Council passed By-law 2021-155;

AND WHEREAS the by-law that was passed by City Council whose purpose was to authorize the sale of this surplus property no longer serves any purpose;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to Section 151 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **BY-LAW 2021-155 REPEALED**

By-law 2021-155 is hereby repealed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2023\2023-40 HOUSEKEEPING - REPEAL BY-LAW 2021-155 YATES (ELLSIN).DOCX

Meeting No.
Date 3/20/2023
Item No. 12.1.12

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

**By-law 2023-41 (Engineering) Avery Construction Limited Wemyss Street Reconstruction Contract
2023-2E**

2. Initiated By:

Legal

3. Referred By:

Orsalina Naccarato

4. Decision Required:

A report from the Municipal Services and Design Engineer is on the Agenda.

5. Documents attached:

- 2023-41 Contract 2023-2E Wemyss Street Reconstruction.docx
- 2023-41 Schedule A.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-41

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the reconstruction of Wemyss Street between Trelawne Avenue to Pim Street (Contract 2023-2E).

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 Contract dated March 20, 2023 between the City and Avery Construction Limited, a copy of which is attached as Schedule "A" hereto. This Contract is for the reconstruction of Wemyss Street between Trelawne Avenue to Pim Street (Contract 2023-2E).

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
WEMYSS STREET RECONSTRUCTION
Contract No 2023-2E**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 20th day of March in the year 2023, by and between **Avery Construction Limited**, hereinafter called the "**Contractor**",

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the "**Owner**".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**WEMYSS STREET RECONSTRUCTION
Contract No 2023-2E**

which have been signed in triplicate by both parties and which were prepared by **TULLOCH** acting as Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2019 version or newest), and working drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and

expenses of every nature and kind whatsoever which may be made or brought against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement wherein.
8. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post or by telegram addressed as follows:

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

The Contractor: Avery Construction Limited
940 Second Line West
Sault Ste Marie, ON
P6C 2L3

The Contract Administrator: TULLOCH
71 Black Road, Unit 8
Sault Ste Marie, ON
P6B 0A3

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

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR –MATTHEW SHOEMAKER

SIGNATURE

MUNICIPAL CLERK – RACHEL TYCZINSKI

SIGNATURE

AVERY CONSTRUCTION LIMITED

SIGNATURE

NAME: _____

I have authority to bind the corporation

Meeting No.
Date 3/20/2023
Item No. 12.1.13

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-42 (Temporary Street Closing) Wemyss Street Reconstruction

2. Initiated By:

Legal

3. Referred By:

Orsalina Naccarato

4. Decision Required:

A report from the position of Municipal Services and Design Engineer is on the Agenda.

5. Documents attached:

- 2023-42 Temporary Street Closing for Wemyss Street Reconstruction.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-42

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Wemyss Street between Trelawne Avenue and Pim Street including intersections; Trelawne Avenue from Wemyss Street to 100m west; and Fauquier Avenue from Beatrice Street to Wemyss Street from April 1, 2023 to December 15, 2023 to facilitate the Wemyss Street Reconstruction.

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

1. **TEMPORARY STREET CLOSING OF WEMYSS STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Wemyss Street between Trelawne Avenue and Pim Street including intersections; Trelawne Avenue from Wemyss Street to 100m west; and Fauquier Avenue from Beatrice Street to Wemyss Street from April 1, 2023 to December 15, 2023 to facilitate the Wemyss Street Reconstruction.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – MALCOLM WHITE

Meeting No.
Date 3/20/2023
Item No. 12.1.14

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-43 (Agreement) Integrity Commissioner Extension Ironside Consulting Services Inc.

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

A report from the City Clerk is on the Agenda.

5. Documents attached:

- 2023-43 - Integrity Commissioner Extension.docx

- 2023-43 Schedule A.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-43

AGREEMENT: A by-law to authorize the execution of the amending Agreement between the City and IRONSIDE CONSULTING SERVICES INC. for the provision of integrity commissioner services.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 20, 2023 between the City and IRONSIDE CONSULTING SERVICES INC., a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of integrity commissioner services.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Amending Agreement is made effective the 20th day of March, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "Municipality")

– and –

IRONSIDE CONSULTING SERVICES INC.

(hereinafter referred to as the "Integrity Commissioner")

WHEREAS the Municipality entered into an Agreement from May 1, 2018 to December 31, 2020 for the engagement of an Integrity Commissioner;

AND WHEREAS the agreement allowed the Municipality the right to extend the Agreement upon mutual agreement of the parties and on completion of the Term as set out therein;

AND WHEREAS the parties agreed to such an extension of the Agreement to March 31, 2023;

AND WHEREAS the parties agree to extend the agreement again for a further four (4) months;

NOW THEREFORE the parties agree as follows:

1. That paragraph 1 of the Agreement be amended to read as follows:

"This Agreement ("the "Agreement") shall be extended from April 1, 2023 and end July 31, 2023 (the new "Term") provided that this Agreement is not previously cancelled or terminated by the City in accordance with this Agreement, by operation of law or otherwise, and further provided that the Integrity Commissioner has faithfully complied with and performed all of the covenants and conditions as set out in the original Agreement on its part to be performed during the new Term".

2. The remaining paragraphs, Schedules, terms and conditions of the said Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

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

Per:

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

IRONSIDE CONSULTING SERVICES INC.

Per:

**ANTOINETTE BLUNT
PRESIDENT**

Meeting No.
Date 3/20/2023
Item No. 12.1.15

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-44 (Agreement) Safe Restart Phase 4 Funding

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

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

5. Documents attached:

- 2023-44 SRA Transfer Payment.docx

- 2023-44 Schedule A.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-44

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and His Majesty the King in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for confirming the City of Sault Ste. Marie's interest in participation in SRA Phase 4 funding.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and His Majesty the King in right of Ontario as represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for confirming the City of Sault Ste. Marie's interest in participation in SRA Phase 4 funding.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

TRANSFER PAYMENT AGREEMENT FOR SAFE RESTART AGREEMENT PHASE 4 FUNDING FOR MUNICIPAL TRANSIT (SRA PHASE 4)

THIS TRANSFER PAYMENT AGREEMENT for Safe Restart Agreement Phase 4 Funding for Municipal Transit (SRA PHASE 4) (the "Agreement") is effective as of the Effective Date.

B E T W E E N:

His Majesty the King in right of Ontario as represented by the Minister of Transportation for the Province of Ontario

(the "**Province**")

- and -

The Corporation of the City of Sault Ste. Marie

(the "**Recipient**")

BACKGROUND:

On December 7, 2022, the Government of Ontario announced that it was partnering with the Government of Canada to provide up to \$505 million in Safe Restart Agreement Phase 4 Funding for Municipal Transit (SRA Phase 4) to municipalities across Ontario.

The funding for SRA Phase 4, which will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement, is intended to provide the Recipient with assistance for the costs and losses relating to the Recipient's transit systems the Recipient has incurred during the Eligibility Period as a result of the COVID-19 pandemic.

