

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

Monday, January 29, 2024

5:00 pm

Council Chambers and Video Conference

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**

16 - 24

Mover Councillor S. Hollingsworth

Secunder Councillor M. Scott

Resolved that the Minutes of the Regular Council Meeting of January 8, 2024 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 S. Spina

Secunder Councillor M. Scott

Resolved that the Agenda for January 29, 2024 City Council Meeting as presented be approved.

- 6. Presentations**
- 6.1 Canadian Mental Health Association** 25 - 35
 Annette Katajamaki, Chief Executive Officer
- 7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**
- Mover Councillor S. Spina
 Secunder Councillor C. Gardi
 Resolved that all the items listed under date January 29, 2024 – Agenda item 7 – Consent Agenda be approved as recommended.
- 7.1 Agreements Signed by CAO Under Delegated Authority 2023** 36 - 41
 A report of the CAO is attached for the information of Council.
 Mover Councillor S. Spina
 Secunder Councillor M. Scott
 Resolved that the report of the CAO dated January 29, 2024 concerning Agreements Signed by CAO Under Delegated Authority 2023 be received as information.
- 7.2 Contract Extension Option – GIS Solution Sault Ste. Marie Innovation Centre** 42 - 43
 A report of the Manager of Purchasing is attached for the consideration of Council.
 The relevant By-law 2024-8 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.3 2024 Registration of Tax Arrears Certificates and Sale** 44 - 46
 A report of the Manager of Taxation is attached for the consideration of Council.
 Mover Councillor S. Hollingsworth
 Secunder Councillor C. Gardi
 Resolved that the report of the Manager of Taxation date January 29, 2024 concerning Registration of Tax Arrears Certificates and Sale be received and that the Manager of Taxation be authorized to commence Tax Sale proceedings in accordance with the *Municipal Act, 2001*.
- 7.4 2023 Tax Sale Results and Vesting of Unsold Tax Sale Properties** 47 - 49
 A report of the Manager of Taxation is attached for the consideration of Council.

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that the report of the Manager of Taxation dated January 29, 2024 concerning the 2023 Tax Sale Results and Vesting Unsold Tax Sale Properties be accepted and Council authorize the Manager of Taxation to vest the following properties:

- 13 Abbott Street 040-023-158-00
- 201 John Street 040-026-038-00
- 172 Alexandra Street 040-026-035-00
- 60 London Street 040-020-034-00
- 149 Gore Street 040-024-029-00
- 107 Huron Street 040-031-107-00

in the City's name and transfer 60 London Street to the District of Sault Ste. Marie Social Services Administration Board for \$1.

7.5 Amendment to CUPE 67 Civic Centre Group Collective Agreement 2023 – 2028 50 - 52

A report of the Director of Human Resources has been attached for the consideration of Council.

The relevant By-law 2024-15 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.6 Storm Sewer Rehabilitation Contract 2023-11E 53 - 57

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

The relevant by-law 2024-11 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.7 Sanitary Flow Metering 58 - 61

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

The relevant by-law 2024-14 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.8 Delivery of Print Materials 62 - 66

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that the report of the Solicitor/Prosecutor dated January 29, 2024 concerning the process of enacting a by-law to regulate the delivery of print materials be received as information.

7.9 Closing and Conveyance Part Peer Street and Assume, Stop up, Close and Convey Blocks 7 and 8 1M448 Queen Street East – Housekeeping Report 67 - 69

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

The relevant By-laws 2024-5, 2024-6 and 2024-7 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.10 Deeming By-Law – Lots 28 and 29, Wilson B Subdivision Plan 1219 for Sault Ste. Marie Housing Corporation 70 - 72

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

The relevant By-law 2024-12 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.11 Deeming By-law, Lot 6, Block 65, and Block 73, Plan M420 for Biocchi on behalf of Ponnampalam (6 and 10 Palomino Drive) 73 - 75

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

The relevant By-law 2024-13 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.12 Insurance Program Renewal – Policy Period 2024-2025 76 - 79

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

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that the report of the Risk Manager dated January 29, 2024 concerning Insurance Program Renewal – Policy Period 2024-2025 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 \$1,783,425 plus applicable taxes.

7.13 A-1-24-OP Regulatory Flexibility for Residential Development – Postponement 80 - 81

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

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that the report of the Planner dated January 29, 2024 concerning A-1-24-OP Regulatory Flexibility for Residential Development be received and that Council postpone this application to the March 18, 2024 Council meeting.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.1.1 Algoma Public Health

82 - 82

Correspondence from Sally Hagman, Chair, Algoma Public Health is attached for the information of Council.

Mover Councillor M. Scott

Seconder Councillor C. Gardi

Whereas on November 22, 2023 the Algoma Public Health Board passed a resolution to “undertake a feasibility study on the potential benefits and drawbacks of a voluntary merger of our two local public health agencies for the delivery of public health objectives.”; and

Whereas Algoma Public Health (APH) and Public Health Sudbury and District (PHSD) jointly wrote to numerous stakeholders on January 19, 2024 advising that they are “undertaking a process to explore a potential merger of the two public health units” and seeking feedback from those stakeholders on this proposal; and

Whereas since 2019, the Government of Ontario has attempted to change the delivery of public health throughout the province, first by attempting to force the merger of all Northeastern Ontario health units into a single health unit in 2019, which the government abandoned at the onset of the COVID-19 pandemic, and subsequently by incentivizing health units to explore voluntary mergers by paying the costs associated with undertaking the feasibility studies for such exploratory reviews; and

Whereas the delivery of public health has been shown, within the last four years to be a matter of great local concern; and

Whereas consolidation of APH with PHSD would be servicing an area spanning over 700km east-west from White River to Warren and 500km north-south from Chapleau to Manitoulin Island; and

Whereas any merged board would be unable to maintain all the regional representation that is currently represented on the Algoma Public Health Board, which is made up of a representative from Elliot Lake, one representative from Blind River, Spanish or Township of the North Shore, one representative from Wawa, White River or Dubreuilville, one representative from Thessalon or the Municipality of Huron Shores, one representative from Bruce Mines, Village of Hilton Beach, Townships of Hilton, Jocelyn, Johnson, Laird, MacDonald, Meredith and Aberdeen, Plummer Additional, Prince, St. Joseph, or Tarbutt; and

Whereas the history of services being delivered on a regional basis has often led to Northeastern services being consolidated in Sudbury; and

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie opposes the merger of Algoma Public Health with Public Health Sudbury and District and that a copy of this resolution be forwarded to the Board Chairs of both APH and PHSD.

8.1.2 Recruitment of Deputy CAO, Community Development and Enterprise Services

83 - 84

A report of the Director of Human Resources is attached for the consideration of Council.

Mover Councillor S. Spina

Seconder Councillor C. Gardi

Resolved that:

- Councillor _____, the CAO, City Solicitor, Director of Human Resources and Mayor Shoemaker (ex officio) be appointed to the Selection Committee to recruit a Deputy CAO, Community Development and Enterprise Services;
- the recruitment process as outlined in this report be approved; and that
- staff be requested to bring revised guidelines for the recruitment and selection of senior staff to a future meeting of Council for consideration.

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

8.8 Boards and Committees

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

9.1 French Language Services

Mover Councillor L. Dufour

Seconder Councillor L. Vezeau-Allen

Whereas since the first contact of Europeans with the Indigenous inhabitants of this area, Sault Ste. Marie's history has been intertwined with French culture and language; and

Whereas Étienne Brûlé is believed to be the first settler to ever set foot in Bawating in 1622; 402 years ago. Brûlé identified the area on Samuel de Champlain's 1632 map as "Sault", giving Sault Ste. Marie the distinction of being the oldest recorded community in Ontario; and

Whereas Étienne Brûlé claimed the area of Bawating for France, naming it "Sault de Gaston", after the brother of the then-King of France, Louis XIII;

Whereas Father Jacques Marquette, a Jesuit priest, established the first permanent settler mission in 1689, and adopted Sault de Sainte Marie as the name of the settlement, in effect ridding the area of its connection to the brother of the King, and honouring the Virgin Mary, all the while maintaining the name "Sault", which is the traditional French word for rapids; and

Whereas since 1622 there has been a French presence in the area, and a French name for the post-contact community we know today as Sault Ste. Marie;

Whereas over the course of 150+ years since confederation, Sault Ste. Marie has developed into the commercial centre of the Algoma District, which proudly boasts a French population of roughly 10%, and Sault Ste. Marie welcomes and encourages its district neighbours to travel to and visit Sault Ste. Marie; and

Whereas the Corporation of the City of Sault Ste. Marie's relationship toward its Francophone residents has not always been respectful and productive; and

Whereas Council of the City of Sault Ste. Marie passed a resolution, commonly referred to as the "English-only" resolution in 1990 which fractured relations between the municipality and the Francophone community; and

Whereas in June 1994 the Ontario Court, General Division, struck down the 1990 Council resolution and declared it *ultra vires* the municipality's authority; and

Whereas in January 2010, Mayor John Rowswell apologized to all Francophones in Canada on behalf of the municipality for the 1990 resolution; and

Whereas it is Council's desire to improve the relationship between the Corporation of the City of Sault Ste. Marie and its Francophone residents;

Now Therefore Be It Resolved that the Chief Administrative Officer ensure, through scheduling of existing employees, or filling vacancies that arise for resident-facing staff, that there is the ability for Francophone residents to navigate municipal services in French on a go-forward basis.

Further Be It Resolved that the English version, above, and the French version, of this resolution are equally authoritative.

Résolution À Propos des Services en Français

Proposée par: Luke Dufour

Appuyée par: Lisa Vezeau-Allen

Considérant que dès le premier contact des Européens avec les habitants autochtones de la région, l'histoire de Sault Ste. Marie fut étroitement liée à la culture et à la langue française; et

Considérant qu'Étienne Brûlé, qu'on estime être le premier colon à mettre le pied à Bawating en 1622, il y a 402 ans, et qu' en 1632 il a identifié cette région sur la carte de Samuel de Champlain en tant que le « Sault », de sorte que Sault Ste. Marie a la distinction d'être la plus ancienne communauté de l'Ontario; et

Considérant qu'Étienne Brûlé a revendiqué la région de Bawating pour la France, en la nommant « Sault de Gaston », du nom du frère du roi de France de l'époque, Louis XIII ; et

Considérant que le Père Jacques Marquette, un prêtre jésuite, a établi en 1689 la première mission permanente de colons et a adopté le nom de Sault de Sainte Marie pour désigner cette colonie, débarrassant ainsi la région de son lien avec le frère du roi, honorant plutôt la Vierge Marie, tout en conservant le nom du « Sault », qui signifie « rapides » en français traditionnel; et

Considérant que depuis 1622, il y a eu une présence française dans la région et qu'un nom français a été attribué à cette communauté dès le premier contact avec les autochtones, dont nous l'appelons encore aujourd'hui « Sault Ste. Marie »;

Considérant qu'au cours de 150 ans et plus depuis la Confédération, la ville de Sault Ste. Marie est devenue le centre commercial du district d'Algoma. Fière de compter une population francophone d'environ 10 %, Sault Ste. Marie accueille et encourage ses voisins du district à se rendre à Sault-Sainte-Marie pour la découvrir; et.

Considérant que les relations entre la Corporation de la Ville de Sault Ste. Marie et ses résidents francophones n'ont pas toujours été respectueuses et productives; et

Considérant que le Conseil municipal de la Ville de Sault Ste. Marie a adopté en 1990 une résolution, communément appelée la résolution « unilingue anglaise », qui a rompu les relations entre la municipalité et la communauté francophone; et

Considérant qu'en juin 1994, la Cour de l'Ontario, Division générale, a annulé la résolution du Conseil municipal de 1990 et a déclaré l'autorité de la municipalité *ultra vires*; et

Considérant qu'en janvier 2010, le maire John Rowswell s'est excusé auprès de tous les francophones du Canada au nom de la municipalité de Sault Ste. Marie pour la résolution de 1990; et

Considérant que le Conseil souhaite améliorer les relations entre la Corporation de la Ville de Sault Ste. Marie et ses résidents francophones;

Il Est Donc Résolu Que Chef de l'administration s'assure, en établissant les horaires des employés actuels ou en pourvoyant les postes vacants au sein du personnel en contact avec les résidents, que les résidents francophones puissent naviguer les services municipaux en français, de manière continue;

IL Est Aussi Résolue Que la version française et la version anglaise de la présente résolution ont également force de loi.

9.1.1 Correspondence Received

85 - 87

9.2 Living Wage Comparators

Mover Councillor A. Caputo

Seconder Councillor L. Vezeau-Allen

Whereas employee recruitment and retention has proven to be a challenge for all job sectors; and

Whereas ensuring that The Corporation of the City of Sault Ste Marie is competitive with employee compensation within the current market is essential to attracting qualified employees and to retaining those already employed; and

Whereas being able to comfortably afford essentials increases quality of life, which is one of our strategic pillars;

Now Therefore Be It Resolved that staff be directed to investigate and report back to Council on positions within Corporate of the City of Sault Ste. Marie and its external comparators with a view to creating a liveable wage target within the Corporation of the City of Sault Ste. Marie;

Further it be resolved that a review of all of the City of Sault Ste Marie's non-union salary grids; including part time employees and students be undertaken.

9.3 Use of Consultants

Mover Councillor S. Kinach

Seconder Councillor M. Bruni

Whereas the City has increased its dependences on consultants over the years; and

Whereas the federal government has just reviewed its consulting policy and found that it was overspending; and

Whereas consulting fees are not currently a line item in the budget and therefore cannot be properly discussed at the budget meeting; and

Whereas the previous Council spent roughly \$11 million between 2019-2023 on consulting services;

Now Therefore Be It Resolved that staff be requested to report back to City Council with a plan to make consultant fees a line item in the budget, reduce reliance on consulting firms, and a strategy to have more projects done in-house.

9.3.1 Motion as Amended

Mover Councillor S. Kinach

Seconder Councillor M. Bruni

Whereas the City has increased its dependence on consultants over the years; and

Whereas the federal government itself just reviewed its consulting policy and found it was overspending; and

Whereas consulting fees are not currently a line item in the budget and therefore cannot be properly discussed at the budget meeting; and

Whereas the previous council spent roughly \$11 million between 2019 and 2023 on consulting fees;

Now Therefore Be It Resolved that staff be requested to report back to City Council with a plan to make consultant fees a line item within each departmental budget,

Further be it resolved that staff report to Council by the end of Q1 to summarize the purposes for which each of the City's ten main service areas use consultants.

9.4 Physician Recruitment and Retention

Mover Councillor S. Kinach

Seconder Councillor S. Hollingsworth

Whereas the group health centre recently announced the de-rostering of 10,000 patients as a result of physician retirements or departures; and

Whereas there are believed to be 30,000 patients without access to a primary care provider in the Sault Ste. Marie area; and

Whereas the City of Sault Ste. Marie is not responsible for the delivery of healthcare, but plays a role in the recruitment and retention of physicians within our community; and

Whereas since its inception in 2002, the Physician Recruitment Committee has recruited 205 physicians to practice in our community, an average of 10 per year; and

Whereas the challenges in physician recruitment and primary care delivery are common across Ontario; and

Whereas access to primary care is an issue that impacts social and economic outcomes in our community;

Now Therefore Be It Resolved that City Council request the Physician Recruitment and Retention Committee review it's terms of reference and recommend changes to its funding partners to ensure it's focus is on the delivery of primary care in the community, whether through adding nurse practitioner recruitment to their scope of duties, or other efforts that may provide easier access to primary care to Sault residents.

9.5 Funding of Post-Secondary Education

88 - 90

Mover Councillor M. Scott

Seconder Councillor C. Gardi

Whereas the Federal Government has recently announced policy changes that will negatively affect publicly funded colleges, particularly those in small, northern and rural regions of Ontario, by altering the framework through which international students are admitted and managed; and

Whereas Sault College has developed an important public-private college partnership with triOS College that contributes \$40 million annually in revenue to Sault College, equal to one-third of the Sault College Budget; and

Whereas students enrolled in programs offered through the triOS public-private partnership campuses are recognized as students of a publicly funded college and are held to the same high standards of academic rigor, are provided with comparable wrap-around support services to those offered at Sault College and receive a Sault College credential; and

Whereas the elimination of Post-Graduate Work Permits for students graduating from programs offered through the triOS public-private partnership campus would result in an immediate suspension of revenue to Sault College, adversely affect the sustainability of the college and undermining the ability to support local employers; and

Whereas the Federal Government's policy changes have been made abruptly, without any consultation with postsecondary institutions and without a clear understanding of the severe financial hardship to smaller public colleges primarily outside of the GTA;

Now Therefore Be It Resolved that Sault Ste. Marie City Council urge the Federal Government to reconsider its recent policy changes and specifically exempt public-private partner institutions from being excluded in offering students who successfully complete their program of study, a Post-Graduate Work Permit.

Mover Councillor M. Scott

Seconder Councillor M. Bruni

Whereas there is a growing concern over the inadequate funding of post-secondary education by the Ontario Government, which has placed additional financial pressures on publicly funded colleges, undermined their sustainability

and made it more difficult for colleges to respond to the needs of local employers; and

Whereas Sault College has developed an important public-private college partnership with triOS College that contributes \$40 million annually in revenue to Sault College, equal to one-third of the Sault College Budget; and

Whereas students enrolled in programs offered through the triOS public-private partnership campuses are recognized as students of a publicly funded college and are held to the same high standards of academic rigor, are provided with comparable wrap-around support services to those offered at Sault College and receive a Sault College credential; and

Whereas the elimination of Post-Graduate Work Permits by the Federal Government for students graduating from programs offered through the triOS public-private partnership campus would result in an immediate suspension of revenue to Sault College, adversely affect the sustainability of the college and undermining the ability to support local employers; and

Whereas the Ontario Government has recently called together a group of experts who have released recommendations in the Blue-Ribbon Panel report that are designed to ensure the long-term sustainability of the postsecondary education sector in Ontario:

Now Therefore Be It Resolved that Sault Ste. Marie City Council urge the Ontario Government to immediately implement the Blue-Ribbon Panel recommendations and actively work with the Federal Government to restore the eligibility of public-private partner colleges, to grant students who successfully complete their program of study, a Post-Graduate Work Permit.

9.5.1	<i>Correspondence Received</i>	91 - 92
10.	Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution	
11.	Adoption of Report of the Committee of the Whole	
12.	Consideration and Passing of By-laws	
	Mover Councillor S. Spina Seconder Councillor M. Scott Resolved that all By-laws under item 12 of the Agenda under date January 29, 2024 be approved.	
12.1	By-laws before Council to be passed which do not require more than a simple majority	
12.1.1	By-law 2024-5 (Street Assumption) Assume Portion of Queen Street East (Blocks 7 and 8 Plan 1M448)	93 - 94

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

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that By-law 2024-5 being a by-law to assume for public use and establish as a public street a portion of Queen Street East described as Block 7 and Block 8 on Plan 1M448 be passed in open Council this 29th day of January, 2024.

12.1.2 By-law 2024-6 (Street Closing and Conveyance) Stop Up, Close and Convey Corner Roundings (Queen Street East) Peer Subdivision 95 - 97

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

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that By-law 2024-6 being a by-law to stop up, close and authorize the conveyance of a portion of Queen Street East in the Peer Subdivision, Parts 4 and 5 on Plan 1R14115 to the abutting owners be passed in open Council this 29th day of January, 2024.

12.1.3 By-law 2024-7 (Street Closing and Conveyance) Stop Up, Close and Convey Part Peer Street 98 - 101

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

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that By-law 2024-7 being a by-law to stop up, close and authorize the conveyance of part of Peer Street and a 0.30m Reserve (Block 9) in the Peer Subdivision, Plan 1M448 be passed in open Council this 29th day of January, 2024.

12.1.4 By-law 2024-8 (Agreement) Sault Ste. Marie Innovation Centre GIS Extension 102 - 131

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

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that By-Law 2024-8 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Innovation Centre for the contract extension of the Geographic Information System (GIS) Agreement be passed in open Council this 29th day of January, 2024.

12.1.5 By-law 2024-10 (Street Assumptions) Various Parcels of Land 132 - 133

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that By-Law 2024-10 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 29th day of January, 2024.

12.1.6 By-law 2024-11 (Engineering) South Market Area Storm Sewer Rehabilitation 134 - 136

A report from the Manager of Development and Environmental Engineering is on the Agenda.

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that By-law 2024-11 being a by-law to authorize the execution of the Contract between the City and Insituform Technologies Limited for the South Market Area Storm Sewer Rehabilitation (Contract No 2023-11E) be passed in open Council this 29th day of January, 2024.

12.1.7 By-law 2024-12 (Subdivision Control) Deeming By-law Lots 28 and 29 Plan 1219 for SSM Housing (61 and 65 Wellington Street East) 137 - 139

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

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that By-Law 2024-12 being a by-law to deem not registered for purposes of subdivision control certain lots in the Wilson "B" Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 29th day of January, 2024.

12.1.8 By-law 2024-13 (Subdivision Control) Deeming By-law Lot 6, Block 65 and 73 Plan M420 for Ponnampalam (6 and 10 Palomino Drive) 140 - 142

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

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that By-Law 2024-13 being a by-law to deem not registered for purposes of subdivision control certain lots in the Country Estates Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 29th day of January, 2024.

12.1.9 By-law 2024-14 (Engineering) Sanitary Flow Metering Contract 2023-13E 143 - 147

A report from the Manager of Development and Environmental Engineering is on the Agenda.

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that By-law 2024-14 being a by-law to authorize the execution of the Contract between the City and Civica Infrastructure Inc. for sanitary flow metering (Contract 2023-13E) be passed in open Council this 29th day of January, 2024.

- 12.1.10 By-law 2024-15 (Agreement) Amendment To By-law 2023-204 (CUPE 67 Civic Centre Collective Agreement for the 2023-2028 Term) 148 - 149**

A report from the Director of Human Resources is on the Agenda.

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that By-law 2024-15 being a by-law to amend Schedule "A" to By-law 2023-204 (CUPE 67 Civic Centre Collective Agreement for the 2023-2028 term) be passed in open Council this 29th day of January, 2024.

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

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

- 12.3.1 By-law 2019-196 (Street Closing and Conveyance) McNabb Gladstone Project Great Lakes Honda 150 - 153**

Council Report was passed by Council resolution on October 7, 2019.

Mover Councillor S. Spina

Seconder Councillor M. Scott

Resolved that By-law 2019-196 being a by-law to stop up, close and authorize the conveyance of a portion of Blake Avenue and a portion of Atlantic Street, in the Plummer Subdivision, Plan 285 be read a THIRD time and PASSED in open Council this 29th day of January, 2024.

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

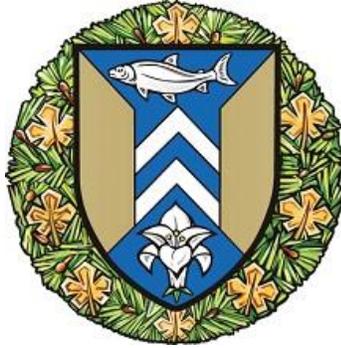
- 14. Closed Session**

- 15. Adjournment**

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, January 8, 2024

5:00 pm

Council Chambers and Video Conference

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

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

14. Closed Session

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that this Council move into closed session to discuss one item concerning labour relations or employee negotiations;

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

Municipal Act R.S.O. 2002 – section 239 2 (d) labour relations or employee negotiations

Carried.

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of December 18, 2023 be approved.

Carried

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the Agenda for January 8, 2024 City Council Meeting and Addendum #1 as presented be approved.

Carried

6. Presentations

6.1 Sault Ste. Marie Community Charging Infrastructure Plan

Emily Cormier, Sustainability Coordinator was in attendance.

Liam Brechin was in attendance to make comments.

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

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that all the items listed under date January 8, 2024 – Agenda item 7 – Consent Agenda save and except Agenda items 7.1 and 7.4 be approved as recommended.

Carried

7.2 Sault Ste. Marie Community Charging Infrastructure Plan

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that the report of the Sustainability Coordinator dated January 8, 2024 concerning Sault Ste. Marie Community Charging Infrastructure Plan be received and that Council approve the adoption of the Sault Ste. Marie Community Charging Infrastructure Plan;

Further that staff be directed to work to achieve the goals and actions outlined in the Plan, with any municipal monetary requests referred to future budgets.

Carried

7.3 Municipal Law Enforcement Officers

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

The relevant By-law 2024-3 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.1 Living Wage Certification

The report of the Director of Human Resources was received by Council.

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Human Resources dated January 8, 2024 concerning Living Wage Certification be received and that staff be directed to propose amendments to the current part-time and summer student wage grid for Council's consideration.

