



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

Monday, September 14, 2020

4:30 pm

Council Chambers
Civic Centre

Pages

1.	Adoption of Minutes	17 - 32
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Mover Councillor M. Scott

Seconder Councillor L. Vezneau-Allen

Resolved that the Minutes of the Regular Council Meeting of 2020 08 10 be approved.

2.	Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
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3.	Declaration of Pecuniary Interest	
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3.1	<i>Councillor M. Shoemaker - Algoma Central Railway Inc. Property Acquisition – Gateway Site</i>	
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Property owner is a client of law firm.

3.2	<i>Councillor M. Shoemaker - By-law 2020-164 (Property Acquisition) ACR Property Abutting the Gateway Site</i>	
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Property owner is a client of law firm.

3.3	<i>Councillor M. Shoemaker - A-8-20-Z 1765 Great Northern Road (Caswell)</i>	
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Applicant is a client of law firm.

3.4	<i>Councillor M. Shoemaker - 2020-175 (Zoning) 1765 Great Northern Road (Caswell)</i>	
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Applicant is a client of law firm.

3.5	Councillor C. Gardi - Millennium Court Ravine Remedial Work	
	Owner of property in the immediate vicinity.	
4.	Approve Agenda as Presented	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the Agenda for 2020 09 14 City Council Meeting as presented be approved.	
5.	Proclamations/Delegations	
5.1	Ronald A. Irwin Civic Centre Dedication	
	Hon. Ronald A. Irwin, C.M., LL.B., Q.C., P.C.	
5.2	Latin / Hispanic Heritage Month	33 - 33
5.3	Hunger Action Month	
5.4	Ovarian Cancer Awareness Month	34 - 34
5.5	Recovery Month	
6.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor M. Scott	
	Seconder Councillor L. Dufour	
	Resolved that all the items listed under date 2020 09 14 – Agenda item 6 – Consent Agenda save and except Agenda item 6.11 be approved as recommended.	
6.1	Outstanding Council Resolutions	35 - 40
6.2	Correspondence – Noise By-law Exemption	41 - 41
	A request for exemption from the noise by-law is attached for the consideration of Council.	
	The relevant By-law 2020-169 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.3	RFP – Point of Sale System (POS) – Arenas	42 - 43
	A report of the Manager of Purchasing is attached for the consideration of Council.	

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated 2020 09 14 be received and that the proposal submitted by TouchBistro Inc. for the provision of a Point of Sale System (POS), as required by the Arenas Division of Community Development and Enterprise Services be approved.

6.4	RFP – Relocation of Downtown Bus Terminal Class Environmental Assessment	44 - 45
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	The relevant By-law 2020-172 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.5	Twin Pad Arena – ICIP Community, Culture and Recreation Funding Application	46 - 49
	A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 09 14 concerning Twin Pad Arena – ICIP Community, Culture and Recreation Funding Application be received and that staff be requested to report back with options and a recommendation regarding replacement of the W.J. McMeeken arena no later than October 26, 2020.	
6.6	Wellington Street Underpass Rehabilitation – Increased Engineering Fees	50 - 51
	A report of the Manager, Design and Transportation Engineering is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Dufour	
	Resolved that the report of the Manager, Design and Transportation Engineering dated 2020 09 14 concerning Wellington Street Underpass Rehabilitation Engineering Fees be received and that Council authorize the further increase of \$28,3000 in the engineering fee limit to a limit of \$84,600.	
6.7	Millennium Court Ravine Remedial Work	52 - 53
	A report of the Manager, Design and Transportation Engineering is attached for the consideration of Council.	
	Mover Councillor M. Scott	

Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Manager, Design and Transportation Engineering dated 2020 09 14 concerning Millennium Court Ravine Remedial Work be received and that \$227,370 from uncommitted capital funds in 2020 be used to finance the project.

6.8	POA – Third Inter-Municipal Agreement	54 - 55
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2020-165 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.9	Canadian Pacific Welcome Sign Agreement	56 - 57
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2020-166 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.10	Housekeeping – Delegate Signing Authority – Suite Holder Agreements	58 - 59
	A report of the Solicitor/Prosecutor is attached for the consideration of Council.	
	The relevant By-law 2020-174 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.11	89 Hudson Street, Purchase of Property	60 - 61
	A report of the City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2020-171 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.12	Builders Risk Insurance for West End Sewage Treatment Plant	62 - 63
	A report of the City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2020-170 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.13	Contract 2020-11E – Northern Community Centre Multi-Use-Path/Bridge Project	64 - 67
	A report of the City Planner is attached for the consideration of Council.	
	The relevant By-law 2020-168 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	

6.14	Algoma Central Railway Inc. Property Acquisition – Gateway Site	68 - 71
	A report of the Deputy CAO, Community Development and Community Services is attached for the consideration of Council.	
	The relevant By-law 2020-164 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.15	Ontario Municipal Commuter Cycling Funding – Amending Agreement	72 - 77
	A report of the Senior Planner is attached for the consideration of Council.	
	The relevant By-law 2020-159 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.16	DCIP – Financial Incentive Grant Applications – September 2020	78 - 84
	A report of the Senior Planner is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the Senior Planner dated 2020 09 14 concerning Downtown Community Improvement Plan Financial Incentive applications be received and that the following grant applications be approved:	
	1. 274 North Street: Facade Improvement - \$20,000	
	2. 258 Queen Street East: Building Activation - \$20,000	
	3. 405 Queen Street East: Building Activation - \$20,000	
6.17	<i>Correspondence – Reaching Home Funding</i>	
	Correspondence from Mayor Provenzano to Minister and Parliamentary Assistant, Ministry of Families, Children and Social Development	
7.	Reports of City Departments, Boards and Committees	
7.1	Administration	
7.2	Corporate Services	
7.3	Community Development and Enterprise Services	
7.4	Public Works and Engineering Services	
7.5	Fire Services	
7.6	Legal	

7.6.1

Insurance Requirements for Patios

85 - 88

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the City Solicitor and Risk Manager dated 2020 09 14 concerning insurance requirements for patios be received and that liability insurance requirements be maintained at \$2m for unlicensed patios and \$5m for licensed patios.

7.7

Planning

7.7.1

A-1-20-Z 25 Donna Drive and 468 Second Line West (1890714 Ontario Inc. c/o Steve Ficociello)

89 - 138

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

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that the report of the Senior Planner dated 2020 02 24 concerning Rezoning Application A-1-20-Z be received and that Council rezone the subject property from Single Detached Residential Zone (R2) and Parks and Recreation Zone (PR) to Low Density Residential Zone (R3.S) with a special exception to reduce the rear yard (Second Line) setback requirement from 10m to 7.5m;

That the property be deemed subject to site plan control pursuant to section 41 of the *Planning Act*

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

7.7.1.1

Additional Correspondence

139 - 140

7.7.2

A-7-20-Z.OP 170 Old Garden River Road (2436112 Ontario Inc. - c/o Andre Riopel)

141 - 152

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated 2020 09 14 concerning Official Plan and Zoning amendment application A-7-20-Z.OP be received and that Council rezone the subject property from Single-Detached Residential Zone (R2) to General Commercial Zone (C4.S) with a special exception to:

1. Permit the continued use of the existing single-detached dwelling unit;

2. Reduce the front yard setback from 6m to 5m for the existing single detached dwelling;
3. Reduce the rear yard setback from 10m to 2m for the existing single detached building;
4. Reduce the projection setback into rear lot line from 3m to 0m for the existing deck only;
5. Permit parking to be located in a required front yard only for the single detached dwelling.

That the subject property be deemed subject to site plan control pursuant to section 41 of the *Planning Act*

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

7.7.3

A-8-20-Z 1765 Great Northern Road (Caswell)

153 - 161

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Senior Planner dated 2020 09 14 concerning Rezoning Application A-8-20-Z be received and that Council rezone the portion of the subject property, as shown on the maps attached, from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a special exception to permit the construction of an 18.3m x 30.5m (60'x100') cold storage building, subject to the following condition:

- That the storage of chemicals or petroleum products within the cold storage building is prohibited.

The relevant By-law 2020-175 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7.7.4

A-9-20-Z.OP 12 Fish Hatchery Road (Roubal)

162 - 175

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Planner dated 2020 09 14 concerning Official Plan and Zoning amendment Application A-9-20-Z.OP be received and that Council:

Approve Official Plan Amendment 228 by way of a notwithstanding clause to the Rural Area land use policies to permit retail sales and food service on the subject property; and

Rezone the subject property from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a special exception to:

1. Permit the sale and service of bicycles, skis and other non motorized outdoor equipment and food services;
2. Reduce the front yard (Landslide Road) setback from 30m to 10m for the existing building only;
3. Reduce the exterior side yard (Fish Hatchery Road) setback from 15m to 8m for the existing building only;
4. Permit parking to be located no closer than 15m to the required interior side yard and no closer than 10m to the required front yard.

And that the subject property be deemed subject to site plan control pursuant to section 41 of the *Planning Act*

And that the Legal Department be requested to prepare the necessary by-laws to effect the same.

7.7.5 A-6-20-Z 21 Garden Avenue (Daniel and Alissa Perri) 176 - 201

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Junior Planner dated 2020 09 14 concerning planning application A-6-20-Z 21 Garden Avenue be received, and that Council approve the application by rezoning the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a Special Exception to:

1. Reduce the required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces, and
2. Reduce the required lot frontage from 18m to 17.5m

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

7.7.5.1 Additional Correspondence 202 - 206

7.8 Boards and Committees

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

8.1 Assistance for Regional Community Airports

Mover Councillor M. Shoemaker

Seconder Councillor C. Gardi

Whereas regional community airports are of strategic national importance and play an essential role in Canada's air transportation sector, providing vital services and connecting remote communities with the rest of the country and the world; and

Whereas regional community airports like the Sault Ste. Marie Airport are part of a larger multi-modal transportation system, maintaining trade and the flow of goods and providing life-saving access to emergency transport through medivac services; and

Whereas regional community airports provide a public benefit that extends far beyond the communities in which they are located and are critical to the overall social and economic health and well-being of local communities; and

Whereas the COVID-19 pandemic has significantly impacted the aviation industry, resulting in dramatic reductions in revenue for regional airport operations;

Now Therefore Be it Resolved that the City of Sault Ste. Marie requests that the federal and provincial governments provide regional community airports with financial assistance needed to ensure their continued operation until domestic, trans-border and international travel resumes and the industry recovers;

Further that a copy of this resolution be sent to the Honourable Marc Garneau, Minister of Transport; the Honourable Bill Morneau, Minister of Finance; the Honourable Melanie Joly, Minister of Economic Development and Official Languages; Terry Sheehan, MP for Sault Ste. Marie; Ross Romano, MPP for Sault Ste. Marie; the Honourable Vic Fedeli, Ontario's Minister of Economic Development, Job Creation and Trade; the Honourable Caroline Mulroney, Ontario's Minister of Transportation; the Honourable Rod Phillips, Ontario's Minister of Finance, the Honourable Steve Clark, Ontario's Minister of Municipal Affairs and Housing, the Honourable Greg Rickford, Ontario's Minister of Energy, Mines, Northern Development and Indigenous Affairs, the Sault Ste. Marie Chamber of Commerce; The Federation of Northern Ontario Municipalities, Northwestern Ontario Municipal Association, Rural Ontario Municipal Association, Association of Municipalities of Ontario, Canadian Airports Council and Airport Management Council of Ontario.

8.2

Provincial / Municipal Grants for Upgrading Homes

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Whereas the Provincial Government and the City of Sault Ste. Marie had previously offered grants to homeowners who wanted to make improvements to their residences, and such program was extremely successful; and

Whereas it is in the interest of the City of Sault Ste. Marie for homes to be well maintained and updated; and

Whereas many individuals across Ontario, including in Sault Ste. Marie, live on a fixed income and have difficulty finding the resources to make upgrades to their residences;

Now Therefore Be It Resolved that the Planning Department review the historic success of the provincial-municipal grant program and report and make recommendations on whether funds are available from a provincial or

municipal source to assist those on fixed incomes with the upgrading and maintenance of their homes.

8.3

Notice of Motion

Mover Councillor M. Shoemaker

Seconder _____

Whereas in February 2018 Council approved a rezoning for a new Pino's grocery store on Great Northern Road; and

Whereas as part of that rezoning approval, Council approved a traffic light to be installed at a to-be constructed entrance to Pino's adjacent to the Walmart laneway just north of Superior Home Bakery; and

Whereas businesses in the immediate vicinity of the proposed intersection were concerned about the ability of their clients and customers to get in and out of their premises; and

Whereas a potential solution to the access issue for those businesses would be for Walmart to grant them access to their laneway that will be controlled by a traffic signal; and

Whereas construction has begun on the installation of the traffic signals but agreements have not yet been reached between businesses that abut Walmart's laneway, and Walmart, for access to the Walmart laneway, and Walmart has been difficult to communicate with on the issue, ignoring various outreaches and correspondence;

Now Therefore Be It Resolved that Council direct that installation of traffic signals at the new intersection be paused until such time as agreements are reached or progress has been made on negotiations of such agreements between neighbouring businesses and Walmart for access to their laneway;

Further Be It Resolved that staff continue to make efforts to reach out to Walmart to facilitate the negotiations for said access, as they've been attempting to do for quite some time.

9.

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

10.

Adoption of Report of the Committee of the Whole

11.

Consideration and Passing of By-laws

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda under date 2020 09 14 save and except By-laws 2020-164 and 2020-175 be approved.

11.1

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

simple majority

11.1.1	By-law 2020-143 (Zoning) 305 Selby Road (Mike Savino)	207 - 209
	Council Report was passed by Council resolution on August 10, 2020.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that By-law 2020-143 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 305 Selby Road (Mike Savino) be passed in open Council this 14th day of September, 2020.	
11.1.2	By-law 2020-152 (Zoning) 35 Fairview Avenue (Cosmo Joseph Gervasi)	210 - 212
	Council Report was passed by Council resolution on August 10, 2020.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that By-law 2020-152 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 35 Fairview Avenue (Cosmo Joseph Gervasi) be passed in open Council this 14th day of September, 2020.	
11.1.3	By-law 2020-153 (Development Control) 35 Fairview Avenue (Cosmo Joseph Gervasi)	213 - 214
	Council Report was passed by Council resolution on August 10, 2020.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that By-law 2020-153 being a by-law to designate the lands located at 35 Fairview Avenue an area of site plan control (Cosmo Joseph Gervasi) be passed in open Council this 14th day of September, 2020.	
11.1.4	By-law 2020-159 (Agreement) Ontario Municipal Commuter Cycling	215 - 219
	A report of the Senior Planner is on the Agenda.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that By-law 2020-159 being a by-law to authorize the execution of the Amending Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Ontario Municipal Commuter Cycling Program Transfer Payment be passed in open Council this 14th day of September, 2020.	
11.1.5	By-law 2020-160 (Zoning) 36 Wright Street (BDI Holdings Limited/Shawn	220 - 222

Spurr)

Council Report was passed by Council resolution on August 10, 2020.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2020-160 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 36 Wright Street (BDI Holdings Limited c/o Shawn Spurr) be passed in open Council this 14th day of September, 2020.