SRA Phase 4 funding builds upon the approximately \$2.15 billion that was delivered to municipalities through the Safe Restart Agreement (SRA) to support Ontario municipal transit systems with COVID-19 pandemic-related financial pressures. SRA funding has been delivered in three phases:

- Phase 1: Over \$700 million flowed to municipalities for COVID-19 related financial impacts between April and September 2020.
- Phase 2: \$590 million flowed to municipalities for COVID-19 related financial impacts between October 2020 and March 2021.
- Phase 3: Up to \$650 million for eligible expenditures between April and December 2021, plus an additional \$127.6 million in Phase 3 top-ups and an additional \$81.7 million in supplementary funding for January 2022 (for Phase 3 only, municipalities were able to request an extension of the eligibility period to December 31, 2022, on a case-by-case basis).

CONSIDERATION:

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

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Contact Information and Authorized Representatives

Schedule "C" - Eligible Expenditures and Ineligible Expenditures

Schedule "D" - Payment Procedures

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

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

- (a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency;
- (b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency; or
- (c) this Agreement and any of the requirements of the Guidelines, this Agreement will prevail.

3.0 COUNTERPARTS

3.1 Counterparts. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Execution and Delivery of Agreement.

- (a) The Agreement may:
 - (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreement.** An amending agreement for changes to the Agreement may be duly executed by the representatives of the Parties listed on the signature page below or in Schedule "B" (Contact Information and Authorized Representatives).

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
 - (a) the Funds are to assist the Recipient with the Financial Impacts due to the COVID-19 pandemic on the Recipient's transit system or the Costs to Support Priority Initiatives and not to provide goods or services to the Province;
 - (b) the Province is not responsible for the Recipient's transit system; and
 - (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (Ontario) and that any information provided to the Province in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (Ontario) and any information provided to the Recipient in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO, represented by the Minister of Transportation for the Province of Ontario

Date

Name: Caroline Mulrone
Title: Minister

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Date

Name: Matthew Shoemaker
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Rachel Tyczinski
Title: Clerk

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

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

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Recipient’s transit system or the Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

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

“Costs to Support Priority Initiatives” means the operating and capital costs incurred by the Recipient during the Eligibility Period in respect of the Recipient’s municipal transit system that support the priority transit initiatives identified in Schedule “C” subsection C1.1. For clarity, Costs to Support Priority Initiatives are Eligible Expenditures insofar as they are incurred in accordance with Schedule “C”.

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

“Eligible Expenditures” means the losses and costs that are eligible for funding by the Province in accordance with Schedule “C” of the Agreement).

“Eligibility Period” means the period starting on February 1, 2022 and ending on December 31, 2022, inclusive.

“Event of Default” has the meaning ascribed to it in section A12.1 (Events of Default).

“Expiry Date” means December 31, 2023.

“Financial Impacts” means the net revenue losses, net operating costs, and capital costs the Recipient has incurred during the Eligibility Period in respect of the Recipient’s municipal transit system as a result of the COVID-19 pandemic. For clarity, Financial Impacts are Eligible Expenditures insofar as they are incurred in accordance with Schedule “C”.

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

“Guideline” or **“Guidelines”** means the “Ministry of Transportation Safe Restart Agreement Phase 4 Municipal Transit Funding Stream Guidelines and Requirements”, as may be amended from time to time, which were distributed to recipients on December 7, 2022, and made available through the Transfer Payment Ontario (TPON) system.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Ineligible Expenditures” means the costs that are ineligible for funding by the Province in accordance with Schedule “C” of the Agreement.

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

“Maximum Funds” means **\$1,105,216**.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediating).

“On-demand Transit” means an alternative form of providing transit, where vehicle routes and schedules are determined by passenger demand typically facilitated through a technology application, unlike fixed route transit where transit service has a predetermined route and schedule.

“Operating Budget” means the Recipient’s 2020 operating budget which has been prepared and adopted by the Recipient as required by section 290(1) of the *Municipal Act, 2001* or a suitable adopted budget from which a baseline can be established to measure COVID-related financial impacts.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Recipient’s transit system or with any other part of the Agreement.

“Records Review” means any assessment the Province conducts pursuant to section A7.4 (Records Review).

“ Reports ” means the reports described in the Guidelines as well as any additional reports described in this Agreement.

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

“SRA Phase 1 Contribution” means the funding for the SRA Phase 1 the Province provided to the Recipient in September and October 2020 in accordance with the Safe Restart Agreement
Public Transit Funding Stream – Phase 1 Guidelines and Requirements

“SRA Phase 3 Contribution” means the funding for the SRA Phase 3 the

Province provided to the Recipient in March 2021 in accordance with the Province's Safe Restart Agreement Public Transit Funding Stream – Phase 2 and Phase 3 Guidelines and Requirements.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to operate its transit system;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Recipient's transit system;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient's policies and procedures and, to the extent possible under the COVID-19 pandemic unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with, and will continue to comply with, all requirements under the Guidelines;
- (e) it is in compliance with the insurance requirements set out in section A10.1 (Recipient's Insurance);
- (f) any information, including the Reports, the Recipient provided to the Province in support of its request for Funds including, without limitation, information relating to any eligibility requirements, the Recipient's transit system, any Financial Impact, any Costs to Support Priority Initiatives and related timelines was true and complete at the time the Recipient provided the Reports; and
- (g) it will provide any necessary updates to the Province during the Term of the Agreement to ensure that all Reports will continue to be true and complete should any of the information become inaccurate.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to address any identified risks to the Recipient's ability to claim Eligible Expenditures from the Eligibility Period, all in a timely manner; and
- (c) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action, and Termination for Default) of the Agreement or by the Province in accordance with the Guidelines.

A4.0 FUNDS

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for Eligible Expenditures;
- (b) provide the Funds to the Recipient in accordance with the payment procedures in Schedule "D" (Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1 (Funds Provided):

- (a) in addition to any other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide any Funds to the Recipient unless the Recipient fulfils the special conditions listed in section A27.1 (Special Conditions); and

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of one or more of the following:
 - (i) the information the Recipient provides to the Province pursuant to this Agreement and the Guidelines; and
 - (ii) the SRA Phase 3 Contribution funding provided to the Recipient exceeds the financial impacts the Recipient incurred, as a result of the COVID-19 pandemic, beginning from April 1, 2021, to December 31, 2021, inclusive.

A4.3 Use of Funds. The Recipient will do all of the following:

- (a) spend the Funds only on Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 Deduction of SRA Phase 1 Contribution and SRA Phase 3 Contribution, Rebates, Credits and Refunds. Based upon the Reports the Recipient provides to the Province, the Province will provide Funds to the Recipient in an amount based on the actual losses or costs to the Recipient, less any actual losses or costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive SRA Phase 1 Contribution, SRA Phase 3 Contribution, a rebate, credit or refund.

A4.6 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A5.0 RECIPIENT'S DISPOSAL OF ASSETS

A5.1 Disposal. The Recipient will not, without the Province's prior written consent and prior to the Expiry Date or earlier termination of the Agreement, sell, lease, or otherwise dispose of any asset purchased or created with the Funds.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect of any Eligible Expenditures claimed under the Agreement and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Agreement, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4 (Records Review), A7.5 (Inspection and Removal) and A7.6 (Cooperation), "**Province**" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient represents and warrants:

(a) That it has submitted to the Province:

(i) all Reports in accordance with the requirements as provided for in the Guidelines

(b) That it has ensured that all Reports and other reports are:

(i) accurate to the date of this Agreement;

(ii) completed to the satisfaction of the Province; and

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

- (c) That it will provide to the Province any other reports, in accordance with any timelines and content requirements, that the Province may require from the Recipient prior to the execution of the Agreement and throughout the Term of the Agreement.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) proper and accurate financial accounts and Records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

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

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;

- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Agreement-related publications whether written, oral or visual:

- (a) acknowledge the support of the Province for the Funds provided under the Agreement;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.2 **Request from the Province in Respect of Communications Activities.** The Recipient will, upon Notice from the Province, provide the Province with any information the Province may request in respect of any Communications Activities.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its

subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the Agreement.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the repayment of any Funds provided to the Recipient in accordance with this Agreement.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province;
- (b) provide, in accordance with Article A7.0 (Reporting, Accounting and Review), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b); or
- (c) Provide any necessary update to the Province with respect to the accuracy of the content or information contained and submitted to the Province in any Report provided in accordance with this Agreement or the Guidelines.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (d) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (e) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (f) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A12.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraph A12.2.