	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	9	2	0	0
				Carried

7.4 Rental Housing Incentive Program 21 – 617 Queen Street East (Windsor Place Retirement Residence)

The report of the Junior Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Junior Planner dated January 8, 2024 concerning Rental Housing Incentive Program 21 be received and that Council authorize a four-year incremental tax grant (75% in year one and two, 50% in year three, and 25% in year four) for the 49-unit retirement facility at 617 Queen Street East, subject to the following:

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.

	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	1	0	0
				Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.1.1 CAO Selection Committee – Appointment of the CAO

The relevant By-law 2024-9 is listed under Agenda item 12.

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-12-23-OP Affordable Housing Policies – Correction Update

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Planning, dated 2024 01 08 concerning A-12-23-OP Affordable Housing Policies – Correction Update be received as information.

The relevant By-law 2024-4 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

	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

8.8 Boards and Committees

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

9.1 New Year's Eve Ball Drop

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

Whereas implementing a New Year's Eve ball drop would align with Sault Ste Marie's strategic pillar of quality of life, engaging the key focus of creating vibrant downtown areas by providing citizens with new and exciting activities, opportunities to further enjoy our downtown and give locals an event to look forward to in the winter season; and

Whereas a New Year's Eve ball drop would align with Sault Ste Marie's strategic pillar of community development, creating social and economic activity in the downtown and throughout the City. This could be achieved by providing opportunity for businesses to thrive by driving more tourist visits to engage in Sault Ste Marie's holiday festivities and potentially creating a hallmark event for Sault Ste. Marie; and

Whereas this event would be inclusive to all residents of Sault Ste Marie; and

Whereas many neighbouring cities have implemented New Year's Eve ball drops and have seen economic benefits to tourism as well as to the local economy in doing so;

Now Therefore Be It Resolved that staff be requested to report back to Council on creating a free Sault Ste Marie New Year's Eve ball drop, including costs and plans and the option of a family-friendly ball drop earlier in the evening, as well as a midnight ball drop;

Further Be It Resolved that the Downtown Plaza be considered as the primary location of the event, as it provides ample space, skating rink, food and drink vendors, and was built with the intention of holding such community events;

Further Be It Resolved that the potential for street closure and Alcohol and Gaming Commission of Ontario licensing of the street be included in the report.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			

12.1.2 By-law 2024-2 (Taxes) Interim Tax Levies

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-Law 2024-2 being a by-law to provide for Interim Tax Levies be passed in open Council this 8th day of January, 2024.

Carried

12.1.3 By-law 2024-3 (Parking) Municipal Law Enforcement Officers

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-Law 2024-3 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 8th day of January, 2024.

Carried

12.1.4 By-law 2024-4 (Zoning) A-12-23-OP Official Plan Affordable Housing Policies

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2024-4 being a by-law to adopt Amendment No. 248 to the Official Plan for the City of Sault Ste. Marie be passed in open Council this 8th day of January, 2024.

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

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

12.1.5 By-law 2024-9 Appointment of CAO

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2024-9 being a by-law to appoint Tom Vair as Chief Administrative Officer of the City of Sault Ste. Marie be passed in open Council this 8th day of January, 2024.

	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	0	1

Carried

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

15. Adjournment

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



**Canadian Mental
Health Association**
Algoma
Mental Health & Addiction Services

**Association canadienne
pour la santé mentale**
Algoma
Services de santé mentale et de toxicomanie

Annette Katajamaki, CEO



CMHA Algoma

Vision

Thriving, inclusive communities that value and nurture recovery, resilience and hope for all

Mission

To improve the well-being of our community through advocacy and the provision of safe, inclusive and accessible mental health and addiction services



About CMHA Algoma

- Branch was chartered in 1963
- Affiliated with CMHA Ontario and National but incorporated & governed by a local Board
- Collaborations with hospitals, police services, schools, mental health and addiction agencies, social services and many more
- Offer supports/services to those with mental illness, addictions, family members, friends, providers, employers and those seeking information



Clinical Supports

- Case Management (including CTOs)
 - 384 individuals / 9,069 visits
- Counselling
 - 409 individuals / 5,992 sessions
- Justice
 - 292 individuals / 3,454 visits
- Dual Diagnosis
 - 54 individuals / 1,245 visits
- Access & Information
 - 11,035 requests for service



Community & Social Supports

- Hope House/Club 84
 - 303 members / 4,993 visits
- Downtown Ambassadors (DAP)
 - 1,638 interactions / 149 calls for support
- Iris Place (Wawa) / Beehive (Elliot lake)
 - 1,850 visits
- Peer Navigators at Sault Area Hospital
 - 433 individuals assisted/supported
- Presentations
 - 14 presentations / 579 attendees



Housing Supports

- Low Barrier Shelter for Men
 - 250 men with 13,750 bed nights = 100.36% occupancy; 50 men turned away
 - Warming station 25 men with 42 visits
- Supported Housing
 - Manage 46 units with varying support levels
- Housing Outreach
 - 5 staff in the Housing Prevention Team
- Housing Case Management/Rent Supplements
 - 142 individuals supported



Service Collaborations

- Community Wellness Bus
 - Approximately 4,000 visits
- Community Resource Centre
 - 2,899 visits (October – December)
- Single Session Counselling (Virtual/Walk-In)
 - 279 individuals/families/couples
 - 395 sessions
- Youth Wellness Hub
 - Waiting...



What is Peer Support

- Peer support is an emotional and practical support between people who share a common experience of mental health, mental illness and/or addictions.
- A peer worker has lived through that similar experience and uses their recovery strength and challenges to help others.
- PWLE – People with a Lived Experience



Funding/Funders/How are we funded?

- Ontario Health North
- Ministry of Health
- United Way
- Sault Ste. Marie District Social Services Administration Board
- Algoma District Services Administration Board
- Ministry of Children, Community and Social Services
- Wawa Family Health Team
- HANDS TheFamilyHelpNetwork.ca
- Garden River First Nation
- City of Sault Ste. Marie
- Donations/Fundraising/Grants



Values

Person-centred approach

Inclusivity

Collaboration

Innovation

Service excellence

Thank you!

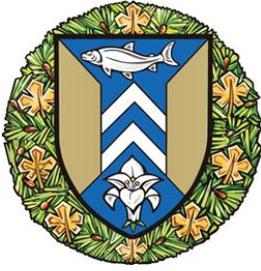


Canadian Mental Health Association
Algoma

386 Queen Street East

705-759-0458

www.ssm-algoma.cmha.ca



The Corporation of the
City of Sault Ste. Marie
C O U N C I L R E P O R T

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Malcolm White, CAO
DEPARTMENT: Chief Administrative Officer
RE: Agreements Signed by CAO Under Delegated Authority
2023

Purpose

The purpose of this report is to provide Council with a list of agreements signed by the CAO under delegated authority in 2023.

Background

By-law 2021-64 authorized the CAO to execute agreements between the City and the Province and its various ministries and the Federal government and its various ministries when the agreement required that an executed copy be provided back in such a short time frame that it results in the agreement not being able to be brought before Council for approval.

The Procurement Policy and Procedure By-law 2021-197, as amended by By-law 2021-209, authorizes the approval of the CAO for expenditures up to \$125,000.

By-law 2022-158 authorized the CAO to execute agreements greater than \$125,000 pertaining to the Streamline Development Approval Projects approved by Council on August 8, 2022.

Analysis

A summary of agreements signed by the CAO under delegated authority in 2023 is attached. Members of Council may access the entire agreements through the eScribe portal.

Financial Implications

Financial implications of the executed agreements are included.

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:

Agreements Signed by CAO Under Delegated Authority

January 29, 2024

Page 2.

Resolved that the report of the CAO dated January 29, 2024 concerning Agreements Signed by CAO Under Delegated Authority 2023 be received as information.

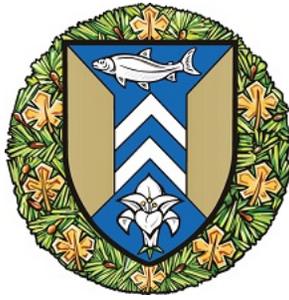
Respectfully submitted,

Malcolm White

Chief Administrative Officer

705.759.5347

m.white@cityssm.on.ca



Agreements Approved by CAO under Delegated Authority

December 31, 2023

1. Ecolab Dishwasher Rental Agreement (John Rhodes)

Monthly rental agreement for dishwasher at the Icebreakers Restaurant located in the John Rhodes Community Centre (Ecolab Co.)

\$175.17/monthly

2. HostedBiz Incorporated (Housing Backups in Cloud)

To house City's backups in the cloud as part of cyber-security resilience plan (HostedBizz Incorporated)

\$1,033.50/monthly

3. Listen Package Cityzen Solutions Inc. dba Public Input

Public input software agreement (Cityzen Solutions Inc. dba PublicInput)

\$10,315 USD

4. Bids and Tenders eProcurement Digital Solution

Bids and tenders software agreement (GHD Digital)

\$12,140

5. Umo Cubic Data Licence

Transit farebox system (Cubic Transportation Systems, Inc.)

Third party agreement with GTFS. Financial component approved by Council By-law 2022-144

6. Biennial Aqueduct Inspections

Professional engineering consulting services for Biennial Aqueduct Inspections – field inspection of fourteen (14) lengths of aqueduct along four (4) major drainage systems (TULLOCH Engineering)

Upset limit of \$59,065.50

7. CIMA Professional Traffic Engineering Advisory Services

Professional traffic engineering advisory services agreement (CIMA Canada Inc.)

\$30,000/ annually. Duration of services 2 years with a possible extension for 1 additional year. Approval total \$90,000

8. East End Water Treatment Plant Biofilter Performance Test

East End Water Treatment Plant Biofilter Performance Test (AECOM Canada Ltd.)

Upset limit of \$46,650

9. East End Wastewater Treatment Plant Settlement Amendment

East End Wastewater Treatment Plant Settlement amendment (Tulloch Engineering)

\$35,831

10. Post-Election Evaluation Agreement

Research and access agreement as a follow-up to 2022 municipal election (Brock University)

No Financial Impact

11. Physician Recruitment

Physician recruitment and retention activities (Group Health Association, Sault Area Hospital, Algoma West Academy of Medicine)

\$90,000

12. James L. McIntyre Centennial Library Asbestos Agreement (Engineering)

Engineering services related to the abatement of asbestos containing troweled-on acoustic finish at the James L. McIntyre Centennial Library (Tulloch Engineering Inc.)

\$33,350

13. Comprehensive Risk Assessment and Fire Master Plan

Agreement to update comprehensive community risk assessment and Fire Master Plan (Tayport Limited, a subsidiary of Dillon)

\$109,950 plus HST (Asset Management Reserve)

14. Waste Water Master Plan Part B – Flow Metering Addendum No 2

Fee addendum, Project B-22-02 (AECOM Canada Inc.)

\$41,013

15. Fort Creek Multismart Control – Emergency Panel Procurement Scope Change 3

Scope authorization – sewage infrastructure electrical upgrades (AECOM Canada)

Change \$7500

16. Armoured Transportation Services – Brinks Canada Ltd.

Armoured transportation service agreement (Brinks Canada Ltd.)

Charges on a per-call basis

17. License to Occupy City Property for Artillery Training

Licence to occupy various locations (His Majesty the King in Right of Canada as represented by the Minister of National Defence)

No Financial Impact

18. Heritage Property Agreement – 119 Woodward

Filed, but this agreement did not need to go through eScribe workflow. Form of Agreement approved by by-law 2017-18 (Kari Hanninen, Owner)

No Financial Impact

19. Millennium Court Stormwater Quality Management

Design, contract administration and field inspection for Millennium Court Stormwater Management. Two agreements: Stormwater Quality Management, and Rear Yard and Stormwater Channel Improvements (Tulloch Engineering Inc.)

Upset limit of \$56,380

20. Older Adults Centres' Association – Silver Paddle Society

Nature-Based Programs to Enhance the Quality of Life of Older Adults (Older Adult Centres' Association of Ontario)

\$1,000.00 grant to City

21. Professional Architect Services – Exterior Cladding Replacement Library Main Branch

Exterior cladding replacement James L. McIntyre Centennial Library – architecture fees (MGP Architects and Engineer Inc.)

\$25,000

22. ATS Alarm Monitoring Agreement

Alarm monitoring agreement with ATS for three years – Downtown Plaza (Algoma Technology Services)

\$24.95/monthly for 3 years plus call-outs

23. EDC TCD Copier Lease (Xerox)

Lease with Xerox for copier shared between EDC and Tourism and Community Development (Superior Digital Solutions Inc.)

\$313.85/quarterly

24. Transit on Demand Renewal Call Centre Support

Southland Transportation Ltd.

\$33.08/hourly

25. Licence of Occupation Remembrance Day Ceremony (Boardwalk)

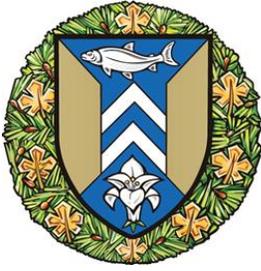
Ceremonial gun salute – His Majesty the King in Right of Canada

No Financial Impact

26. Fee Addendum Waste Water Operations Advisory Services

AECOM

Change \$14,900



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

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

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Contract Extension Option – GIS Solution Sault Ste. Marie
Innovation Centre

Purpose

The purpose of this report is to obtain Council approval to implement the option to extend the Geographic Information System (GIS) Agreement between the City and Sault Ste. Marie Innovation Centre for an additional two year period to December 31, 2025 as required by Information Technology.

Background

A report to council February 22, 2021 outlined that the Sault Ste. Marie Innovation Centre provides a GIS solution which is recognized as one of the most comprehensive GIS solutions in the world. The City has leveraged this expertise for its GIS requirements. Due to the longstanding provision of these services, the Sault Ste. Marie Innovation Centre is able to provide the City with a capable GIS solution uniquely reflecting and meeting its needs.

This report requested approval of sole sourcing for provision of these services in accordance with Purchasing By-law regarding standardization and compatibility with existing services of paramount consideration; and an absence of competition for technical reasons where these services can only be supplied by a particular supplier.

Council Resolved that By-law 2021-48 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Innovation Centre for GIS Services commencing January 1, 2021 and ending December 31, 2023 (including an option to extend to December 31, 2025) at their proposed monthly fees be passed in open Council this 22nd day of February, 2021.

Analysis

The Sault Ste. Marie Innovation Centre has met its commitment to provide the City with GIS solution meeting its needs and is committed to providing the same continued service for this extension request.

Financial Implications

The Innovation Centre has proposed fees of \$36,647.39 per month plus HST for 2024, and \$37,746.81 per month plus HST for 2025; totaling \$908,443 including the non-rebatable portion of HST for the two-year extension period.

These costs will be funded through approved annual Operating Budgets of Building Inspection fees (9% of cost); Sanitary Sewer fee revenue (36% of cost) and IT-GIS Services (55% of cost).

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not articulated in the Corporate Strategic Plan but may be linked to the Infrastructure Focus Area of the Plan.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-8 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

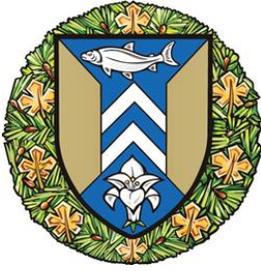
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759-5298

k.marlow@cityssm.on.ca



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

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Lisa Petrocco, CPA, CGA, Manager of Taxation
DEPARTMENT: Corporate Services
RE: 2024 Registration of Tax Arrears Certificates and Sale

Purpose

The purpose of this report is to seek Council approval to proceed with the registration of tax arrears certificates and sale in accordance with the *Municipal Act, 2001*.

Background

Attached is a listing of properties recommended for the registration of tax arrears certificates and sale.

The steps in the tax sale process are as follows:

1. City Council endorses a resolution for the Manager of Taxation to proceed.
2. Manager of Taxation mails "Farm Mediation Service" notice to property owner, allowing assessed farmers a 15-day appeal forum.
3. Registration of Tax Arrears Certificate on Title.
4. First Notice to owners and any other person(s) who may have an interest in the property within 60 days of registration.
5. Final Notice to owners and any other person(s) who may have an interest in the property within 280 days of registration.
6. Redemption period expires 365 days from the date of registration.
7. Begin advertising in the Ontario Gazette and the Sault Star following the 365-day redemption period.
8. Manager of Taxation conducts Tax Sale.
9. Preparation of documentation and registration of tax deeds for properties sold at Tax Sale in 2025.

Analysis

Not Applicable.

Financial Implications

The properties listed represent \$612,176.05 in outstanding tax revenue.

Strategic Plan / Policy Impact / Climate Impact

Not Applicable.

2024 Registration of Tax Arrears Certificates and Sale

January 29, 2024

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation date January 29, 2024 concerning Registration of Tax Arrears Certificates and Sale be received and that the Manager of Taxation be authorized to commence Tax Sale proceedings in accordance with the *Municipal Act, 2001*.

Respectfully submitted,

Lisa Petrocco, CPA, CGA

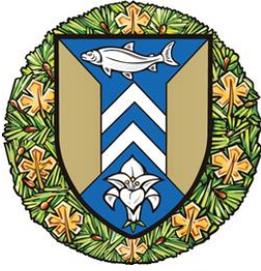
Manager of Taxation

705.541.7065

l.petrocco@cityssm.on.ca

CITY OF SAULT STE. MARIE - MUNICIPALITY 57-61
LIST OF LANDS LIABLE TO BE SOLD FOR TAX ARREARS AS OF 2024 01 17
IN ACCORDANCE WITH THE MUNICIPAL ACT, 2001
PROPERTIES REGISTERED FOR TAX SALE 2025

PARCEL NO.	ROLL NUMBER	PROPERTY ADDRESS	PROPERTY DESCRIPTION	TAX CLASS	ASSESSMENT	TOTAL TAXES OUTSTANDING
1	010013027010000	00257 TRUNK RD	PLAN H438 LOT 88PT LOT 87PT RP 1R5643 PARTS 4 TO 12	CT	\$ 227,000	\$ 35,283.41
2	010039006000000	00124 EAST CHAMPAGNE DR	PLAN 1M487 LOT 31 PCL 31-1 SEC 1M487	RT	\$ 247,000	\$ 15,553.48
3	020015048000000	00180 SIMPSON ST	PLAN 30794 LOT 5	RT	\$ 206,000	\$ 14,572.04
4	020028050000000	00410 PIM ST	PLAN 52431 BLK B PT RP AR641 PART 1 TO 15	CT	\$ 1,014,000	\$ 120,986.33
5	020029014000000	00375 PIM ST	PLAN 285 BLK 1 LOT 5 PT	RT	\$ 75,000	\$ 4,863.64
6	020031070000000	00026 GROSVENOR AVE	PLAN 737 LOT 149	RT	\$ 118,000	\$ 7,997.72
7	020032077000000	00114 LANSDOWNE AVE	PLAN 285 BLK 21 LOT 12 W PT	RT	\$ 121,000	\$ 7,044.77
8	020037043000000	00428 WELLINGTON ST E	PLAN 289 LOT 24	RT	\$ 101,000	\$ 6,059.28
9	020038182000000	00046 GRACE ST	PLAN 153 LOT 56	RT	\$ 48,000	\$ 50,052.48
10	020042021000000	00519 ALBERT ST E	PLAN 186 LOT 6	CT/RT	\$ 114,000	\$ 12,963.42
11	030085019990000	00864 THIRD LINE E	PLAN H737 LOT 56 RCP RP 1R1146 PART 3 1R2568 PART 6	RT	\$ 11,900	\$ 767.84
12	030092113000000	00373 LANDSLIDE RD	RCP H742 LOT 28 PT LOT 29 RP 1R6797 PARTS 1 TO 3	RT	\$ 221,000	\$ 14,561.33
13	030095037000000	00213 CASE RD	SEC 15 SW1/4PT	RT	\$ 44,000	\$ 6,763.22
14	040018017000000	00128 PARDEE AVE	PLAN 19938 LOT 273 LOT 274	RT	\$ 108,000	\$ 4,936.96
15	040023037000000	00251 WELLINGTON ST E	PLAN 6446 LOT 9	RT	\$ 84,000	\$ 10,212.01
16	040024031000000	00167 GORE ST	PLAN 4050 PT LOTS 18 AND 19 (UNREG)	CT/MT	\$ 227,000	\$ 32,740.48
17	040025024000000	00320 ALBERT ST W	PLAN 12983 LOT 24	RT	\$ 91,000	\$ 4,934.41
18	040028023000000	00226 CATHCART ST	PLAN 727 LOT 164	RT	\$ 89,000	\$ 4,796.95
19	040028027000000	00210 CATHCART ST	PLAN 727 LOT 160SPT	RT	\$ 81,000	\$ 5,068.77
20	040029061000000	00246 HURON ST	PLAN 727 LOT 139	RT	\$ 99,000	\$ 4,968.18
21	040030005000000	00385 CATHCART ST	ST MARY'S TOWN PLOT LOT 19PT S/S CATHCART ST	RT	\$ 286,000	\$ 26,580.59
22	040031010000000	00637 QUEEN ST W	ST MARY'S TOWN PLOT LOT 4PT S/S QUEEN ST W	RT	\$ 94,000	\$ 6,799.75
23	040031015000000	00613 QUEEN ST W	ST MARY'S TOWN PLOT LOT 5PT LOT 6PT S/S QUEEN ST W	RT	\$ 112,000	\$ 5,496.63
24	040031023000000	00610 PORTAGE LANE	ST MARY'S TOWN PLOT LOT 5PT S/S QUEEN ST W	RT	\$ 59,000	\$ 3,253.38
25	040032030000000	00664 QUEEN ST W	ST MARY'S TOWN PLOT LOT 2 PT N/S QUEEN ST W	RT	\$ 99,000	\$ 6,605.40
26	050002019000000	00682 WELLINGTON ST W	PLAN 1703 LOT 19	RT	\$ 96,000	\$ 9,899.87
27	050006015000000	00320 PATRICK ST	PLAN 1749 LOT 379	RT	\$ 230,000	\$ 12,923.92
28	050013003000000	00287 FARWELL TERR	PLAN M30 LOT 5 PCL 776 AWS	RT	\$ 126,000	\$ 7,509.29
29	050013148000000	00278 SIXTH AVE	PLAN M30 LOT 109 PCL 48 AWS	RT	\$ 56,000	\$ 63,594.70
30	050028031000000	00144 CHURCHILL AVE	PLAN 12898 LOT 12 PT	RT	\$ 86,000	\$ 5,214.41
31	050080106000000	01532 PEOPLES RD	SEC 13 SE1/4 PT RP 1R3073 PART 2	RT	\$ 170,000	\$ 10,039.11
32	060003027000000	00075 LETCHER ST	PLAN 1751 BLK 12 LOT 16	RT	\$ 83,000	\$ 5,806.91
33	060003058000000	00160 GOULAIS AVE	PLAN 2872 BLK 20 LOT 7 LOT 6	RT	\$ 122,000	\$ 12,137.36
34	060005111000000	00155 GLASGOW AVE	PLAN 1598 LOT 374 LOT 375PT	RT	\$ 99,000	\$ 6,653.27
35	060008005000000	00144 CARUFEL AVE	PLAN 6541 LOT 130 LOT 131 LOT 132	RT	\$ 143,000	\$ 6,489.34
36	060016095000000	00041 ALFRED ST	PLAN 2674 LOTS 99 TO 101	RT	\$ 126,000	\$ 22,526.81
37	060026013010000	00747 SECOND LINE W	PLAN 7882 LOTS 135 TO 137 146 TO 151 PT LOTS 133 134	RT	\$ 45,500	\$ 3,002.20
38	060041115000000	00009 AVON AVE	PLAN H526 LOT 70N1/2 RP 1R1833 PART 3 PART 8	RT	\$ 131,000	\$ 6,492.20
39	060045042000000	00023 ANDERSON RD	SEC 28 SW1/4 PT	RT	\$ 162,000	\$ 11,522.33
40	060052100000000	00145 FOOTHILL RD	PLAN 15065 LOT 49NPT	RT	\$ 286,000	\$ 14,501.86
						\$ 612,176.05



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

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

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
 AUTHOR: Lisa Petrocco, CPA, CGA, Manager of Taxation
 DEPARTMENT: Corporate Services
 RE: 2023 Tax Sale Results and Vesting of Unsold Tax Sale
 Properties

Purpose

The purpose of this report is to present the results of the 2023 Tax Sale and to seek Council approval to vest unsold tax sale properties in the name of the City.

Background

On July 11, 2022, Council granted approval to proceed with the registration of tax arrears certificates and sale of 26 properties with a total amount of outstanding property tax revenue of \$638,362.27.