- 11.1.6 **By-law 2020-161 (Development Control) 36 Wright Street (BDI Holdings Limited/Shawn Spurr)** 223 - 224

Council report was passed by Council resolution on August 10, 2020.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2020-161 being a by-law to designate the lands located at 36 Wright Street an area of site plan control (BDI Holdings Limited c/o Shawn Spurr) be passed in open Council this 14th day of September, 2020.

- 11.1.7 **By-law 2020-162 (Zoning) 412 Second Line West and 236 Prentice Avenue (Pasquale Lento)** 225 - 227

Council Report was passed by Council resolution on August 10, 2020.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2020-162 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 412 Second Line West and 236 Prentice Avenue (Pasquale Lento) be passed in open Council this 14th day of September, 2020.

- 11.1.8 **By-law 2020-163 (Development Control) 412 Second Line West and 236 Prentice Avenue (Pasquale Lento)** 228 - 229

Council Report was passed by Council resolution on August 10, 2020.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2020-163 being a by-law to designate the lands located at 412 Second Line West and 236 Prentice Avenue an area of site plan control (Pasquale Lento) be passed in open Council this 14th day of September, 2020.

- 11.1.9 **By-law 2020-164 (Property Acquisition) ACR Property Abutting the Gateway Site** 230 - 231

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2020-164 being a by-law to authorize the acquisition of property located abutting the Gateway Site (Algoma Central Railway Inc.) be passed in open Council this 14th day of September, 2020.

11.1.10	By-law 2020-165 (Agreement) POA – Inter-Municipal	232 - 237
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A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2020-165 being a by-law to authorize the execution of the Third Inter-Municipal Agreement between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services be passed in open Council this 14th day of September, 2020.

11.1.11	By-law 2020-166 (Agreement) Welcome Sign on CP Property	238 - 253
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A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2020-166 being a by-law to authorize the execution of the Agreement between the City and Canada Pacific to permit the City to maintain a welcome sign on Canadian Pacific's property be passed in open Council this 14th day of September, 2020.

11.1.12	By-law 2020-167 (Traffic) Amend Traffic By-law 77-200	254 - 257
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Council Report was passed on August 12, 2019 and Council Report was passed on July 13, 2020.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2020-167 being a by-law to amend Schedule "A" of Traffic By-law 77-200 be passed in open Council this 14th day of September, 2020.

11.1.13	By-law 2020-168 (Agreement) Northern Community Centre Multi Use Path/Bridge Project	258 - 260
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A report of the Senior Planner is on the Agenda.

Mover Councillor C. Gardi
Seconder Councillor L. Dufour
Resolved that By-law 2020-168 being a by-law to authorize the execution of the Agreement between the City and Avery Construction Limited for the Northern Community Centre Multi-Use-Path/Bridge Project (Contract 2020-11E) be passed in open Council this 14th day of September, 2020.

- 11.1.14 **By-law 2020-169 (Regulations) Amend Noise Control By-law 80-200** 261 - 261

Correspondence from Kaili Morano appears is on the Agenda.

Mover Councillor C. Gardi
Seconder Councillor L. Dufour
Resolved that By-law 2020-169 being a by-law to exempt the wedding of Kaili Morano at 424 Fourth Line West on September 18, 2020 from 11:00 a.m. to 1:00 a.m. from Noise Control By-law 80-200 be passed in open Council this 14th day of September, 2020.

- 11.1.15 **By-law 2020-170 (Insurance) Builders Risk Insurance West End Sewage Treatment Plan upgrades** 262 - 263

A report of the City Solicitor is on the Agenda.

Mover Councillor C. Gardi
Seconder Councillor L. Dufour
Resolved that By-law 2020-170 being a by-law to authorize the approval of the Builders Risk Insurance costs for the West End Sewage Treatment Plant Phase 1 upgrades be passed in open Council this 14th day of September, 2020.

- 11.1.16 **By-law 2020-171 (Property Acquisition) 89 Hudson Street (598096 Ontario Limited Trahan)** 264 - 265

A report from the City Solicitor is on the Agenda.

Mover Councillor C. Gardi
Seconder Councillor L. Dufour
Resolved that By-law 2020-171 being a by-law to authorize the acquisition of property located at 89 Hudson Street (598096 Ontario Limited – Trahan).

- 11.1.17 **By-law 2020-172 (Agreement) Relocation Downtown Bus Terminal Environmental Assessment** 266 - 306

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

Mover Councillor C. Gardi
Seconder Councillor L. Dufour
Resolved that By-law 2020-172 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for the

provision of engineering services associated with the conducting of a Municipal Class Environmental Assessment for the relocation of the Downtown Bus Terminal be passed in open Council this 14th day of September, 2020.

11.1.18	By-law 2020-173 (Agreement) Canadian Union of Public Employees - Public Works CUPE No. 3	307 - 369
	Mover Councillor C. Gardi Seconder Councillor L. Dufour Resolved that By-law 2020-173 being a by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees - Public Works for the term commencing February 1, 2019 to January 31, 2023 be passed in open Council this 14th day of September, 2020.	
11.1.19	By-law 2020-174 (Delegation) Director Community Services Suite Holder Agreements	370 - 384
	A report of the Solicitor/Prosecutor is on the Agenda. Mover Councillor C. Gardi Seconder Councillor L. Dufour Resolved that By-law 2020-174 being a by-law to authorize the Director of Community Services, or his/her designate, to enter into standard agreements between the City and suite holders of the GFL Memorial Gardens (or as named in the Agreement, Sault Ste. Marie Sports & Entertainment Centre) be passed in open Council this 14th day of September, 2020.	
11.1.20	2020-175 (Zoning) 1765 Great Northern Road (Caswell)	385 - 387
	A report from the Senior Planner is on the Agenda. Mover Councillor C. Gardi Seconder Councillor L. Dufour Resolved that By-law 2020-175 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1765 Great Northern Road (Caswell) be passed in open Council this 14th day of September, 2020.	
11.2	By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority	
11.3	By-laws before Council for THIRD reading which do not require more than a simple majority	
12.	Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda	

13.

Closed Session

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that this Council move into closed session to discuss one item subject to solicitor/client privilege.

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 matters without the need for a further authorizing resolution.

Municipal Act section 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that this Council move into closed session to discuss two proposed acquisitions or dispositions of land and one item subject to third party confidentiality.

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 matters without the need for a further authorizing resolution.

Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; and section 239(2)(i)a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.

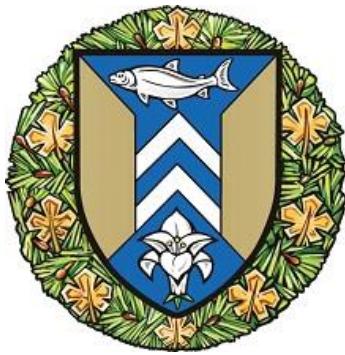
14.

Adjournment

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, August 10, 2020
4:30 pm

Council Chambers
Civic Centre
by videoconference

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

Officials: T. Vair, R. Tyczinski, L. Girardi, K. Fields, S. Schell, P. Johnson, J. Bruzas, D. Elliott, D. McConnell, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa

13. Closed Session

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

Resolved that this Council proceed into closed session to discuss two proposed acquisitions or dispositions of land;

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 matters without the need for a further authorizing resolution.

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

Carried

1. Adoption of Minutes

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the Minutes of the Regular Council Meeting of 2020 07 13 and Special Council Meeting of 2020 07 27 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Councillor M. Shoemaker - Contract 2020-4E – Boardwalk Remediation

Contractor is a client of law firm.

3.2 Councillor M. Shoemaker - By-law 2020-154 (Agreement) Boardwalk Remediation

Contractor is a client of law firm.

3.3 Councillor M. Shoemaker - By-law 2020-147 (Agreement) GFL LED Lighting Upgrades

Contractor is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the Agenda for 2020 08 10 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Canada United

5.2 Application A-2-20-Z – 305 Selby Road

Mike Savino (applicant) was in attendance by telephone.

5.3 Application A-11-19-Z – 412 Second Line West and 236 Prentice Avenue

Ralph Medaglia (agent for the applicant) was in attendance by telephone.

5.4 Application A-3-20-Z – 36 Wright Street

Shawn Spurr and Frank D'Addetta (principals of the applicant) were in attendance by telephone.

Dave Wierzbicki was in attendance by telephone in opposition to the application.

5.5 Application A-4-20-Z – 35 Fairview Avenue

Bruce Willson (counsel for the applicant) was in attendance by telephone.

5.6 Soo Greyhounds Memorial Cup 2021 Bid

Tim Lukenda was in attendance by telephone.

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that all the items listed under date 2020 08 10 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 Municipal Accommodation Tax – Waiver of Penalties and Interest

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

The relevant By-law 2020-158 is listed under item 11 of the Minutes.

6.2 2019 Audited Financial Statements

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Finance dated 2020 08 10 concerning 2019 Audited Financial Statements be received and that the Audited Consolidated Financial Statements and Trust Fund Statements for 2019 be approved.

Carried

6.3 Second Quarter Financial Report: COVID-19 Financial Implications

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Finance dated 2020 08 10 concerning Second Quarter Financial Report to 2020 06 30: COVID-19 Financial Implications be received as information.

Carried

6.4 RFP – Professional Services – Feasibility Study and Preliminary Design Concept for Kinsmen Centre

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

The relevant By-law 2020-150 is listed under item 11 of the Minutes.

6.5 RFP – Online Learning/Training System

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated 2020 08 10 concerning RFP – Online Learning/Training System be received and that the proposal submitted by Noverant as required by Human Resources and Public Works for the three (3) year period commencing August 2020 (with the option for up to two (2) additional years by mutual agreement) be approved.

Carried

6.6 Smart Industrial/Business Park

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 08 10 concerning Smart Industrial/Business Park be received as information.

Carried

6.7 Broadband Application to Support a Next-Generation Broadband Network in Ward 5

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 08 10 concerning Broadband Application to Support a Next-Generation Broad Band Network in Ward 5 be received and that the submission of an application to CENGN for a pilot project to support the deployment of a next-generation broadband network in Ward 5 be approved.

Carried

6.8 GFL Memorial Gardens Fan-Friendly Pricing

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Community Services dated 2020 08 10 concerning Fan-Friendly pricing be received and that Council approve fan-friendly pricing options as a permanent product offering at the GFL Memorial Gardens.

Carried

6.9 Northern Transfer Point Agreement with Sault College

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

The relevant By-law 2020-142 and 2020-157 are listed under item 11 of the Minutes.

6.10 Supplemental Funding Request – Ermatinger-Clergue National Historical Site

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

The relevant By-law 2020-145 is listed under item 11 of the Minutes.

6.11 Community War Memorial Grant Agreement

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

The relevant By-law 2020-146 is listed under item 11 of the Minutes.

6.12 Rental Housing Incentive Program Extension

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

The relevant By-law 2020-155 is listed under item 11 of the Minutes.

6.13 Outdoor Patio Approvals

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

The relevant By-law 2020-156 is listed under item 11 of the Minutes.

6.14 Downtown Public Realm Priorities – NOHFC Funding

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Senior Planner dated 2020 08 10 concerning Downtown Public Realm priorities be received and that Council authorize staff to proceed with the procurement required to implement the downtown public realm priority projects as recommended.

Carried

6.15 Wellington Street Underpass – Public Works Remedial Work

The report of the Director of Public Works was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Public Works dated 2020 08 10 concerning Wellington Street Underpass remedial work be received and that the Miscellaneous Construction budget be approved to fund the effort.

Carried

6.16 Contract 2020-4E – Boardwalk Remediation

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

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 08 10 concerning Boardwalk Remediation be received and that Contract 2020-4E be awarded to Avery Construction Limited; further that a portion of the upgrades to the street lighting system on St. Mary's River Drive be included in this contract; and that Tulloch Engineering's engineering fee estimate be increased by \$9,475 to include the design of the St. Mary's River Drive street lighting.

The relevant By-law 2020-154 authorizing execution of the contract with Avery Construction Limited appears under item 11 of the Agenda and will be read with all by-laws under that item.

Carried

6.17 Connor Road Culvert Tender

The report of the Land Development and Environmental Engineer was received by Council.

The relevant By-law 2020-148 is listed under item 11 of the Minutes.

6.18 Parking Lot Lease – 272 Wellington Street West

The report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

The relevant By-law 2020-151 is listed under item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 Soo Greyhounds Memorial Cup 2021 Bid

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 08 10 concerning the Soo Greyhounds Memorial Cup 2021 bid be received and that the request for funding in the amount of \$300,000 from the Economic Development Fund for the Soo Greyhounds to host the 2021 Memorial Cup be approved.

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

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-2-20-Z 305 Selby Road (Mike Savino)

The report of the Junior Planner was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Junior Planner dated 2020 08 10 concerning Rezoning Application A-2-20-Z 305 Selby Road be received and that Council approve the application and rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a Special Exception to reduce the number of required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces;

Further that the Legal Department be requested to prepare the by-law necessary to effect the same.

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

Carried

7.7.2 A-11-19-Z 412 Second Line West and 236 Prentice Avenue (Pasquale Lento)

The report of the Planner was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Planner dated 2020 08 10 concerning rezoning application A-11-19-Z be received and that Council approve the application and rezone the subject properties from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a special exception to permit two multiple-attached buildings subject to the following provisions:

1. A 1.8 metre fence must be constructed along the east lot line;
2. A 2.4 metre fence must be installed between the subject property and 232 Prentice Avenue;
3. The subject property be deemed as an area of site plan control;

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

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

Carried

7.7.3 A-3-20-Z 36 Wright Street (BDI Holdings Limited)

The report of the Planner was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor M. Shoemaker

Resolved that the report of the Planner dated 2020 08 10 concerning rezoning application A-3-20-Z be received and that Council approve the application and rezone the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with the following special exceptions:

1. Permit a multiple attached building;
2. Permit parking spaces in the required front yard;
3. Reduce the required front yard setback from 7.5 metres to 5.8 metres;
4. Reduce the required rear yard setback from 10 metres to 6.7 metres;
5. The subject property be deemed as an area of site plan control;

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

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

Carried

7.7.4 A-4-20-Z 35 Fairview Avenue (Willson)

Acting Mayor M. Bruni assumed the Chair for this item only.