A12.5 When Termination Effective. Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A13.0 FUNDS UPON EXPIRY

A13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining either in its possession, under its control, or both.

A14.0 DEBT DUE AND PAYMENT

A14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds, SRA Phase 1 Contribution and SRA Phase 3 Contribution, or an amount equal to any Funds, SRA Phase 1 Contribution, or SRA Phase 3 Contribution to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise. This paragraph shall be in addition to any rights provided for under paragraph A4.4 above and shall not be construed by either Party as a conflict to said paragraph.

A14.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A14.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B" (Contact Information and Authorized Representatives).

A14.5 Fails to Pay. Without limiting the application of section 43 of the *Financial*

Administration Act (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A15.0 NOTICE FOR MATTERS PURSUANT TO THE AGREEMENT.

A15.1 Notice in Writing and Addressed. Any Notice that shall be required to be provided by one Party to the other Party pursuant to the Agreement will be:

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

A15.2 Notice Given. Notice will be deemed to have been given:

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

A15.3 Postal Disruption. Despite paragraph A15.2(a), in the event of a postal disruption:

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

A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 Consent. When the Province provides its consent pursuant to the Agreement:

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

A17.0 SEVERABILITY OF PROVISIONS

A17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A18.0 WAIVER

A18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement or the Guidelines.

A18.2 **Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

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

A19.0 INDEPENDENT PARTIES

A19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

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

A21.0 GOVERNING LAW

A21.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the

Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A22.0 FURTHER ASSURANCES

A22.1 Agreement into Effect. The Recipient will:

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

A23.0 JOINT AND SEVERAL LIABILITY

A23.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 Other Agreements. If the Recipient:

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

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A26.0 SURVIVAL

A26.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), paragraph 3.2(b), Articles 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (Deduction of SRA Phase 1 Contribution and SRA Phase 3 Contribution, Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2, Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice for Matters Pursuant to the Agreement) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

A27.0 SPECIAL CONDITIONS

A27.1 Special Conditions. The provision of the Funds by the Province to the Recipient under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the execution of the Agreement by the Recipient;
 - (ii) the necessary information, including a void cheque or a blank letter, to facilitate an electronic transfer to an interest-bearing account in the name of the Recipient at a Canadian financial institution; and

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES**

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8</p> <p>Attention: Kevin Dowling, Manager, Strategic Investments Office</p> <p>Phone: (416) 859-7912 Email: kevin.dowling@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Address: 111 Huron Street Sault Ste. Marie, ON P6A 5P9</p> <p>Attention: Nicole Maione</p> <p>Phone: 705-759-5434 Email: n.maione@cityssm.on.ca</p>
<p>Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement</p>	<p>Address: 99 Foster Drive Sault Ste. Marie, ON P6A 5X6</p> <p>Attention: Shelley Schell</p> <p>Phone: 705-759-5355 Email: s.schell@cityssm.on.ca</p>
<p>Authorized representative of the Province for the purpose of section 4.2 (Execution of Amending Agreements)</p>	<p>Position: Director Municipal Programs Branch, Ministry of Transportation</p>
<p>Authorized representative of the Recipient for the purpose of section 4.2 (Execution of Amending Agreements)</p>	<p>Position: City Clerk</p>

**SCHEDULE “C”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

C1.0 ELIGIBLE EXPENDITURES

C1.1 **Scope of Eligible Expenditures.** Eligible Expenditures include, at the Province’s sole discretion, the following losses and costs incurred during the Eligibility Period:

Net Revenue Losses

- (a) The following revenue losses will be considered Eligible Expenditures, which shall be calculated by subtracting the difference between the Operating Budget and actual revenue for the Eligibility Period, minus the non-COVID 19 related revenue changes during the same period:
 - (i) farebox revenue losses;
 - (ii) advertising revenue losses;
 - (iii) parking revenue losses;
 - (iv) contract revenue losses; and
 - (v) any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Operating Costs

- (b) The following operating costs measured against the Operating Budget (i.e., (operating costs amount in the Operating Budget minus the actual operating costs amount during the Eligibility Period) minus the non-COVID-19 pandemic operating costs amount = the eligible operating costs amount) that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
 - (i) costs associated with vehicle cleaning;
 - (ii) costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);

- (iii) costs associated with vehicle maintenance;
- (iv) costs associated with transit facilities;
- (v) costs resulting from existing contracts with expanded scope/new contracts;
- (vi) employee related costs (i.e., salaries, wages, benefits);
- (vii) costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
- (viii) costs for signage and other means of communications related to the COVID-19 pandemic (e.g., social distance guidance); and
- (ix) any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Capital Costs

- (c) The following capital costs that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic, will be considered Eligible Expenditures:
 - (i) costs associated with installing driver protection barriers and other protection measures for transit drivers;
 - (ii) costs associated with providing passenger protection equipment and other passenger safety measures; and
 - (iii) any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Priority Transit Initiatives

- (d) The following operating and capital costs incurred and paid that support priority transit initiatives:
 - (i) Up to 50% of the total costs for initiatives that support a long-term vision for regional fare and service integration;
 - (ii) Up to 50% of the total costs for On-Demand Transit studies and pilot initiatives; and
 Up to 50% of the total costs for expenses to support the transformation of transit structures/governance between neighbouring municipal governments, where the Province has been engaged in discussions.

C2.0 INELIGIBLE EXPENDITURES

C2.1 Scope of Ineligible Expenditures. Unless a cost or a loss is considered an Eligible Expenditure pursuant to section C1.1 (Scope of Eligible Expenditures), such cost or loss will be considered an Ineligible Expenditure. Without limitation, the following costs and loss will be considered Ineligible Expenditures:

- (a) costs incurred outside of the Eligibility Period;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in paragraph (b)(vi) of section C1.1 (Scope of Eligible Expenditures);
- (d) legal, audit, or interest fees;
- (e) any operating or capital cost that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred or paid, or both, during the Eligibility Period and as a result of the COVID-19 pandemic (i.e., excess purchases or stockpiling);
- (f) any loss that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred during the Eligibility Period and as a result of the COVID-19 pandemic;
- (g) refundable Harmonized Sales Tax or other refundable expenses; and
- (h) any other cost which is not specifically listed as an Eligible Expenditure under section C1.1 (Scope of Eligible Expenditure) and which, in the opinion of the Province, is considered ineligible.