Analysis

Of the 26 properties approved to proceed with the registration of tax arrears certificates, 20 were registered as noted below.

	No. of Properties	Amount
Properties paid prior to registration	4	67,891.91
Properties with title errors, could not be registered	2	4,848.22
Properties registered	20	565,622.14
	26	\$ 638,362.27

Of the 20 properties registered, 9 were paid in full prior to the Tax Sale and 11 proceeded to the Tax Sale on October 18, 2023. The final results are summarized below.

	No. of Properties	Amount
Properties redeemed by owner	2	24,090.79
Properties sold through tax sale	3	96,240.46
Properties with no bids	6	407,278.64
	11	\$ 527,609.89

2023 Tax Sale Results and Vesting of Unsold Tax Sale Properties

January 29, 2024

Page 2.

The below 6 properties did not receive any bids and therefore the City may exercise its right to vest (assume title) the properties in the City's name in accordance with the *Municipal Act*.

- 13 Abbott Street 040-023-158-00
- 201 John Street 040-026-038-00
- 172 Alexandra Street 040-026-035-00
- 60 London Street 040-020-034-00
- 149 Gore Street 040-024-029-00
- 107 Huron Street 040-031-107-00

Staff has conducted very preliminary research on the properties and has not found any indication that there are any significant environmental issues. It is however recognized that 107 Huron Street has historically functioned as an industrial site and is by default, considered a brownfield site. Having said this, it is also recognized that for a variety of reasons, it is not likely that the future development potential would include sensitive uses, such as residential.

The Public Works Department has identified that the property at 13 Abbott Street would be a good interim storage of snow site for operators clearing nearby laneways.

The Engineering and Public Works Departments have identified the property at 201 John Street for potential future road design.

The Engineering Department has identified that the property at 172 Alexandra Street has a storm sewer aqueduct running through the property and should be retained.

DSSAB has expressed interest for 60 London Street for affordable housing purposes. On January 18, 2024, the DSSAB Board passed the following resolution, "BE IT RESOLVED THAT the Sault Ste. Marie Housing Corporation (SSMHC) approve the purchase of the unsold tax sale property from the Corporation of the City of Sault Ste. Marie at a cost of \$1.00 for 60 London Street".

A report was presented to Council from the CFO/Treasurer dated July 16, 2018 which recommended that unsold tax sale properties be offered to DSSAB. This program would assist with increasing the social housing inventory and would be valuable for social housing requirements in the community. If DSSAB is interested, the City would vest the property(s) and transfer a property to DSSAB for \$1.

The remaining two properties will be included in a future report to Council, which will recommend future steps. If a property is deemed as surplus and available for sale, any potential sale proceeds will offset the property taxes written off and any excess will be distributed to the property reserve fund.

2023 Tax Sale Results and Vesting of Unsold Tax Sale Properties

January 29, 2024

Page 3.

The above properties continue to accrue taxes with no likelihood of collection. Once the property has been vested in the City's name, the taxes and penalties will be written off and no further taxes will accrue. Of the requested properties, recoverable charges that were added to the roll for 3 properties in the amount of \$104,206.21 and outstanding taxes and penalty totalling \$303,072.43 will be written off.

Financial Implications

The annual budget allocation for tax write-offs can accommodate the \$303,072.43 of tax arrears that will be written off. The recoverable charges will be reversed back to the originating source.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

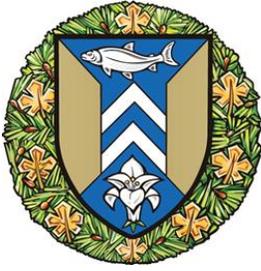
Resolved that the report of the Manager of Taxation dated January 29, 2024 concerning the 2023 Tax Sale Results and Vesting Unsold Tax Sale Properties be accepted and Council authorize the Manager of Taxation to vest the following properties:

- 13 Abbott Street 040-023-158-00
- 201 John Street 040-026-038-00
- 172 Alexandra Street 040-026-035-00
- 60 London Street 040-020-034-00
- 149 Gore Street 040-024-029-00
- 107 Huron Street 040-031-107-00

in the City's name and transfer 60 London Street to the District of Sault Ste. Marie Social Services Administration Board for \$1.

Respectfully submitted,

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



The Corporation of the
City of Sault Ste. Marie

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

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Nicole Ottolino, Director of Human Resources
DEPARTMENT: Legal Department
RE: Amendment to CUPE 67 Civic Centre Group Collective Agreement 2023 – 2028

Purpose

The purpose of this report is to recommend approval of the attached *February 1, 2027 – Schedule of Progressional Rates*, also recognized as the amended page 35 of the CUPE 67 Civic Centre Collective Agreement for the 2023 – 2028 term. This amendment will replace page 35 of the document passed under By-law 2023-204.

Background

Council passed the Collective Agreement for CUPE 67 (Civic Centre) on December 18, 2023 under By-law no. 2023-204. The Mayor and City Clerk signed the completed document.

Analysis

Staff identified a typographical error on page 35 of the signed Collective Agreement. Page 35, specifically the *February 1, 2027 – Schedule of Progressional Rates* is therefore submitted for amendment.

Financial Implications

This amendment is administrative in nature. There is no financial impact.

Strategic Plan / Policy Impact / Climate Impact

Collective Agreements apply to the Service Delivery focus area of the Corporate Strategic Plan. The amending By-law will update the CUPE 67 Collective Agreement previously passed on December 18, 2023 under By-law 2023-204.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2024-15 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Amendment to CUPE 67 Civic Centre Group Collective Agreement 2023 – 2028
January 29, 2024
Page 2.

Respectfully submitted,

Nicole Ottolino CHRL
Director of Human Resources
705.759.5366
n.ottolino@cityssm.on.ca

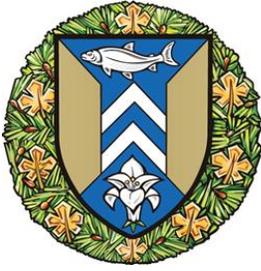
FEBRUARY 1, 2027 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3996	26.35	
1					3996	26.35	4204	27.72	One 1 year
2			3996	26.35	4204	27.72	4407	29.06	Two 1 year
3			4204	27.72	4407	29.06	4610	30.39	Two 1 year
4			4407	29.06	4610	30.39	4823	31.80	Two 1 year
5	4407	29.06	4610	30.39	4823	31.80	5026	33.14	Two 1 year
6	4610	30.39	4823	31.80	5026	33.14	5236	34.52	Three 1 year
7	4823	31.80	5026	33.14	5236	34.52	5440	35.87	Three 1 year
8	5236	34.52	5440	35.87	5660	37.32	5875	38.74	Three 1 year
9	5440	35.87	5660	37.32	5875	38.74	6095	40.19	Three 1 year
10	5660	37.32	5875	38.74	6095	40.19	6309	41.60	Three 1 year
11	5875	38.74	6095	40.19	6309	41.60	6522	43.00	Three 1 year
12	6095	40.19	6309	41.60	6522	43.00	6751	44.51	Three 1 year
13	6309	41.60	6522	43.00	6751	44.51	6974	45.98	Three 1 year
14	6522	43.00	6751	44.51	6974	45.98	7220	47.60	Three 1 year
15	6751	44.51	6974	45.98	7220	47.60	7468	49.24	Three 1 year
16	6974	45.98	7220	47.60	7468	49.24	7717	50.88	Three 1 year
17	7220	47.60	7468	49.24	7717	50.88	7980	52.62	Three 1 year

23:07 The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this agreement.

23:08 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to be at intervals of work as specified in Section 23:05 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

23:09 An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

January 29, 2024

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: Storm Sewer Rehabilitation Contract 2023-11E

Purpose

The purpose of this report is to obtain approval to award Contract 2023-11E for storm sewer rehabilitation.

Background

On April 11, 2022, Council approved an Agreement with AECOM Engineering to undertake the consulting work associated with the proposed South Market area storm sewer rehabilitation project.

The tender was publicly advertised, including advertisement at the Sault Ste. Marie Construction Association. The tender closed at 3:00 p.m. on August 2, 2023, followed by a public opening with the Deputy City Clerk in attendance.

Following the tendering process, a thorough analysis of the tenders was conducted. The results of this analysis are provided below, outlining the chosen contractor and the associated costs.

Analysis

Two tenders were received and reviewed for the South Market area storm sewer rehabilitation project. A detailed summary of the tender analysis can be found in the attached report as provided by AECOM. The low tender, excluding HST, was submitted by Insituform Technologies Limited at a cost of \$2,941,092. The tender is higher than the Engineer's tender estimate by approximately 22.7%. The higher tender price relative to the estimate is likely attributable to higher material costs, limited qualified contractors for this specialized work and challenges and risks involved with the lining of large diameter sewers.

Financial Implications

When recoverable HST is removed and allowances for engineering are added, the City's cost to complete this project is estimated to be approximately \$3.2 million, to be funded from the respective 2022 and 2024 budget allocations.

Strategic Plan / Policy Impact / Climate Impact

The report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure. The rehabilitation of storm sewers through techniques like cured-in-place-pipe lining (CIPP) and grouting may impact climate mitigation by minimizing soil disruption, reducing carbon emissions, and improving infrastructure resilience. Additionally, these methods contribute to climate adaptation by enhancing stormwater management, lowering flood risk, and promoting the longevity of urban infrastructure.

Recommendation

It is therefore recommended that Council take the following action:

The relevant by-law 2024-11 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Catherine Taddo, P. Eng.

Manager of Development and Environmental Engineering

705.759.5380

c.taddo@cityssm.on.ca

Ms. C. Taddo, P. Eng.
Manager, Development and Environmental Engineering
Public Works and Engineering Services
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

August 15, 2023

Project #
60684460

Dear Ms. Taddo:

**Subject: South Market Area Storm Sewer Rehabilitation
Contract No. 2023-11E
Tender Report**

We have reviewed the tenders received by the City Clerk's office on Wednesday, August 2, 2023 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2023-11E – South Market Area Storm Sewer Rehabilitation consists of supplying all equipment, labour and materials for the rehabilitation of 610 metres of 1050-1950mm dia. storm sewer by CIPP lining and 460m of 1650 to 1800mm dia. storm sewer by grouting.

The tender advertisement was published in the Sault Star on Tuesday, July 4, 2023 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

A total of six (6) plan takers registered for tender documents during the tender period.

During the tender period, four (4) addenda were issued by the Consultant to address questions raised by the plan takers.

2.0 Summary of Tenders

Two (2) Contractors submitted digital tenders for Contract No. 2023-11E to the City Clerk's office prior to the closing time of 3:00 p.m. on Wednesday, August 2, 2023. The tenders were opened at 3:15 p.m. on the same day by City staff. The tenders were reviewed to ensure they included the required tender deposit in the amount of 10% of the Total Tender Price and agreement to bond for performance security.

The following were the results of the submitted Total Tender Prices, excluding HST, in ascending order of bid price:

1.	Insituform Technologies Limited	\$2,941,092.00
2.	Capital Sewer Services Inc.	\$2,963,900.00 (corrected \$3,063,900.00)

The Total Tender Value for each tender includes a contingency allowance of \$200,000.00 along with various provisional items.

The Engineer's tender estimate for this Contract was \$2,397,100.00 (excl. HST) which was compiled based on prices from previous similar contracts. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1.

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 2. The following specific comments are noted:

1. Both tenders were properly signed, sealed and executed.
2. Each of the tenderers Schedule of Items and Prices breakdown were checked for mathematical errors. The tender from Capital Sewer Services Inc. contained an error in Part 'C' Provisional Items.
3. The Information to Tenderers indicated that all tenders were to include a tender deposit in the form of a bid bond, certified cheque, money order or bank draft in the amount of 10% of the Total Tender Price. Capital Sewer Services Inc. did not submit the original bid bond as outlined in the tender documents.
4. The tender document called for submission of Statements 'A' to 'E' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. Both tenderers filled in the appropriate statements or attached separate breakdowns.
5. The tenders also included Statement 'E' for alternative prices. None of the submissions included alternative pricing.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to both tenders submitted.
7. All tenderers were required to acknowledge any Addenda received during the tender period. Both tenderers confirmed receipt of Addendum No. 1 to 4.

3.0 Low Bidder Experience

Insituform Technologies Limited are located throughout the US and Canada with a corporate office in Edmonton, Alberta and a regional office in Hamilton, Ontario. Based on Statements A and B provided with their tender submission, Insituform and their supervisory staff have extensive contract experience with CIPP lining of sewers throughout Canada including projects in Northern Ontario. Their past experience also includes the CIPP lining of large diameter sewers similar to the scope under this project.

Statement "D" – Subcontractors submitted by Insituform indicated that the CIPP lining work will be done by their own forces, while the sewer grouting will be carried out by Empipe Solutions Ltd. and the manhole construction and restoration work will be completed by Trimount Construction Group who are based out of the Sault and completed many other projects for the City.

4.0 Tender Estimate

The low tender amount of \$2,941,092.00 (excl. HST) is higher than the Engineer's tender estimate by \$543,992.00 (excl. HST) or approximately 22.7%. The higher tender prices relative to the Estimate are likely attributable to higher material costs, limited qualified Contractors for this specialized work and challenges and risks involved with the CIPP lining of large diameter sewers.

We understand that the low tender amount exceeds the City's construction budget for this contract by approximately \$600k and additional funds are not available to proceed with the work in 2023 but may be available upon approval of the 2024 City budget in December, 2023.

As stipulated in the tender document, the tenderer agrees that their tender price would be valid for a period of 60 days from the tender closing or October 2, 2023. We have reviewed the period of validity with Insituform who have confirmed that they will extend their pricing for 180 days or February 2, 2024 as per attached updated Bid Bond and Agreement to Bond which will allow the City to approve award should sufficient funds be available upon approval of the 2024 City budget.

5.0 Conclusions

In summary, based on our detailed review of the tenders submitted, we recommend the following once adequate funds are available to proceed with the construction contract:

1. The required by-law should be drafted and passed by Council to facilitate execution of the attached Form of Agreement); and
2. AECOM should be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

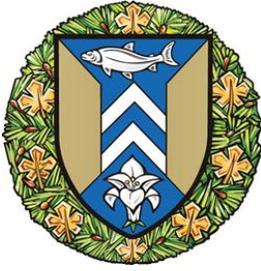
We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Yours very truly,
AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager

DRM:nm
Encl.



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

January 29, 2024

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: Sanitary Flow Metering

Purpose

The purpose of this report is to obtain approval to award contract 2023-13E for flow metering to Civica Infrastructure Inc.

Background

On August 29, 2022 Council delegated authority to the CAO to execute specified agreements for projects funded by the Streamline Development Approval Fund (SDAF). Part A of the Wastewater Master Plan, which included sewer modeling, was approved under Delegation of Authority. The sewer model, created as part of the plan, necessitates calibration through sanitary flow metering. On September 25, 2023 staff granted authorization, as per the procurement policy, for work related to tender and oversight of the sanitary flow metering.

The tender for sanitary sewer flow metering was publicly advertised, including an announcement at the Sault Ste. Marie Construction Association. The tender closed at 3:00 p.m. on January 12, 2024 followed by a public opening with the Deputy City Clerk in attendance.

Following the tendering process, a comprehensive analysis was conducted. The chosen contractor, Civica Infrastructure Inc., and the associated costs are outlined below.

Analysis

One tender was received by close date and time and reviewed for the sanitary flow metering project. A detailed summary of the tender analysis can be found in the attached report as provided by AECOM. The single tender was submitted by Civica Infrastructure Inc. at a bid of \$490,845 excluding HST. The price is representative of higher costs and reduced competition associated with construction in Northern Ontario, recent industry inflation, and the project timelines.

Sanitary Flow Metering

January 29, 2024

Page 2

Financial Implications

When recoverable HST is removed the City's cost to complete the monitoring is estimated to be approximately \$500,000, to be funded from miscellaneous capital in the 2024 sanitary rate supported budget.

Strategic Plan / Policy Impact / Climate Impact

The report links to the Strategic Plan focus area of infrastructure, and specially maintaining existing infrastructure. Sanitary flow monitoring is connected to climate adaptation as it facilitates real-time data collection for calibrating our sanitary network model.

Recommendation

It is therefore recommended that Council take the following action:

The relevant by-law 2024-14 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Catherine Taddo, P. Eng.

Manager of Development and Environmental Engineering

705.759.5380

c.taddo@cityssm.on.ca

Catherine Taddo, P.Eng.
Manager, Development and Environmental Engineering
Public Works and Engineering Services
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

January 17, 2024

Our Reference
60694762

Subject: Sanitary Flow Metering and Reporting
Contract No. 2023-13E
Tender Report

1.0 Tender Summary

The City of Sault Ste Marie (City) has retained AECOM Canada Ltd. (AECOM) to provide engineering services for the Sanitary Flow Metering and Reporting to be completed in support of the ongoing Sanitary Master Plan. A complete set of Contract Drawings and Specifications were prepared for the project by AECOM for the purposes of tendering to prospective bidders. A tender advertisement was published on December 18, 2023, on the City's website and at the Sault Ste. Marie Construction Association to notify prospective bidders of the availability of tender documents. The tender documents were distributed electronically to interested parties by AECOM. There were eight (8) plan takers of the documents.

During the tender period, two (2) Addenda were issued by AECOM to address the questions received. These addenda were distributed electronically to all plan takers by AECOM.

One (1) tender submission were received electronically by the City prior to the closing time of 3:00 pm on January 12th, 2024. The bidder provided hard copies of original bonds delivered to the Civic Centre. The tender was opened by the City shortly after the closing time at a public tender opening meeting which was streamed live for remote viewing on YouTube. The tender was reviewed upon opening by the City's purchasing department for compliance with the mandatory tender requirements. The tender met the mandatory requirements which included provision of tender deposit and agreement to bond, a completed form of tender with signature and seal, and acknowledgement of all addenda.

The following table summarizes the Tender Prices submitted which includes construction contingency and allowances:

BIDDER NAME	TENDER PRICE (Excluding HST)
Civica Infrastructure Inc.	\$490,845.00

2.0 Review of Tenders Received

The tender submission was provided by the City to AECOM for review. The findings from AECOM's review of the tender submission by Civica Infrastructure Inc. are summarized below:

1. The tender package appears complete meeting all the mandatory requirements at time of bid submission, including a Bid Bond in the amount of \$20,000.00, Agreement to Bond for a 100% performance bond and 50% labour and materials bond, and a properly signed and sealed Form of Tender with Addendum Acknowledgements, Statements 'A' to 'C', and the Schedule of Items and Prices.
2. The Schedule of Items and Prices appears complete and balanced with no mathematical errors or apparent irregularities. The pricing submitted under Part 'A' – Base Scope results in an average cost of \$2,379 per metering location per month. This pricing is representative of higher costs and reduced competition associated

with construction in Northern Ontario, recent industry inflation, and the tight project timeline to commence monitoring in March 2024 to capture data from spring thaw events.

3. Civica Infrastructure Inc. is a well-known Contractor based in the Greater Toronto Area who is regularly engaged in flow metering, modeling, and reporting on numerous public and private sector projects throughout Ontario. Statement 'B' Bidder's Experience outlined a list of references and similar projects that they have been completed in the recent years.

3.0 Conclusion

In summary, based on our detailed review of the tenders submitted, we recommend the following:

1. The required by-law should be drafted and passed by Council to facilitate execution of the attached Form of Agreement.
2. AECOM should be authorized to issue an award letter to the successful Bidder, Civica Infrastructure Inc., which will include requirements for the Bidder to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for execution.

Please contact the undersigned should you wish to discuss any aspect of this tender report. Furthermore, we would be pleased to meet with you to discuss next steps.

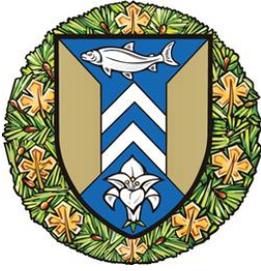
Yours sincerely,



Phil Spencer, P.Eng., M.E.Sc.
Design Delivery Lead
AECOM Canada Ltd.
T: 519-963-5937
E: phil.spencer@aecom.com

Encl.

Form of Agreement



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

COUNCIL REPORT

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jenna Ricard, Solicitor/Prosecutor
DEPARTMENT: Legal Department
RE: Delivery of Print Materials

Purpose

The purpose of this report is to provide information to Council regarding the process of enacting a By-law regulating the delivery of flyers, newspapers and unsolicited print materials to residences within our community.

On December 18, 2023, Council passed the following resolution:

Whereas in recent history there has been a significant change in the method and delivery of flyers, newspapers and unsolicited print materials door to door in our community; and

Whereas many of these items are being improperly delivered by being thrown in driveways, on lawns or on boulevards often being left for days at a time; and

Whereas in the winter months, the materials can be left in driveways and covered by snow causing them to be caught in snowblowers; and

Whereas this may cause avoidable and unnecessary damage to snowblowers or cause the materials, including plastic bags, to be blown across lawns, sidewalks, boulevards or the street causing unneeded stress to our environment; and

Whereas it is desirable to regulate the delivery of flyers, newspapers and unsolicited print materials to residences in our community.

Now Therefore Be It Resolved that staff be requested to review the process of enacting a by-law for the purpose of regulating the delivery of flyers, newspapers and unsolicited print materials to residences by requiring them to be delivered to the door or an appropriate receptacle on the property such as a mailbox and that staff consult similar by-laws in communities in Ontario for reference in creating such a by-law.

Background and Analysis

Legal Background & Authority

Although the City does not have the authority to prohibit the delivery of print materials, the City does have the legal authority under the *Municipal Act*, 2001 to enact a by-law regulating the delivery of flyers, newspapers, and unsolicited print materials to residences. A by-law can require all print materials to be delivered to an appropriate location.

Section 8(1) of the *Municipal Act* provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on a municipality to enable it to govern its affairs as it considers appropriate and enhance its ability to respond to municipal issues.

Section 10(2) of the *Municipal Act* provides that a municipality may pass by-laws respecting: in paragraph 5, Economic, social, and environmental well-being of the municipality; in paragraph 6, Health, safety and well-being of persons; in paragraph 8, Protection of persons and property.

Section 128 of the *Municipal Act* provides that a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of council, are or could become or cause public nuisances.

Section 425(1) of the *Municipal Act* provides that a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence.

Action or inaction taken by other Municipalities.

No northern Ontario municipalities have enacted a similar by-law. In southern Ontario, Ottawa, and the City of Thorold (located in the Niagara Region) have implemented a by-law to regulate the distribution of flyers, newspapers, and unsolicited print material.

Ottawa passed a Voluntary Admail Reduction Program By-law in 2003 in response to a perceived litter issue. The by-law contains no enforcement or penalty sections as the by-law is based on voluntary compliance in the program. Any owner or occupant of a property could participate in the program by purchasing a sticker which indicates their desire not to receive unaddressed advertising print material.

The City of Thorold passed a by-law in 2020 to address litter complaints and concerns regarding the drive-by delivery method resulting in the Niagara This Week landing on lawns, driveways, and sidewalks.

Delivery of Print Materials

January 29, 2024

Page 3.

The Town of Pelham prepared a draft report and by-law in 2022 regulating the delivery of flyers, newspapers, and unsolicited print materials to address the pollution and nuisance caused by the improper delivery of flyers, newspapers, and unsolicited print materials. Ultimately, the draft by-law was not passed, and Council referred the matter back to staff for further investigation of potential solutions other than a by-law.

Delivery Requirements

Ottawa and Thorold's enacted by-laws as well as the Town of Pelham's draft by-law regulating the delivery of flyers, newspapers, and unsolicited print material require that the distributor deliver the material to residential properties in a mailbox, in a mail slot, in a receptacle designed/identified for this purpose, or at the door.

In reviewing the similar by-laws enacted, the distributor cannot deliver to residences where a sign or notice is posted stating they do not wish to receive any flyers or newspapers. The by-laws stipulate that the sign or notice must be clearly visible and posted on the mailbox, mail slot, the receptacle designed for receipt of mail or on the door of the property. Residential occupants posting such a sign or notice assists with minimizing the distribution of unwanted print materials.

The sign or notice does not apply to any election advertising material produced during a campaign for elected office including materials from election officials, political parties and/or electoral candidates or information circulars and/or mailings in the public interest from government departments or agencies at the federal, provincial and/or municipal level.

The two enacted by-laws also prohibit the distributor from delivering flyers to a residential property where the flyers have not been removed by the residential occupant for two consecutive weeks.

Flyer Distributor in Sault Ste. Marie

There is one stakeholder, Sault This Week, responsible for delivering flyers once a week to some of the residences within the City of Sault Ste. Marie. As well, not all residences get this service, some locations have drop boxes in the neighbourhood where flyers are deposited. As such, there is a single distributor and only one possible offender. To date, there has been no staff consultation with Sault This Week.