The report of the Planner was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Planner dated 2020 08 10 concerned rezoning application A-4-20 Z be received and that Council approve the application and rezone the subject property from Single-Detached Residential Zone (R2) to Low Density Residential Zone (R2.S) with the following special exceptions:

1. Permit a triplex;
2. Reduce the parking requirement from 4 to 3 spaces with a combined stall width not exceeding 8.5 metres;
3. Permit parking spaces in the required front yard setback;
4. Reduce the west side yard setback from 1.2 to 0.9 metres;
5. Permit a stairway structure to project to within 0 metres of the west lot line subsequent to Ontario Building Code requirements;
6. The subject property be deemed an area of site plan control.

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

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

Carried

7.8 Boards and Committees

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

8.1 Insurance Requirements for Patios

Moved by: Councillor L. Dufour

Seconded by: Councillor L. Vezeau-Allen

Whereas during the current COVID-19 environment many eating establishments have developed outdoor patios to serve customers and maintain business operations; and

Whereas patios offer an alternative for patrons; and

Whereas currently in Sault Ste. Marie applicants must maintain minimum liability insurance of \$2,000,000, which increases to \$5,000,000 where alcohol is involved; and

Whereas the increase in insurance liability can raise premiums for business owners on average from \$1,600 to \$2,000; and

Whereas many other municipalities across Ontario only require \$2,000,000 in liability insurance where alcohol is served (City of Sudbury, City of Toronto, City of Waterloo, City of Barrie); and

Whereas to promote and support local businesses to grow and thrive;

Now Therefore Be It Resolved that the Legal Department be requested to review and report back regarding insurance requirements for all patio establishments including a by-law amendment fixing liability insurance at \$2,000,000.

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

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that all By-laws under item 11 of the Agenda save and except By-laws 2020-147 and 2020-154 under date 2020 08 10 be approved.

Carried

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

11.1.1 By-law 2020-141 Procurement Policies and Procedures

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-141 being a by-law that establishes the authority and sets out the methods by which Goods, Services or Construction will be purchased and disposed of for the purposes of the City of Sault Ste. Marie be passed in open Council this 10th day of August, 2020.

Carried

11.1.2 By-law 2020-142 (Agreement) Sault College (Northern Transfer Point)

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

Resolved that By-law 2020-142 being a by-law to authorize the execution of the Agreement between the City and Sault College of Applied Arts and Technology for the long-term lease to support the construction of the Northern Transfer Point be passed in open Council this 10th day of August, 2020.

Carried

11.1.3 By-law 2020-145 (Agreement) Rural Economic Development Program (RED)

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

Resolved that By-law 2020-145 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for funding under the Rural Economic Development Program be passed in open Council this 10th day of August, 2020.

Carried

11.1.4 By-law 2020-146 (Agreement) Community War Memorial Grant

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

Resolved that By-law 2020-146 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Veterans Affairs for funding in the amount of \$24,986 to support the restoration of the Memorial Tower be passed in open Council this 10th day of August, 2020.

Carried

11.1.6 By-law 2020-148 (Agreement) Connor Road Culvert Repair

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

Resolved that By-law 2020-148 being a by-law to authorize the execution of the Contract between the City and EllisDon Civil Ltd. for the Connor Road culvert repair (Contract 2020-10E) be passed in open Council this 10th day of August, 2020.

Carried

11.1.7 By-law 2020-150 (Agreement) Kinsmen Club Feasibility Study and Design Concept

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-150 being a by-law to authorize the execution of the Agreement between the City and IDEA Inc. for the Feasibility Study and Preliminary Design Concept for Kinsmen Centre be passed in open Council this 10th day of August, 2020.

Carried

11.1.8 By-law 2020-151 (Agreement) 272 Wellington Street West Parking Lot Lease

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-151 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Housing Corporation for the Parking Lot Lease for the City Property comprising 272 Wellington Street West be passed in open Council this 10th day of August.

Carried

11.1.10 By-law 2020-155 (Planning) Rental Housing Incentive Program Extension

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-155 being a by-law to extend the Rental Housing Community Improvement Plan for an addition two years be passed in open Council this 10th day of August, 2020.

Carried

11.1.11 By-law 2020-156 (Agreement) Outdoor Patio

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-156 being a by-law to approve the standard form of an Outdoor Patio Agreement and further to delegate to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie and further make minor variations from the standard Outdoor Patio Agreement and Sidewalk Patios Requirements and Guidelines to suit the needs of the particular user and circumstances be passed in open Council this 10th day of August, 2020.

Carried

11.1.12 By-law 2020-157 (Agreement) PUC Private Power Line Crossing Northern Transfer Point

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-157 being a by-law to authorize the execution of the Agreement between the City and PUC Services Inc. for the Private Power Line Crossing – Crossing Private Property Acknowledgement be passed in open Council this 10th day of August, 2020.

Carried

11.1.13 By-law 2020-158 Amend By-law 2018-218 Municipal Accommodation Tax (MAT)

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-158 being a by-law to amend the Municipal Accommodation Tax By-law 2018-218 be passed in open Council this 10th day of August, 2020.

Carried

11.1.15 By-law 2020-147 (Agreement) GFL LED Lighting Upgrades

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-147 being a by-law to authorize the execution of the Agreement between the City and S&T Electrical Contractors Limited for LED Lighting Upgrades in the arena bowl at the GFL Memorial Gardens be passed in open Council this 10th day of August, 2020.

Carried

11.1.9 By-law 2020-154 (Agreement) Boardwalk Remediation

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-154 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the construction of scour protection along the St. Mary's River waterfront from the viewing platform east of the Clergue Generating Station to the Fort Creek Bridge, and the construction of approximately 260 meters of concrete break wall on the landward side of the walkway including all landscape restoration and new

street lighting along St. Mary's River Drive (Contract 2020-4E) be passed in open Council this 10th day of August, 2020.

Carried

- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority**
- 12. Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 14. Adjournment**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that this Council now adjourn.

Mayor

City Clerk

Hispanic Heritage Month

The Northern Ontario Latin -Hispanic Association NOLHA is a non-profit organization in Sault Ste. Marie, dedicated to promote and celebrate Hispanic and Latin culture and heritage.

We strive to enhance cultural awareness and enrich our community, sharing culture, and providing experiences through the exposure of diverse educational, cultural, and artistic events to further the understanding of our Hispanic/Latin culture.

Ontario is home to more than 400,000 first-, second- and third-generation Canadians of Hispanic origin. As early as 1914, Canadians who originated from the 23 Hispanic countries began immigrating to the province and today the Hispanic community is one of the fastest growing in Ontario. In fact, in 2011, almost 900,000 people declared Spanish as their native language and reported Latin American, Brazilian(Portuguese-speaking) and Spanish origins.

This year NOLHA in partnership with El Canasto Latin Market Store and The Ermantiger Clergue National Historic Site would like to invite to all community of Sault Ste. Marie to join us to celebrate the Second annual Fundraising celebration of our Hispanic-Latino Heritage Month.

"The main goal of the event is to showcase the flavors of Latin-Hispanic culture and all that NOLHA can offer to our local community. It's great because the community gets an opportunity to taste different food products from Latin-American and Hispanic culture in our community! Also, the event will also act as a way to welcome Sault Ste. Marie's newly established business El Canasto Latin Market to our community and give us an opportunity to celebrate our culture in Northern Ontario and the Latin Hispanic community"

The Latin Flavours Gift Basket has been specially designed to bring an authentic Latin flavor experience to the residents of Sault Ste. Marie.

Those that purchase the Latin Flavours Gift Basket can expect a decorated basket filled with seven authentic products from Central and South America, a recipe, and MUCHO sabor!

Get your tickets now for the Latin Flavours Gift Basket from Eventbrite.ca. The baskets will be ready to pick up at the Ermatinger Clergue National Historic Site on September 25th and 26th, 2020 from 11:00 a.m. to 4:00 p.m.

Latin Americans and the Hispanic community in Canada have made significant contributions to the social, economic, and political fabric of the nation. October is Hispanic Heritage Month. During National Hispanic Heritage month we recognize the contributions, celebrate and learn more the many achievements and contributions of all Hispanic people in Canada. Thank you.

2020/09/14



Ovarian Cancer Canada
Cancer de l'ovaire Canada



How much do you know about ovarian cancer?

- 1. Annual pap tests detect ovarian cancer.** True False
- 2. Bloating and indigestion are symptoms of ovarian cancer.** True
False
- 3. Most women diagnosed with ovarian cancer have no family history of the disease.** True False
- 4. The HPV vaccine protects against ovarian cancer.** True
False
- 5. Recognizing persistent symptoms and seeing a doctor is currently your best chance for early detection and survival.** True
False

For more information about ovarian cancer, visit Ovarian Cancer Canada at www.ovariancanada.org or call toll-free 1-877-413-7970

To book a **Knowledge is Power** one-hour presentation for your group, workplace or organization, email the Zonta Club of Sault Ste. Marie Area at zonta0839@hotmail.com

ANSWERS: 1. False 2. True 3. True 4. False 5. True

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
8-Jun-15		Animation Cel Collection			Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.		S. Butland S. Myers
21-Nov-16	CAO	Employee Innovation Program	M. White	Q4 2020	SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017		F. Fata S. Hollingsworth
23-Jan-17	Corporate Services	Posting of Expenses to Website	R. Tyczinski	Q4 2020	Review practicality of posting departmental budgets on website or in any other convenient format as well as staff travel expenses and travel reports and all City credit card statements and report back		M. Shoemaker S. Hollingsworth
8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q4 2020	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown development priorities. Will also tie into branding work being undertaken by FutureSSM and STC.	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids	P. Christian S. Butland
26-Jun-17	CD&ES Legal	Weekend Downtown Street Closures	T. Vair K. Fields	Q4 2020	Information was presented to the DTA Board in November 2019, and DTA is following up with their membership to determine interest.	Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.	M. Shoemaker S. Hollingsworth
11-Sep-17	Legal	Red Pine Drive	K. Fields		Pending	Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M. Shoemaker J. Krmpotich
25-Sep-17	PW&ES	Local Improvement Charges for Roads	D. Elliott R. Tyczinski	Q3 2020	Develop a comprehensive local improvement charges policy that will see local improvements charged in all or most of the road reconstruction projects or in projects that upgrade roads to a higher class of surface.		O. Grandinetti M. Shoemaker

23-Oct-17	CD&ES	There's an App for That	T. Vair	Q4 2020	FutureSSM team in collaboration with City IT to examine opportunity to create and fund this app	Develop an app where information on City services can be obtained (maps of heritage properties, recreational facilities, corporate events calendar, etc.	M. Shoemaker J. Huppenen
11-Dec-17	CD&ES	Downtown Safety Strategy	T. Vair	Q4 2020	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown priorities.	Identify a downtown safety strategy and include as part of the Downtown Development Strategy (in consultation with Sault Ste. Marie Police Service, Downtown Association, and other related community groups seeking to increase public safety).	S. Hollingsworth S. Myers
20-Feb-18	CD&ES	Long Term Beds	D. McConnell	Q4 2020	Late addition	Investigate the potential for a community improvement plan for long term care homes.	M. Shoemaker R. Niro
9-Apr-18	CD&ES	Snow Dumps	D. McConnell	Q4 2020		Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible	M. Shoemaker S. Butland
9-Apr-18	Corporate Services	Open Data	F. Coccimiglio	Q1 2021		Research, develop and draft an open data plan and strategy for the municipal corporation	S. Hollingsworth S. Butland
23-Apr-18	CD&ES	Sault Ste. Marie Branded Products	T. Vair	Q4 2020	Will be added to FutureSSM report.	Investigate and report on feasibility of selling Sault Ste. Marie-branded products both online and by partnering with local retailers.	M. Shoemaker O. Grandinetti
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	M. White T. Vair	Q4 2020	Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work	Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates	M. Shoemaker R. Niro
28-May-18	CD&ES	National Housing Strategy Plan	D. McConnell	Q4 2020		Coordinate with Social Services to determine where new social and community housing can be developed, what resources are available and what role the City can play in ensuring availability of property for development including whether property needs to be acquired or re-zoned	M. Shoemaker O. Grandinetti
11-Jun-18	Legal	Upgrades to Class D Gravel Roads	K. Fields	Pending		Investigate the acquisition of remaining existing class D road private rights-of-way	J. Krmpotich S. Butland

10-Dec-18	CD&ES	MPAC Real Property Assessment	D. McConnell	Q4 2020	Report August 12, 2019 Agenda item 6.5; further direction to develop framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units owned by property developers remain partially exempt from assessment and/or taxation pending sale of the unit to a third party	Determine which policy or procedure to implement so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.	M. Shoemaker P. Christian
10-Dec-18	Corporate Services	Sault Ste. Marie Voter Engagement Plan	R. Tyczinski	Q2 2021		Recommendations for 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote.	M. Shoemaker D. Hilsinger
4-Mar-19	CD&ES	Active Transportation	D. McConnell	Q4 2020		Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker
18-Mar-19	CD&ES	Public Input Sessions in Rezoning Application Process	D. McConnell	Q4 2020		Report on feasibility of making public input sessions part of the rezoning application process (with input from local developers).	P. Christian M. Shoemaker
18-Mar-19	CD&ES	Green Laneways	D. McConnell	Q4 2020		Investigate success of green laneways in other Canadian cities and prepare feasibility report on green laneway pilot project for Sault Ste. Marie.	M. Shoemaker L. Dufour
18-Mar-19	Corporate Services	Review of City of Sault Ste. Marie Procurement Policy	S. Schell	Q3 2021		Review of procurement policy to ensure that one of the criteria considered when procuring goods or services is the environmental impact of said procurement and report back with a recommended policy	M. Shoemaker C. Gardi