SCHEDULE “D” PAYMENT PROCEDURES

D1.0 PAYMENT PROCEDURES

- D1.1 Submission of Claim for Payment and Required Documentation.** In order to receive payment, the Recipient will have submitted all Reports, including, without limitation, its claim for payment, together with the supporting documentation set out in the Guidelines in accordance with the timelines required therein, or at a later date if, the Province consents to a later date in its sole and absolute discretion.
- D1.2 Claim Payments.** Subject to the terms and conditions set out in the Agreement and the Guidelines and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D1.1 (Submission of Claim for Payment and Required Documentation) within 90 business days from the date the claim is approved and accepted by the Province.
- D1.3 No Interest.** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D1.2 (Claim Payments).
- D1.4 No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, or if the claim is missing any of the required supporting documentation, Reports or such documentation and Reports are not in accordance with the Guidelines or the Agreement, or both.
- D1.5 Lump Sum Payment.** In accordance with the foregoing, all payment of the Funds to be provided by the Province to the Recipient pursuant to the Agreement shall be made in a single lump sum payment, as calculated in accordance with the terms in the Agreement and the Guidelines, up to the Maximum Funds.

Meeting No.
Date 3/20/2023
Item No. 12.1.16

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-45 (Agreement) Mill Market - Booth Purchase Loan

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

A report from the Deputy CAO, Community Development & Enterprises Services is on the Agenda.

5. Documents attached:

- 2023-45 Mill Market Agreement Loan for Booths.docx
- 2023-45 Schedule A.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-45

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Mill Market Sault Ste. Marie for the loan for the construction of the vendor booths.

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 March 20, 2023 between the City and Mill Market Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This Agreement is for the loan for the construction of the vendor booths.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

LOAN AGREEMENT

This Loan Agreement is made effective the 20th day of March, 2023.

BETWEEN:

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

(herein referred to as the "City")

– and –

MILL MARKET SAULT STE. MARIE

(herein referred to as the "Mill Market")

WHEREAS the City and Mill Market entered into an original Lease Agreement dated July 15, 2019 (the "Original Lease Agreement") to lease the lands owned by the City known as 35 Canal Drive, Sault Ste. Marie, Ontario, and legally described as PT HUDSON'S BAY COMPANY'S LANDS S/S PORTAGE ST PL TOWN PLOT OF SAULT STE. MARIE PT 10-12 1R5809, PT 2, 3 1R5709, PT 6-10 1R9799; S/T T257669E, for the purpose of a Farmer's Market/Public Market and related ancillary uses and parking for same;

AND WHEREAS the Original Lease Agreement was amended by By-law 2020-130 passed on July 13, 2020, whereby pursuant to Section 2(l), additional terms and conditions in response to the COVID-19 pandemic were added to same;

WHEREAS the City is the owner of the lands in the City of Sault Ste. Marie municipally known as 73 Brock Street, Sault Ste. Marie, Ontario and legally described as

PIN 31542-0389 (LT), BEING FIRSTLY: LOTS 6-8 PLAN 138 ST. MARY'S; S 1/2 LOT 5 PLAN 138 ST. MARY'S; SECONDLY: 2 FOOT RESERVE PLAN 138 ST. MARY'S; 2 FOOT RESERVE PLAN 366MCD ST. MARY'S; PART LANE PLAN 138 ST. MARY'S; PART LANE PLAN 366MCD ST. MARY'S PART 1,4,5 & 8 1R9480 CLOSED BY T388549; PART LOT 11 PLAN 366MCD ST. MARY'S PART 1 PLAN 1R9277; S/T & T/W T404811; S/T T240452, T240561, T392044, T393283; CITY OF SAULT STE. MARIE

outlined on Schedule "A" attached herein and described as the "Premises";

AND WHEREAS Mill Market desires to relocate the Farmer's Market/Public Market from 35 Canal Drive to the Premises once the Premises is ready for occupation and the City is agreeable to same, subject to the terms and conditions as shall be later set out in a Lease Agreement between the parties;

AND WHEREAS at the City Council meeting held on February 21, 2023, City Council approved a Resolution, portions thereof relevant to this Loan Agreement being as follows:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated January 9, 2023 be received ...

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

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

AND WHEREAS Mill Market obtained three (3) quotes for the booth construction and selected a vendor to construct the booths to meet the requirements of their vendors and schedule the construction to align with occupancy at the Premises;

NOW THEREFORE in consideration of the sum of One (\$1.00 CDN) Dollar, the receipt of which is hereby acknowledged by the City and the mutual covenants, agreements and promises

hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

LOAN OF \$350,000.00 AND REPAYMENT TERMS

1. The City shall hereby loan the Mill Market the sum of Three Hundred Fifty Thousand (\$350,000.00 CDN) Dollars (the "Loan") for the costs incurred by Mill Market for the construction of the vendor booths. The Loan shall be interest free and be repayable by Mill Market to the City on the terms set out in Section 2 herein over a period of twenty-five (25) years ("Term of Loan Repayment").
2. Mill Market shall pay the City a monthly loan payment in the sum of One Thousand, One Hundred and Sixty-Six (\$1,166.67) Dollars and Sixty-Seven Cents commencing July 2, 2024 and on or before the 1st day of every month thereafter for a period of twenty-five (25) years inclusive until the Loan is fully repaid by Mill Market to the City.
3. Mill Market shall only use the Loan to pay for the costs of constructing the booths which includes security screens and for no other purpose. In the event that the booths cost more than the Loan, Mill Market acknowledges and agrees that Mill Market shall be solely responsible to pay for any such additional costs and the City shall have no responsibility or liability for same.
4. Mill Market and the City shall pursue an application with NOHFC as Co-Applicants for funding for the booth construction. The parties hereto acknowledge and agree that any funds received from NOHFC from this Application shall firstly and immediately be paid to the City to reduce the Loan payable by Mill Market to the City and until the Loan is fully repaid. The parties acknowledge and agree that the Loan shall only be reduced by any amounts received from NOHFC as set out herein, and by any amounts paid by Mill Market directly as loan payment pursuant to Section 2 herein.

CONSTRUCTION AND INSTALLATION OF THE BOOTHS

5. Mill Market shall be responsible to pay for all matters related directly and indirectly to the construction, installation, ongoing maintenance and later removal of the booths. The City shall at no time be responsible to pay for anything related directly or indirectly to the construction, installation, ongoing maintenance and later removal of the booths.
6. Mill Market shall be responsible and liable for all costs, taxes, permits, licences, approvals or assessments of every nature and kind whatsoever, in any way arising from the construction and installation of the booths. At no time shall the City be responsible for any matters related to vending, permits, public health requirements, building code requirements, licences, approvals, assessments or costs relating to the construction and installation of the booths at the Premises once a Lease Agreement between the parties has been finalized. Mill Market shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Mill Market regarding such taxes, permits, licences, approvals and assessments relating to the construction and installation of the booths.
7. Mill Market shall take all steps necessary to ensure that no liens or other encumbrances are filed/registered by the contractor/subcontractors of the booths. In the event that a lien or encumbrance is filed/registered by a contractor/subcontractors of the booths, Mill Market shall take all steps necessary to ensure same is immediately discharged. Mill Market represents that the booths shall constitute "furniture" of the Mill Market and do not form "leasehold improvements" at the Premises.