Ottawa's by-law regulates only the actions of the distributor while the City of Thorold's by-law regulates the actions of the distributor and the owner/occupant of a residential property. The enacted by-law of the City of Thorold as well as the draft by-law of the Town of Pelham require the owner or occupant to collect and remove flyers, newspapers, and unsolicited print materials from the property in a timely manner. The Town of Pelham included in their draft by-law that the owner

Delivery of Print Materials

January 29, 2024

Page 4.

or occupant of the property is required to collect print materials that are not delivered to an appropriate location, thereby also putting the onus on the homeowner.

Public Consultation

To date, there has been no staff consultation with the public. Consultation meetings can be held in the future to seek input regarding a by-law enacted to regulate the distribution of flyers, newspapers, and unsolicited print materials.

Enforceability

The City's By-law Enforcement Officers would be responsible for enforcement of the by-law if enacted and this would result in additional pressure on the City's by-law enforcement resources. The By-law Enforcement Officers would enforce any contraventions of the by-law committed by the single distributor Sault This Week.

In discussions with the Chief Building Official, this proposed by-law would be challenging to enforce. The Building Division conducts enforcement on residential homeowners and are not normally responsible for enforcing against a company providing a delivery service to residences within the community. In enforcing this proposed by-law, the perpetrator would be the distributor not the residential owner/occupant.

From a legal perspective, it could be difficult to prosecute and prove an offence of the proposed by-law. By-law Enforcement Officers would follow up on any complaint and unless the officers are able to witness the flyers or newspapers being thrown in driveways or lawns, the residential owner/occupant may be required to testify at a trial to prove the elements of the offence (being the print materials not delivered to an appropriate location).

If a by-law for delivery of print materials is enacted, in drafting the by-law consideration is required to determine whether the by-law should be enforced with the issuance of the Part I Certificate of Offence or a Part III Information and Summons. For By-law Enforcement Officers to issue a Part I Certificate of Offence (a ticket), short form wording for the offence must be generated and approved by the Ministry of the Attorney General and the Northeast Regional Senior Justice. This can be a lengthy process for Short Form Wording.

Penalty

The City of Thorold utilizes the Administrative Penalty System the City has implemented for any person who violates a provision of their by-law. A municipality can implement an Administrative Penalty System to deal with by-law infractions that result in the penalty imposed directly by the municipality within the context of an administrative process rather than a judicial/court process.

Delivery of Print Materials

January 29, 2024

Page 5.

The Corporation of the City of Sault Ste. Marie has not implemented an Administrative Penalty System and as such any offence would be dealt with through the court/judicial process in Provincial Offences Court. If a by-law is enacted to regulate the delivery of flyers, newspapers, and unsolicited print material, any person who contravenes the provisions of the by-law would be guilty of an offence and upon conviction liable to a fine as provided for by the *Provincial Offences Act*. For the City to implement the Administrative Penalty System, there would be significant cost implications as well as require additional staff to be hired.

Summary and Next Steps

Although the City does have the legal authority to enact a by-law regulating the delivery of flyers, newspapers, and unsolicited print material, in discussions with the Building Division, it is recommended not to proceed with enacting such a by-law. A by-law implemented to regulate the delivery of print materials may not be the best means to address the resolution given there is only one distributor in Sault Ste. Marie that distributes once a week and the challenges to both enforce and prosecute offences outlined by this proposed by-law. There may be other alternatives than a by-law that could be effective in resolving the issue and ensuring print materials are delivered to an appropriate location as well only to residences who wish to receive these materials.

City staff can proceed to conduct consultation and prepare a draft by-law if required.

Financial Implications

Implementation of a new by-law would result in additional responsibility on administration and enforcement resources, which would have a financial impact.

Strategic Plan / Policy Impact / Climate Impact

The implementation of a by-law to regulate the delivery of flyers, newspapers and unsolicited print materials is not directly articulated in the Corporate Strategic Plan; however, it does touch upon quality of life and specifically the environment.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Solicitor/Prosecutor dated January 29, 2024, concerning the process of enacting a by-law to regulate the delivery of print materials be received as information.

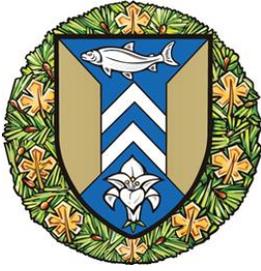
Respectfully submitted,

Jenna Ricard

Solicitor/Prosecutor

705.541-7397

j.ricard@cityssm.on.ca



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

COUNCIL REPORT

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Closing and Conveyance Part Peer Street and Assume,
Stop up, Close and Convey Blocks 7 and 8 1M448 Queen
Street East – Housekeeping Report

Purpose

The purpose of this report is to address the following two matters related to the conveyance of Part of Peer Street to Dan Fremlin (the “Purchaser”):

- (a) to repeal By-law 2018-18 and pass a new By-law to set out the updated legal description of the lands already approved by Council to be transferred to the Purchaser;
- (b) to assume, stop up, close and convey part of Queen Street East abutting Peer Street.

Attachment

Attached as Schedule “A” is a copy of Reference Plan 1R-14115 deposited December 11, 2023.

Background

On April 23, 2018 By-law 2018-18 stopped up, closed, declared surplus and authorized the conveyance of Peer Street described as PCL STREETS-1 SEC 1M448; PEER ST PL 1M448 RANKIN LOCATION; SAULT STE. MARIE and 0.30m Reserve on the Easterly limit of Peer Street described as PCL 9-1 SEC 1M448; BLK 9 PL 1M448 RANKIN LOCATION; SAULT STE. MARIE, in the Peer Subdivision to Dan Fremlin (the “Purchaser”).

Analysis

The City and the Purchaser have been completing matters necessary to facilitate the transfer. As part of same, a Reference Plan was prepared and during that process, it was noted that part of Peer Street actually overlapped part of Queen Street East. Engineering therefore requested that a portion of Peer Street abutting Queen Street East be retained. Part 1 Plan 1R14115 was added to the draft plan to address this matter. Further, an encroachment by an abutting neighbour onto City property had to be dealt with and identified on the Reference Plan. As a result,

the legal description of the lands to be transferred as set out in By-law 2018-18 needs to be updated to reflect what is being transferred to the Purchaser.

To effect this, By-law 2018-18 must be repealed and By-laws 2024-5, 2024-6 and 2024-7 passed which sets out the proper legal description of the lands to be assumed and conveyed. Furthermore, By-law 2024-7 effects the street closing and authorizes the conveyance of parts of City property to the abutting owners to address the encroachment issue.

Furthermore, Engineering noted that the corner roundings abutting Peer Street are no longer required by the City and should be conveyed to the abutting property owners. To effect this, By-law 2024-6 is presented to Council for approval to assume, stop up, close and convey the part of Queen Street comprising the corner roundings.

Financial Implications

Not applicable

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-laws 2024-5, 2024-6 and 2024-7 are listed under item 12 of the Agenda 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

Schedule "A"

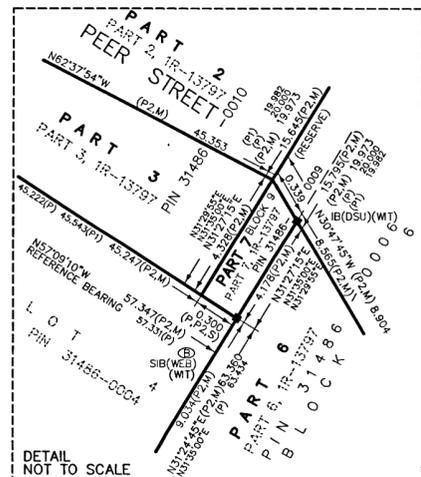
PLAN OF SURVEY OF
PEER STREET
PART OF BLOCKS 6, 7, 8 AND 9
REGISTERED PLAN 1M-448

RANKIN LOCATION
NOW IN THE
CITY OF SAULT STE. MARIE
DISTRICT OF ALGOMA

SCALE: 1 : 300



Monument Urso Surveying Ltd.



METRIC NOTE

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

INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM REAL TIME KINETIC OBSERVATIONS USING MONUMENTS 'A' AND 'B' HAVING A BEARING OF N57°09'10"W UTM ZONE 16 NAD 83 (CSRS)(2010.0) COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10.

POINT ID	NORTHING	EASTING
ORP A	5156510.503	711415.076
ORP B	5156481.068	711460.667
ORP C	5156525.178	711429.164

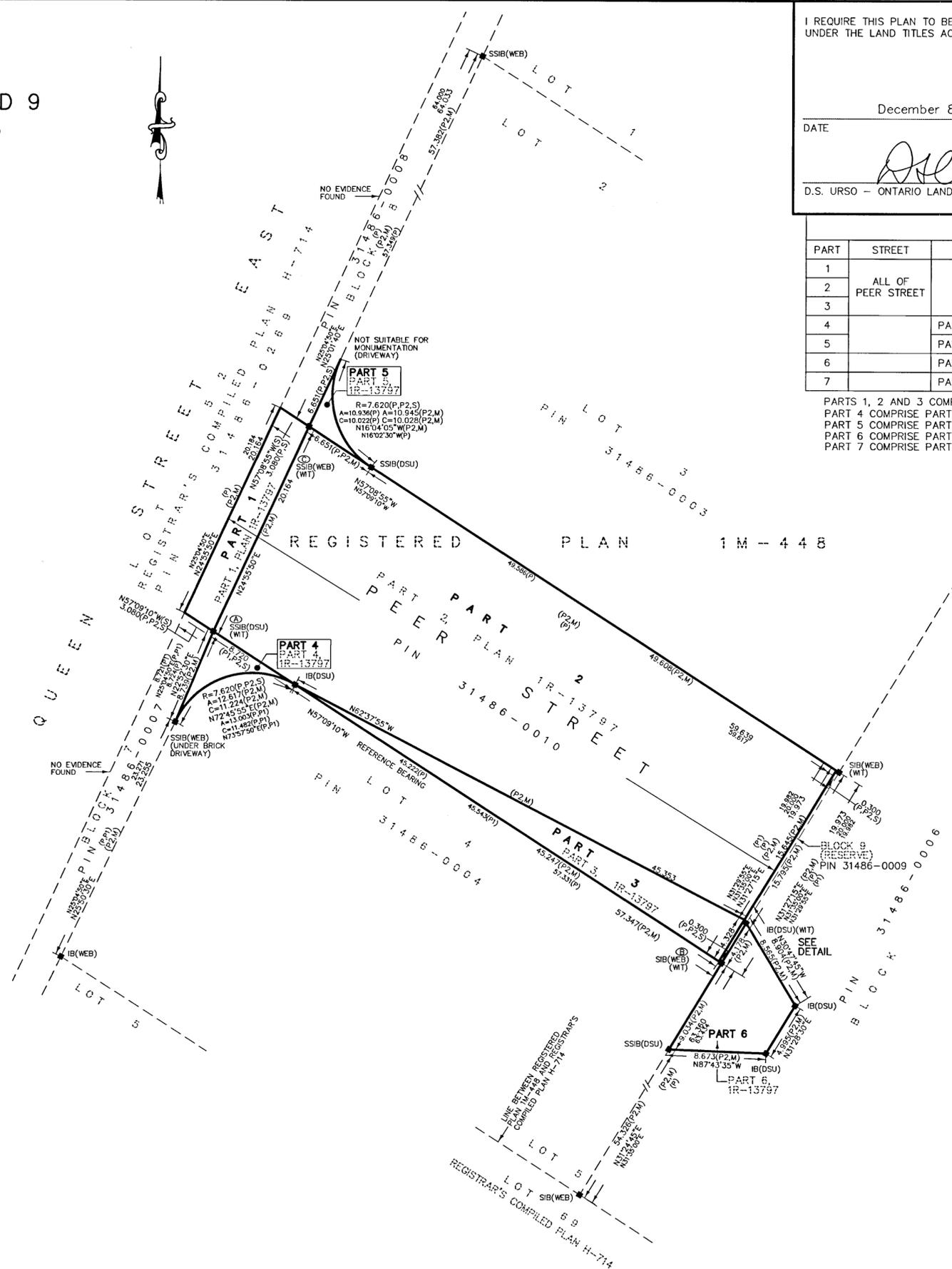
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

SCALE FACTOR NOTE

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 1.000386.

ROTATION NOTE

FOR BEARING COMPARISONS, A ROTATION OF 2°04'10" COUNTER CLOCKWISE WAS APPLIED TO REGISTERED PLAN 1M-448 TO CONVERT TO GRID BEARINGS.



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

December 8, 2023

DATE

D. Urso
D.S. URSO - ONTARIO LAND SURVEYOR

PLAN 1R-14115

RECEIVED AND DEPOSITED

December 11th, 2023

DATE

John Bolan
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ALGOMA (N^o 1)

SCHEDULE				
PART	STREET	BLOCK	PLAN	PIN
1	ALL OF PEER STREET		REGISTERED PLAN 1M-448	61.51 Sq.m. PART OF 31486-0010
2				1006.03 Sq.m. PART OF 31486-0010
3				94.50 Sq.m. PART OF 31486-0010
4				18.37 Sq.m. PART OF 31486-0007
5				8.99 Sq.m. PART OF 31486-0008
6				68.93 Sq.m. PART OF 31486-0006
7				1.28 Sq.m. PART OF 31486-0009

PARTS 1, 2 AND 3 COMPRISE ALL OF PIN 31486-0010
PART 4 COMPRISE PART OF PIN 31486-0007
PART 5 COMPRISE PART OF PIN 31486-0008
PART 6 COMPRISE PART OF PIN 31486-0006
PART 7 COMPRISE PART OF PIN 31486-0009

LEGEND

- DENOTES FOUND EVIDENCE
- DENOTES PLANTED MONUMENT
- IB DENOTES IRON BAR
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- M DENOTES MEASURED
- P DENOTES REGISTERED PLAN 1M-448
- P1 DENOTES PLAN BY D.S. URSO, O.L.S., FILE U-9574-1
- P2 DENOTES DEPOSITED PLAN 1R-13797
- S DENOTES SET
- WIT DENOTES WITNESS
- WEB DENOTES W.E. BOLAN, O.L.S.
- DSU DENOTES D.S. URSO SURVEYING LTD.
- PIN DENOTES PROPERTY IDENTIFICATION NUMBER

BEARING NOTE

BEARINGS ARE UTM GRID DERIVED FROM REAL TIME KINETIC OBSERVATIONS ON MONUMENTS 'A' AND 'B', SHOWN HEREON, HAVING A BEARING OF N57°09'10"W AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE OF UTM ZONE 16 NAD 83 (CSRS)(2010.0).

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON NOVEMBER 24, 2023.

December 8, 2023
SAULT STE. MARIE, ONTARIO

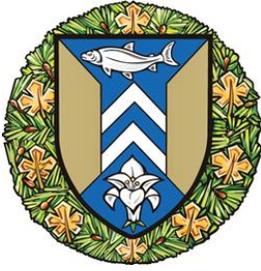
D. Urso
D.S. URSO
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER: V-67356

Monument Urso Surveying Ltd.
Ontario Land Surveyors • Canada Land Surveyors
Planning Consultants

536 "C" FOURTH LINE EAST SAULT STE. MARIE ONT. P6A 6J8 TEL: (705) 254-7851 FAX: (705) 254-5571

DRAWN: KF	FIELD: MI / LL	FILE No: U-11736-1
CHECKED: DSU		



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

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Deeming By-Law – Lots 28 and 29, Wilson B Subdivision
Plan 1219 for Sault Ste. Marie Housing Corporation

Purpose

The purpose of this report is to bring to Council a request from Steven Shoemaker, the solicitor for the owners of the property legally described as LT 28 PL 1219 ST. MARY'S; CITY OF SAULT STE. MARIE (civic 61 Wellington St E) PIN 31543-0351 (LT) and LT 29 PL 1219 ST. MARY'S; CITY OF SAULT STE. MARIE (civic 65 Wellington St E) PIN 31543-0352 (LT) the "Subject Property".

Attachment

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

Background

Steven Shoemaker, solicitor for the owners of the Subject Property has requested that the City pass a Deeming By-law pursuant to section 50(4) of the *Planning Act* for this property. The effect of the Deeming By-law, once registered on title, would result in this property being treated as one block of land that could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

Analysis

The request has been circulated to the Planning Director, Senior Plans Examiner, Chief Building Official, Municipal Services and Design Engineer and Secretary-Treasurer of the Committee of Adjustment, none of whom have an objection to the request that a Deeming By-law be passed in respect of these properties.

Financial Implications

Approval of this report will not impact municipal finances.

Strategic Plan / Policy Impact / Climate Impact

Not Applicable.

Deeming By-Law Lots 28 and 29, Plan 1219 for Sault Ste. Marie Housing Corporation
January 29, 2024
Page 2.

Recommendation

It is therefore recommended that Council take the following action:

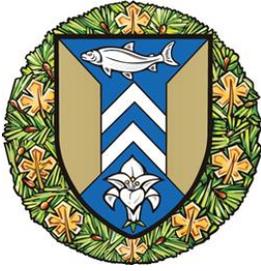
The relevant By-law 2024-12 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

This drawing is for information purposes only. It does not form part of the By-law.





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

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Deeming By-law, Lot 6, Block 65, and Block 73, Plan M420
for Biocchi on behalf of Ponnampalam (6 and 10 Palomino
Drive)

Purpose

The purpose of this report is to bring to Council a request received from Ryan Biocchi on behalf of the owner of the property legally described as PCL 65-1 SEC M420; BLK 65 PL M420 SAULT STE. MARIE; SAULT STE. MARIE [PIN 31611-0048 (LT)]; PCL 6-1 SEC M420; LT 6 PL M420 SAULT STE. MARIE; SAULT STE. MARIE [PIN 31611-0050 (LT)] and PCL 73-1 SEC M420; BLK 73 PL M420 SAULT STE. MARIE; SAULT STE. MARIE [PIN 31611-0049 (LT)] (the “Subject Property”).

Attachment

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

Background

Ryan Biocchi on behalf of his mother-in-law, the owner of the Subject Property, has requested that the City pass a Deeming By-law pursuant to Section 50(4) of the *Planning Act* for this property. The effect of the Deeming By-law, once registered on title, would result in this property being treated as one block of land that could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

Analysis

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

Financial Implications

Approval of this report will not impact municipal finances.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Deeming By-law, LOT 6, BLOCK 65 and BLOCK 73 PLAN M420 Ponnampalam
(6 and 10 Palomino)
January 29, 2024
Page 2.

Recommendation

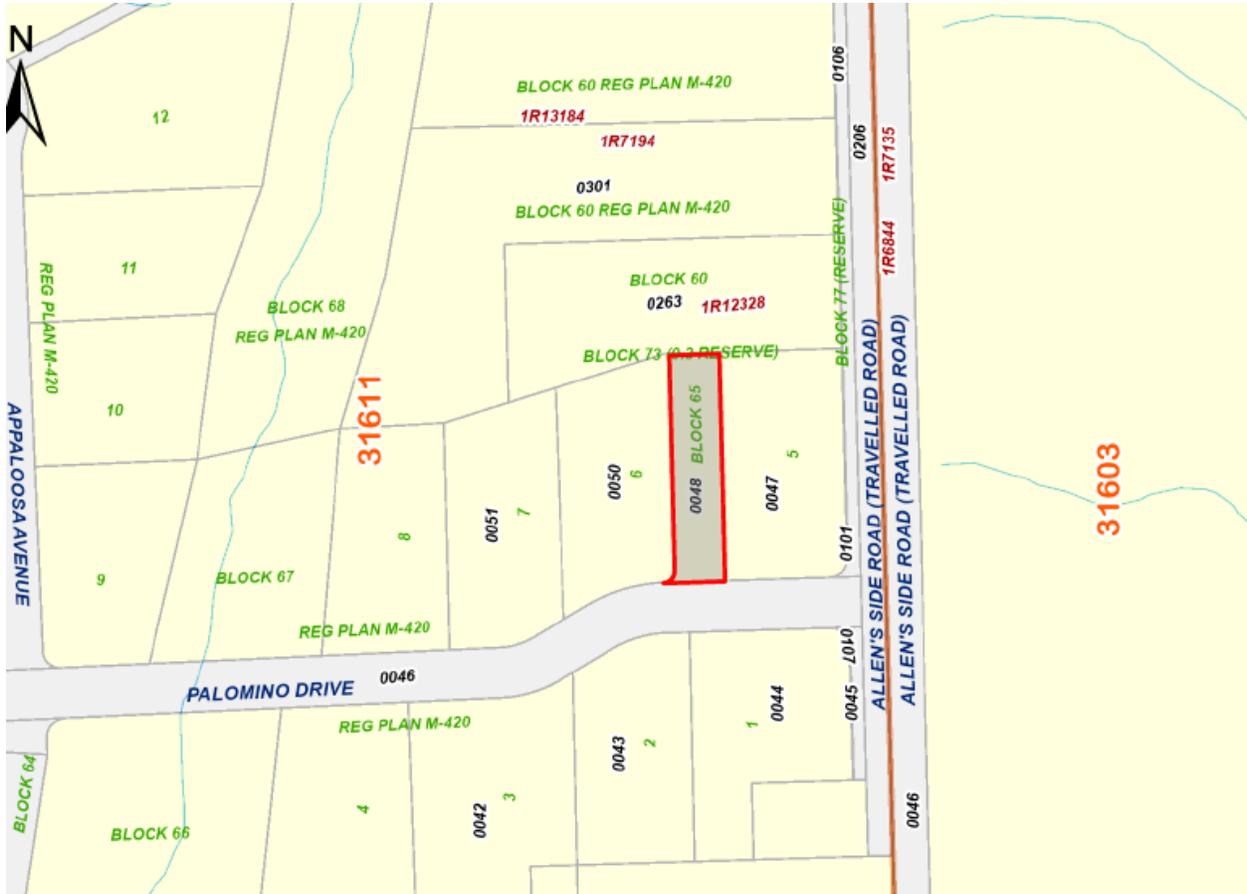
It is therefore recommended that Council take the following action:

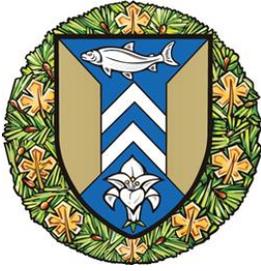
The relevant By-law 2024-13 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759.5403
m.borowiczsibenik@cityssm.on.ca

This drawing is for information purposes only. It does not form part of the By-law.





The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley Olar, Risk Manager
DEPARTMENT: Legal Department
RE: Insurance Program Renewal – Policy Period 2024-2025

Purpose

The purpose of this report is to recommend to Council the renewal of the City's Major Insurance Program with Intact Public Entities for the period February 28, 2024 to February 28, 2025.

Background

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

The City reserved the right to extend the agreement on a yearly basis upon mutual agreement of the parties hereto and on completion of the Term of the Agreement. Staff recommended a one-year extension (Year 4) as a difficult insurance market continues and also given that there are projects which have not yet been completed with Intact. Council approved the extension of the agreement in October 2023.

The City paid \$1,364,643 including applicable taxes for General Insurance Services for the first year of the term, \$1,536,038 including applicable taxes for General Insurance Services for the second year of the term and for year 3 of the term \$1,713,735. The pricing for all insurance coverage is to be set out in Renewal Documents.

The City received Renewal Documents on January 18, 2024. Following negotiations between the Legal Department and Intact, the Legal Department is now in receipt of Intact's Municipal Insurance Program Renewal Documents for the City, which establishes the premium payable for the period February 28, 2024

to February 28, 2025 as \$1,783,425 (before tax), and \$1,870,663.36 inclusive of applicable taxes. This represents an increase of approximately 7.11% to the cost of the City's insurance, not including all City insurances. To provide some context, municipalities across Ontario expect increases of approximately 15% with some experiencing much greater increases. The favourable rate is the result of low claims, historic trends, consistent risk management practices and confidence in the City's operations through constant dialogue with the Insurer.

Analysis

Intact has met its commitment to provide the City with a good insurance program for year 4 of the term, specifically the period from February 28, 2024 to February 28, 2025. There are no changes to coverage terms of the insurance policies.

A difficult insurance market that has lasted 4 years, continues with prices increasing across all lines of coverage, although for many lines of coverage, the increases are no longer hitting the same heights. The current insurance market is attributed mainly to the large catastrophic losses globally in the property insurance market during the past few years (hurricanes, wildfires, earthquakes, flooding). The impact of municipal claims driving premiums is unique to the municipal sector. Other factors that impact municipal insurance include the joint and several liability rule, class action lawsuits, more substantial damage awards and additional heads of damages being sought in lawsuits and social inflation, a trend of rising insurance costs over and above general economic inflation due to increased litigation costs, plaintiff-friendly judgments and higher jury awards, caused by a shift in societal attitudes.