1-Apr-19	CD&ES	Municipal Autism Strategy	N. Scott	Q4 2020	Strike a sub-committee dedicated to working with community partners to develop a municipal autism strategy to assist families, caregivers and individuals dealing with an autism diagnosis and to create a roadmap for the autism community in shaping the future development of our community	L. Vezneau-Allen C. Gardi
6-May-19	CD&ES Legal	Transient Accommodations	D. McConnell K. Fields	Q4 2020	Report with best practices in other municipalities and recommendations on a framework that permits transient accommodation consistent with and respectful of residential neighbourhoods.	C. Gardi M. Scott
21-May-19	CD&ES	Downtown Trolley	T. Vair	Q1 2021	Study, review, consult and subsequently advise council of the feasibility of implementing a Downtown Trolley	M. Shoemaker P. Christian
17-Jun-19	CD&ES FutureSSM	Knowledge-Based Industry Recruitment Task Force	T. Vair	Q4 2020	Task Force comprised of Innovation Centre, EDC and FutureSSM to develop a targeted recruitment plan to attract and retain remote workers in the knowledge-based industry from the Greater Toronto area to locate to our community.	L. Dufour M. Scott
15-Jul-19	CD&ES	Complete Streets Plan – Pine/Willow Area	D. McConnell	Q4 2020	Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house.	D. Hilsinger M. Shoemaker
12-Aug-19	CD&ES	St Marys River Heritage Walk Committee	T. Vair	Q4 2020	Establish a Committee to study opportunities along the City's waterfront for a St. Marys River Heritage Walk to celebrate and raise awareness among residents and visitors (Councillors P. Christian, M. Shoemaker and Councillor C. Gardi and appropriate staff as resource); Committee also to engage with Municipal Heritage Committee, Indigenous community and any other relevant stakeholders.	P. Christian M. Shoemaker
9-Sep-19	PW&ES	Northern Avenue East/Sackville Road Intersection	L. Girardi C. Rumiel	Q4 2020	Conduct a full study of this intersection to determine if it warrants the provision of a school crossing guard and report back to Council	R. Niro M. Bruni

23-Sep-19	PW&ES	School Zones	L. Girardi	Q4 2020		Bring a policy to Council that clearly establishes conditions for reduced-speed school zones within the city	M. Scott C. Gardi
7-Oct-19	CD&ES	Indoor Mausoleum Feasibility	T. Vair	Q2 2021	March 9, 2020 Agenda item 6.3 - report back Q2 2021	Review feasibility of indoor mausoleums and gauge demand through community outreach	M. Shoemaker R. Niro
4-Nov-19	Legal	Shopping Cart Management Plan	K. Fields	Q4 2020		Draft a by-law requiring retailers that use shopping carts to develop a shopping cart management plan for the retrieval and return of abandoned shopping carts outside of that retailer's property boundaries ensuring enforcement mechanisms are in place for retailers that do not comply or uphold their shopping cart management plan, once developed, or, alternatively, that penalties are in place for failing to develop a shopping cart management plan.	M. Shoemaker M. Bruni
6-Jan-20	CAO	Service Delivery Review	M. White	Q4 2020		Report with proposed actions for each of the Service-Focused Opportunities for Consideration listed in Third Party Service Review Report.	M. Shoemaker R. Niro
6-Jan-20	PW&ES	Elimination of Plastic Bags	L. Girardi	Q4 2020	Community consultation planned for Fall 2020	Consider and report on a process to discourage/eliminate use of plastic bags including a plan for the municipality to reduce and eliminate its use of plastic bags and single use plastics; staff to consult with community stakeholders to receive comment, feedback, input.	C. Gardi D. Hilsinger
20-Jan-20	CAO	Warming Shelters	Malcolm White Peter Johnson	Q4 2020		Review current warming shelter plan, recommend the necessary adjustments based on community needs	M. Shoemaker D. Hilsinger
3-Feb-20	CD&ES	Best for Kids Transit Pilot Project	T. Vair	Q4 2020	March 9, 2020 Agenda item 6.2 - report back Q4 2020	Investigate feasibility of a Transit Services pilot project to run from June 27, 2020 to September 6, 2020, providing free bus rides on weekends to children and their parents attending the Splash Pad, Pump Track, Manzo Pool, Greco Pool and Skateboard Park and report back to Council.	R. Niro M. Shoemaker
24-Feb-20	CD&ES	Snowmobile Road Use	T. Vair	Q1 2021		Investigate feasibility of allowing snowmobiles to use municipal roads for a limited period.	
9-Mar-20	CD&ES	Electric Vehicles for City Fleet	T. Vair	Q3 2020		Investigate electric vehicle and equipment conversion for the City's fleet, including costs and subsequent greenhouse gas emissions.	M. Shoemaker P. Christian

9-Mar-20	CD&ES	Tree Planting	T. Vair	Q4 2020	Unused amounts of the Community Development Fund for environmental initiatives to go toward the purchase of trees in the subsequent year to be planted in City parks/property by City staff for this term of Council.	M. Shoemaker M. Scott
6-Apr-20	PW&ES	Stop Sign at Illinois and Texas Avenue	L. Girardi C. Rumiel	Q4 2020	Report on feasibility of installing a stop sign at the intersection of Illinois Avenue and Texas Avenue to improve pedestrian safety.	P. Christian S. Hollingsworth
13-Jul-20	CD&ES	Finn Hill	Tom Vair	Q1 2021	Review input received, and seek further input on potential improvements to Finn Hill.	S. Hollingsworth M. Shoemaker
13-Jul-20						

Rachel Tyczinski

Subject: FW: Request for Exemption from Noise By-law Kaili Morano - Wedding September 18, 2020

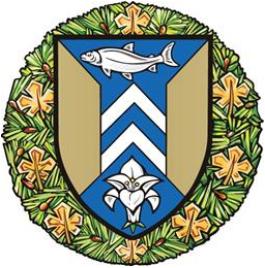
From: Kaili Morano
Sent: Thursday, July 30, 2020 10:59 AM
To: Orsalina Naccarato <o.naccarato@cityssm.on.ca>
Subject: Noise Permit

Hello Orsalina,

I called today to inquire about a noise permit and was told to contact you to start that process. We are having an outdoor wedding in a family friends back yard on Friday Sept 18/2020. The address is 424 Fourth Line West, the one neighbor would be Crimson ridge and the other neighbours are quite a ways down the street but we would like to have this so no one gets in any trouble. Ken from the Grand Gardens advised us to get it from 11-1 a.m. Please let me know if you require any more information for me.

I look forward to hearing from you.

Kaili Morano



The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Point of Sale System (POS) - Arenas

PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of a point of sale system for use at the City's Arenas, as required by the Arenas Division of Community Development & Enterprise Services (CDES). Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on June 19, 2020.

ANALYSIS

Proposals from seven (7) Proponents were received prior to the closing date:

Agilysys, Alpharetta, GA
Appetize Technologies, Inc., Los Angeles, CA
Infocorp Computer Solutions, Toronto, ON
NORPRO, Sault Ste. Marie, ON
PerfectMind Inc., Burnaby, BC
TouchBistro Inc., Toronto, ON
Volante Software Inc., Toronto, ON

The proposals received have been evaluated by a committee comprised of staff from Arenas Division-CDES and Information Technology.

It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is TouchBistro Inc. of Toronto, ON.

FINANCIAL IMPLICATIONS

TouchBistro Inc. has proposed fees of approximately \$78,470 plus HST for supply of the necessary hardware and software licensing for the first year. These costs can be accommodated from within the approved 2020 Capital Computer Software Reserve - \$80,000 was approved in the 2020 Budget for this Project. Annual fees of approximately \$34,525 plus HST for the software cloud subscription and maintenance for the following four (4) years will apply. The cost for the subsequent 4 years will be funded through a 2021 contractual budget increase to Information Technology's Software Support cost centre.

STRATEGIC PLAN / POLICY IMPACT

Implementation of this Point of Sale System is aligned with delivering excellent customer service as outlined in the Service Delivery Focus Area in the Corporate Strategic Plan.

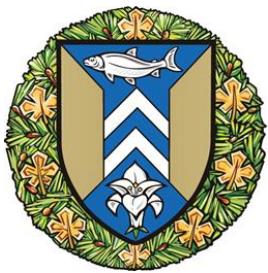
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 09 14 be received and the recommendation that the Proposal submitted by TouchBistro Inc. for the provision of a Point of Sale System (POS), as required by the Arenas Division of Community Development & Enterprise Services, be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Engineering Services – Relocation of the Downtown Bus Terminal Class Environmental Assessment

PURPOSE

This report has been prepared for your information and consideration. Staff is seeking Council approval of the signature of an agreement with Tulloch Engineering Inc. for the provision of engineering services associated with the conducting of a Municipal Class Environmental assessment (EA) for the potential relocation of the Downtown Bus Terminal to the Transit Garage Property at 111 Huron Street as required by the Transit & Parking Division of Community Development and Enterprise Services (CDES).

BACKGROUND

On June 29, 2020, Council approved the recommendation in a Report of the Director of Community Services – Community Development and Enterprise Services requesting authorization to issue an RFP for engineering services associated with public consultation concerning this potential relocation. A Municipal Class Environmental Assessment is required.

A Request for Proposal for the provision of engineering services associated with conducting of a Municipal Class Environmental Assessment was forwarded to all firms on the City's Linear Municipal Infrastructure Category Vendor of Record List. Proposals were required to be submitted for consideration no later than 4:00 p.m. on August 19, 2020.

ANALYSIS

A Proposal from one (1) proponent was received prior to the closing date:

Tulloch Engineering Inc., Sault Ste. Marie, ON

RFP – Engineering Services - Relocation of the Downtown Bus Terminal Class

Environmental Assessment

2020 09 14

Page 2

The Proposal received was evaluated by a committee comprised of staff from Community Development and Enterprise Services.

Subsequent to Proposal evaluation, provision of the required Engineering Services was awarded to Tulloch Engineering Inc. of Sault Ste. Marie, ON. Tulloch has proposed fees of approximately \$40,100 including estimated disbursements and non-rebatable HST for provision of the required services. The fees proposed were within the staff approval levels as authorized in the Purchasing By-law.

FINANCIAL IMPLICATIONS

The Engineering Fees as proposed can be accommodated from within the approved Operating Budget for Community Services.

It is anticipated that approximately 73% of these fees can be recovered from the Investing in Canada Infrastructure Program (ICIP).

STRATEGIC PLAN / POLICY IMPACT

The relocation of the Downtown Bus Terminal is linked to Delivery of New Infrastructure as listed in the Infrastructure Focus area of the Corporate Strategic Plan.

RECOMMENDATION

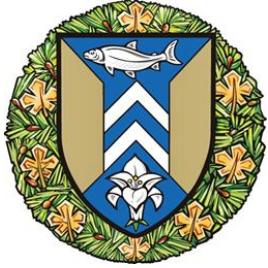
Resolved that the report of the Manager of Purchasing dated 2020 06 29 be received, and the recommendation that signature of the agreement of the Engineering Agreement with Tulloch Engineering Inc. for provision of engineering services associated with the conducting of a Municipal Class EA for the relocation of the Downtown Bus Terminal; in accordance with the Proposal as submitted, be approved.

By-law 2020-172 authorizing signature of the agreement appears elsewhere on the Council Agenda

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Twin Pad Arena – ICIP Community, Culture and Recreation Application

PURPOSE

The purpose of this report is to provide Council with an update related to the City's request for funding from the ICIP Community, Culture and Recreation Fund and recommend a path forward on the twin pad arena project.

BACKGROUND

On November 4, 2019 City Council passed the following resolution:

“Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated 2019 11 04 concerning ice capacity expansion be accepted and that Council:

- Authorize City Staff to submit the twin pad project to the Investing in Canada Infrastructure Program – Community, Culture & Recreation stream
- Identify and support the development of a twin-pad ice rink at the Northern Community Centre as the City's top infrastructure priority for the Investing in Canada Infrastructure Program – Community, Culture & Recreation stream”

A comprehensive funding application was submitted by City staff and tours were completed with Provincial and Federal politicians to provide an overview of the proposed project, demonstrate the condition of the McMeeken arena and provide information on the documented need in the community.

Unfortunately, City staff received notification in August that the project was not nominated for Federal review and approval. The notice from the Province indicated:

“The intake of this funding stream was highly competitive, and total demand reached upwards of \$10 billion against total available joint funding (federal-provincial-applicant) of nearly \$1 billion.

Projects that were nominated to the federal government for review and approval were those that most closely aligned with the provincial assessment criteria and federal requirements. The provincial assessment criteria included reviewing projects based on, Community Need, Community Support, Lack of Similar Services Accessible Nearby, Operational/Financial Capacity, Value for Money, Asset Management Planning, whether projects were open to the public and efficiencies through joint projects.

Your organization may be able to access other financial tools (e.g., IO loans) to support local projects.”

City staff have requested a de-briefing meeting to discuss our application and reasons for the decline in more detail.

ANALYSIS

The failure of the twin pad arena project to be nominated for Federal review is very disappointing. As Council is well aware, the McMeeken arena has experienced numerous issues and is near its end of life. Further, the need for a twin pad arena was clearly documented by a comprehensive study completed by a third party consultant.

The cost of the twin pad project was anticipated to be \$25M plus the costs of demolishing the McMeeken Arena. The Twin Pad Area Committee (TAC) and staff have been working with the design and architectural firm, with feedback from user groups, to complete the design for this facility. Through the design process effort has been made to meet user requirements and balance cost considerations.

The current facility design is estimated to cost \$27.7M plus an estimated \$1.1M to demolish the McMeeken arena. While the project is over the initial \$25M estimate, TAC was hopeful that funding would be received to permit the current design to proceed and, with Council approval, the project could advance to tender and construction.

Given the notification from the Provincial government, staff have identified three options:

- 1) Delay project indefinitely until funding comes available
- 2) Advance the arena project with the City as the sole funder and debt finance the current \$27M design

3) Scale back twin pad arena with two sub-options:

- a) Reduce to single pad
- b) Reduce scale of current arena

TAC met to discuss the options and agreed to recommend the following proposed path forward to City Council:

Staff will:

- Determine if any other possible funding sources exist to support the project in the near term
- Investigate the options above in more detail by developing cost estimates for debt financing, obtaining an accurate estimate from the cost consultant for Option 3a and examining design options for 3b
- Report back to Council by October 26th, at the latest, with a recommendation. The date of October 26th was chosen to ensure that Council have a recommendation on the project and, should any project be advanced, it can be included in the 2021 budget.

From a timing perspective, it should be noted that even if Council approved a project this fall, the construction timelines would require the operation of the McMeeken arena for two more seasons. There is some concern that a failure with the ice plant could take place which may require closing the facility in advance of project completion. This would have a significant impact on user groups and major implications for scheduling (causing reduced ice time among all user groups). It would make little sense to invest significant funds in the McMeeken arena should such a failure occur.

There will be some maintenance investments that will have to be made to address current issues (roof leaks, etc.) but staff will try to minimize the investments where possible. The facility is inspected each year by structural engineers and is safe for operation.

FINANCIAL IMPLICATIONS

There are no financial implications at this time and staff will return with a recommendation by October 26th with associated financial implications.

STRATEGIC PLAN / POLICY IMPACT

The project links directly to the Infrastructure Focus Area of the Corporate Strategic Plan – “New infrastructure is essential to the City’s growth, economic development, citizen safety and quality of life.”

Further the project ties in to the Service Delivery Focus Area – “Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society.”

Finally, the project aligns with the Quality of Life Focus Area – “The City of Sault Ste. Marie is distinctly poised to provide and promote a superior quality of life.”