8. Mill Market represents and warrants that:
 - a. the construction of the booths shall occur outside of the Premises and any other City property;
 - b. the booths shall be installed at the Premises at dates/times satisfactory to the City and only by a contractor that is at the time of installation, an approved Contractor that meets all the criteria set out in the City's Contractor Prequalification Program.
9. This Loan Agreement shall not be assigned by Mill Market without the prior written approval of the City.
10. Subject to Sections 13-16 inclusive herein, the parties hereto acknowledge and agree that the booths shall remain the property of the Mill Market. Upon vacating the Premises at the end or earlier termination of the Lease to be entered between the parties, Mill Market shall ensure that the removal of the booths shall be done in a manner that the Premises is left in a state of repair and cleanliness to the satisfaction of the City and at the Mill Market's sole liability and expense.

INSURANCE AND INDEMNITY

11. Mill Market agrees to maintain at all times during the currency of this Loan Agreement the following insurance:
 - a. a minimum of Five Million (\$5,000,000.00) 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 Licence Date; and
 - b. fire and extended insurance coverage on all property of Mill Market including the booths, in an amount not less than the full replacement cost thereof from time to time.
12. Mill Market shall indemnify the City and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property; (a) arising out of, directly or indirectly, the construction, installation, ongoing maintenance and later removal of the booths (b) the installation of the booths at the Premises if a Lease Agreement is entered into between the parties; (c) occasioned or caused wholly or in part by any act or omission of Mill Market or anyone from whom it is in law responsible including the contractors/subcontractors retained by Mill Market to construct and install the booths and eventual business owners using the booths; (d) arising from any breach by Mill Market of any provision of this Agreement; and (d) arising in any way from Mill Market's use of the booths. To that end, Mill Market hereby acknowledges and agrees that the City shall be under no liability for injury to any servant, agent or employee of Mill Market or any contractor/subcontractor of the booths, sublessee, licensee, eventual business owner using the booths, or invitee of Mill Market or for loss of or damage to the property of Mill Market or of any of these persons that is sustained. Throughout the Term of the Loan repayment, Mill Market covenants and agrees to indemnify and save the City harmless against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever arising from injury to property, death or injury to any person, firm, partnership or corporation for which the City may become liable by reason of any matters related directly or indirectly to this Loan Agreement and the use, construction, installation, maintenance and thereafter removal of the booths.

Default and Repayment of Entire Loan

13. The parties hereto acknowledge and agree that the parties shall be entering into a Lease Agreement for Mill Market to occupy the Premises. The Lease Agreement shall contemplate a twenty-five (25) year term. The parties hereto acknowledge and agree that if the parties do not successfully enter into a Lease Agreement for Mill Market to occupy the Premises by July 1, 2023, the Loan herein shall automatically become fully due and owing by the Mill Market and shall bear interest commencing July 1, 2023 at the rate being the Bank of Canada rate as of the date of default plus two (2%) percent. The City shall further have the rights and remedies as set out in Section 16 herein.
14. The parties further acknowledge and agree that in the event that Mill Market vacates the Premises before the end of the twenty-five (25) year term of a Lease Agreement to be entered into by the parties or the City terminates the Lease Agreement early pursuant to the provisions of the Lease Agreement to be entered into between the parties, the Loan shall automatically become fully due and owing by the Mill Market, and shall bear interest commencing the date the Premises is vacated at the rate being the Bank of Canada rate as of the date of default plus two (2%) percent. The City shall further have the rights and remedies as set out in Section 16 herein.
15. An Act of Default has occurred when:
 - a. Mill Market has failed to make the necessary payments as set out in this Loan Agreement for a period of thirty (30) consecutive days, regardless of whether a demand for payment has been made or not;
 - b. Mill Market has breached its covenants or any of the terms and conditions set out in this Loan Agreement;
 - c. Mill Market has become bankrupt or insolvent, has had its properties seized or attached in satisfaction of a judgment and/or had a receiver appointed;
 - d. Mill Market is no longer insured and does not have the financial wherewithal to cover or respond to claims; or
 - e. Mill Market desires to assign the Loan Agreement and the City is not agreeable to same.
16. If and whenever an Event of Default occurs or an event as contemplated in Section 13 or 14 herein occur, then, without prejudice to any other rights which it has pursuant to this Loan Agreement or at law, the City shall have the following rights and remedies, which are cumulative and not alternative:
 - a. to terminate this Loan Agreement by notice to Mill Market and thereafter Mill Market shall be required to immediately repay the Loan in full;
 - b. to terminate this Loan Agreement by notice to Mill Market and seize the booths which shall thereafter remain the sole property of the City and Mill Market shall have no rights to same;
 - c. re-enter the Premises or other property where the booths are located and take possession of the booths or any other property of the Mill Market to satisfy the Loan and the City shall further have the right to sell, re-let or otherwise dispose of the booths in such a manner as the City sees with without notice to Mill Market.
 - d. to recover from Mill Market all damages, costs and expenses incurred by the City as a result of any default by Mill Market and the full repayment of the Loan; and/or
 - e. to recover from Mill Market the full amount of the payments due under the terms of the Lease.
17. Mill Market shall pay to the City all damages, costs and expenses (including, without limitation, all legal fees on a full indemnity basis) incurred by the City in enforcing the terms of this Loan Agreement, or with respect to any matter or thing which is the

obligation of the Mill Market under this Loan Agreement, or in respect of which the Mill Market has agreed to insure or to indemnify the City, and any matters or thing that arises from any contractor/subcontractor's construction and installation of the booths.

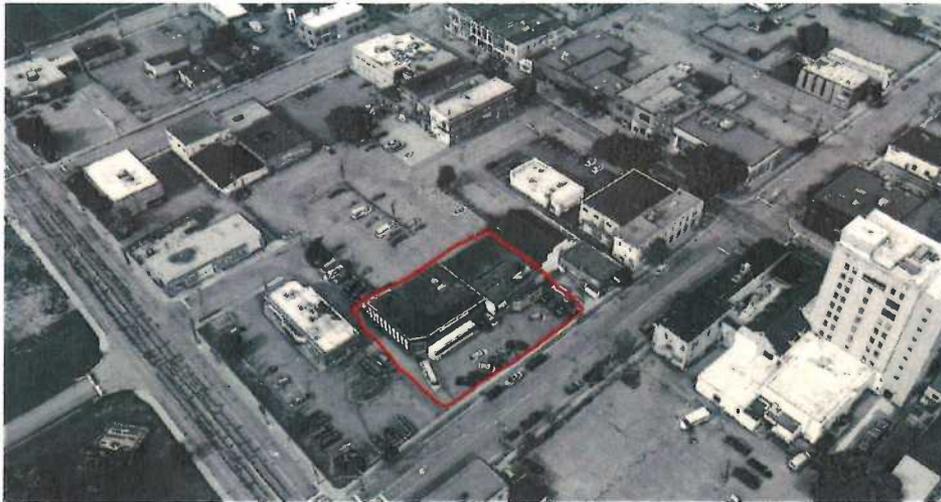
GENERAL

18. Mill Market shall give reasonable written notice to the City of any substantial damage that occurs to the booths at any time during the Term of the Loan repayment from any cause.
19. During the Term of the Loan Repayment, Mill Market shall not make any alterations or additions to the booths without first submitting to the City a plan showing the proposed alterations or additions and the City has approved same. Any and all alterations or additions to the booths must comply with all applicable building code standards, legislation and by-laws and shall be at Mill Market's cost.
20. Mill Market agrees at its own expense and by whatever means may be necessary immediately to obtain the release or discharge of any encumbrance that may be registered against the Premises, any other City Property and the booths themselves in connection with the construction, installation, maintenance and removal of the booths and this Loan Agreement.
21. Mill Market acknowledges that its obligations to insure and indemnify the City shall extend beyond Mill Market's vacancy of the Premises or other City Property and beyond the use, construction, installation and removal of the booths themselves when the damage is due to Mill Market's actions or negligence or that of its permitted contractors/subcontractors, eventual business owners using the booths, licencees and/or subleasees.
22. Any notice required or permitted to be given by one party to the other pursuant to the terms of this Loan Agreement may be given:

To the City at:
Deputy CAO – Community Development and Enterprise Services
99 Foster Drive, Sault Ste. Marie, ON
t.vair@cityssm.on.ca

To the Mill Market at:
Denise Martel, Vice Chair
rd.martel@gmail.com
23. This Loan shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada in force in the Province of Ontario.
24. No waiver by any party hereto of any breach by any other party of any of its covenants, agreements or obligations contained in this Loan Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party hereto to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of rent by the City shall not be deemed to be a waiver of any preceding breach by the Mill Market of any term, covenant or condition regardless of the City's knowledge of such preceding breach at a time of the acceptance of such rent. All charges payable by the Mill Market to the City hereunder shall be paid without any deduction set off or abatement whatsoever and the Mill Market hereby waives the benefit of any statutory or other right in respect of abatement or set off in its favour at the time hereof or at any future time.
25. There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein. This Loan Agreement constitutes the entire agreement duly executed by the parties, and no

SCHEDULE "A"



Meeting No.
Date 3/20/2023
Item No. 12.1.17

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-47 (Fire Services) Next Generation 9-1-1 Transfer Payment

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

A report from the Fire Chief is on the Agenda.

5. Documents attached:

- 2023-47 Next Generation 9-1-1 Transfer Payment.docx
- 2023-47 Schedule A.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2023-47

FIRE SERVICES: A by-law to authorize the execution of the Agreement between the City and His Majesty the King in right of Ontario as represented by the Solicitor General for grant funding from the province to assist with the integration and implementation of Next Generation 9-1-1 (NG-9-1-1), and to approve the transfer payment agreement.

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 April 01, 2022 between the City and His Majesty the King in right of Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is for grant funding from the province to assist with the integration and implementation of Next Generation 9-1-1 (NG-9-1-1), and to approve the transfer payment agreement.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of March, 2023.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1 day of April, 2022

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Solicitor General**

(the "Province")

- and -

**Corporation Of The City Of Sault Ste Marie (Sault Ste.
Marie Fire Services)**

(the "Recipient")

BACKGROUND

The existing 9-1-1 system has been in place for more than 30 years and has reached its end of life. The Canadian Radio-television and Telecommunications Commission (CRTC) has mandated the emergency telecommunications networks and 9-1-1 call centres, also referred to as Public Safety Answering Points (PSAPs), must transition to a new 9-1-1 communications system, known as Next Generation 9-1-1 (NG9-1-1), by March 4, 2025.

Once fully implemented, the new NG9-1-1 system will make it easier to provide additional details about emergency situations, such as video from the scene of an accident and ability to text 9-1-1 when requesting immediate help from police, fire, or ambulance services. It will also give emergency operators and dispatchers the ability to identify the location of a call using Global Positioning System (GPS) coordinates, resulting in a safer, faster, and more informed emergency response.

To support PSAPs with their transition to NG9-1-1, the Ontario government is investing \$208 million over three years to enhance the province's 9-1-1 emergency response system. A call for applications for year one funding in 2022-23 was publicly announced on November 28, 2022 and closed on January 10, 2023.

This Transfer Payment Agreement is prepared under this program to support your PSAP to meet the March 4, 2025 federally mandated deadline with eligible expenditures to implement technology and infrastructure upgrades to support your transition to NG9-1-1.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Reports, and
any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS –

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO as
represented by the Solicitor General**

Date

Name:
Title:

**Corporation Of The City Of Sault Ste Marie
(Sault Ste. Marie Fire Services)**

Date

Name:
Title:
I have authority to bind the Recipient.

Date

Name:
Title:
I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

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

“Indemnified Parties” means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 **TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan

attached to the Agreement as Schedule “D”; and

- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 **CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "E", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the

expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property

damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

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

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate as a PSAP

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A16.2 Debt Due. If, pursuant to the Agreement:

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed: or
- (b) in the case of email, or personal delivery one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

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

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or

enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

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

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$600,000.00
Expiry Date	July 31, 2023
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$600,000.00
Insurance	\$ 2,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Phil Thompson</p> <p>Position: Director</p> <p>Address: 21 College Street, Suite 301 Toronto ON M7A 0C1</p> <p>Email: Phil.Thompson@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Malcolm White</p> <p>Position: CAO</p> <p>Address: 99 Foster Drive Sault Ste. Marie, ON P6A 5X6</p> <p>Email: cao.white@cityssm.on.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name: Shelley Schell</p> <p>Position: CFO</p> <p>Address: 99 Foster Drive Sault Ste. Marie, ON P6A 5X6</p> <p>Email: s.schell@cityssm.on.ca</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

Ontario’s 9-1-1 emergency communication system has reached its end of life. It is unable to integrate with digital platforms and modern telecommunications technologies and requires a systemic overhaul to continue to provide life-saving services.

The Canadian Radio-television and Telecommunications Commission (CRTC) mandated that emergency telecommunications networks, service providers, and Public Safety Answering Points (PSAP), must transition to a new digital 9-1-1 platform, referred to as Next Generation 9-1-1 (NG9-1-1), by March 4, 2025. At that time, all legacy 9-1-1 systems will be decommissioned.

Bell Canada is designated by the CRTC as the Incumbent Local Exchange Carrier (ILEC) responsible for the provision and support of the 9-1-1 network in Ontario and they are also responsible for the 9-1-1 network transition to NG9-1-1. The Recipient currently operates a PSAP which is connected to the Bell Canada 9-1-1 network and will acquire NG9-1-1 technology that is compliant to the NENA i3 standard and the Bell Canada User to Network Interface (UNI) document. The Recipient can request both of these documents from their Bell Canada 9-1-1 service manager if required.

Funding has been provided to the Recipient to support the implementation and operationalization of the NG9-1-1 system within their PSAP. The NG9-1-1 system may include:

- Border Control Function (BCF)
- Call/Media Handling Functions (NENA i3 Interfaces and Specifications)
- Call/Media Logging Functions
- PSAP Hardware/Software
- System Management (domain name resolution, network time, security administration, IP network administration, system network monitoring, anti-virus, management information systems)

Costs associated with the Recipient’s PSAP transition to NG9-1-1 must relate to the eligible costs identified in Schedule D – Budget.

SCHEDULE "D"

BUDGET

Funding provided to the Recipient must be used to support the implementation and operationalization of NG9-1-1 technology within the Recipient's PSAP. Funding will be provided on a one-time basis and must be spent in accordance with the eligible cost categories defined below. The Recipient must demonstrate how the funding has been spent and provide a financial report at the end of the contract term as outlined in Schedule E.