With respect to Intact's renewal documents for year 4, the following analysis and comments are relevant to each of the four broad areas of coverage:

Liability

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

The City's rate increase is below that of last year, specifically this year's increase is 3% while last year's increase was 8%.

Excess Liability

Excess liability insurance provides additional limits of insurance coverage over and above the limits of insurance provided by the primary or underlying insurance. The City's insurance program includes excess auto liability and excess liability.

The City's rate increase is below that of last year, specifically this year's increase for excess auto liability is 10% and 0% for excess liability while last year's increases were 16% and 8% respectively.

Property

Pricing of property insurance remains challenging. Declarations of value and related sums insured have come under scrutiny by underwriters.

Building values have been increased in order to reflect inflationary trends, and a 5% increase was applied to the City property assets. All insurers are now applying inflationary increases to building values every year.

The City's rate increase is below that of last year, achieving an increase 13.15% as opposed to last year's increase of 18.76%.

Automobile (including Transit)

Moderate rate increases continue for automobile insurance. Claim costs have risen as the cost of replacement vehicles and vehicle parts remain accelerated as well as reduced or delayed availability.

The City's rate increase is below that of last year, achieving an 11% increase. Last year's increase was 16%.

Overall, Intact continues to provide the City with a good insurance program with no changes to the coverage provided by the Liability, Property and Auto policies as previously outlined in this report for year 4. Intact has mentioned that looking forward, underwriters are keeping a watch on police and transit related coverages given claims, issues and losses in those areas. The City has had no issues in these areas; however, Intact has advised of increases elsewhere which may impact matters in the future.

Financial Implications

Intact is proposing an annual premium for February 28, 2024 to February 28, 2025 to be \$1,783,425 (not including applicable taxes). After adjusting for the corporate fiscal period (January 1, 2024 to December 31, 2024), inclusive of applicable taxes, the total cost for 2024 is \$1,839,542.33. This premium represents an increase of approximately 7.11% to the cost of the City's insurance, not including all City insurances, compared to the 2023 insurance premium increase of 12.1%.

From these amounts, there will be a portion allocated to the Police Services and the Library, as they are part of the City's insurance program. There will also be additional changes as assets are sold or purchased. The 2024 insurance cost can be accommodated within the corporate operating budget.

Municipal Insurance Program

January 29, 2024

Page 4.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Risk Manager dated January 29, 2024 concerning Insurance Program Renewal – Policy Period 2024-2025 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 \$1,783,425 plus applicable taxes.

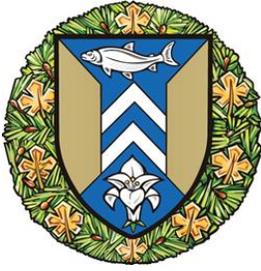
Respectfully submitted,

Shelley Olar

Risk Manager

705.759.5768

s.olar@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jonathan Kircal, RPP, Intermediate Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-1-24-OP Regulatory Flexibility for Residential
Development – Postponement

Purpose

The purpose of this report is to request a postponement to allow Planning staff an opportunity to incorporate inter-departmental feedback and to provide new public notice.

Background

Planning staff has submitted a *Planning Act* application to amend the zoning by-law to revise the regulatory framework for residential development. This is consistent with various provincial legislation and municipal policies and initiatives that are aimed towards increasing the supply of housing with a goal of attaining affordable housing.

Analysis

Planning staff has developed a framework to regulate residential development based on how well it “fits” onto a lot. This is in contrast to regulating development by permissions and exclusions based on dwelling type or number of dwelling units. The advantage of this approach is that it provides flexibility to both the City and developers, allowing a greater range of housing types that are compatible with the surrounding neighbourhood.

The evaluation of residential development under this framework will be based on performance standards, with metrics varying according to the lot’s zone:

- Building setbacks from lot lines;
- Maximum height of building;
- Maximum lot coverage percent;
- Minimum front yard landscaping percent;
- Ability to accommodate required parking on the site.

As part of the review process for this application, a number of internal staff meetings were held regarding the proposed changes. Planning staff has developed revisions that will greatly simplify the proposed framework as well as

improve its overall implementation and understandability. Consequently, Planning staff are recommending that this application be postponed to the March 18, 2024 Council meeting to provide new public notice and to incorporate these technical improvements as they differ from the previously provided public notice.

The suggested changes are predominantly technical in nature, with the fundamental objective of regulating development based on performance standards remaining unchanged.

Financial Implications

Postponement of this application does not impact municipal finances.

Strategic Plan / Policy Impact / Climate Impact

Postponement of this application is not linked to any policies contained within the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated January 29, 2024 concerning A-1-24-OP Regulatory Flexibility for Residential Development be received and that Council postpone this application to the March 18, 2024 Council meeting.

Respectfully submitted,

Jonathan Kircal
Planner
705.759.6227
j.kircal@cityssm.on.ca

January 18, 2024

Dear community partners:

As you are likely aware, in August 2023, the Ontario government announced a provincial strategy to strengthen public health in Ontario. The initiatives in the strategy include clarifying the roles and responsibilities of public health, supporting voluntary mergers of local public health, and reviewing the Ministry's funding methodology for public health.

In this context, the Boards of Health for Algoma Public Health and Public Health Sudbury & Districts are currently undertaking a process to explore a potential merger of the two public health units. We wanted to reach out directly to make sure there was indeed awareness of our current exploratory discussions and provide your council or board with an initial opportunity to comment if you so wish.

In October 2023, the Ontario Ministry of Health identified three desired outcomes to be achieved through voluntary mergers of local public health agencies (LPHAs). The Ministry's desired outcomes are:

- A public health system where all LPHAs have the critical mass and capacity needed to optimize performance and meet unexpected surges in demand.
- A public health system where all LPHAs have the skilled personnel and competencies needed to fully deliver core public health services.
- A cohesive public health system that better aligns with community and system partners to support progress on improving population health outcomes while reducing health inequities.

Our respective Boards of Health are likely to consider the results of the joint feasibility study and then make independent Board decisions in February 2024 to proceed or not with a proposal to government for a voluntary merger.

We invite your council or board to provide us with any initial comments you may have so we can be mindful of them as we have these exploratory discussions.

Our commitment to you, and all our community partners, is that if there are future Board of Health decisions on this proposed merger and after we have received Ministry approval to proceed, we will involve you in the discussions, consultations and work needed to inform the implementation planning.

If you have any questions or comments, please contact us directly:

Algoma Public Health: BOH@algotmapublichealth.ca;

Public Health Sudbury & Districts: quesnelr@phsd.ca.

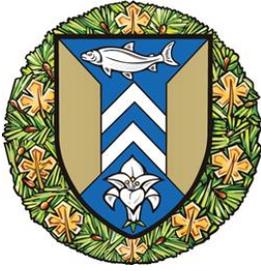
Best regards,



Sally Hagman
Board of Health Chair
Algoma Public Health



René Lapierre
Board of Health Chair
Public Health Sudbury & Districts



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

January 29, 2024

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Nicole Ottolino, Director of Human Resources
DEPARTMENT: Legal Department
RE: Recruitment of Deputy CAO, Community Development and Enterprise Services

Purpose

The purpose of this report is to obtain Council approval of the process to recruit a Deputy CAO, Community Development and Enterprise Services, and to appoint a member of Council to the Selection Committee.

Background

The current Deputy CAO, Community Development and Enterprise Services, Tom Vair, has been selected as the Chief Administrative Officer (CAO) effective February 1, 2024, creating a vacancy.

Analysis

Representatives of the Legal Department, Human Resources and Community Development and Enterprise Services have met to determine a recommended recruitment process as follows:

- Appoint a member of Council to the Selection Committee. Other members of the Committee include CAO and Director of Human Resources;
- CAO and Director of Human Resources to develop job description, qualifications and criteria for approval by the Committee;
- Position to be posted internally and externally (no consultant required);
- Resumés to be received by Human Resources by a specific date;
- Short list of candidates chosen by the Selection Committee based on a pre-determined scoring matrix;
- Interview questions finalized by Selection Committee;
- Interviews scored against ideal responses;
- In the event that the process results in tied scores, a second round of interviews may be held;
- Recommendation made to Council in closed session;
- Offer of employment extended and selection finalized;
- Approval of appointment by-law at an open Council meeting;
- Announcement issued.

Upon reviewing the existing guidelines for selection of senior staff it is noted that updates and improvements could be made. Staff recommend bringing revised guidelines to a future meeting of Council for consideration.

Financial Implications

The only financial implication to the recruitment process is the cost of advertising, which can be absorbed by the Human Resources budget.

Strategic Plan / Policy Impact / Climate Impact

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

There are no identifiable climate impacts.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that:

- Councillor _____ be appointed to the Selection Committee to recruit a Deputy CAO, Community Development and Enterprise Services;
- the recruitment process as outlined in this report be approved; and that
- staff be requested to bring revised guidelines for the recruitment and selection of senior staff to a future meeting of Council for consideration.

Respectfully submitted,

Nicole Ottolino

Director of Human Resources

705.759.5366

n.ottolino@cityssm.on.ca

Rachel Tyczinski

Subject: Sault Ste. Marie and French Language Services

From: Peterson, David
Sent: Tuesday, January 16, 2024 6:15 PM
To: Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>
Subject: Re: Sault Ste. Marie and French Language Services

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

Your Worship.

First, let me congratulate you and your council on your outstanding leadership.

It takes courage, generosity and intelligence to face problems and rectify some of our mistakes of the past..

I remember vividly the debates of 1990 and the unnecessary hurt it imposed on so many people not just in Sault St.Marie, but across our country.

It warms my heart that you and your colleagues are showing such enlightened leadership.

You have my one hundred percent support. This will set a positive example for all, and for that I am grateful.

With warm wishes and respect for you all.

Hon. David Peterson

On Jan 16, 2024, at 3:23 PM, Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca> wrote:

Premier Peterson,

I write today as the Mayor of Sault Ste. Marie. As you may recall, many years ago (in 1990), Sault Ste. Marie was a flashpoint in the debates over your government's Bill 8 and the Meech Lake Accord when our City Council passed what became known as the "English-only Resolution". The resolution, essentially an attempt to codify English as the working language of the municipality, was struck down several years later by the Ontario Superior Court of Justice. The scars that the resolution left are deep and lasting. However, it is a new day in Sault Ste. Marie, and the relationship between the English majority and French minority has never been warmer. In an attempt to heal the divisions of the past, my Council is looking to pass the resolution that is embedded below. It would be tremendously appreciated if you, as the Premier of the day when the English only resolution was passed, would consider providing your support and endorsement of this new resolution. We hope and anticipate this matter will be debated on January 29, 2024.

Thank you in advance for your consideration,
Matt

WHEREAS since the first contact of Europeans with the Indigenous inhabitants of this area, Sault Ste. Marie's history has been intertwined with French culture and language; and

WHEREAS Étienne Brûlé is believed to be the first settler to ever set foot in Bawating in 1622; 402 years ago. Brule identified the area on Samuel de Champlain's 1632 map as "Sault", giving Sault Ste. Marie the distinction of being the oldest cartographically-recorded community in Ontario; and

WHEREAS Étienne Brûlé claimed the area of Bawating for France, naming it “Sault de Gaston”, after the brother of the then-King of France, Louis XIII;

WHEREAS Father Jacques Marquette, a Jesuit priest, established the first permanent settler mission in 1689, and adopted Sault de Sainte Marie as the name of the settlement, in effect ridding the area of its connection to the brother of the King, and honouring the Virgin Mary, all the while maintaining the name “Sault”, which is the traditional French word for rapids; and

WHEREAS since 1622 there has been a French presence in the area, and a French name for the post-contact community we know today as Sault Ste. Marie;

WHEREAS over the course of 150+ years since confederation, Sault Ste. Marie has developed into the commercial centre of the Algoma District, which proudly boasts a French population of roughly 10%, and Sault Ste Marie welcomes and encourages its district neighbours to travel to and visit Sault Ste Marie; and

WHEREAS the Corporation of the City of Sault Ste. Marie’s relationship toward its Francophone residents has not always been respectful and productive; and

WHEREAS Council of the City of Sault Ste. Marie passed a resolution, commonly referred to as the “English-only” resolution in 1990 which fractured relations between the municipality and the Francophone community; and

WHEREAS in June 1994 the Ontario Court, General Division, struck the 1990 Council resolution down and declared it ultra vires the municipality’s authority; and

WHEREAS in January 2010, Mayor John Rowswell apologized to all Francophones in Canada on behalf of the municipality for the 1990 resolution; and

WHEREAS it is Council’s desire to improve the relationship between the Corporation of the City of Sault Ste. Marie and its Francophone residents;

NOW THEREFORE BE IT RESOLVED THAT the Chief Administrative Officer ensure, through scheduling of existing employees, or filling vacancies that arise for resident-facing staff, that there is the ability for Francophone residents to access municipal services in French on a go-forward basis.

Matthew Shoemaker

Mayor, Sault Ste. Marie

www.MatthewShoemaker.ca

CITY OF SAULT STE. MARIE

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

Individuals who submit written correspondence or information to the City should be aware that any personal information contained in their communications may become part of the public record and made available to the public through the Council Agenda process or that of a committee of Council or a local board.

This message, including any attachments, is privileged and may contain confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. Communication by email is

not a secure medium and, as part of the transmission process, this message may be copied to servers operated by third parties while in transit. Unless you advise us to the contrary, by accepting communications that may contain your personal information from us via email, you are deemed to provide your consent to our transmission of the contents of this message in this manner. If you are not the intended recipient or have received this message in error, please notify us immediately by reply email and permanently delete the original transmission from us, including any attachments, without making a copy.



Backgrounder City Council, January 29, 2024

Sault College

- Sault College employs more than 320 full-time and approximately 400 part-time staff members. This employment provides about \$43 million in salaries annually.
- Sault College offers 70 programs in Sault Ste. Marie, five programs on its Brampton campus, and seven programs on its Toronto Campus.
- An economic impact study from 2021 found that Sault College added more than \$170.6 million in income to the Algoma District.
- Sault College has a public-private partnership with triOS College with campuses in Brampton and Toronto.
- Sault College and triOS College, our partner, have taken a responsible growth approach to enrolment throughout the tenure of the partnership.
- Enrolment (SSM):
 - 1,344 domestic
 - 999 international
- Enrolment at our public-private partner, triOS College (Brampton and Toronto campuses)
 - 2,825 international
- triOS College partnership provides approximately one-third of Sault College's revenue, which is equivalent to \$40 million annually.
- All revenue from our partner college has been invested in Sault College to renew existing infrastructure, purchase equipment for training and is currently targeted at building a new student residence and sports field.

- Tuition and ancillary fees for a Sault College Business program for one year is \$16,920 for an international student versus \$3,798 for a domestic student.
 - In comparison, according to Trent University website, annual tuition and ancillary fees for international undergraduate degree program is just over \$31,000, while tuition and ancillary fees for a domestic student are approximately \$8,400.
- The provincial government invests in domestic students through operating grants. The average operating grant per student is \$6,973 for colleges and \$8,305 for universities.
- The Blue-Ribbon Panel found that Ontario invests significantly less in college students than other provinces. In fact, college students receive only 44 per cent of the public investment that students receive in other parts of Canada.
- Ontario university tuition is the fourth highest in the country, while college tuition is eighth nationally.
- Our international students bring a wealth of cultural diversity, enriching our campuses and communities and fostering a global perspective among all our students and residents.
- Beyond our campus, international students contribute substantially to the local economy. Their spending in local businesses, housing, and services is an integral part of our city's economic fabric.
- We pride ourselves on our ethical recruitment of international students and our comprehensive support services ensuring they have a positive educational experience.
- All Sault College international students, across all campuses, are recruited by approved and trusted international liaisons who help answer questions about Sault College, its programs, and provide application support.
- Students enrolled in programs offered through the triOS public-private partnership campuses are Sault College students. They receive a Sault College credential, the education is held to the same high standards of academic rigor, and they are provided with comparable and comprehensive wrap-around support services to those offered at Sault College. Some of these supports include:
 - Access to Student Housing Coordinators, housing information sessions, property listings dedicated to Sault College students, and more.
 - Career and employment support
 - Community integration strategies

- 24/7 Mental Wellness Helpline through the Study Insured-Stay Healthy at School program.

Provincial Data from Ontario Colleges Only (from fall 2023)

- Total domestic student enrolment across all 24 publicly funded Ontario colleges was nearly 161,000.
- Total international student enrolment across all 24 publicly funded Ontario colleges was almost 156,000. *This excludes enrolment through public-private partnerships.*
- Nearly 61,000 international students were enrolled in Ontario through public-private partnerships.
- 16 of 24 publicly funded colleges were engaged in public-private partnerships.



P.O Box 20134
Sault Ste. Marie, ON
P6A 6W3

The Corporation of the City of Sault Ste. Marie

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

January 26, 2024

To His Worship Mathew Shoemaker and City Councilors

We are writing to you on behalf of the Sault Ste. Marie Chamber of Commerce, which represents over 600 businesses and 15,000+ employees in our region. We are deeply concerned about the recent announcement of a cap on the number of new international student permits issued for 2024, which will affect many students who want to study and work in Canada, especially those who are enrolled in private public partnership colleges such as Sault College.

As you may know, private public partnership colleges are contractual arrangements between public colleges of applied arts and technology in Ontario and third parties for the delivery of college programs leading to an Ontario college credential. These partnerships allow public colleges to expand their reach and offer more programs and opportunities to international students, while ensuring the quality and standards of the public college system.

International students who study at private public partnership colleges are a vital part of our local economy and community. They contribute to the diversity, innovation and competitiveness of our businesses and industries. They also enrich our cultural and social fabric with their skills, talents and perspectives. Many of them choose to stay and work in Sault Ste. Marie after graduating, filling the labour market gaps and creating jobs.

The post-graduation work permit program is an essential pathway for international students to gain valuable Canadian work experience and transition to permanent residency. By limiting the number of permits available, the government is effectively closing the door for many potential immigrants who have the qualifications, motivation and potential to contribute to our community's growth and prosperity.

For example, in 2019-2020 pre-pandemic the college injected \$355.1 million in total economic impact into the Sault Ste. Marie economy consisting of:

- \$99.3 million in operational spending
- \$9.9 million in construction
- \$44.2 million in student spending
- \$203.8 million in Alumni impact
- Jobs supported 2,448

We urge the council to support the proposed resolutions directed to the Provincial and Federal government supporting Sault College.

Thank you for your attention and consideration. We hope to hear from you soon.

Respectfully,



Derek Jackson, President
Sault Ste. Marie Chamber of Commerce
Commerce
W: (705) 941-5745
Email: derekjackson@mcdougallenergy.com



Rory Ring, CEO
Sault Ste. Marie Chamber of
Commerce
W: 705-255-4361
Email: rory@ssmccoc.com

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-5

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street a portion of Queen Street East described as Block 7 and Block 8 on Plan 1M448.

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 a portion of Queen Street East described as PIN 31486-0007 (LT) PCL 7-1 SEC 1M448; BLK 7 PL 1M448 RANKIN LOCATION; SAULT STE. MARIE, and PIN 31486-0008 (LT) PCL 8-1 SEC 1M448; BLK 8 PL 1M448 RANKIN LOCATION; SAULT STE. MARIE, Peer Subdivision.

2. **EFFECTIVE DATE**

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

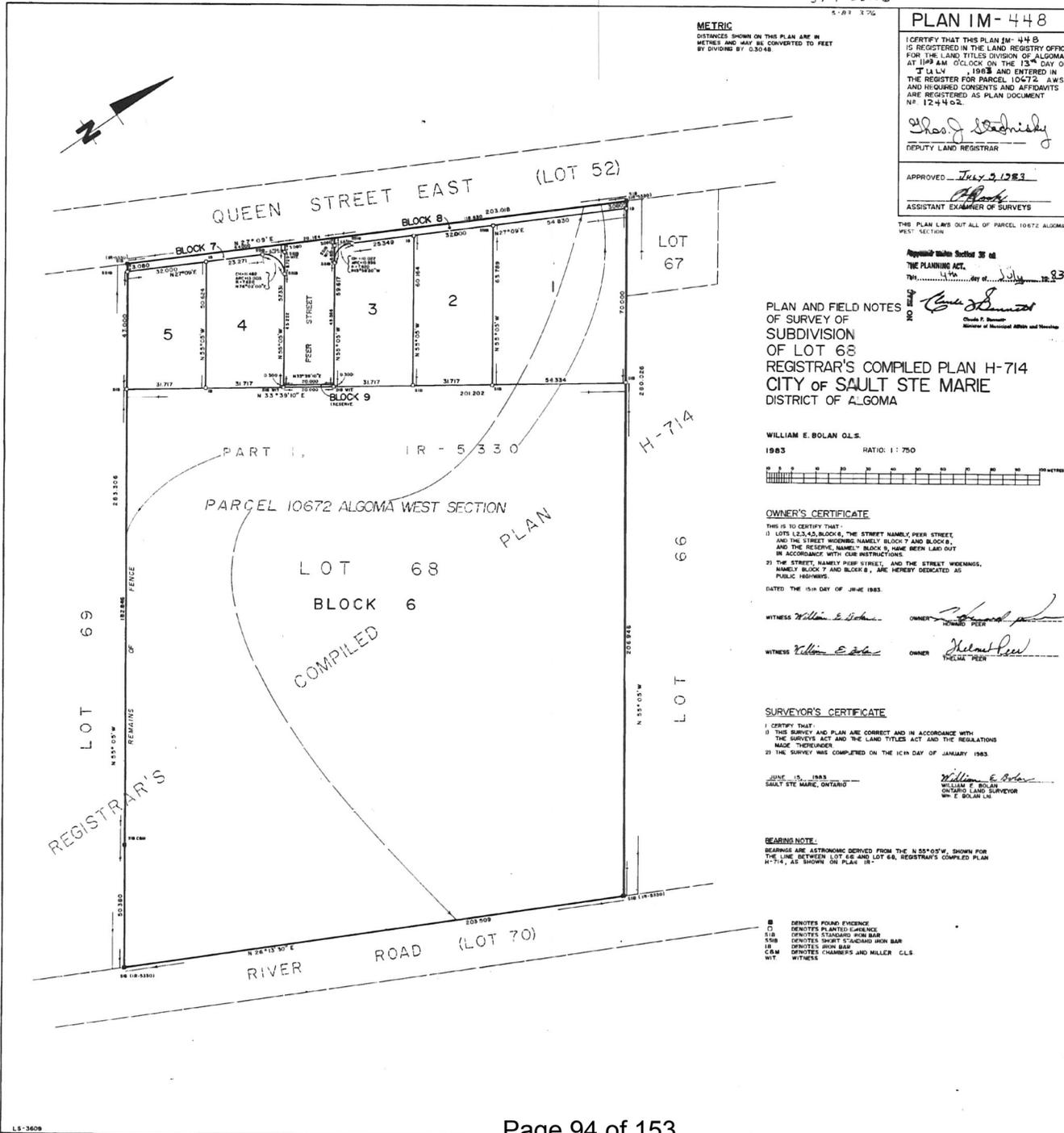
PASSED in open Council this 29th day of January, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

117-448

577 #2006



METRIC
DISTANCES SHOWN ON THE PLAN ARE IN METRES AND MAY BE CONVERTED TO FEET BY DIVIDING BY 0.3048

PLAN IM-448
I CERTIFY THAT THIS PLAN IM-448 IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF ALGOMA AT 1:14 P.M. O'CLOCK ON THE 13TH DAY OF JULY, 1983 AND ENTERED IN THE REGISTER FOR PARCEL 10672 A.W.S. AND REQUIRED CONSENTS AND AFFIDAVITS ARE REGISTERED AS PLAN DOCUMENT NO. 124402.
Shas J. Stehnick
DEPUTY LAND REGISTRAR

APPROVED July 5, 1983
Shas J. Stehnick
ASSISTANT EXAMINER OF SURVEYS

THIS PLAN LAYS OUT ALL OF PARCEL 10672 ALGOMA WEST SECTION

Approved Under Section 35 of the PLANNING ACT.
This Plan is valid from the 1st day of July 1983.
William E. Bolan
Deputy Registrar

PLAN AND FIELD NOTES OF SURVEY OF SUBDIVISION OF LOT 68 REGISTRAR'S COMPILED PLAN H-714 CITY OF SAULT STE MARIE DISTRICT OF ALGOMA

WILLIAM E. BOLAN O.L.S.
1983 RATIO: 1:750
Scale bar showing 0 to 100 METRES

OWNER'S CERTIFICATE
THIS IS TO CERTIFY THAT 1) LOTS 2,3,4,5, BLOCK 6, THE STREET NAMELY PEER STREET AND THE STREET WORKING NAMELY BLOCK 7 AND BLOCK 8, AND THE RESERVE, NAMELY BLOCK 9, HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS. 2) THE STREET, NAMELY PEER STREET, AND THE STREET WORKINGS, NAMELY BLOCK 7 AND BLOCK 8, ARE HEREBY DEDICATED AS PUBLIC HIGHWAYS.
DATED THE 15th DAY OF JUNE 1983.