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report dated 2020 09 14 be received as information and Council request staff report back with options and a recommendation on a replacement for the W.J. McMeeken arena no later than October 26, 2020.

Respectfully submitted,

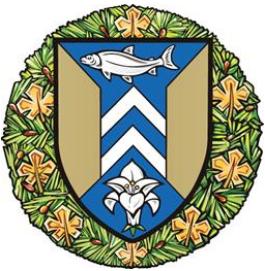


Tom Vair

Deputy CAO, Community
Development & Enterprise
Services

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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumieli, Manager, Design & Transportation Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Wellington Street Underpass Rehabilitation – Increased
Engineering Fees

PURPOSE

The purpose of this report is to request Council approval for an increase to the engineering fee limit with Tulloch Engineering for the above-mentioned project.

BACKGROUND

At the 2016 05 16 meeting, Council approved Tulloch Engineering to provide engineering services associated with the Wellington Street Underpass Rehabilitation project with an engineering fee limit of \$43,300.

At the 2019 11 18 meeting, Council provided approval to award the above-mentioned project to Carlington Construction Inc. with a total project budget of \$409,403. Within this amount, Council also approved increasing Tulloch's engineering fee limit to \$56,300 due to the project being delayed by three years.

Under the original 1960 Board of Transport Commissioners of Canada order for this structure, maintenance costs are to be shared equally between the City and the rail authority therefore only half of the project costs are the responsibility of the City.

ANALYSIS

Tulloch has gone over their fee limit and require an additional \$28,300 to complete the project bringing their total fees to \$84,600. The new total engineering fee limit represents approximately 21% of the engineering to construction ratio, which is slightly higher than what we would anticipate on a project of this size. The main reason for the overrun is due to COVID 19 delays causing the project to extend an additional four weeks, which resulted in extended contract administration and inspection requirements.

The overall project budget is tracking slightly under budget due to unspent contingency allowances on the project.

Wellington Street Underpass Rehabilitation – Increased Engineering Fees

2020 09 14

Page 2

FINANCIAL IMPLICATIONS

Council approved total project costs of \$409,403. Construction is now complete and including the increase in engineering fees the total project cost is \$403,663. These costs are shared equally with CN with \$201,832 being the City's share. The City's share of the project costs were approved and carried forward from the 2017 Miscellaneous Construction Budget.

STRATEGIC PLAN / POLICY IMPACT

Rehabilitation of the underpass is linked to the infrastructure components of the strategic plan.

RECOMMENDATION

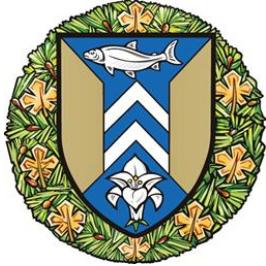
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design and Transportation Engineering dated 2020 09 14 be accepted and that Council authorize the engineering fee limit in Tulloch Engineering's agreement for the Wellington Street Underpass Rehabilitation be further increased by \$28,300 to the limit of \$84,600, be approved.

Respectfully submitted,



Carl Rumiel, P. Eng.
Manager, Design & Transportation Engineering
705.759.5379
c.rumiel@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiell, Manager of Design and Transportation
Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Millennium Court Ravine Remedial Work

PURPOSE

The purpose of this report is to advise Council of measures that staff took to stabilize a slope failure in the ravine just downstream of the Millennium Court storm outfall pipe.

BACKGROUND

Over the past several years, the Public Works and Engineering Services Department has struggled with the maintenance of a storm water management (SWM) pond at the storm outfall for the Millennium Court Subdivision. Attempts to stabilize the SWM pond have resulted in further erosion and the pond not being able to meet the quality requirements for which it was intended. In February 2020, staff made the decision to abandon the SWM pond and provide a rock-lined channel to direct water away from the outfall pipe to the ravine with the intention of installing an oil-grit separator under a future capital construction program to meet water quality requirements.

In May of 2020, the City was made aware that there was a significant slope failure in the ravine behind 136 and 140 Fort Creek Drive, which is just downstream of the Millennium Court outfall.

ANALYSIS

Under the Procurement By-Law, Section 27 - Emergency Purchases allows the immediate procurement of services or construction by the most expedient and economical means in the event of an emergency.

Following the procedures in Section 27 of the Procurement By-Law, the City hired STEM Engineering, a firm experienced in slope stability remediation, to investigate the subsequent failures behind Fort Creek Drive. STEM's recommendation was that remedial measures be implemented at the earliest practical time to prevent further slippage in the current failed slope. Any additional movement could affect the rear yards at the top of slope and the nearby rear yard garages.

Millennium Court Ravine Remedial Work

2020 09 14

Page 2

This ravine carries water from City roads and residential properties. Further erosion to this slope could adversely effect storm water drainage upstream.

As per STEM's recommendation, a plan to stabilize the failed slope was prepared and a request for quotation from local contractors was sent out for pricing. A total of four (4) quotations were received. The lowest quotation of \$132,312.60 (excluding HST) was received from Trimount Construction Group Incorporated. Trimount was also retained under Section 27 of the Procurement By-Law.

The majority of this work was completed between August 24 and August 28. During construction, soft, wet soil conditions in the ravine caused significant losses of the rock treatment sinking into the soil. This resulted in extra rock being required and an additional \$65,000 was spent on rock above the original quotation from Trimount.

FINANCIAL IMPLICATIONS

When engineering fees, non-recoverable HST and the additional rock quantity are added, the City's cost to complete this project is projected to be \$227,370. Uncommitted capital funds from 2020 are available to cover these costs.

STRATEGIC PLAN / POLICY IMPACT

The report is linked to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design and Transportation Engineering dated 2020 09 14 concerning the Millennium Court Ravine Remedial Work be received as information and that the recommendation that \$227,370 from uncommitted capital funds in 2020 be used to finance this project, be approved.

Respectfully submitted,

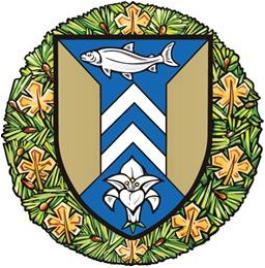


Carl Rumiel, P. Eng.

Manager, Design & Transportation Engineering

705.759.5379

c.rumiel@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: POA – Third Inter-Municipal Agreement

PURPOSE

The purpose of this report is to request Council's approval of the Third Inter-Municipal Agreement between the City and all POA Municipal Partners ("Agreement") regarding Provincial Offences services and revenue sharing.

BACKGROUND

On March 12, 2001, the City assumed the prosecution and administration of *Provincial Offences Act* charges. Since that time, the City has been operating the Provincial Offences Court on the first floor of the Civic Centre. The City's Provincial Offences Office services the Algoma Catchment Area encompassing an area which runs east to the Municipality of Huron Shores and north to White River. Accordingly, in 2009, the City entered into an Inter-Municipal Agreement with all of the municipalities in the Algoma Catchment Area to provide Provincial Offences services and revenue sharing. The First Nations of Batchewana and Garden River also participate in this Agreement. The most recent renewal of the Agreement was made on March 23, 2015. The term of the existing Inter-Municipal Agreement has expired and must be renewed for a further five-year term ending March 31, 2025.

ANALYSIS

The Agreement confirms that the parties consent to the renewal of the 2009 Agreement for a further period of five years.

FINANCIAL IMPLICATIONS

Pursuant to Section 3 of the 2009 Agreement, the City shall continue to share the annual net *Provincial Offences Act* revenues and deficits with each Municipal Partner on a population basis.

STRATEGIC PLAN / POLICY IMPACT

The remainder of the terms of the 2009 Agreement shall continue to apply.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Bylaw 2020-165 which authorizes the execution of the Third Inter-Municipal Agreement for the provision of Provincial Offences administration, revenue sharing and prosecutorial services appears elsewhere on the Agenda and is recommended for approval.

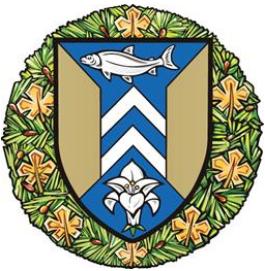
Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705.759.5403
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MBS/ch

LEGAL\STAFF\COUNCIL\REPORTS\2020\POA THIRD INTER-MUNICIPAL AGREEMENT.DOCX



The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: CP Welcome Sign Agreement

PURPOSE

The purpose of this report is to request Council's approval for a Licence Agreement (the "Agreement") between the City and Canadian Pacific ("CP") to permit the City to maintain a welcome sign on CP's property.

BACKGROUND

Since 1966, the City has leased property from CP at the east entrance to Sault Ste. Marie upon which is located the City's "Welcome" sign (the "sign"). The current lease has expired.

ANALYSIS

In order for the City to continue to maintain the sign, a new lease agreement is necessary.

The Agreement is for a term of three (3) years commencing September 1, 2020 and terminating on August 31, 2023 and contains minimum safety provisions that must be satisfied by the City. Both CP and the City may terminate the Agreement at any time on 90 days' notice.

FINANCIAL IMPLICATIONS

The Agreement requires that the City pay CP annual rent in the following amounts: \$782.87 for the year commencing September 1, 2020, \$806.36 for the year commencing September 1, 2021, and \$830.55 in the year commencing September 2022. This is consistent with payment increases in previous years. The annual lease payments will continue to be made from the Leases Property Account. Annual increases are considered contractual and would be provided for in the annual budget.

STRATEGIC PLAN / POLICY IMPACT

This Agreement supports the Quality of Life element of the City's Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2020-166 authorizing the execution of a Licence Agreement between the City and CP appears elsewhere on the Agenda and is recommended for approval.

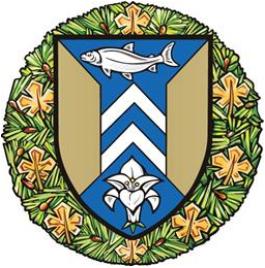
Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/tj

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The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Housekeeping - Approval of By-law 2020-174 (Delegate Signing authority – Suite Holder Agreements)

PURPOSE

The purpose of this report is to request Council's approval of By-law 2020-174, being a by-law to authorize the Director of Community Services, or their delegate, in the name of the Corporation to execute and affix the seal of the Corporation to the Suite Holder Agreement attached as Schedule "A" of by-law 2020-174.

BACKGROUND

In 2007, City Council passed By-law 2007-113. This by-law authorizes the Manager of City Facilities to execute a standard form agreement for Suite Holder of the now GFL Memorial Gardens, in the name of the Corporation. It is now deemed more effective to have this authority reside with the Director of Community Services, or a delegate, to exercise this authority.

ANALYSIS

By-law 2020-174 would give the same authority to the Director of Community Services and their designate as that set out in the 2007 by-law, but with the additional flexibility to fill the vacancy as they arise without having to bring each agreement before City Council.

FINANCIAL IMPLICATIONS

No financial impact.

STRATEGIC PLAN / POLICY IMPACT

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

Housekeeping - Approval of By-law 2020-174 (Delegate Signing authority – Suite Holder Agreements)

2020 09 14

Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2020-174 being a by-law to authorize the Director of Community Services or their designate appears elsewhere on the Agenda and is recommended for your approval.

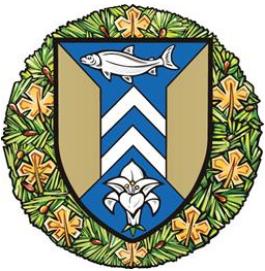
Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/lv

LEGAL\STAFF\COUNCIL\REPORTS\2020\OPEN AMEND DELEGATION OF SIGNING AUTHORITY (Suite Holder Agreement).docx



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: 89 Hudson Street, Purchase of Property

PURPOSE

The purpose of this report is to seek the approval of Council to purchase two pieces of property on Hudson Street. The legal description is PIN 31578-0239 (LT) LT 14-18 PL 1850 ST. MARY'S; PT LT 13 PL 1850 ST. MARY'S; PT LANE PL 1850 ST. MARY'S CLOSED BY T192883 PT 9 1R4122 & PT 1 1R4447; SAULT STE. MARIE and PIN 31578-0278 (LT) PT LT 17 N/S PORTAGE, PT LT 18 N/S PORTAGE TOWN PLOT OF ST. MARY'S; LT 19-22 PL 1850 ST. MARY'S; PT LANE PL 1850 ST. MARY'S CLOSED BY T192883 BEING PT 1 1R11724; SAULT STE. MARIE.

BACKGROUND

One of the two properties located on Hudson Street was the former Adult Entertainment Parlour known as Studio 10 and later The Dime. The building no longer exists due to a fire at that location. The entire building was destroyed in the fire and remainder demolished. The owner had approached the City to see if there was any interest in the municipality purchasing the property.

In January 2020, the licence for Studio 10 expired, and had not been renewed. These two pieces of property once housed the hotel and a parking lot.

ANALYSIS

The acquisition of these properties is consistent with and supports the City's Downtown Strategy, new James Street Neighbourhood Strategy and recent investments in the former St. Mary's Paper property. In addition, this will further improve the appearance of a major entrance to the community along with the new International Bridge Plaza and welcome signage.

FINANCIAL IMPLICATIONS

The purchase price of the two properties is \$350,000.00 plus HST. Funds will be used from the 2020 uncommitted capital funds.

89 Hudson Street, Purchase of Property

2019 09 14

Page 2.

STRATEGIC PLAN / POLICY IMPACT

Acquisition of these properties supports the creation of social and economic activity under the Community Development and Partnerships focus area of the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the recommendation to purchase the two pieces of property be approved by Council. The relevant By-Law 2020-171 is listed elsewhere on the Agenda and is recommended for approval.

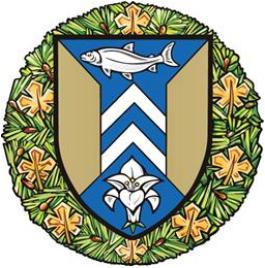
Respectfully submitted,



Karen Fields
City Solicitor
705.759-5407
k.fields@cityssm.on.ca

KF/lv

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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: Builders Risk Insurance for West End Sewage Treatment Plant

PURPOSE

The purpose of the report is to obtain approval and advise Council of the cost of Builders Risk Insurance and Wrap-Up Liability insurance for the West End Sewage Treatment Plant Phase 1 upgrades.

BACKGROUND

On May 16, 2016 Council approved an Engineering Agreement with AECOM for the consulting services to the West End Sewage Treatment Plant upgrades. In February 2020 the City tendered for the General Contractor phase and the contract was awarded to Maple Reinders Construction Ltd. Normally the contractor chosen provides the Insurance on the project. In this instance, and because it was estimated to potentially result in a cost saving to the City, the Builders Risk Insurance was obtained by the City rather than through the contractor. As this insurance can only be obtained once the contractor is known, the cost of the insurance could not be included in Catherine Taddo, P. Eng.'s report to Council dated June 8, 2020. The Insurance was secured for the project and the invoice received on August 4, 2020.