NG9-1-1 Funding - Eligible Costs by Category

NG9-1-1 Technology Upgrades

- NG9-1-1 hardware, software, licensing costs
- NG9-1-1 call handling system compliant with the NENA i3 standards capable of processing NG9-1-1 voice and data records
- Multi-media handling and integration including Real Time Text (RTT), console requirements, computer telephony interfaces
- Computer Aided System (CAD) NG9-1-1 system integrations
- Records Management System (RMS) NG9-1-1 system integrations
- Local Area Network (LAN), Wide Area Network (WAN) design configuration, capacity, security
- Radio system NG9-1-1 integrations
- Cybersecurity (including assessments/testing and technical systems to protect the PSAP from a cyber incident)

NG9-1-1 Project Support

- Project management required to implement NG9-1-1
- Change management to manage technology changes (may include consultant and/or resources to identify technical and operational requirements)
- Training (may include technical and operational training required to support all members with the PSAPs transition to NG9-1-1)
- Dedicated NG9-1-1 project resources (technical and operational resources)
- Consultants

NG9-1-1 Infrastructure Requirements

- Facility assessments to support NG9-1-1 technology
- Physical site/facilities upgrades required to support NG9-1-1 technology such as heating, cooling, power, NG9-1-1 system security)
- NG9-1-1 network requirements (circuits, servers etc.)
- NG9-1-1 server racks, cabling

**SCHEDULE "E"
REPORTS**

The Recipient shall provide the Province with a Financial Report, accounting in detail, for all eligible expenses as outlined in Schedule D for which the Funds were provided, in the form set out below by the end of the contract term.

A detailed breakdown of expenditures is to be provided for eligible costs that have incurred from the fiscal period of **April 1, 2022 to March 31, 2023**.

Financial Report (Please use the template provided below). A Financial report that includes expected and actual expense amounts shall be submitted to estd.ng9-1-1@ontario.ca by the end of the contract term.

SCHEDULE "E" - FINANCIAL REPORT NEXT GENERATION 9-1-1 (NG9-1-1) FUNDING 2022-23		
SECTION A - CONTACT INFORMATION		
Name of Public Safety Answering Point (PSAP)		
Project Contact Information		
Title:		
First Name:		Tel. #:
Last Name:		Email:
Signing Authority Contact Information		
Title:		
First Name:		Tel. #:
Last Name:		Email:
SECTION B - FINANCIAL SUMMARY		
Total Funding Allocation (per TPA):	\$600,000.00	
Total Funding Spent (Actuals per Financial Report)	\$0.00	
#	Item	Actual Expense (Funding Spent April 1, 2022 to March 31, 2023)
NG9-1-1 Technology Upgrades		
1		
2		
3		
4		
5		
6		

7		
8		
9		
10		
Sub-Total		\$
NG9-1-1 Project Support		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Sub-Total		\$
Resources		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Sub-Total		\$
NG9-1-1 Infrastructure Requirements		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Sub-Total		\$
TOTAL:		\$

SECTION D - DECLARATION & SIGNING

I hereby certify that the above information is true and correct and internal controls were exercised to ensure that all funds allocated to the above expenses were purchased in accordance with the Grant Proposal and Transfer Payment Agreement.

NAME		TITLE	
SIGNATURE		DATE	

Meeting No.
Date 3/20/2023
Item No. 12.2

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

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

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 12.2.1

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2023-32 (Stop Up, Close, Convey) Part of Herbert Street

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

A report from the Solicitor is on the Agenda.

5. Documents attached:

- 2023-32 Herbert St. Stop Up, Close, Sell.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2023-32

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of Herbert Street, Dixon Subdivision, Plan 52431.

WHEREAS the street more particularly described as Herbert Street described as PIN 31535-0225 (LT) HERBERT ST PL 2012 ST. MARY'S EXCEPT T87748; HERBERT ST PL H496 ST. MARY'S LYING W OF T89496; S/T T91957, T91958, T91959 T91960, T91961; SAULT STE. MARIE was established as a public street and assumed for public use by By-law 2023-31;

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

1. **STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The part of the street more particularly described as that portion of Herbert Street being PART PIN 31535-0225 (LT) PART HERBERT STREET, PLAN 52431, BEING PARTS 1-6 INCLUSIVE ON PLAN 1R13987, in the Dixon Subdivision, Plan 52431, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. **EXECUTION OF DOCUMENTS**

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

3. **EASEMENTS TO BE RETAINED**

The street is subject to the retention of easements if required.

4. **EFFECTIVE DATE**

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

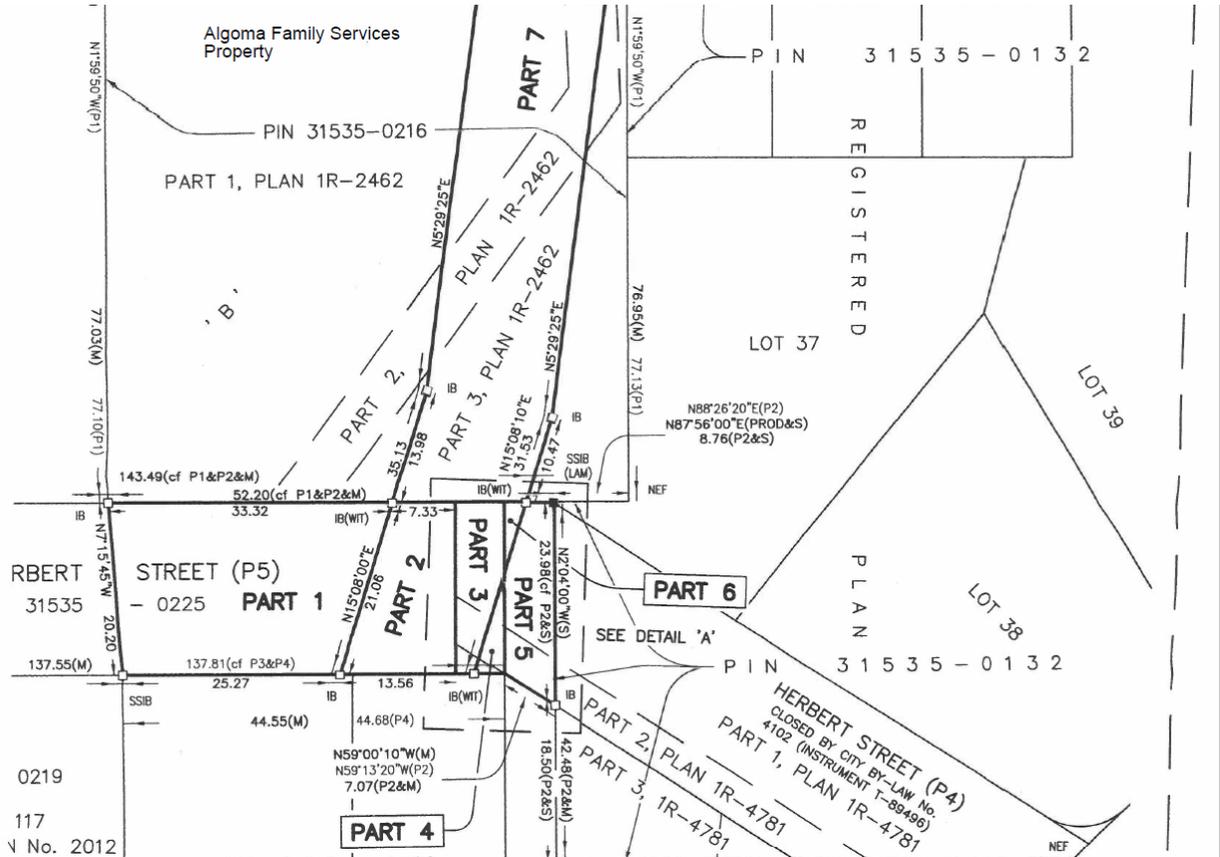
READ the **FIRST** and **SECOND** time in open Council this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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

Part Plan 1R13987



Meeting No.
Date 3/20/2023
Item No. 12.3

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

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

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

Meeting No.
Date 3/20/2023
Item No. 12.3.1

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2022-192 (Local Improvement) Biggings Avenue from Queen Street East to Wellington Street East

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

5. Documents attached:

- 2022-192 THIRD READING.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2022-192

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class "A" pavement on Biggings Avenue from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

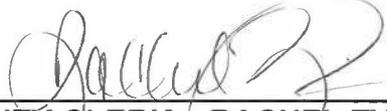
1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$128.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" forms a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 12th day of December, 2022.