WITNESS *William E. Bolan* OWNER *Thelma Peen*
WITNESS *William E. Bolan* OWNER *Thelma Peen*

SURVEYOR'S CERTIFICATE
I CERTIFY THAT 1) THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER. 2) THE SURVEY WAS COMPLETED ON THE 16th DAY OF JANUARY 1983.
JUNE 15, 1983
SAULT STE MARIE, ONTARIO
William E. Bolan
WILLIAM E. BOLAN
ONTARIO LAND SURVEYOR
W. E. BOLAN L.H.

BEARINGS NOTE:
BEARINGS ARE ASTROMONIC DERIVED FROM THE N 55° 02' W, SHOWN FOR THE LINE BETWEEN LOT 68 AND LOT 69, REGISTRAR'S COMPILED PLAN H-714, AS SHOWN ON PLAN IR

8 DENOTES FOUND FENCE
C DENOTES PLANTED CANTON
S.B. DENOTES STANDARD IRON BAR
S.S.B. DENOTES SHORT STANDARD IRON BAR
I.B. DENOTES IRON BAR
C.M. DENOTES CHAMBERS AND MILLER C.L.S.
WT. DENOTES WITNESS

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2024-6

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of Queen Street East in the Peer Subdivision, Parts 4 and 5 on Plan 1R14115 to the abutting owners.

WHEREAS the street more particularly described as a portion of Queen Street East described as PART PIN 31486-0007 (LT) PT BLK 7 PL 1M448 BEING PART 4 ON 1R14115 RANKIN LOCATION; SAULT STE. MARIE, and PART PIN 31486-0008 (LT) BLK 8 PL 1M448 BEING PART 5 ON 1R14115 RANKIN LOCATION; SAULT STE. MARIE, in the Peer Subdivision, Plan 1M448 was established as a public street and assumed for public use by By-law 2024-5;

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 street more particularly described as a portion of Queen Street East described as PART PIN 31486-0007 (LT) PT BLK 7 PL 1M448 BEING PART 4 ON 1R14115 RANKIN LOCATION; SAULT STE. MARIE, and PART PIN 31486-0008 (LT) BLK 8 PL 1M448 BEING PART 5 ON 1R14115 RANKIN LOCATION; SAULT STE. MARIE, in the Peer Subdivision, Plan 1M448, 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 to the abutting owners.

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.

Passed in open Council this 29th day of January, 2024.

MAYOR – MATTHEW SHOEMAKER

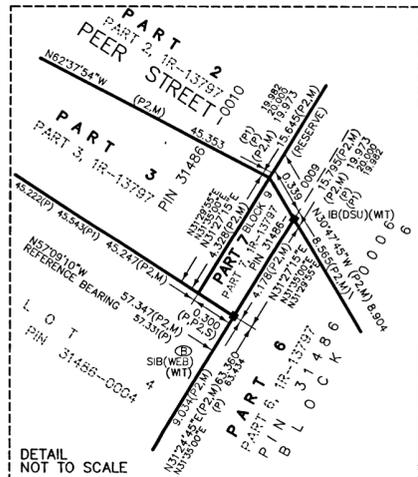
CITY CLERK – RACHEL TYCZINSKI

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

PLAN OF SURVEY OF
PEER STREET
 PART OF BLOCKS 6, 7, 8 AND 9
 REGISTERED PLAN 1M-448
 RANKIN LOCATION
 NOW IN THE
 CITY OF SAULT STE. MARIE
 DISTRICT OF ALGOMA

SCALE: 1 : 300

 Monument Urso Surveying Ltd.



METRIC NOTE

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

INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM REAL TIME KINETIC OBSERVATIONS USING MONUMENTS 'A' AND 'B' HAVING A BEARING OF N57°09'10"W UTM ZONE 16 NAD 83 (CSRS)(2010.0) COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10.

POINT ID	NORTHING	EASTING
ORP A	5156510.503	711415.076
ORP B	5156481.068	711460.667
ORP C	5156525.178	711429.164

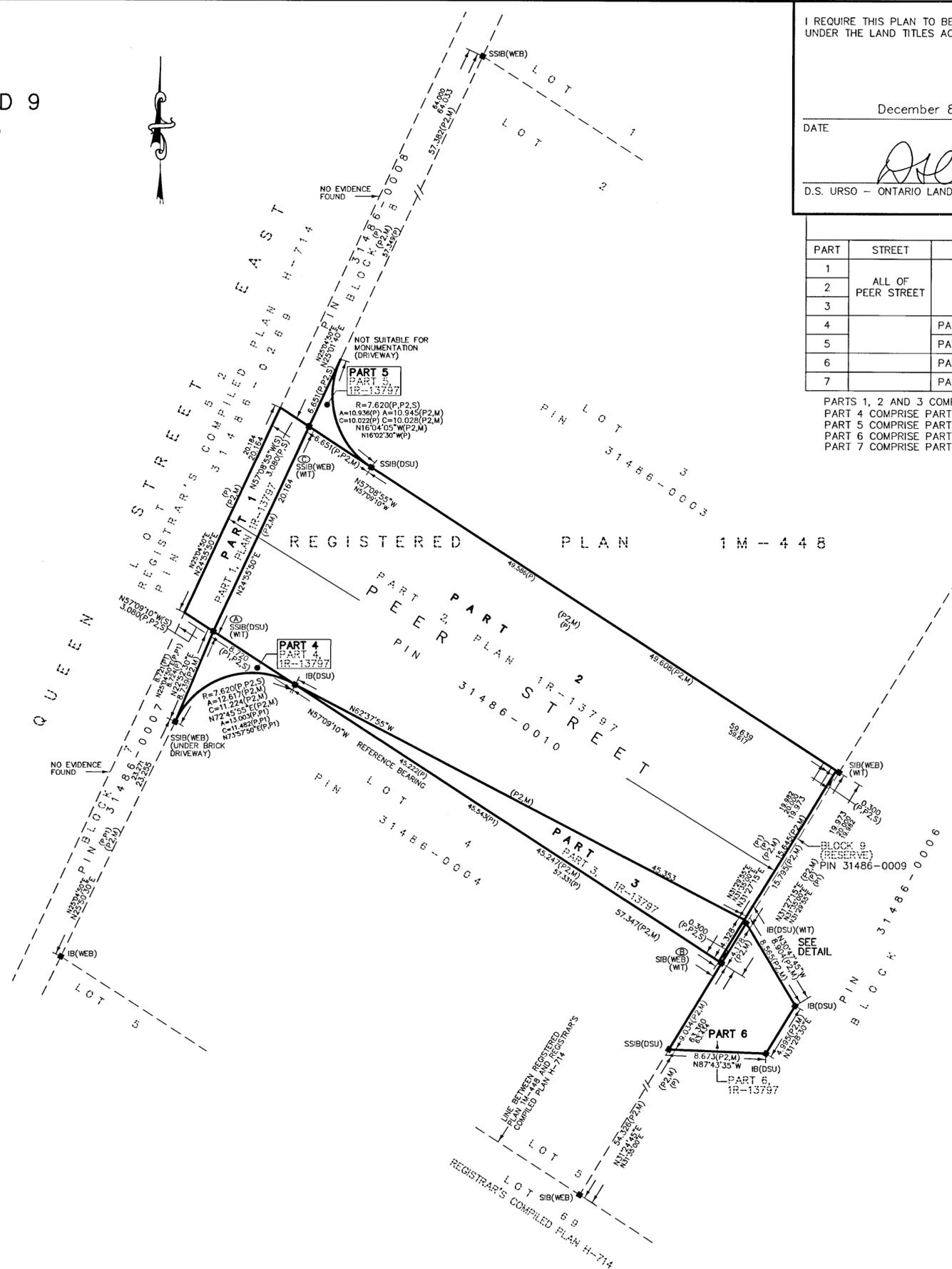
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

SCALE FACTOR NOTE

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 1.000386.

ROTATION NOTE

FOR BEARING COMPARISONS, A ROTATION OF 2°04'10" COUNTER CLOCKWISE WAS APPLIED TO REGISTERED PLAN 1M-448 TO CONVERT TO GRID BEARINGS.



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

PLAN 1R-14115

December 8, 2023

RECEIVED AND DEPOSITED

DATE

December 11th, 2023

DATE

D. Urso
 D.S. URSO - ONTARIO LAND SURVEYOR

John Bolan
 REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ALGOMA (N^o 1)

SCHEDULE					
PART	STREET	BLOCK	PLAN	AREA	PIN
1	ALL OF PEER STREET		REGISTERED PLAN 1M-448	61.51 Sq.m.	PART OF 31486-0010
2				1006.03 Sq.m.	PART OF 31486-0010
3				94.50 Sq.m.	PART OF 31486-0010
4		PART OF 7		18.37 Sq.m.	PART OF 31486-0007
5		PART OF 8		8.99 Sq.m.	PART OF 31486-0008
6		PART OF 6		68.93 Sq.m.	PART OF 31486-0006
7		PART OF 9		1.28 Sq.m.	PART OF 31486-0009

PARTS 1, 2 AND 3 COMPRISE ALL OF PIN 31486-0010
 PART 4 COMPRISE PART OF PIN 31486-0007
 PART 5 COMPRISE PART OF PIN 31486-0008
 PART 6 COMPRISE PART OF PIN 31486-0006
 PART 7 COMPRISE PART OF PIN 31486-0009

LEGEND

- DENOTES FOUND EVIDENCE
- DENOTES PLANTED MONUMENT
- IB DENOTES IRON BAR
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- M DENOTES MEASURED
- P DENOTES REGISTERED PLAN 1M-448
- P1 DENOTES PLAN BY D.S. URSO, O.L.S., FILE U-9574-1
- P2 DENOTES DEPOSITED PLAN 1R-13797
- S DENOTES SET
- WIT DENOTES WITNESS
- WEB DENOTES W.E. BOLAN, O.L.S.
- DSU DENOTES D.S. URSO SURVEYING LTD.
- PIN DENOTES PROPERTY IDENTIFICATION NUMBER

BEARING NOTE

BEARINGS ARE UTM GRID DERIVED FROM REAL TIME KINETIC OBSERVATIONS ON MONUMENTS 'A' AND 'B', SHOWN HEREON, HAVING A BEARING OF N57°09'10"W AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE OF UTM ZONE 16 NAD 83 (CSRS)(2010.0).

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON NOVEMBER 24, 2023.

December 8, 2023
 SAULT STE. MARIE, ONTARIO

D. Urso
 D.S. URSO
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER: V-67356

Monument Urso Surveying Ltd.
 Ontario Land Surveyors • Canada Land Surveyors
 Planning Consultants
 536 "C" FOURTH LINE EAST SAULT STE. MARIE ONT. P6A 6J8 TEL: (705) 254-7851 FAX: (705) 254-5571
 DRAWN: KF FIELD: MI / LL FILE No: U-11736-1
 CHECKED: DSU

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2024-7

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of part of Peer Street and a 0.30m Reserve (Block 9) in the Peer Subdivision, Plan 1M448.

WHEREAS the street more particularly described as a portion of Peer Street described as PART PIN 31486-0010 (LT) PART PEER ST PL 1M448 RANKIN LOCATION; BEING PARTS 2 & 3 ON 1R14115; SAULT STE. MARIE and 0.30m Reserve on the Easterly limit of Peer Street described as PIN 31486-0009 (LT) PCL 9-1 SEC 1M448; BLK 9 PL 1M448 RANKIN LOCATION; SAULT STE. MARIE, in the Peer Subdivision, Plan 1M448 was established as a public street and assumed for public use by By-law 2018-17;

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 street more particularly described as a portion of Peer Street described as PART PIN 31486-0010 (LT) PART PEER ST PL 1M448 RANKIN LOCATION; BEING PARTS 2 & 3 ON 1R14115; SAULT STE. MARIE and 0.30m Reserve on the Easterly limit of Peer Street described as PIN 31486-0009 (LT) PCL 9-1 SEC 1M448; BLK 9 PL 1M448 RANKIN LOCATION; SAULT STE. MARIE, in the Peer Subdivision, Plan 1M448, 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:

- (a) a portion of Peer Street described as PART PIN 31486-0010 (LT) PART PEER ST PL 1M448 RANKIN LOCATION; BEING PART 2 ON 1R14115; SAULT STE. MARIE and 0.30m Reserve on the Easterly limit of Peer Street described as PIN 31486-0009 (LT) PCL 9-1 SEC 1M448; BLK 9 PL 1M448 RANKIN LOCATION; SAULT STE. MARIE is authorized to the owner(s) of PIN 31486-0006; and
- (b) a portion of Peer Street described as PART PIN 31486-0010 (LT) PART PEER ST PL 1M448 RANKIN LOCATION; BEING PART 3 ON 1R14115; SAULT STE. MARIE is authorized to the abutting owner.

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. **BY-LAW 2018-18 REPEALED**

By-law 2018-18 is hereby repealed.

5. **EFFECTIVE DATE**

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

Passed in open Council this 29th day of January, 2024.

MAYOR – MATTHEW SHOEMAKER

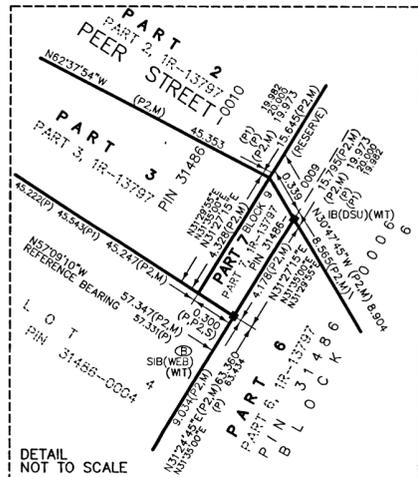
CITY CLERK – RACHEL TYCZINSKI

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

PLAN OF SURVEY OF
PEER STREET
 PART OF BLOCKS 6, 7, 8 AND 9
 REGISTERED PLAN 1M-448
 RANKIN LOCATION
 NOW IN THE
 CITY OF SAULT STE. MARIE
 DISTRICT OF ALGOMA

SCALE: 1 : 300

 Monument Urso Surveying Ltd.



METRIC NOTE

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

INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM REAL TIME KINETIC OBSERVATIONS USING MONUMENTS 'A' AND 'B' HAVING A BEARING OF N57°09'10"W UTM ZONE 16 NAD 83 (CSRS)(2010.0) COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10.

POINT ID	NORTHING	EASTING
ORP A	5156510.503	711415.076
ORP B	5156481.068	711460.667
ORP C	5156525.178	711429.164

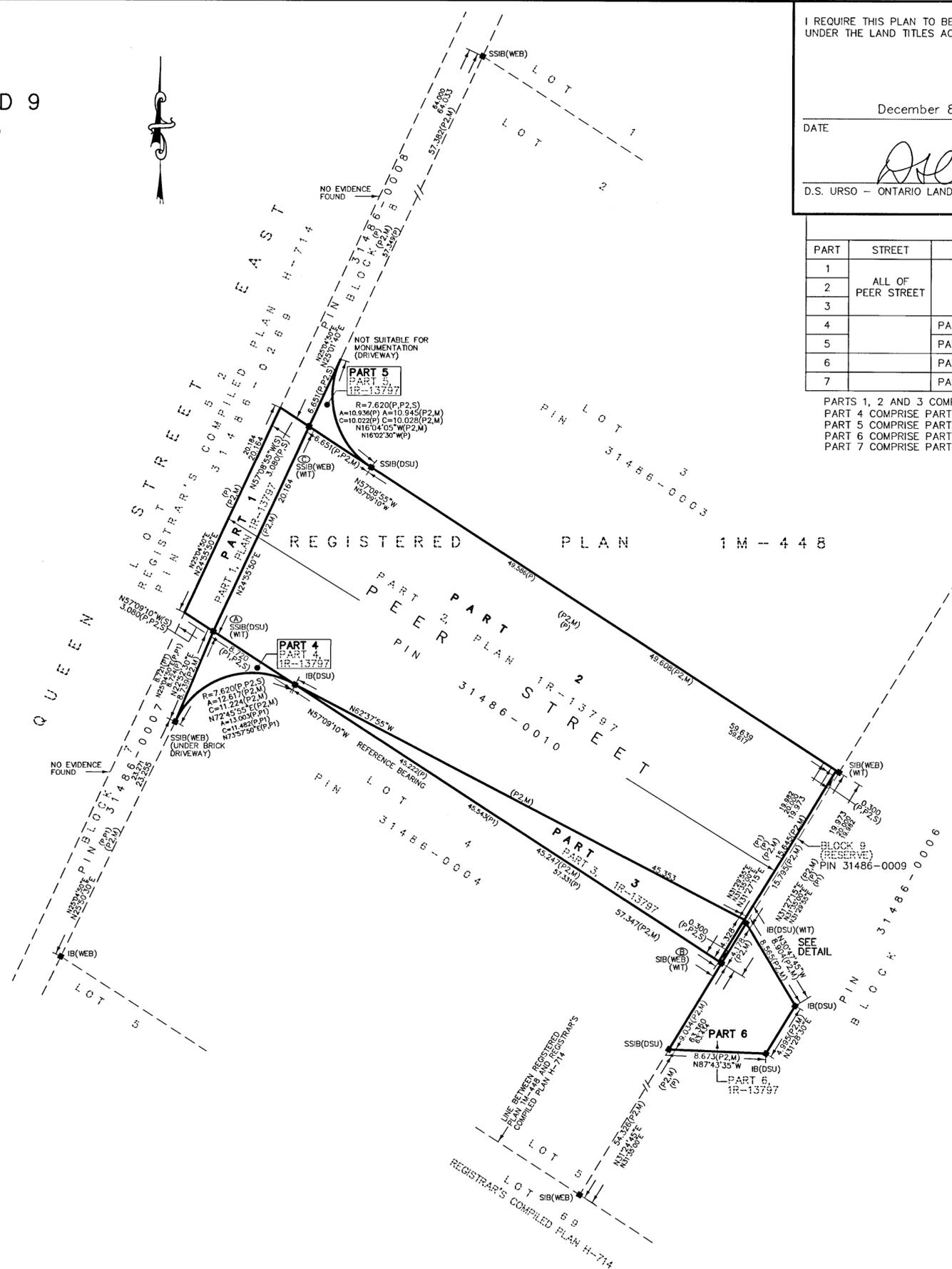
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

SCALE FACTOR NOTE

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 1.000386.

ROTATION NOTE

FOR BEARING COMPARISONS, A ROTATION OF 2°04'10" COUNTER CLOCKWISE WAS APPLIED TO REGISTERED PLAN 1M-448 TO CONVERT TO GRID BEARINGS.



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

December 8, 2023

DATE

D. Urso
 D.S. URSO - ONTARIO LAND SURVEYOR

PLAN 1R-14115

RECEIVED AND DEPOSITED

December 11th, 2023

DATE

John Bolan
 REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ALGOMA (N^o 1)

SCHEDULE					
PART	STREET	BLOCK	PLAN	AREA	PIN
1	ALL OF PEER STREET		REGISTERED PLAN 1M-448	61.51 Sq.m.	PART OF 31486-0010
2				1006.03 Sq.m.	PART OF 31486-0010
3				94.50 Sq.m.	PART OF 31486-0010
4		PART OF 7		18.37 Sq.m.	PART OF 31486-0007
5		PART OF 8		8.99 Sq.m.	PART OF 31486-0008
6		PART OF 6		68.93 Sq.m.	PART OF 31486-0006
7		PART OF 9		1.28 Sq.m.	PART OF 31486-0009

PARTS 1, 2 AND 3 COMPRISE ALL OF PIN 31486-0010
 PART 4 COMPRISE PART OF PIN 31486-0007
 PART 5 COMPRISE PART OF PIN 31486-0008
 PART 6 COMPRISE PART OF PIN 31486-0006
 PART 7 COMPRISE PART OF PIN 31486-0009

LEGEND

- DENOTES FOUND EVIDENCE
- DENOTES PLANTED MONUMENT
- IB DENOTES IRON BAR
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- M DENOTES MEASURED
- P DENOTES REGISTERED PLAN 1M-448
- P1 DENOTES PLAN BY D.S. URSO, O.L.S., FILE U-9574-1
- P2 DENOTES DEPOSITED PLAN 1R-13797
- S DENOTES SET
- WIT DENOTES WITNESS
- WEB DENOTES W.E. BOLAN, O.L.S.
- DSU DENOTES D.S. URSO SURVEYING LTD.
- PIN DENOTES PROPERTY IDENTIFICATION NUMBER

BEARING NOTE

BEARINGS ARE UTM GRID DERIVED FROM REAL TIME KINETIC OBSERVATIONS ON MONUMENTS 'A' AND 'B', SHOWN HEREON, HAVING A BEARING OF N57°09'10"W AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE OF UTM ZONE 16 NAD 83 (CSRS)(2010.0).

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON NOVEMBER 24, 2023.

December 8, 2023
 SAULT STE. MARIE, ONTARIO

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 DRAWN: KF FIELD: MI / LL FILE No: U-11736-1
 CHECKED: DSU

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-8

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Innovation Centre for the contract extension of the Geographic Information System (GIS) 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 January 1, 2024 between the City and Sault Ste. Marie Innovation Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for the contract extension of the Geographic Information System (GIS) 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 29th day of January, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

I:\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-8 Innovation Centre GIS Agreement.docx

Schedule "A"

THIS AGREEMENT made the 1st day of January, 2024

BETWEEN:

SAULT STE. MARIE INNOVATION CENTRE

(hereinafter referred to as the "Consultant")

OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF

SAULT STE. MARIE

(together hereinafter referred to as the "Client")

OF THE SECOND PART

WHEREAS

- A) The Consultant is in the business of providing geomatics services; and
- B) The Client wishes to retain the Consultant to provide geomatics services and maintain the geomatics solution currently in place.

IN CONSIDERATION of the premises and the mutual covenants and agreements contained herein the parties hereto agree as follows:

1. SERVICES

- 1.1.** The Client hereby retains the Consultant to provide and maintain a geographic information system (the "Services"), the description, stages, terms and conditions of which are set forth in Schedule A which forms an integral part of this agreement.
- 1.2.** Schedule A to this Agreement will continue to be modified after this Agreement is signed, over time and in accordance with the project, schedule and milestones referred to in Schedule A. The parties acknowledge that the Schedule and the milestones therein may have to be adjusted from time to time based on experience. Schedule A shows the state of development of the planning to date and all additions and changes to Schedule A are intended to be incorporated into and form part of this Agreement as they are made. Notwithstanding the foregoing the parties agree that no changes to Schedule A will be effective without the prior written consent of both parties.

2. APPLICABLE CHARGES

- 2.1.** Schedule A sets forth the fees payable by the client for the services.
- 2.2.** All sales taxes, Goods and Services Taxes and other taxes applicable to the Services shall be in addition to the fees.
- 2.3.** The Consultant will submit invoices of all applicable charges incurred by it in respect to the Services on a monthly basis and any invoice submitted shall be due and payable within 30 days of receipt by the Client.

3. TERM

- 3.1.** The term of this agreement shall be for two years from January 1st, 2024 to and including December 31st, 2025.
- 3.2.** If this agreement is not renewed, the Consultant shall deliver to the Client all data and source code for the customized applications and data models developed pursuant to this Agreement. All costs associated with the relocation of the geographic information system shall be the responsibility of the Client.

4. TERMINATION

- 4.1.** If either party (the "Defaulting Party") shall at any time neglect, fail or refuse to perform under any of the provisions of this Agreement, then the other party may serve upon the Defaulting Party, notice of intention to terminate this Agreement, which notice shall specify the alleged neglect, failure or refusal and shall be served by registered mail, and, if within thirty (30) days after the date of service of this notice, the Defaulting Party shall not have fully cured all the defaults indicted in the notice, or presented a plan acceptable to the other party to cure these defaults, then upon expiration of the thirty (30) days, the other party may, at its option, elect to terminate this Agreement.
- 4.2. Termination for Convenience**
 - 4.2.1.** The Client may terminate this contract at any time by giving 4 months (120 days) written notice to the other party.
 - 4.2.2.** Upon the termination of this contract under clause 1.1 the Client and Consultant shall negotiate reasonable termination costs identified by the Consultant. The Client will reimburse the Consultant for all documented costs, including reasonable actual cancellation and demobilization or transition charges
- 4.3.** If the Client fails to pay the Consultant as set forth in this Agreement, the Consultant may immediately suspend all activity related to this Agreement upon delivery of written notice to the Client and may, in addition to any other rights it may have under this Agreement or otherwise under law, pursue termination pursuant to 4.1 above.
- 4.4.** The right of either party to terminate this Agreement hereunder shall not be affected by its failure to take action with respect to any previous default.