ANALYSIS

Owner controlled insurance programs like the Builders Risk Insurance can result in a cost savings for the City as it eliminates mark-ups, contingencies and uncertainty during the tender phase. We were advised that coverage would be more inclusive and in the event of a claim there is more control over the claims.

FINANCIAL IMPLICATIONS

The cost of the insurance is \$194,400.00. \$145,000 is for the Builders Risk Insurance; \$35,000 is for the Wrap-Up Liability Insurance and \$14,400 for provincial sales tax of 8%. When recoverable HST is removed and allowances for insurance are added, the City's project cost is estimated to be approximately \$37 million, which is within the West End Sewage Treatment Plant Phase 1 Upgrade total approved budget of approximately \$37.6 million from Sanitary Sewer Revenues.

Builders Risk Insurance for the West End Sewage Treatment Plant

2020-09-14

Page 2.

STRATEGIC PLAN / POLICY IMPACT

The report is part of the Strategic Plan focus area of Infrastructure, and specifically forms part of the project for maintaining existing infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant by-law 2020-170 with respect to the Insurance costs for this project is listed elsewhere on the Agenda and is recommended for approval.

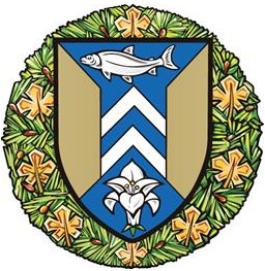
Respectfully submitted,



Karen Fields
City Solicitor
705.759.5407
k.fields@cityssm.on.ca

KF/lv

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The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Contract 2020-11E – Northern Community Centre Multi-
Use-Path/Bridge Project

PURPOSE

The purpose of this report is to obtain approval to award Contract 2020-11. The project is to construct a multi-use-path (MUP) and bridge from Cooper Street, to Goulais Avenue, through the Northern Community Centre (NCC) site.

BACKGROUND

In February of 2020, City Council endorsed three priority projects as part of the City's Ontario Municipal Commuter Cycling Program, one of which, was the NCC path. The project consists of approximately 500 metres of multi-use path, which will accommodate pedestrians, cyclists, and other forms of active transportation. The project also includes an approximately 23-metre pedestrian scale bridge, which will traverse over a Sault Ste. Marie Region Conservation Authority flood diversion channel.

The easterly portion of the path will be on both Algoma District School Board property as well as Conservation Authority property. Easement agreements are being drafted, and will be presented to Council shortly. The westerly portion of the trail will be entirely on City property.

ANALYSIS

A total of four (4) tenders were received, as described in the Tender Recommendation report by STEM Engineering, and is attached to this report. All tenders submitted were found to be complete. The low tender of \$289,578.55 (excluding HST) was received from Avery Construction Limited.

FINANCIAL IMPLICATIONS

The Province has transferred \$580,534.79 to the City (with interest earned to the end of 2019, the OMCC funds available are \$601,235). The City has approved a contribution of \$145,133.69, as the agreement is based on an 80/20 cost share arrangement. As of the result of interest earned, the total implementation budget for all OMCC projects is approximately **\$745,000**.

The following is a summary of all projects utilizing the OMCC funds:

- Machine Shop Spoke: \$128,488 (agreement on June 29, 2020)
- Cycling Routes \$116,320 (contract approved July 13, 2020)
- Cycling Routes Signage \$40,000 (budgeted for fabrication, materials)
- Cycling Routes Design \$14,380
- NCC Path Design \$33,955 (contract approved May 25, 2020)

TOTAL OMCC Funds Committed to Date: \$333,143

Installation of the Cycling Route Signage will be completed by Public Works and Engineering Services (PWES). The estimated \$25,000 installation cost can be accommodated within PWES existing operating budget.

To complete the NCC MUP and Bridge project, the construction costs will be \$289,578.55. In addition, after requesting quotes from bridge suppliers, Eagle Bridge was selected, at a cost of \$74,091. The total cost to implement the NCC project is \$363,669.55. With the funds committed to date, and the costs to construct the NCC path and bridge, the total cost for all projects is **\$696,812.55**. Taking into consideration non-recoverable HST, there remains approximately \$35,000 to complete other cycling priorities in 2021. This will be discussed in a future report to Council.

STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan identifies Quality of Life as a focus area. The NCC Multi-Use-Path and Bridge project aligns with the Infrastructure focus area, specifically, developing new infrastructure that supports sustainability and active living. This project is also consistent with the City's Cycling Master Plan, and the approved Active Transportation Implementation Strategy.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2020 09 14, concerning Contract 2020-11E – Northern Community Centre Multi-Use-Path/Bridge Project, be received, and that Contract 2020-11E be awarded to Avery Construction Limited.

By-law 2020-168 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Stephen Turco, RPP
Senior Planner
705.759.5279
s.turco@cityssm.on.ca

August 20, 2020

STEM Project # 20042

Corporation of the City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N2

Attention: **Maggie McAuley, P. Eng.**
Municipal Services Engineer,
Public Works and Engineering Services

Subject: **Multi-Use Path**
Contract No. 2020-11E Tender Recommendation

We have reviewed the tenders received by the City Clerk's office on Wednesday August 19, 2020 for the above contract and comment as follows:

1.0 Introduction

Contract No. 2020-11E – Multi-Use Path consists of a total of approximately 500 metres of multi-purpose walking/ biking trail including a 23 m bridge

The tender advertisement was published on Wednesday July 22, 2020 to notify 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.

During the tender period, there were some questions from plan takers relating to the scope of work and the technical specifications. Two (2) Addenda were issued by the Consultant to address the issues raised by the plan takers.

2.0 Summary of Tenders

Four (4) Contractors submitted sealed tenders for Contract No. 2020-11E to the City Clerk's office prior to the closing time of 3:00 p.m., on Wednesday August 19, 2020. The tenders were opened at 3:15 p.m. on the same day by Maggie McAuley P. Eng. (Municipal Services Engineer) and Rachel Tyczinski (City Clerk).

The opened Tenders were checked for the required tender security and agreement to bond and the Total Tender Prices were recorded.

The following were the results of the submitted Total Tender Prices, excluding HST,

- | | | |
|----|-------------------------------------|--|
| 1. | Avery Construction Ltd. | \$289,578.55 (corrected to \$289,381.36) |
| 2. | Trimount Construction | \$443,377.54 (corrected to \$439,129.54) |
| 3. | Phillips Haulage (786222 Ont. Inc.) | \$709,835.00 (corrected to \$596,435.00) |
| 4. | EllisDon Civil Ltd. | \$799,644.00 (no correction required) |

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. The following specific comments were noted:

1. All tenders were properly signed, sealed and executed.
2. The tender breakdowns were checked for mathematical errors. Some mathematical errors were found in the tenders submitted. After correction the bidding order remained unchanged.
3. All tenders complied with submission of the required bid security of 10% of the Total Tender Value.
4. All tenderers submitted summaries of related work experience, supervisory staff, available construction equipment and proposed sub-contractors.
5. All tenderers provided 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.
6. All tenderers confirmed receipt of Addenda No. 1 and 2.

4.0 Low Bidder Experience

The low bidder Avery Construction Ltd. Is a General Contractor whose personnel have worked on similar city projects in the past.

Avery Construction Ltd. has indicated that most of the work will be done by their own forces.

5.0 Tender Estimate

The low tender amount of \$289,381.36 (excl. HST) is lower than the Engineer's pre-tender estimate.

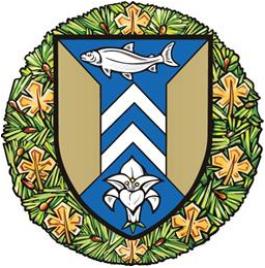
6.0 Conclusions

Based on our review of the tenders submitted we recommend Avery Construction Ltd. be awarded the contract at the Total Tender Price of \$289,381.36. Upon approval of the by-law by council STEM will prepare the contract for execution.

Regards,



Dan Bertolo
Senior Technologist



The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Algoma Central Railway Inc. Property Acquisition – Gateway Site

PURPOSE

The purpose of the report is to seek Council approval to execute an Agreement of Purchase and Sale to acquire from Algoma Central Railway, Inc. a piece of property running along the north side of the Gateway property.

BACKGROUND

Given the move of the Agawa Canyon Tour Train station from the Station Mall parking lot to the Machine Shop property, City staff engaged with Canadian National Railway Company (CN) regarding the acquisition of the property that runs along the northern edge of the Gateway property. This property previously hosted the Tour Train rail line and is owned by Algoma Central Railway, Inc. (ACRI, which is owned by CN). Attached as Schedule "A" is a map of the Subject Property.

CN agreed to sell the property directly to the City of Sault Ste. Marie and completed an appraisal for the property. Staff negotiated with CN and are recommending the purchase of the property for \$300,000.

ANALYSIS

As Council is aware, the City has signed a Memorandum of Understanding (MOU) with the Bawating Urban Indigenous Committee (BUIC) for the development of the Gateway site.

BUIC has provided regular updates to City staff and they were successful in receiving funding to undertake the environmental assessment of the Gateway site. That work is currently being completed by an environmental consulting firm and BUIC is still targeting the completion of the purchase of the land from the City in Fall 2020.

The price of the Gateway property to BUIC was to be finalized based on the results of the environmental assessment and further negotiations with the City. The acquisition of the CN property provides an important piece of land to complete the property (access from Bay Street, design flexibility, etc.) and our purchase price can be factored into the negotiations with BUIC.

As the MOU outlines, there are a number of important steps along the way before the BUIC project can come to fruition:

- Environmental site assessments finalized
- Purchase agreement finalized
- Environmental remediation
- Site plan development and approval
- Financing approval
- Building permit approval
- Community accessible and inclusive park development

As identified to Council previously, the BUIC project aligns with a number of goals for community development:

- Creates additional housing and density in our downtown core
- Offers a major redevelopment to the Gateway site which has failed in the past to attract significant development
- Aligns with the goals of FutureSSM to advance Indigenous relationships – this project could be nationally significant for the collaboration being undertaken by the partners

Finally, if for some reason the City is not able to reach an agreement with BUIC, the acquisition of the CN property makes the Gateway site a more valuable piece of land with many more options for further development.

For these reasons, staff is recommending that the City acquire this piece of land.

FINANCIAL IMPLICATIONS

The acquisition of the CN property on the Gateway will come from the uncommitted capital funds from 2020. The cost is \$300,000 plus HST with estimated legal, survey and closing costs at \$15,000.

STRATEGIC PLAN / POLICY IMPACT

This acquisition aligns directly with several areas of the Corporate Strategic Plan including:

Quality of Life – Vibrant Downtown Areas – We are striving to create a vibrant downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City.

Community Development and Partnerships – Develop partnerships with key stakeholders

RECOMMENDATION

It is therefore recommended that Council take the following action:

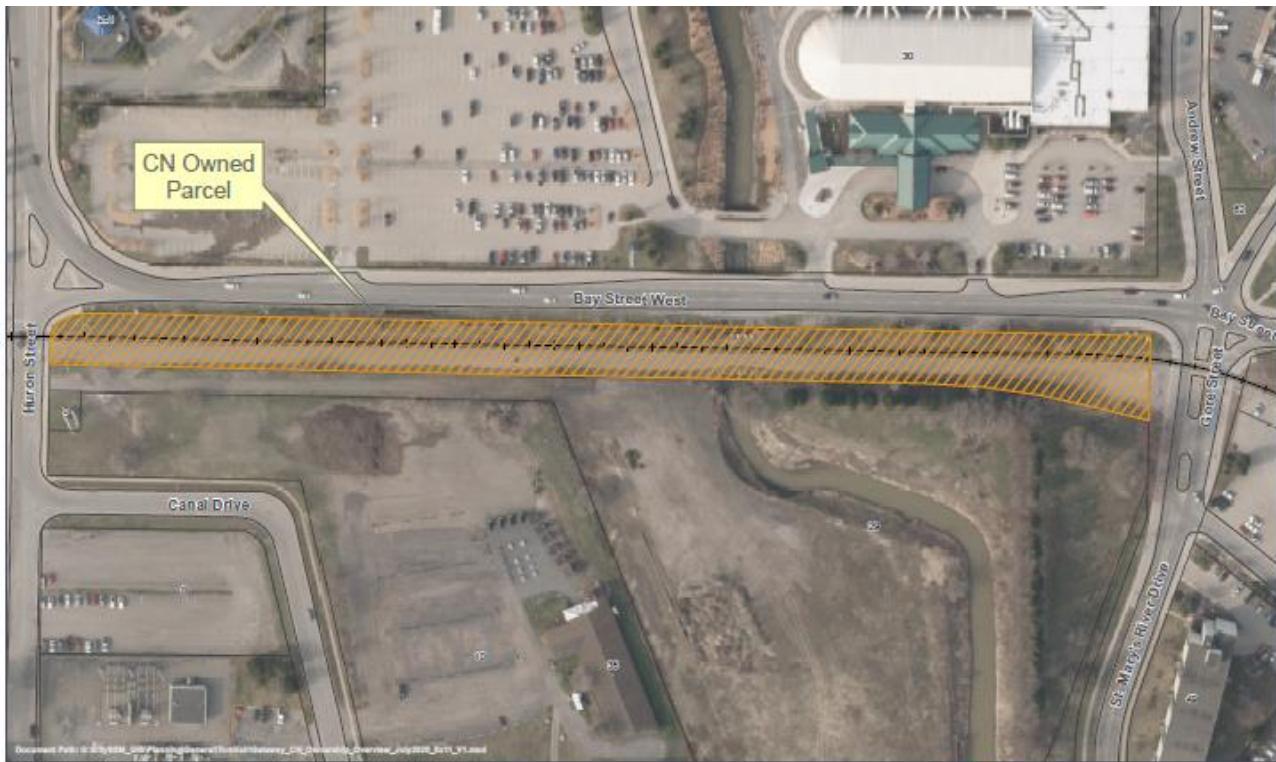
Authorize the execution of the Agreement of Purchase and Sale to purchase the property as described in Schedule "A" for the sum of \$300,000 plus applicable taxes and all legal, survey and closing costs related thereto. The relevant by-law 2020-164 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

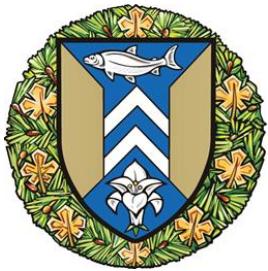


Tom Vair
Deputy CAO
Community Development & Enterprise Services
(705)759-5264
t.vair@cityssm.on.ca

Attachment A – ACRI Property



Application Map Series	Gateway CN Ownership Overview City of Sault Ste. Marie	Sault Ste. Marie Planning and Enterprise Services
<input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment <input checked="" type="checkbox"/> Illustration	Gateway CN Ownership Overview City of Sault Ste. Marie	 Sault Ste. Marie Planning and Enterprise Services Community Development and Enterprise Service Department 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6 saultstemaries.ca 705-759-5368 planning@cityssm.on.ca
Property Information	Legend	 CN Ownership  Parcel Fabric <small>This map is for general reference only. Orthophoto: 2016 Colour 20cm Projection Details:</small>
Civic Addresses: Null Roll No.: 040040117500000 Date Created: July 22, 2020		



The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Ontario Municipal Commuter Cycling Funding – Amending
Agreement

PURPOSE

The purpose of this report is to recommend an amendment to the City's Ontario Municipal Commuter Cycling Program funding agreement, administered by the Ministry of Transportation (MTO), extending the project end date to December 31, 2021, and to recommend a by-law to authorize the CAO and City Clerk to execute the amending agreement.