MAYOR – MATTHEW SHOEMAKER



CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-25 LOCAL IMPROVEMENT ANGELINA AVENUE FIRST AND SECOND READING.DOC

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class “A” pavement on Biggings Avenue from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the **THIRD** time in open Council and passed this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2022-192 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

December 12, 2022

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Biggings Avenue
From:	Queen Street East
To:	Wellington Street East

Estimated Cost of Work: \$2,597,000.00

Estimated Assessable Abutting Frontage: 759.3m

Estimated Cost to be Borne by Assessable Abutting Property: \$97,190.49

Estimated Cost to be Borne by The Corporation: \$2,499,809.51

Special Rate per Metre Frontage: \$128.00

Estimated Interest Rate Term: 6.95%
10 years

Estimated Annual Rate per Metre Frontage: \$18.18

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'MAGGIE MCAULEY'.

Maggie McAuley, P. Eng.
Municipal Services & Design Engineer

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A"

BY-LAW 2022-192

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-21-03	Biggings Avenue	Queen Street East	Wellington Street East	450m	6.5m	759.3m	\$97,190.49

Meeting No.
Date 3/20/2023
Item No. 12.3.2

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2022-193 (Local Improvement) Wemyss Street from Pim Street to Trelawne Avenue

2. Initiated By:

3. Referred By:

4. Decision Required:

5. Documents attached:

- 2022-193 THIRD READING.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2022-193

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class "A" pavement on Wemyss Street from Pim Street to Trelawne Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$128.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" forms a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 12th day of December, 2022.



MAYOR – MATTHEW SHOEMAKER



CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2022\2022-193 LOCAL IMPROVEMENTS WEMYSS FIRST AND SECOND.DOC

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class “A” pavement on Wemyss Street from Pim Street to Trelawne Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the **THIRD** time in open Council and passed this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2022-193 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

December 12, 2022

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Wemyss Street
From:	Pim Street
To:	Trelawne Avenue

Estimated Cost of Work: \$4,445,000.00

Estimated Assessable Abutting Frontage: 570.23m

Estimated Cost to be Borne by
Assessable Abutting Property: \$72,989.99

Estimated Cost to be Borne by
The Corporation: \$4,372,010.01

Special Rate per Metre Frontage: \$128.00

Estimated Interest Rate Term: 6.95%
10 years

Estimated Annual Rate per Metre Frontage: \$18.18

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. McAuley'.

Maggie McAuley, P. Eng.
Municipal Services & Design Engineer

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A"

BY-LAW 2022-193

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-20-02	Wemyss Street	Pim Street	Trelawne Avenue	550m	10m	570.23m	\$72,989.99

Meeting No.
Date 3/20/2023
Item No. 12.3.3

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2022-194 (Local Improvement) Blake Street from McNabb Street to Wawanosh Avenue

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

5. Documents attached:

- 2022-194 THIRD READING.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2022-194

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class "A" pavement on Blake Street from McNabb Street to Wawanosh Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

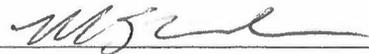
WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$256.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" form a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 12th day of December, 2022.



MAYOR – MATTHEW SHOEMAKER



CITY CLERK – RACHEL TYCZINSKI

iv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2022\2022-194 Local Improvement Blake FIRST AND SECOND.docx

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class “A” pavement on Blake Street from McNabb Street to Wawanosh Avenue under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the **THIRD** time in open Council and passed this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2022-194 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

December 12, 2022

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Blake Street
From:	McNabb Street
To:	Wawanosh Avenue

Estimated Cost of Work: \$2,980,000.00

Estimated Assessable Abutting Frontage: 939.32m

Estimated Cost to be Borne by
Assessable Abutting Property: \$240,465.00

Estimated Cost to be Borne by
The Corporation: \$2,739,535.00

Special Rate per Metre Frontage: \$256.00

Estimated Interest Rate Term: 6.95%
10 years

Estimated Annual Rate per Metre Frontage: \$36.36

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'MAGGIE'.

Maggie McAuley, P. Eng.
Municipal Services & Design Engineer

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A"

BY-LAW 2022-194

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-22-07	Blake Avenue	McNabb Street	Wawanosh Avenue	680m	10m	939.32m	\$240,465.00

Meeting No.
Date 3/20/2023
Item No. 12.3.4

**Regular Council Meeting
Consideration and Passing of By-laws**

1. Subject:

By-law 2022-195 (Local Improvement) Stanley Street from Pine to Elizabeth Street

2. Initiated By:

3. Referred By:

Orsalina Naccarato

4. Decision Required:

5. Documents attached:

- 2022-195 THIRD READING.pdf

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2022-195

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class "A" pavement on Stanley Street from Pine Street to Elizabeth Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

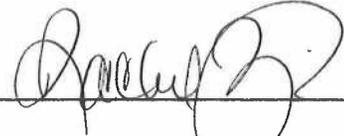
1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.
2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.
3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.
4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.
5. The sum of \$128.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall be borne by the City.
6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.
7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.
9. The said Schedule "A" form a part of this by-law.
10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 12th day of December, 2022.



MAYOR – MATTHEW SHOEMAKER



CITY CLERK – RACHEL TYCZINSKI

iv \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2022\2022-195 Local Improvement Stanley FIRST AND SECOND.docx

LOCAL IMPROVEMENT: A by-law to authorize the construction of Class “A” pavement on Stanley Street from Pine Street to Elizabeth Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

Read the **THIRD** time in open Council and passed this 20th day of March, 2023.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

**LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2022-195 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT**

December 12, 2022

Nature of Work (Construction of): Construction of Class 'A' Pavement
On: Stanley Street
From: Pine Street
To: Elizabeth Street

Estimated Cost of Work: \$2,385,000.00

Estimated Assessable Abutting Frontage: 505.8m

Estimated Cost to be Borne by Assessable Abutting Property: \$64,738.08

Estimated Cost to be Borne by The Corporation: \$2,320,261.92

Special Rate per Metre Frontage: \$128.00

Estimated Interest Rate Term: 6.95%
10 years

Estimated Annual Rate per Metre Frontage: \$18.18

Estimated Lifetime of the Work: 20 years

Respectfully submitted,

Maggie McAuley, P. Eng.
Municipal Services & Design Engineer

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A"

BY-LAW 2022-195

<u>JOB NUMBER</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>	<u>WIDTH</u>	<u>ASSESSABLE FRONTAGE</u>	<u>ESTIMATED COST</u>
A-21-15	Stanley Street	Pine Street	Elizabeth Street	290m	10m	505.8m	\$64,738.08