4.5. In the event of termination, as set forth in this clause, the Consultant shall be paid on a pro rata basis for all Services performed up to the date of termination.

5. **ACCEPTANCE OF DELIVERABLES**

- 5.1. The Client will tell the Consultant in writing within five (5) days of receipt of a paper deliverable and within 90 days of receipt of a data set deliverable whether it accepts or rejects such deliverable. The Client may reject any deliverable which does not comply with the description of work and/or with the Client's standards. If the Client fails to notify the Consultant within the specified time, the Client will accept the deliverable. If the Client rejects it, the Client shall allow the Consultant five days to revise a paper deliverable and 30 days to revise a data set deliverable to render such deliverable acceptable to the Client.
- 5.2. Special customization projects beyond the allotted customization days in the contract will be administered through the Clients Information Technology Division.

6. **STATUS REPORTING**

- 6.1. Information with respect to the status of the work and issues of accomplishments and difficulties shall be addressed at Status Committee meetings and Steering Committee meetings between representatives of the parties. Status reporting procedures shall be further detailed in Schedule A. The Consultant shall provide to the Client an agenda for Steering Committee meetings not less than five working days prior to such meeting and shall provide to the Client sufficient copies of all agendas and reports for delivery to all members of the Steering Committee.

7. **WARRANTY**

- 7.1. The Consultant warrants that the Services will be performed consistent with mutually acceptable industry standards. With respect to software applications this warranty shall be for the duration of the Contract and for software applications delivered within the last six months of the Contract this warranty shall extend to such applications for a period of six months after the date of delivery. This warranty is exclusive and in lieu of all other warranties, whether express or implied. For any breach of this warranty, the Client's exclusive remedy, and the Consultant's entire liability, shall be the re-performance of the Services. If the Consultant is unable to re-perform the Services as warranted, the Client shall be entitled to recover the fees paid to the Consultant for the deficient Services.

8. LIMITATION OF LIABILITY

- 8.1.** In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether or not such damages are foreseeable or whether or not the other party or any other person has been advised of the possibility of such damages.

9. CLIENT OBLIGATIONS

- 9.1.** The Client shall be responsible for the timeliness, accuracy and completeness of any data supplied to the Consultant. If such data is incorrect or incomplete, the Client shall have the option to either correct, complete or otherwise prepare such data or to request in writing that the Consultant correct, complete or otherwise prepare such data at such additional cost as the parties may agree in writing.
- 9.2.** The cost of the fiber connection from the Client to the GIS data warehouse will be funded by the Client.
- 9.3.** The Client shall be responsible to maintain under its care adequate backup materials that will enable the regeneration of files and other data in the event of loss, damage or destruction thereof. The Consultant shall be responsible to back up the GIS Enterprise Geodatabase using Disk to Disk to Disk retaining daily backups for 6 days, weekly for 14 weeks and 4 months. The consultant will also do hourly log backups of the GIS Enterprise Geodatabase between the hours of 6am to 6pm daily (Mon-Fri) on top of the daily backup to allow a more granular recovery point or the ability to data mine the Enterprise Geodatabase.
- 9.4.** The Client shall be responsible for re-engineering work flows resulting from the introduction of the geographic information system and the Consultant will provide such consultation and support as required to assist the Client in this regard.
- 9.5.** The Client shall ensure that the users of the system attend the training sessions provided by the Consultant.
- 9.6.** The Client shall appoint data custodians to ensure all data is kept updated on the system.

10. CLIENT PREMISES

- 10.1.** The Consultant agrees that access to any of the Client's premises by any of the Consultant's employees which is necessary for the performance of the Services shall only be granted by the Client during the normal hours of the Client's premises in question unless otherwise previously authorized by the Client. The Consultant also agrees to observe all of the Client's security requirements and measures in effect at any of the Client's premises to which access is granted by this Agreement.

11. CHANGES IN SCOPE OF WORK

- 11.1. Changes in the scope of work will only be made in strict compliance with the "change request" procedure set forth in Schedule A.

12. CONSULTANT, STAFFING AND TRAINING

- 12.1. The consulting and professional personnel provided by the Consultant shall have appropriate technical and application skills to enable them to perform their duties. The Consultant shall supply the necessary instruction and training to enable the Client to utilize the Services contracted for hereunder. All instructions shall be given by qualified personnel.

13. PROPERTY RIGHTS TO DATA, CONFIDENTIALITY AND SECURITY

- 13.1. The Consultant hereby acknowledges that all data provided by the Client is proprietary to the Client and constitutes valuable, confidential information. The Consultant agrees that it shall keep confidential all such data and shall not disclose or divulge or use any of such data otherwise without the prior written consent of the Client. The Consultant shall maintain reasonable security relating to the data belonging to the Client held at the premises of the Consultant or stored on any computer storage media under the care, custody and control of the Consultant or its agents.
- 13.2. The Consultant agrees that all Client information including: records, files, input materials, forms and other data received, computed, created, used or stored pursuant to this Agreement are the exclusive property of the Client.

14. INTELLECTUAL PROPERTY RIGHTS TO DEVELOPED MODELS AND TOOLS

- 14.1. All developed database models, software tools, training materials are the intellectual property of the Consultant during this Agreement and after any termination of this Agreement.
- 14.2. The Client has full access to the use of all developed database models, software tools, training materials during this Agreement. If this Agreement expires or is terminated, the Client will be supplied with a onetime export of all raw Client owned data and Client pertinent source code for software tools.

15. RELATIONSHIP BETWEEN THE PARTIES

15.1. The Consultant is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

16.0. GOVERNING LAW

16.1. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the Province of Ontario.

17.0. NOTICES

17.1. All notices, demands or other communications including notices of address changes required or permitted to be sent hereunder shall be in writing, and sent either by personal delivery, overnight courier or facsimile or e-mail transmission to the respective address of the parties. Any notice, demand or communication delivered in person or by overnight courier shall be deemed to have been received on the day of its delivery and if sent by facsimile transmission or e-mail, on the first business day following its transmission.

18.0. SEVERABILITY

18.1. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

19.0. WAIVER

19.1. No term or provision of this Agreement shall be deemed waived by either party, and no breach excused by either party, unless the waiver or consent shall be in writing signed by the party granting such waiver or consent.

20.0. ENTIRE AGREEMENT

20.1. Schedule A together with the terms of this Agreement represents the entire Agreement of the parties and supersedes all previous agreements, proposals or representations written or oral with respect to the Services specified in this Agreement and Schedule A. Modification to Schedule A or this Agreement shall be valid only when made in writing and signed by both parties.

21.0. SUCCESSORS AND ASSIGNS

21.1. Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by either party except with the prior written consent of the other party.

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized representatives as of the reference date.

THE PARTIES AGREE that a facsimile copy signature shall be deemed as effective as an original signature for purposes under this agreement.

SAULT STE. MARIE INNOVATION CENTRE

Per: _____

Per: _____

I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

Matthew Shoemaker, Mayor

Per: _____

Rachel Tyczinski, City Clerk

I/We have authority to bind the Corporation



SAULT STE. MARIE

City of Sault Ste. Marie ***Integrated Geomatics Services (IGS)***



Schedule A **City of Sault Ste. Marie** ***January 1st 2021 to December 31st 2025***

Version 1.5

Date: January 2, 2024

REVISION HISTORY

Version/ Release	Date	Description of Revisions
0.1, Draft	January 5, 2021	Initial version by Project Manager.
1.2	January 7, 2021	Version delivered to City
1.3	February 10, 2021	Change suggested by Legal
1.4	December 20, 2023	Pricing added for 2024 and 2025.
1.5	January 2, 2024	Deliverables extended for 2024, 2025
1.6	January 3, 2024	Change suggested by Legal
1.7	January 5, 2024	Change suggested by Legal

PROPRIETARY & CONFIDENTIAL INFORMATION

The Sault Ste. Marie Innovation Centre (“SSMIC”) considers all of the information contained in this Proposal to be proprietary and confidential. Such information consists of, but is not limited to, product or service recommendations, the manner, method and techniques to be used in the performance of the services set forth in the Proposal. Information contained in this Proposal shall not be disclosed to any third party, including but not limited to contractors and/or consultants, and shall not be disseminated or distributed to entities of persons except your personnel on a need-to-know. This restriction shall not apply to information which is known to you from a source other than SSMIC, or is or becomes known through no wrongful act of yours, or is rightfully required from a third party or independently developed by you, or is subsequently public disclosed by SSMIC or is approved for release by written authorization of SSMIC.

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1 INTRODUCTION

This document is the Project Plan (PP) of the Sault Ste. Marie Innovation Centre (SSMIC) Integrated Geomatics Service (IGS) project covering the period from January 1st, 2021 to December 31st, 2023. Information also includes the terms of a possible two year extension to this agreement from January 1, 2024 to December 31, 2025. The Acorn Information Solutions Department of the SSMIC is responsible for the execution of the IGS project. The objective of the IGS project is to operate an Integrated Geomatics System (IGS) for the City of Sault Ste. Marie (SSM). The goal of the IGS (system) is to support the City's services and asset management needs.

The goal of the IGS PP is to integrate all project management related information into one document to facilitate communication among stakeholders. The PP for the period from January 1st, 2021 to December 31st, 2023 is based on the scope of the initial PP adapted to reflect the results of the first twenty (21) years of implementation.

The PP is based on the deliverables of the Integrated Geomatics Services Conceptual Design Study and Schedule A of the Contract between the Innovation Centre and the City and PUC of Sault Ste. Marie covering the period of 2000 to March 31st, 2005, Schedule A of the Contract between the Innovation Centre and the City and PUC of Sault Ste. Marie covering the period of 2005 to March 31st, 2010 and Schedule A of the Contract between the Innovation Centre and the City and PUC of Sault Ste. Marie covering the period of 2010 to December 31st, 2014 and Schedule A of the Contract between the Innovation Centre and the City and PUC of Sault Ste. Marie covering the period of 2015 to December 31st, 2020. The following documents should be consulted in order to establish a complete review of the project history and scope:

- ❑ SSMIC, Implementation Consulting Services, IGS Conceptual Design Study, Current Situation Assessment, Volume I, Description;
- ❑ SSMIC, Implementation Consulting Services, IGS Conceptual Design Study, Current Situation Assessment, Volume II, Needs;
- ❑ SSMIC, Implementation Consulting Services, IGS Conceptual Design Study, Specifications report, Volume I;
- ❑ SSMIC, Implementation Consulting Services, IGS Conceptual Design Study, Specifications report, Volume II, Part I and II;
- ❑ SSMIC, Implementation Consulting Services, IGS Conceptual Design Study, Planning report.
- ❑ SSMIC, City and PUC of Sault Ste. Marie, IGS, Contractual agreement, 23rd day of August 2000.
- ❑ SSMIC, Integrated Geomatics Service, Project Management Plan, Year 1.
- ❑ SSMIC, Integrated Geomatics Service, Project Management Plan, Year 2.
- ❑ SSMIC, Integrated Geomatics Service, Project Management Plan, Year 3.
- ❑ SSMIC, Integrated Geomatics Service, Project Management Plan, Year 4.
- ❑ SSMIC, Integrated Geomatics Service, Project Management Plan, Year 5.
- ❑ SSMIC, Integrated Geomatics Service, Project Management Plan, Year 6.
- ❑ SSMIC, Integrated Geomatics Service, Project Plan, Year 6 to 10.
- ❑ SSMIC, Integrated Geomatics Service, Project Plan, Year 11 to 15.
- ❑ SSMIC, Integrated Geomatics Service, Project Plan, Year 16 to 20.

Extracts of the IGS PP are used to manage the project on a day-to-day basis. These extracts include the schedule, the project management forms, and potentially other sections. These extracts are used to track the progress of the project. On a yearly basis, a Project Management Plan covering a specific fiscal year will be developed to document in more detail the tasks for a specific year.

The IGS procedures are governed by the guidelines of the Acorn department and SSMIC procedures. Moreover, the project management, system development and system support activities of Acorn are conducted following the guidelines of the EDS Global Solutions Management System (GSMS) methodology procedures as adopted by SSMIC.

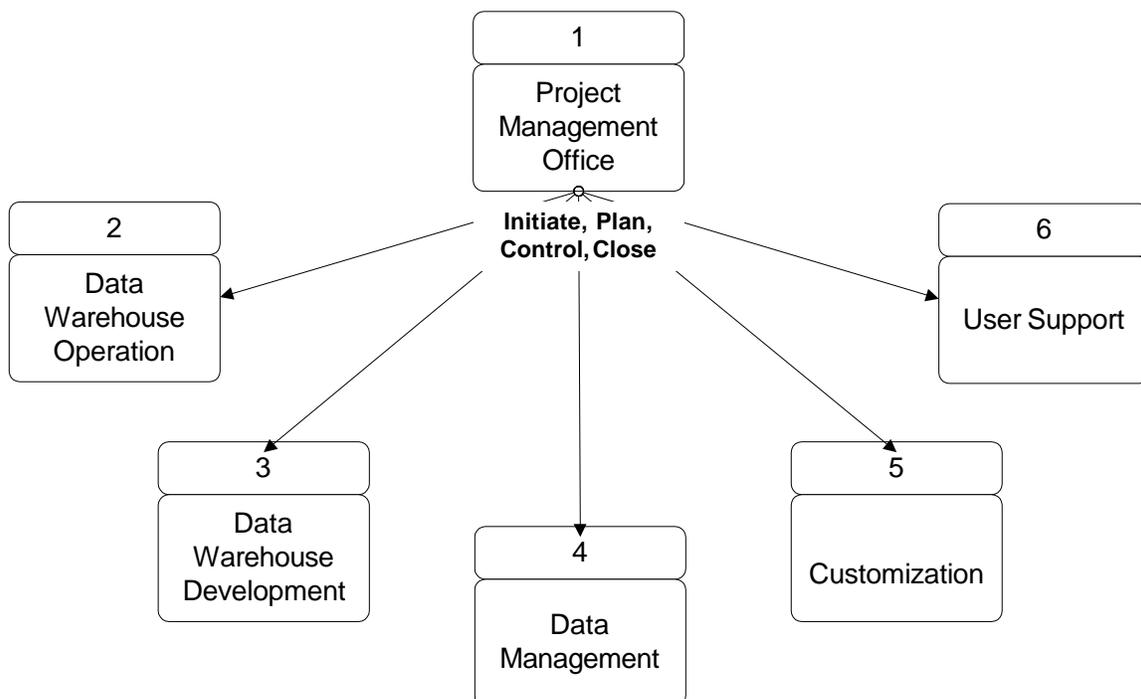
SCOPE MANAGEMENT

This chapter presents the scope of the IGS project for the period January 1st, 2021 to December 31st, 2023 with a possible extension including the period January 1, 2024 to December 31, 2025.

The project scope is managed using a high level Work Breakdown Structure (WBS) as used in the previous contracts of 2000 to March 31, 2005, April 1, 2005 to March 31, 2010, April 1 2010 to December 31, 2014 and January 1, 2015 to December 31, 2020 The objective of the WBS is to subdivide a project’s activities and deliverables into smaller and more manageable components to allow tracking and controlling of cost, performance, and quality. The WBS structures the IGS project into sub-projects. Each sub-project is subdivided into tasks and activities. Tasks may be structured using multi-levels; however, the last level of a task breakdown is always the activity level. In a project schedule, the resources and effort estimation are always attached to the activity level.

The following WBS is used throughout this document to present the activities and deliverables of the IGS project.

Figure 1: WBS of the IGS Project



2.1 SCOPE

This section presents project scope in terms of activities to be executed and deliverables to be completed.

2.1.1 ACTIVITIES EXECUTED

The activities to be executed are presented following the WBS structure of the project.

2.1.1.1 Project Management (WBS 1.0)

Project management and control are ongoing tasks that have been carried on since the beginning of the project. Appropriate efforts will be devoted to the development, the implementation and the application of state-of-the-art project management methods and procedure in the project.

2.1.1.2 Operate Data Warehouse (WBS 2.0)

The Operate Data Warehouse sub-project includes three (3) categories of tasks: Upgrading of the Data Warehouse Equipment, day-to-day Operation of the Data Warehouse and User Training.

The upgrading of the data warehouse equipment activities will continue during the duration of the Project in order to optimally deliver and secure GIS data and services. This includes hardware upgrades and staying current with all software upgrades and patches.

The operation of the Data Warehouse is an ongoing activity that involves network administration, system administration, database administration, troubleshooting and support of SSMIC system developers.

Finally, User training is an ongoing activity that will allow for adding more IGS users from the City or upgrading skills. Training is divided into four categories: Basic Introduction to GIS, ArcGIS Desktop and IGS Functionality, Editing Procedures and other custom GIS training.

The following table presents the total number of training days available per year for the project until December 31st 2025.

City of Sault Ste. Marie

Allocated
10

2.1.1.3 Develop Data Warehouse (WBS 3.0)

The Develop Data Warehouse sub-project is structured into four (4) major groups of tasks: Data Modeling, Data Access, Web GIS Development and Desktop GIS Development.

The first task group includes all System modeling activities for Landbase, Administration, Transportation and Sewer. This would include updating, enhancing and maintaining all GIS data models to reflect changes in technology or Client needs.

The second task group includes the updating, enhancing and maintaining of the Security and Profile module and other data access tools or processes.

The third group of tasks involves the updating, enhancing and maintaining of Web GIS interfaces including internal city staff access and public and City contractor GIS access.

The fourth group of tasks involves the updating, enhancing and maintaining of functions or applications implemented on the ArcGIS desktop technology.

2.1.1.4 Manage Data (WBS 4.0)

The Manage Data sub-project is structured around the same subject area as the modeling tasks: Landbase, Administration, Transportation and Sewer. The activities of this sub-project are related to data capture, data loading, data validation and maintenance. Data loading and validation are processes that depend on data capture activities.

Data Management Activities would include:

- MPAC Data Assessment Loads
- Loading of new satellite or orthophoto Imagery
- Managing data editing and versioning
- Updates of existing data from revised clean data sources
- Hyperlinked document management
- Annual data archiving
- Data imports and exports to support other City corporate systems
- Facilitating and implementing data sharing agreements between the City, PUC and external agencies such as contractors

2.1.1.5 Customization Interface (WBS 5.0)

The following table presents the total number of customization days available for the project until December 31st 2025.

Time Period	City
Y22 January 2021 – December 2021	100
Y23 January 2022 – December 2022	100
Y24 January 2023 – December 2023	100
Y25 January 2024 – December 2024	100
Y26 January 2025 – December 2025	100

Customization Days may be used for developing or enhancing new applications, data editing or any task agreed upon by the IGS Project Manager and the City. Customization days may be rolled into future years or borrowed from future years at the discretion of the IGS Project Manager. Customization days may be converted to User support or training days at the discretion of the IGS Project Manager.

Customization request and execution processes would continue to follow the guidelines defined in the 2000 to March 31, 2005 and 2005 to 2010, 2010 to 2015, 2015 to 2020, 2021 to 2025 contract deliverables and as per the original definition defined in the document below:

SSMIC, Integrated GeoMatics Service, Customization Procedures (2002).

2.1.1.6 User Support (WBS 6.0)

User support processes would continue to follow the guidelines as per the original definition defined in the document below:

SSMIC, Integrated GeoMatics Service, User Support Procedure (2002).

The following table presents the total number of user support hours available for the project until December 31st 2025.

Time Period	City
Y22 January 2021 – December 2021	80
Y23 January 2022 – December 2022	80
Y24 January 2023 – December 2023	80
Y25 January 2024 – December 2024	80
Y26 January 2025 – December 2025	80

2.1.2 PREVIOUS CONTRACT DELIVERABLES

All previous contract deliverables would still be valid as supported products or procedures unless superseded by any future deliverable.

2.1.3 SCOPE CHANGES

This section summarizes the different Change Requests that have been accepted during the 2000 to March 31, 2005 and 2005 to 2010, 2010 to 2015 and 2015 to 2020 contracts. All Change requests would still be valid as supported changes to products or procedures unless superseded by any future deliverable or change request. The table below lists all approved change request from 2000 to 2020.

#	Year	Description	Resolution
6	2001	Sewer, Attribute names	No charges.
7	2001	Sewer Conversion Rules	No charges.
8	2001	Sewer Conversion Rules {Pilot}	Paid by City to SSMIC using 7 Cust Day.
8a	2001	Sewer Conversion Rules {Other Areas}	Cost assumed by SSMIC & JDB half and half.
9	2001	Sewer Conversion Rules	No charges.
10	2001	Water Conversion, Population of Comments	PUC has paid for it.
12	2001	New Sewer Feature (Pilot)	Paid by City to SSMIC using 1 Cust Day.
12a	2001	New Sewer Feature (Area 2,3,4)	Cost assumed by SSMIC & JDB half and half.
13	2001	Delivery of Draft Address Feature of City	Paid by City/PUC to SSMIC using 2 Cust Day each.

14	2001	If current rating is unknown/unavailable, set to 0.	No charges.
16	2001	Transformers not owned by PUC: Owner field set to "Customer Owned".	No charges.
17	2001	Conversion for MountType should be Concrete Pad or Concrete Foundation	No charges.
18	2001	Change Facility ID's display for Valves, Hydrants and Chambers	Paid by PUC to SSMIC using 1 Cust Day.
19	2001	Convert the junction on the "free" end of a PDC to a PDC_Connect.	Paid by City to SSMIC using 2 Cust Day.
21	2002	Relate pipe class to material type	No charges.
22	2002	Sewer pipe type naming	No charges.
23	2002	Change to wording of Water Field Inventory Rules concerning watermains and service leads	No charges.
24	2002	Changes to four sewer domains: SewerMaterial, PDCMaterial, PDCPipeDiameter, OtherDiameter	No charges.
25	2002	Add a value to PipeClass domain in Water	Paid by PUC to SSMIC using 1.5 Cust Day.
26	2002	Move 40 days assigned to Permitting application to general customization days	No charges
27	2002	Move 30 days assigned to Construction Scheduling application to general customization days	No charges
28	2002	Changes to Electric (field lengths for DsoNo and PONo) and Water models (field lengths for Measurement1 and 2 and TurnsNumber)	Paid by PUC to SSMIC using 0.5 Cust Day
29	2003	Changes to water model (taps and tees), Changes to water conversion rules.	Paid for by PUC with half day of user support time
30	2003	Addition of 50mm and 75mm to SewerDiameter domain	Paid by City with Half day user support time
31	2004	Move 32 days assigned to Link to SCADA application to general customization days	No charges
32	2004	Move 10 days assigned to Link to Network Load Analysis application to general customization days	No charges
33	2004	Move 10 days assigned to Link to RMS application to general customization days	No charges
34	2004	Move 5 days assigned to Cemeteries data capture and load to general customization days	No charges
35	2004	Domain Change to DMNFMeOwner for streetlights feature	Paid by PUC to SSMIC using 0.25 Cust Days
36	2004	Material/Construction/Size/Orientation default table and the Material/Assembly/Size default table	No charges
37	2005	Convert 12.5 days assigned to routing application to general City credit of 12.5 days	No charges
38	2006	Increase the amount of customization days from 100 to 200 for the PUC for the period April 1, 2006 to March 31, 2007. This allocation of days will be reviewed on an annual basis for future years beyond April 2007	Increase in monthly invoice
39	2007	Move the remaining 40 days allocated to outstanding Work Manager tasks carried forward from the City PUC 2000 - 2005 contract to the general customization pool. Move the 10 remaining GIS training days from the 2006-2007 contract year to the general customization pool.	No charges

2.1.4 CANCELLED TASKS

In this section, scope adjustments are presented in terms of activities cancelled according to the previous 2015 to 2019 project scope. The following activities were cancelled and transferred to general customization days:

No tasks from the 2015 to 2020 project were cancelled.

2.1.5 ACTIVITIES TO BE CARRIED FORWARD

There are no tasks remaining uncompleted during the 2015 to 2020 contract that need to be carried forward into the 2024 to 2025 contract.