BACKGROUND

On February 20, 2018, City Council approved an agreement between the City and MTO, under the Province's Ontario Municipal Commuter Cycling Program. This agreement was a funding agreement, which sees the Province contribute \$580,534.79 to the City. The City's share of this funding agreement is \$145,133.69. The purpose of this funding is to implement commuter cycling facilities (i.e. cycling lanes, multi-use pathways, signage) in an effort to encourage cycling as a form of transportation within the community.

By-law 2018-36 authorized the CAO and the City Clerk to execute the original agreement on behalf of the City of Sault Ste. Marie.

ANALYSIS

Prior to the proposed amendment, all projects identified for the OMCC funding needed to be completed by December 2020. However, projects across the province have been delayed, and as such, the Government of Ontario has made the decision to extend OMCC agreements for one year.

The projects identified by Staff, and endorsed by Council in February of this year, include the following:

- Nine Priority Cycling Routes
- Northern Community Centre Multi-Use-Path
- James Street/Machine Shop Spoke

Ontario Municipal Commuter Cycling Funding – Amending Agreement

2020 09 14

Page 2.

While these projects are all expected to be completed by the end of the year, staff is recommending that Council endorse the extension, in the event that there are unexpected delays.

FINANCIAL IMPLICATIONS

The Province has transferred \$580,534.79 to the City (with interest earned to the end of 2019, the OMCC funds available are \$601,235). The City has approved a contribution of \$145,133.69, as the agreement is based on an 80/20 cost share arrangement. As of the result of interest earned, the total implementation budget for all OMCC projects is approximately **\$745,000**.

According to the existing agreement, all of the OMCC costs need to be incurred before the end of 2020. With the recommended Amending Agreement, projects would be allowed to be completed by December 31st, 2021.

STRATEGIC PLAN / POLICY IMPACT

The approved Active Transportation Strategy aligns with several strategic directions advanced by Council: the development of public spaces and supporting the City's global competitiveness; creating a vibrant and attractive downtown, one that contributes to the vitality and resiliency of our City; supports the revitalization of public spaces which creates opportunity for economic growth, diversity and social interaction; and Council's objective of collaborating with community partners, which is essential to the City's overall success.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2020 09 14, concerning the Ontario Municipal Commuter Cycling – Amending Agreement, be received, and that Council approve By-law 2020-159, authorizing the CAO and the City Clerk to execute the Amending Agreement on behalf of the Corporation of the City of Sault Ste. Marie.

The relevant By-law 2020-159 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,



Stephen Turco, RPP
Senior Planner
705.759.5279
s.turco@cityssm.on.ca

**AMENDING AGREEMENT NO. 1 TO THE ONTARIO MUNICIPAL COMMUTER
CYCLING (OMCC) PROGRAM
TRANSFER PAYMENT AGREEMENT**

This Amending Agreement No. 1 to the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement (this “**Amending Agreement**”) is effective as of the date of signature by the last signing party to this Amending Agreement.

BETWEEN:

Her Majesty the Queen in right of Ontario

as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the City of Sault Ste. Marie

(the “**Recipient**”)

BACKGROUND

The Province and the Recipient entered into the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement effective as of 26th day of March 2018 (the “**Agreement**”).

The Agreement, pursuant to Section 4.1 (Amendments) of the Agreement, may only be amended by a written agreement.

The Parties have agreed to extend the Term of the Agreement by one year and make any necessary changes to the Agreement to capture their intent.

IN CONSIDERATION of the mutual covenants and agreements contained in this Amending Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

1. Capitalized terms used in this Amending Agreement have the meanings ascribed to them in the Agreement.

2. Section A1.2 (Definitions) of the Agreement is hereby amended by:
 - a) replacing "March 31, 2021" with "March 31, 2022" in the definition of Expiry Date;
 - b) replacing "December 30, 2020" with "December 31, 2021" in the definition of Projects End Date; and
 - c) replacing "December 30, 2020" with "December 31, 2021" in the definition of "Substantial Completion".
3. Section A4.10 (Inability to Complete Eligible Projects) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
4. Section C2.1 (Timelines) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
5. Sub-schedule "D.1" (Table of Annual Allocations) of the Agreement is hereby amended by adding "2021-2022" after "2020-2021" in the 1st column (Funding Year)/ 5th row of the table.
6. Paragraph E3.3 (d) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
7. Section F3.1 (Final Report) of the Agreement is hereby amended by replacing "February 28, 2021" with "February 28, 2022".
8. Paragraph F5.2 (b) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
9. Paragraph F5.3 (f) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
10. Paragraph 3 of Sub-schedule "J.1" (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
11. Except for the amendments provided for in this Amending Agreement, all provisions in the Agreement will remain in full force and effect.
12. This Amending Agreement may be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party.
13. This Amending Agreement is conditional upon, on or before the effective date of this Amending Agreement, the Recipient providing the Province with:

- (a) if not addressed under the by-law(s) and, if applicable, any council resolution(s) provided to the Province for the Agreement, a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing this Amending Agreement and naming authorized signing officer (s) for this Amending Agreement; and
- (b) an insurance certificate or other proof as the Province may request for the Project pursuant to section A10.2 (Proof of Insurance) of the Agreement.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed this Amending Agreement on the dates set out below.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for
the Province of Ontario

Signature: _____

Name: James Pearce

Title: Director, Municipal Programs
Branch, Agencies Oversight and
Partnerships Division

Date of Signature: _____

The Corporation of the City of Sault Ste. Marie

Signature: _____

Name: Al Horsman Malcolm White

Title: Chief Administrative Officer

Date of Signature: _____

I have authority to bind the Recipient.

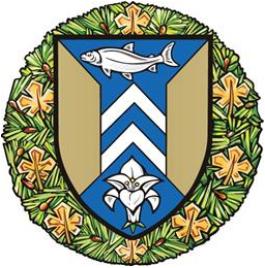
Signature: _____

Name: Malcolm White Rachel Tyczynski

Title: Deputy CAO/City Clerk –
Corporate Services

Date of Signature: _____

I have authority to bind the Recipient.



The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: DCIP – Financial Incentive Grant Applications – September 2020

PURPOSE

As part of the City's Downtown Community Improvement Plan (DCIP), a series of financial incentive grant programs have been implemented. The purpose of this report is to recommend three grant applications for Council's approval.

BACKGROUND

In November 2016, City Council approved a Downtown Strategy that included 46 specific recommendations focused on preserving and enhancing the Downtown, with the objective of encouraging the re-use of under-utilized downtown spaces, fostering residential development, and focusing on aesthetic improvements and place-making initiatives.

In support of this strategy, City Council, in May 2017, approved a Community Improvement Plan (legislated under section 28 of the Planning Act) to allow for various building improvement grants for smaller businesses and commercial buildings, and tax rebates for major new development in the Downtown.

To facilitate the provision of these grants, the City was successful in receiving \$600,000 from NOHFC, which matched the City's budget allocation for the implementation of the DCIP.

There are five grant programs within the DCIP:

- Tax Increment Equivalent Grant Façade Improvement Grant
- Building Activation Grant for Vacant Spaces
- Upper Floor Residential Conversion Grant
- Patio Conversion Grant

Other than the Tax Increment Equivalent Grant, all other grants are administered on a matching basis (i.e. matching private sector investment is necessary to be

eligible for a grant). In addition, projects must demonstrate a comprehensive improvement, and not simply a series of selected maintenance or piece-meal upgrades. To incentivize the best possible design for projects, pre-application design fees are considered as an eligible project cost. A description of each program is outlined below:

Tax Increment Equivalent Grant: The Tax Increment Equivalent Grant (TIEG) is a financial incentive program that provides the opportunity to redevelop buildings or lands. Redevelopment typically increases the assessed value of a property. To offset the increase in municipal property tax, eligible property owners may receive grants in instalments over a maximum four-year period. Before the issuance of a grant, all work associated with redevelopment or remediation must be completed, and completed work must result in an increase in the assessed value of the property (and associated property taxes). To be eligible for this program, projects must be able to demonstrate an investment of at least \$500,000 in the development or redevelopment of a commercially zoned property in the Downtown Community Improvement Project Area (CIPA).

Façade Improvement Grant: The Façade Improvement Grant (FIG) incentivizes property and business owners to address external design projects, which are often not prioritized. External façades of buildings play a critical role, both in attracting customers to a business, but also adds to a more visually appealing Downtown commercial area. To be eligible, projects must have a significant impact on the public realm by adding visual interest and a high level of aesthetic to the streetscape, all while respecting the character of the street and historical features of the building. A conceptual drawing from a registered design professional demonstrating colours, materials, signage, lighting, windows, doors, etc. must be submitted. Grants are administered on a matching funds basis, to a maximum of \$20,000.

Building Activation Grant for Vacant Spaces: Although there has been an improvement over the last number of years, the prevalence of vacant spaces is a major issue affecting the Downtown. The Building Activation Grant for Vacant Spaces provides developers and property owners with financial support to convert and/or rehabilitate vacant commercial properties into viable commercial uses (or residential, where permitted). Properties must be commercially zoned, vacant, and located in the CIPA. The focus of this grant is to transform interior spaces to attract long term tenants. Cosmetic and other minor improvements will only be eligible if they are part of a major renovation. The grant is administered on a matching funds basis, to a maximum of \$20,000.

Upper Floor Residential Conversion Grant: New residents are key to a successful Downtown, providing a constant market for the goods and services that are provided in this area. To encourage opportunities to create livable spaces in the Downtown, the Upper Floor Residential Conversion Grant assists property owners

with the cost of improvements related to the conversion of vacant, upper-floor commercial space to residential dwelling units. The grant is administered on a matching funds basis, to a maximum of \$15,000.

Patio Conversion Grant: Downtown is a place to gather and socialize. As demonstrated both locally and in other cities, patios associated with restaurants and bars attract people to an area. To foster the creation of these gathering spaces, the Patio Conversion Grant encourages businesses to capitalize on underutilized privately owned space by establishing permanent patio infrastructure. The grant is allocated on a matching funds basis of up to \$5,000.

ANALYSIS

The grant programs are a proven tool in attracting private sector investment into the Downtown. Included in this report is a summary of three property owners requesting grants. These projects, when completed, will contribute approximately **\$416,000** of private sector investment into the Downtown, facilitating new façade upgrades, repurposing vacant commercial spaces, and establishing a new patio.

Address; Applicant	Grant Requested/Grant Amount; Description of Work
274 North Street; Kelly-Cuglietta Retail Inc. (Storey Home Furniture)	<p>Façade Improvement Grant/\$20,000;</p> <p>Located at the junction of North Street, Wellington Street and Gore Street, this long-term downtown commercial anchor will see an updated façade, that will bring the entire building within a cohesive design theme. The work will be characterized by a wood grained board and batten exterior, shutters on upper windows, decorative wood supports and lighting.</p>
258 Queen Street East; Frank Muzzi (CX Solutions)	<p>Building Activation Grant/\$20,000;</p> <p>The project seeks to convert the vacant space previously occupied by the SSMIC Business Incubator. The improvements include a new visitor lobby, updated open concept and sectioned office spaces, comprehensive lighting upgrades, as well as upgraded common spaces, such as a new kitchenette and lunch room. It is anticipated that up to 40</p>

	<p>new employees will occupy the space within the next 2 years.</p>
405 Queen Street; Joe and Romina Ruscio (Joe Ruscio Professional Corporation)	<p>Building Activation Grant; \$20,000;</p> <p>The project will see the re-activation of an entire floor of the former Bailey Hoogovens building, formerly occupied by Children's Aid Society. The upgrades include open concept office space, new reception and waiting area, improved washrooms, a new board room, and expanded lunch room. The project will accommodate the relocation of Joe Ruscio Professional Corporation to the Downtown, locating 20 staff to this location. In addition, three other businesses – Caveria, Cygnus and Property One will occupy the updated space. The total number of employees that will occupy the space is approximately 35-40 employees. In addition, Cygnus, an IT company, is projecting to add an additional 20 full-time positions in the short term.</p>

FINANCIAL IMPLICATIONS

The total budget to implement the Downtown Community Improvement Plan is \$1,300,000. NOHFC and the City are both contributing \$600,000, while \$90,000 is being provided through the Ontario Main Street Revitalization Initiative. The Downtown Association is also contributing \$10,000. The funding allocation for the financial incentive programs is \$600,000. The amount of grants from the applications outlined in this report will total **\$60,000**. If these grant applications are approved, **\$485,000** of the total \$600,000 will have been committed to grants.

STRATEGIC PLAN / POLICY IMPACT

Approval of these grants is consistent with the City's Corporate Strategic Plan which specifically identifies Vibrant Downtown Areas as a key strategic direction within the Quality of Life focus.

SUMMARY

The applications received to date are a positive indication of the determination of downtown property owners to reinvest in their buildings to support businesses and to attract people to this important area of the community. Applications

recommended for approval in this report represent approximately **\$416,000** in new investment in the downtown.

Staff will continue to receive applications during the course of the DCIP. Applications will be accepted until the budget allocation for the financial incentive programs has been exhausted. With respect to the administration of approved applications, grant applicants must complete the work and pay all contractors, consultants, labourers, materials, etc. in full. Projects must be completed prior to the issuance of the grant (i.e. a new façade, a leasable commercial space, new residential unit ready to be rented, or a new patio ready for service). As well, for all construction related projects, building permits must be obtained to ensure work is done in accordance with the standards prescribed by the Ontario Building Code. Once the work is completed, paid for, and inspected, the grants are then provided to the applicant. If there are any outstanding work orders, fire code violations, or zoning or other municipal by-law infractions, staff will not issue the grants.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2020 09 14, concerning the Downtown Community Improvement Plan Financial Incentive applications be received, and that the three grant applications identified in this report be approved.