2.1.6 KEY WBS CITY ACTIVITIES FOR JANUARY 1, 2021 TO DECEMBER 31, 2025

- ❑ WBS 1 – Project Management
 - 1.1 Project Management Tasks
- ❑ WBS 2 – Operate Data Warehouse
 - 2.1 Upgrade Data Warehouse
 - 2.2 Operate Data warehouse
 - 2.3 User Training
 - 2.4 Maintain IGS Configurations
- ❑ WBS 3 – Develop Data Warehouse
 - 3.1 Database Customization (Model support and enhancement)
 - ❑ 3.1.1 Landbase
 - ❑ 3.1.2 Administration
 - ❑ 3.1.3 Transportation
 - ❑ 3.1.4 Sewer
 - 3.2 Web GIS Development
 - 3.3 ArcMap Development
 - 3.4 Security Module Development
- ❑ WBS 4 – Manage Data
 - 4.1 Landbase Data
 - 4.2 Administration Data
 - 4.3 Transportation Data
 - 4.4 Sewer Data
 - 4.8 Procedure Development
 - 4.9 Data QC
- ❑ WBS 5 – Customization
 - 5.1 City Customization
- ❑ WBS 6 – User Support
 - 6.1 City Support

2.1.7 SUMMARY OF SERVICE TO BE PROVIDED

WBS 1 – Project Management

- Scope
- Cost
- Time
- Quality
- Coordination
- Prioritization of work
- Administration of licensing and maintenance agreements
- Business Development (new partners)
- Integration with legacy systems
- Work flow change analysis

WBS 2 – Operate Data warehouse

- Database administration (ArcSDE, SQL Server)
- System administration
- Administer Citrix environment
- GIS architecture
- Data backups
- Data security
- Category, context administration
- User privilege administration
- System optimization
- Public GIS website administration
- GIS Software and SSMIC server side hardware upgrades
- User Training
- System documentation

WBS 3 – Develop Data Warehouse

- Maintain, enhance developed data models to work with data, software or other IT changes.
- Maintain, debug, enhance developed web and desktop GIS applications to work with software, hardware and other IT changes.

WBS 4 – Manage Data

- Data loading
- Data versioning, posting, reconciliation
- Assessment data import
- Orthophoto, satellite Imagery loading
- Data QC Processes
- Hyperlink Management
- Year end data archiving
- Data sharing agreements
- Procedure development and documentation

WBS 5 – Customization

- Development or enhancements of GIS applications
- Data Editing
- Other assigned tasks

WBS 6 – User Support

- User Support for all developed GIS interfaces and tools
- Data and modeling support and subject matter expertise for landbase, administration, transportation, sewer.
- Front line ESRI GIS support

3 CHANGE MANAGEMENT

Project change management procedures are unchanged from the 2000 to March 31, 2005 and 2005 to 2010, 2010 to 2015 and 2015 to 2020 contracts as described in the PP for year 1:

- SSMIC, Integrated Geomatics Service, Project Management Plan, Year 1;

4 ASSUMPTIONS

All 2000 to March 31, 2005 and 2005 to 2010, 2010 to 2015 and 2015 to 2020 contract Project assumptions are still valid except where specified in this document.

Project assumptions from the 2000 to March 31, 2005 and 2005 to 2010, 2010 to 2015 and 2015 to 2020 contracts are listed in the Schedule A of the Agreements between the SSMIC and the City and PUC of Sault Ste. Marie and are initially defined in the document below:

- SSMIC, City and PUC of Sault Ste. Marie, IGS, Contractual agreement, 23rd day of August 2000.

Additional assumptions for the 2021 to 2025 Contract include:

- City will have assigned Data Custodians for each GIS feature. Data Custodian assumes responsibility for accuracy and completeness of GIS feature.
- There are no provisions for new GIS subject areas to be added to the project. Current City subject areas include: Landbase, Administration, Transportation and Sewer. As well, new features would be captured under customization time.
- City will maintain compatible IT infrastructures to what the GIS will support.
- City will notify SSMIC and each other six months in advance of any operating system or network infrastructure changes.
- All attempts will be made to ensure the GIS is operational between 8 to 5 Monday to Friday. The GIS will be operational outside of these hours except for backup or maintenance processes. Users will be notified of maintenance processes ahead of time.
- User support will be available 8 to 5 Monday to Friday, except for statutory holidays.
- City LANs and Fiber connection to the GIS data warehouse and all associated costs are the responsibility of the City.
- Field data capture and related technologies do not fall within the scope of this project but may be customization items.
- Migration to ESRI'S Utility Network, if undertaken, would be outside of the scope of this project.
- The current ESRI Enterprise License Agreement (ELA) expires April 1, 2021. This license agreement allows City and PUC unlimited access to specific desktop GIS software. On April 1, 2021, the PUC will be required to have their own ELA with ESRI. ESRI has agreed to still have one ELA combining the City and PUC from a licensing and architecture point of view but the City and PUC will be paying the costs of two separate ELAs.
- Though there is unlimited ESRI licensing, there are limitations to the number of concurrent Citrix licenses available as detailed in the table below. If the City has demand above the amount of Citrix licenses, the City will have to pay for additional Citrix licenses to be added.
- The concurrent Citrix licenses available each year are as follows:

Concurrent Citrix Licenses

Time Period	City
Y17 January 2021 – December 2021	70
Y18 January 2022 – December 2022	75
Y19 January 2023 – December 2023	80
Y20 January 2024 – December 2024	80
Y21 January 2025 – December 2025	80

The limits shown above primarily reflect the availability of Citrix licenses as well as the hardware and bandwidth capacity. The numbers for Citrix do not limit installations, just concurrent use.

5 TEAM MANAGEMENT

The Team Management structure is unchanged from the 2000 to March 31, 2005 and 2005 to 2010, 2010 to 2015 and 2015 to 2020 contracts and is described in details inside the PP for year 1:

- SSMIC, Integrated Geomatics Service, Project Management Plan, Year 1

However, since the creation of the Year 1 PP, the SSMIC has developed and implemented an Engagement Human Resource Management Plan (EHRMP) that defines in more details the reporting structure, job categories, role and responsibilities inside the Acorn department of the SSMIC. The EHRMP is a complement to the Team Management Plan of the IGS project and is accessible to the City on request.

6 COMMUNICATION MANAGEMENT

Communication Management is the vehicle by which project stakeholders and the project team exchange information about the project progresses and issues. The Communication Management structure is unchanged from the 2000 to March 31, 2005 and 2005 to 2010, 2010 to 2015 and 2015 to 2020 contracts and is described in detail inside the PP for year 1:

- SSMIC, Integrated Geomatics Service, Project Management Plan, Year 1

However, since the creation of the Year 1 PP, the SSMIC has developed and implemented an Engagement Configuration Management Plan (ECMP) and an Engagement Communication Management Plan (ECmMP) that defines how documents and information are managed inside SSMIC projects. The ECmMP is a complement to the Communication Management Plan of the IGS project and is accessible to the City on request.

7 SCHEDULE MANAGEMENT

Time spent on each milestone will be monitored to compare progress to planning. SSMIC-IGS Project Manager will review the schedule on a weekly basis. The Project Schedule will also be reviewed during Status meetings. The following SSMIC Engagement Management plans, available on demand, provide more details about schedule and time management on the project:

- SSMIC, IST Engagement Human Resource Management Plan (EHRMP);
- SSMIC, IST Engagement Time Management Plan (ETMP);

8 RISK MANAGEMENT

As work on the project proceeds, risks might be identified. The Project Manager will register and track the risks as well as risk mitigation approaches. The purpose of the risk management component of the project is to ensure early identification of technical/resource problems and high visibility for the process to reduce or eliminate the risks. Identified risks are logged on the project Status Meeting Minutes Form and individual team members will be tasked with the elimination or reduction of the risk. The success or failure of these activities is closely monitored and reported during Project Status Meetings.

9 PROJECT CONTROL

The primary means by which progress will be brought to management's attention is by tracking the project work plans and documenting issues.

9.1 MEASUREMENT PLAN

The measurement plan defines the project metrics and the method to track and control them. The processes and metrics utilized to track and control projects are detailed below.

9.1.1 METRICS

The following metrics are used to track project progress.

Table 1: Project Metrics

Metric	Frequency	Where Recorded
Staff	Weekly	Schedule
Effort	Weekly	Schedule
Duration	Weekly	Schedule
Change	Monthly	Change Request forms
Defects	Defects are recorded during Walkthroughs. Defects are reported Monthly.	Walkthrough Minutes.
Risks	Monthly	Status Meeting Minutes form.

9.1.2 ANALYSIS TRIGGERS

The project will use the following measurements as triggers to evaluate the need for corrective action.

Table 2: Project Analysis Triggers

Metric	Trigger Measurement	Variance Limit - When is there cause for action?	Report to Monitor
Staff	Actual peak staff to estimated peak staff	$(\text{Act. peak staff})/(\text{Est. peak staff}) \leq 0.8$ or $(\text{Act. peak staff})/(\text{Est. peak staff}) \geq 1.2$	Actual vs planned staff over time (peak)
Effort	Actual hours entered against project tasks, compared to estimated effort	$(\text{Act. hours})/(\text{Est. hours}) \leq 0.85$ or $(\text{Act. hours})/(\text{Est. hours}) \geq 1.15$	Planned vs. Actual Effort
Duration	Actual milestones to estimated milestones	$(\text{Actual Milestones})/(\text{Estimated Milestones}) \leq 0.8$ or $(\text{Actual Milestones})/(\text{Estimated Milestones}) \geq 1.2$	Milestone Completion Over Time
Change	# of changes to requirements	# of change requests received (per unit time) exceeds # CRs received in preceding time period, within the same phase	Disposition of change requests over time
Defects	# of defects	# of defects discovered increasing faster than # corrected	Defect Discovery vs. Closure
Risks	# of risks	# of risks discovered increasing faster than # of risk closure	Risk Discovery vs. Closure

9.2 QUALITY PLAN

Quality Assurance (QA) involves assessing that the quality control processes are followed in a project. QA are audit type processes. Quality Control (QC) tasks are related to the direct inspection (conformance review) of products to ensure they meet quality standards.

The Quality Plan of the project is unchanged from the 2000 to March 31, 2005 and 2005 to 2010, 2010 to 2015 and 2015 to 2020 contracts. More details about it can be found in the following documents:

- SSMIC, Integrated Geomatics Service, Project Management Plan, Year 1;

However, since the creation of the Year 1 PP, the SSMIC has developed and implemented an Engagement Quality Management Plan (EQMP) that defines how quality is managed inside SSMIC projects. The EQMP is a complement to the Quality Plan of the IGS project and is accessible to the City on request.

9.2.1 TERMS OF ACCEPTANCE

The terms of acceptance of the IGS project are unchanged from the 2000 to March 31, 2005 and 2005 to 2010, 2010 to 2015 and 2015 to 2020 contracts and are described in detail in the following documents:

- SSMIC, City and PUC of Sault Ste. Marie, IGS, Contractual agreement, 23rd day of August 2000.
- SSMIC, Integrated Geomatics Service, Project Management Plan, Year 1;

10 COSTS

SSMIC agree to execute the project based on the specifications of this document based on the fixed monthly costs specified below:

Note: The base monthly cost for 2020 was \$37,429.76

Time Period	Base Monthly Cost
Y22 January 2021 – December 2021	\$35,579.99
Y23 January 2022 – December 2022	\$35,345.05
Y24 January 2023 – December 2023	\$35,569.54
Y25 January 2024 – December 2024	\$36,647.39
Y26 January 2025 – December 2025	\$37,746.81

The above costs do not include applicable taxes.

Appendix I:

- Acronyms and Definitions

ACRONYMS USED IN THIS DOCUMENT

Acronym	Description
CI	Configuration Items (Under a Configuration Management Plan)
CMP	Configuration Management Plan
ECmMP	Engagement Communication Management Plan
ECMP	Engagement Configuration Management Plan
EHRMP	Engagement Human Resource Management Plan
EQMP	Engagement Quality Management Plan
ETMP	Engagement Time Management Plan
EDS	Electronic Data Systems inc. (Also known as EDS Systemhouse inc.)
GIS	Geographic Information System
IGS	Integrated Geomatics Service
IS	Information System
IT	Information Technology
LAN	Local Area Network
OS	Operating System
PM	Project Manager
PP	Project Plan (Also named Schedule A in the Context of MNR/SSMIC Agreement).
PWP	Project Work Product
QA	Quality Assurance
QC	Quality Control
SSMIC	Sault Ste. Marie Innovation Centre
VPN	Virtual Private Network
WAN	Wide Area Network
WBS	Work Breakdown Structure

PROJECT MANAGEMENT DEFINITIONS USED IN THIS DOCUMENT

Term	Definition
Deliverable	Any measurable, tangible, verifiable outcome, results, or item that must be produced to complete the project or part of the project.
Initiation	Committing the organisation to begin a project phase.
Milestone	A significant event in the project, usually completion of major deliverable(s).
Project Phase / Stage	A collection of logically related project activities, usually cumulating in the completion of a major deliverable(s).
Project Management Plan	A formal, approved document used to guide both project execution and project control. The primary uses of the Project Management Plan are to document planning assumptions and decisions, to facilitate communication among stakeholders, and to document approved scope, cost, and schedule baselines. This document is the SSM Innovation Centre "Implementation Consulting Services" Project Management Plan.
Project Work Book	A document that integrates all deliverables of a project.
Quality Assurance (QA)	The processes of evaluating overall project performance on a regular basis to provide confidence that the project will satisfy the relevant quality standards.
Quality Control (QC)	The process of monitoring specific project results to determine if they comply with relevant quality standards and identify ways to eliminate causes of unsatisfactory performance. Also known as Conformance Review.
Project Stakeholders	Individuals or organisations who are closely involved with a project
Scope	The sum of the products and services to be provided by the project.
Work Breakdown Structure (WBS)	A deliverable-oriented grouping of project elements, which organises and defines the total scope of the project.
Project Work Product	A document or other tangible resulting from a process conducted during the engagement but which does not constitute a deliverable. A project work product becomes the basis for other work conducted by the engagement team.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2024-10

STREET ASSUMPTIONS: A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

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

1. **STREETS ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets or parts of streets more particularly described in Schedule "A" attached to this by-law.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 29th day of January, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK - RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2024-10

1. ROSSMORE ROAD

PART PIN 31595-0119 (LT)

FIRSTLY: ROSSMORE RD PL H535 KORAH; ROSSMORE RD PL H441 KORAH; PT SEC 26 KORAH PT 2 1R8482, PT9 1R8924; PT LOT 24 PL 5943 KORAH AS IN T100599, PT 1 1R1754; SECONDLY: 1 FT RESERVE PL H441 KORAH LYING W OF ROSSMORE RD PL H441; BEING ROSSMORE RD BTN COOPER ST & KORAH RD; SAULT STE. MARIE

2. CRESTWOOD AVENUE

PIN 31496-0411 (LT)

BLOCK 15, PLAN 1M601; CITY OF SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-11

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Insituform Technologies Limited for the South Market Area Storm Sewer Rehabilitation (Contract No 2023-11).

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 January 29, 2024 between the City and Insituform Technologies Limited, a copy of which is attached as Schedule "A" hereto. This Contract is for the South Market Area Storm Sewer Rehabilitation (Contract No 2023-11).

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 29th day of January 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SOUTH MARKET AREA STORM SEWER REHABILITATION
Contract No 2023-11E**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 29th day of January in the year 2024, by and between Insituform Technologies 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:

**SOUTH MARKET AREA STORM SEWER REHABILITATION
Contract No 2023-11E**

which have been signed in triplicate by both parties and which were prepared by **AECOM Canada Ltd.**, 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 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: Insituform Technologies Limited
3 Burford Road
Hamilton, Ontario L8E 3C6

The Contract Administrator: AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario P6A 2M4

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

MUNICIPAL CLERK – Rachel Tyczinski

THE CONTRACTOR (Insituform Technologies Limited)

SIGNATURE

NAME:_____

I have authority to bind the corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-12

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

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

WHEREAS a plan of the **Wilson “B” Subdivision** was registered in the Land Titles Division on **February 27, 1889 as Plan 1219**; and

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

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

1. **PART OF WILSON “B” SUBDIVISION DEEMED NOT REGISTERED**

Lots 28 and 29 Plan 1219, Wilson “B” Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 29th day of January, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-12 Deeming By-law, Lots 28 and 29, Plan 1219 for SSM Housing Corp (61 and 65 Wellington St E).docx

This drawing is for information purposes only. It does not form part of the By-law.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-13

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

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

WHEREAS a plan of the **Country Estates Subdivision** was registered in the Land Titles Division on **May 28, 1981 as Plan M420**; and

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

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

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

Lot 6, Block 65 and Block 73, Country Estates Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 29th day of January, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

iv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2024\2024-13 Deeming By-law Lot 6, Blk 65 Blk 73 for Ponnampalam (6 and 10 Palomino Dr).docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-14

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Civica Infrastructure Inc. for sanitary flow metering (Contract 2023-13E).

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 January 29, 2024 between the City and Civica Infrastructure Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for sanitary flow metering (Contract 2023-13E).

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 29th day of January, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



The Corporation of the City of Sault Ste Marie

**Sanitary Flow Metering and Reporting
Contract No. 2023-13E**

FORM OF AGREEMENT

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 29th day of January in the year 2024, by and between _____ Civica Infrastructure Inc. _____, 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 necessary machinery, tools, equipment, materials, supplies, labour, and other means of construction, to complete all of the works shown and described in, and in strict accordance with, the Contract Documents entitled:

CONTRACT NAME: Sanitary Flow Metering and Reporting
CONTRACT NUMBER: 2023-13E

which have been signed in triplicate by both parties and which were prepared by AECOM Canada Ltd., 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 General Specifications, the Technical Specifications, the Form of Tender, the Information to Bidders, and OPSS.MUNI 100 (November 2019 version or newest).
3. 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 Specifications and General Conditions of Contract.
4. 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 specified.
5. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the Contract Time specified.
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 save harmless the Owner and, its elected officials, officers, employees, volunteers, agents, consultants, and all respective heirs and executors, successors and assigns, from and against any and all claims, causes of action, losses, expenses, fines, costs (including legal costs), interest, charges and damages 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, or arising out of or allegedly attributable to the

negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, subcontractors, or those for whom at law the Contractor is responsible, in connection with or in any way related to the delivery or performance of this Contract, whether or not the Owner is partially responsible for such claims, demands, actions, losses, expenses, costs or damages. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

7. The Owner shall be at liberty to pay any moneys due or to become payable under this Contract in or towards payment of any wages or other moneys which may be owing by the Contractor to any workers or sub-Contractors or other persons for work done in connection with this Contract, or of any moneys which may be owing for materials supplied for the works hereby Contracted for, and before payment of any moneys under this Contract the Owner will require the Contractor to make a statutory declaration as to what moneys, if any, are owing for such wages, work or materials, or that the same have all been fully paid.
8. This Contract is based upon a tender bid submission dated the 12th day of January 2024 made by the Contractor. Where the terms of that tender and the terms of this final agreement vary, this agreement shall take precedence.
9. 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
Attention: Catherine Taddo

Contractor: Civica Infrastructure Inc.
330 Rodinea Rd
Maple, ON
L6A 4P5
Attention: Matt Malone

Contract Administrator: AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4
Attention: Nancy Maahs

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

Signing parties agree to be bound by the electronic signature and agree to electronic execution.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

CONTRACTOR
Civica Infrastructure Inc.

Matthew Shoemaker
Mayor

Signature
I have the authority to bind the Corporation

Rachel Tyczinski
Municipal Clerk

Name
(Please Print)

This agreement may be executed in any number of counterparts , and/or by facsimile or email transmission of Adobe Acrobat files, each of which shall constitute an original and all of which, taken together, shall constitute one in the same instrument. Any party executing this Agreement by fax or Adobe Acrobat file shall, immediately following a request by any other Party , provide an originally executed counterpart of this agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement, except to the extent that such electronic execution is not otherwise permitted under the Electronic Commerce Act, 2000 (Ontario).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2024-15

AGREEMENT: A by-law to amend Schedule “A” to By-law 2023-204 (CUPE 67 Civic Centre Collective Agreement for the 2023-2028 term).

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*, as amended, **ENACTS** as follows:

1. **SCHEDULE “A” TO BY-LAW 2023-204 AMENDED**

Schedule “A” to By-law 2023-204 is amended as follows:

(a) removing Page 35 February 1, 2027 Schedule of Progressional Rates; and

(b) inserting Page 35 February 1, 2027 Schedule of Progressional Rates attached hereto as Schedule “A”.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 29th day of January, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

LEGAL\STAFF\COUNCIL\BY-LAWS\2024\2024-15 AMEND CUPE 67 CIVIC CENTRE COLLECTIVE AGREEMENT 2023-2028.DOCX

FEBRUARY 1, 2027 SCHEDULE OF PROGRESSIONAL RATES

JOB CLASS	TRAINING		STARTING		INTERMEDIATE		STANDARD		
BASE RATE							3996	26.35	
1					3996	26.35	4204	27.72	One 1 year
2			3996	26.35	4204	27.72	4407	29.06	Two 1 year
3			4204	27.72	4407	29.06	4610	30.39	Two 1 year
4			4407	29.06	4610	30.39	4823	31.80	Two 1 year
5	4407	29.06	4610	30.39	4823	31.80	5026	33.14	Two 1 year
6	4610	30.39	4823	31.80	5026	33.14	5236	34.52	Three 1 year
7	4823	31.80	5026	33.14	5236	34.52	5440	35.87	Three 1 year
8	5236	34.52	5440	35.87	5660	37.32	5875	38.74	Three 1 year
9	5440	35.87	5660	37.32	5875	38.74	6095	40.19	Three 1 year
10	5660	37.32	5875	38.74	6095	40.19	6309	41.60	Three 1 year
11	5875	38.74	6095	40.19	6309	41.60	6522	43.00	Three 1 year
12	6095	40.19	6309	41.60	6522	43.00	6751	44.51	Three 1 year
13	6309	41.60	6522	43.00	6751	44.51	6974	45.98	Three 1 year
14	6522	43.00	6751	44.51	6974	45.98	7220	47.60	Three 1 year
15	6751	44.51	6974	45.98	7220	47.60	7468	49.24	Three 1 year
16	6974	45.98	7220	47.60	7468	49.24	7717	50.88	Three 1 year
17	7220	47.60	7468	49.24	7717	50.88	7980	52.62	Three 1 year

23:07 The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this agreement.

23:08 Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to be at intervals of work as specified in Section 23:05 provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

23:09 An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate, or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2019-196

STREET CLOSING & CONVEYANCE: (PR7.1) A by-law to stop up, close and authorize the conveyance of a portion of Blake Avenue and a portion of Atlantic Street, in the Plummer Subdivision, Plan 285.

WHEREAS the streets more particularly described as that portion of Blake Avenue described as part PIN 31546-0012 (LT) Blake Av Plan 285 St. Mary's being Parts 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 Plan 1R13599 and that portion of Atlantic Street described as part PIN 31546-0031 Part Atlantic Street Plan 285 St. Mary's being Parts 16 and 17 Plan 1R13599, in the Plummer Subdivision, Plan 285 were established as public streets and assumed for public use by By-law 2019-195;

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. **STREETS CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The streets more particularly described as that portion of Blake Avenue described as part PIN 31546-0012 (LT) Blake Av Plan 285 St. Mary's being Parts 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 Plan 1R13599 and that portion of Atlantic Street described as part PIN 31546-0031 Part Atlantic Street Plan 285 St. Mary's being Parts 16 and 17 Plan 1R13599, in the Plummer Subdivision, Plan 285, having been assumed by the Corporation for public use, are hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same are 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.

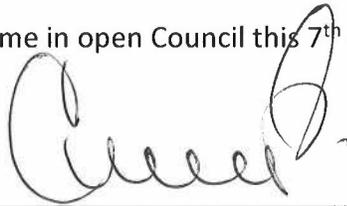
3. **EASEMENTS TO BE RETAINED**

The streets are 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 7th day of October, 2019.



MAYOR - CHRISTIAN PROVENZANO



CITY CLERK – RACHEL TYCZINSKI

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of the streets more particularly described as that portion of Blake Avenue described as part PIN 31546-0012 (LT) Blake Av Plan 285 St. Mary's being Parts 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 Plan 1R13599 and that portion of Atlantic Street described as part PIN 31546-0031 Part Atlantic Street Plan 285 St. Mary's being Parts 16 and 17 Plan 1R13599, in the Plummer Subdivision, Plan 285.

Read the **THIRD** time in open Council and passed this 29th day of January, 2024.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

This drawing is for information purposes only. It does not form part of the by-law.

SCHEDULE "A"