Respectfully submitted,



Stephen Turco, RPP
Senior Planner
705.759.5279
s.turco@cityssm.on.ca

WELLINGTON STREET ELEVATION



WOOD WALL

BLACK SOFFIT & FASCIA

CEDAR SHAKE SIDING

SHUTTERS

BOARD & BATTEN PANELS

FAUX STONE SIDING

NORTH STREET ELEVATION

PARKING SIDE ELEVATION

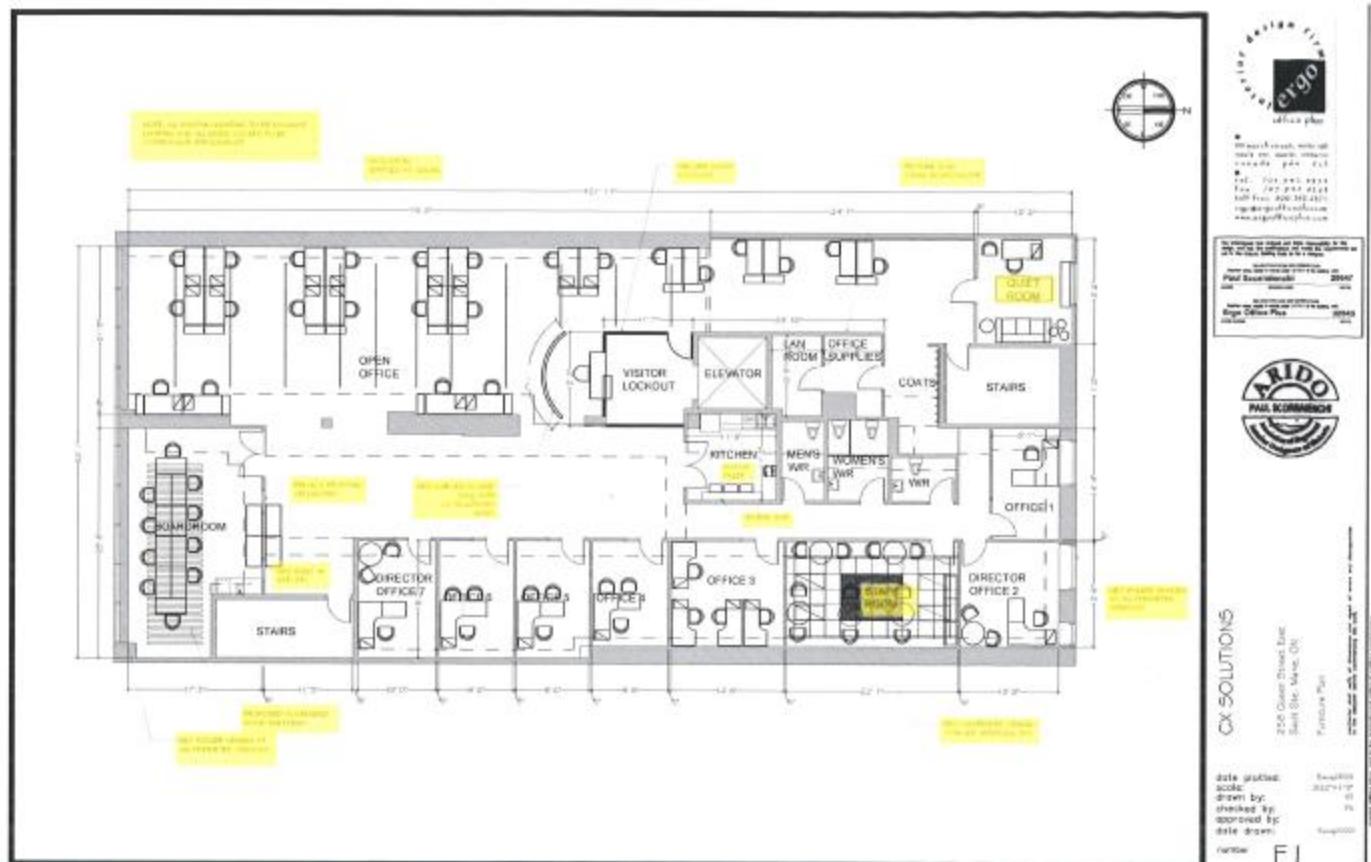
BOARD & BATTEN

NEW LIGHT

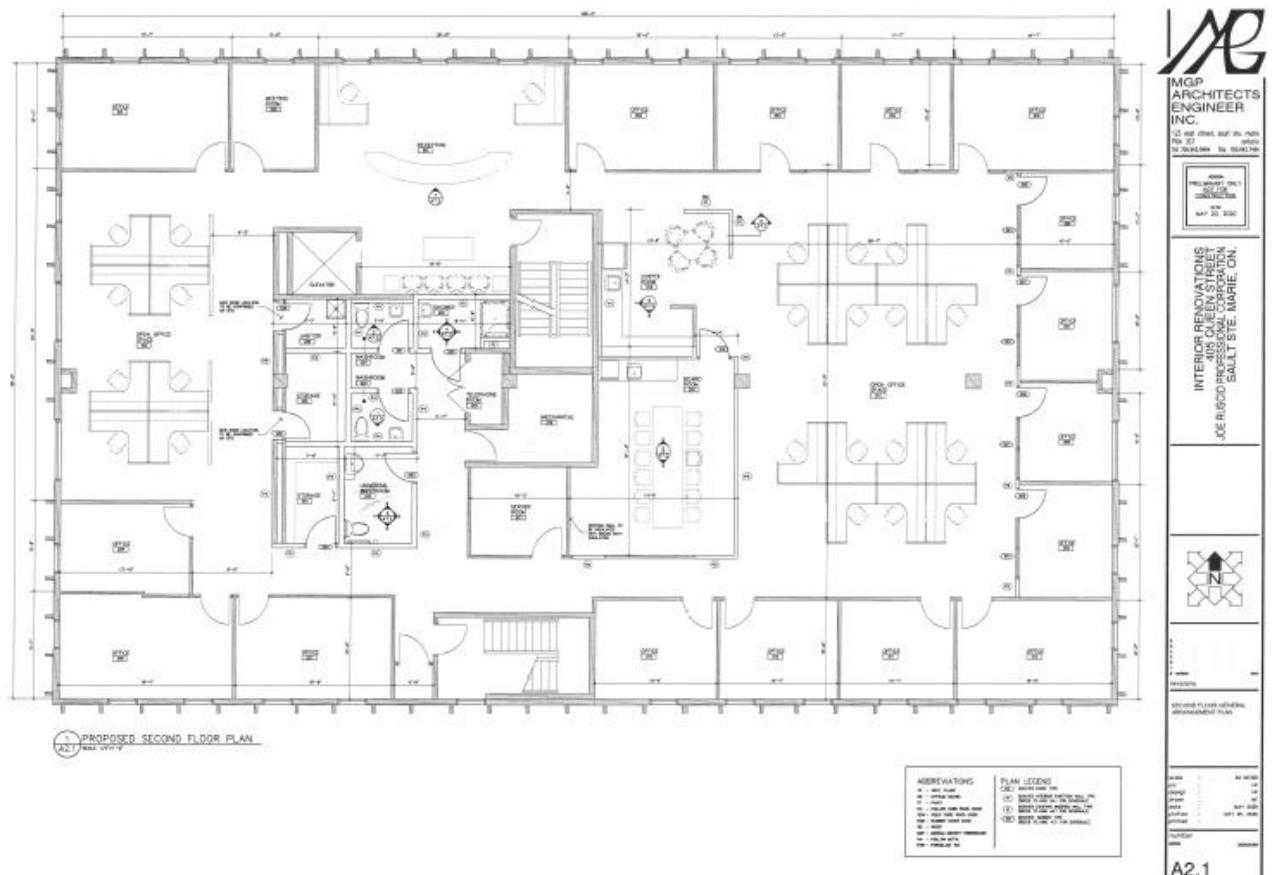
FAUX STONE

NEW DOOR

**274 North Street; Kelly-Cuglietta Retail Inc.
(Storey Home Furniture)**

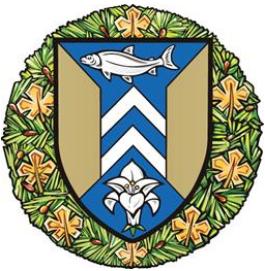


258 Queen Street East; Frank Muzzi (CX Solutions)



405 Queen Street; Joe and Romina Ruscio (Joe Ruscio Professional Corporation)

Page 84 of 387



The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Fields City Solicitor and Adam Shier, Risk Manager
DEPARTMENT: Legal Department
RE: Insurance Requirements for Patios

PURPOSE

This report is in response to the Council resolution entitled “Insurance Requirements for Patios” on August 10, 2020. It stated:

Whereas during the current COVID-19 environment many eating establishments have developed outdoor patios to serve customers and maintain business operations; and

Whereas patios offer an alternative for patrons; and

Whereas currently in Sault Ste. Marie applicants must maintain minimum liability insurance of \$2,000,000, which increases to \$5,000,000 where alcohol is involved; and

Whereas the increase in insurance liability can raise premiums for business owners on average from \$1,600 to \$2,000; and

Whereas many other municipalities across Ontario only require \$2,000,000 in liability insurance where alcohol is served (City of Sudbury, City of Toronto, City of Waterloo, City of Barrie); and

Whereas to promote and support local businesses to grow and thrive;

Now Therefore Be It Resolved that the Legal Department be requested to review and report back regarding insurance requirements for all patio establishments including a by-law amendment fixing liability insurance at \$2,000,000.

BACKGROUND

Attached as “Schedule A”, is a summary of insurance requirements for similar types of agreements that exist in other municipalities for Patios. The City has an existing “Alcohol Policy” that already required \$5,000,000 of liability insurance, for events involving alcohol sales, it was decided, when the Policy was updated in 2018, that it made sense to apply the \$5,000,000 insurance requirement for licensed events/patios and the practice would align with the City’s own policy limits.

Insurance Requirements for Patios

2020-09-14

Page 2.

ANALYSIS

Any business that serves alcohol is held to a high duty of care to both its patrons and the public for the actions of its staff and patrons. Our consultation with other municipalities, the City's insurance providers and insurance adjusters support that the City require an insurance limit of \$5,000,000 when there is a licenced patio on City property, this is further supported by the City's existing Alcohol Policy which requires a \$5,000,000 insurance limit for events at City facilities involving the sale or serving of alcohol. The policy limit is the maximum amount that is available to cover the costs of defending and settling any claim associated with that particular business and would be inclusive of the City's portion.

Liability insurance policies provide an "Occurrence Limit" (the stated amount of coverage for any one claim or occurrence) – this is the most the policy will pay out in relation to any one specific incident. Additionally, liability insurance policies often contain an "Aggregate Limit" which matches the "Occurrence Limit" – this means that if one claim (or any combination of claims) exhausts the occurrence limit, there will be no other coverage available for future claims during that policy term. If a business or individual has another liability claim, there will be less coverage available to defend and settle future claims. The City would potentially be exposed to the full cost of a claim naming that business or individual as the coverage may have already been exhausted. It is for that reason that it is recommended that the required insurance limit for licenced patios on City property, continues to be \$5,000,000.

Council needs to decide:

- a) If the limit should remain the same as it currently is, or
- b) If the limit is to be moved to \$2,000,000 liability in cases where a private licenced patio exists on City property, if so, we recommend ensuring that the policy does not contain an "Aggregate Limit" and
- c) If it does, require an "Aggregate Limit" that the amount for the "Aggregate Limit" be increased to at least \$5,000,000. We note that this is how Barrie addresses the desire for the lower policy limits but increases the likelihood that the expected amount of coverage is available should a claim arise naming the City.

FINANCIAL IMPLICATIONS

With respect to licenced patios specifically, if Council approves a \$2,000,000 insurance requirement as opposed to a \$5,000,000 requirement, there is an increased potential for claims to exceed the amount of available coverage. This means the City would be relying on its own insurance for defense and settlement costs and will incur its \$100,000 deductible for each claim that exceeds the amount of required coverage provided in these agreements. An increase in claims can also influence future insurance premiums.

Insurance Requirements for Patios

2020-09-14

Page 3.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Solicitor and Risk Manager dated 2020 09 14 concerning insurance requirements for patios be received and that liability insurance requirements be maintained at \$2m for unlicensed patios and \$5m for licensed patios.

Respectfully submitted,



Karen Fields
City Solicitor
705.759-5407
k.fields@cityssm.on.ca

KF/lv
Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2020\Insurance Requirements for Patios.docx

Schedule B

Type of Agreement	<u>Barrie</u>	<u>London</u>	<u>North Bay</u>	<u>Sudbury</u>	<u>Thunder Bay</u>	<u>Vaughn</u>	<u>Region of Waterloo</u>	<u>Windsor</u>
Patio	\$2M/occurrence - \$5/M aggregate (*1)	\$5M	\$5M	\$2M	\$5M	Not permitted	\$5M	\$2M (*5)
User Group	\$2M	\$2M	\$5M	\$2M	\$5M	\$2M - \$5M (*4)	\$2M-\$5M	\$2M-\$5M
Licence to Occupy	\$2M	\$5M	\$2M	\$2M (*2)	\$2M - \$5M (*4)	\$2M	\$2M-\$5M	\$2M-\$5M
Encroachment	\$2M	\$2M - \$5M (*3)	\$2M	\$2M	\$2M - \$5M (*4)	\$2M	\$2M - \$5M (*3) (*6)	\$2M
Special Event	\$2M - \$5M (*2)	\$5M	\$5M	\$2M (*2)	\$5M	\$2M - \$5M	\$2M-\$5M	\$2M-\$5M

(*1) require a higher aggregate limit to ensure coverage available if more than one claim is filed

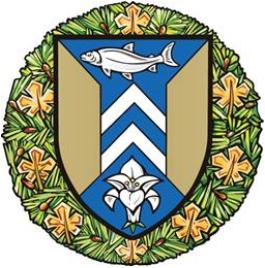
(*2) will ask for \$5M for larger events

(*3) \$2M for private will ask for \$5M for businesses

(*4) will ask for \$5M with food or alcohol sales

(*5) Windsor intends to go to \$5M in 2021

(*6) If the encroachment presents a higher risk they will ask for higher or decline to grant the encroachment



The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-1-20-Z 25 Donna Drive and 468 Second Line West
(1890714 Ontario Inc. c/o Steve Ficociello)

PURPOSE

The applicant, 1890714 Ontario Inc. (c/o Steve Ficociello), is requesting to rezone the subject property to facilitate the construction of 22 multiple attached (townhouse) dwelling units with access onto Donna Drive.

PROPOSED CHANGE

The applicant is seeking Council's approval to rezone the subject property from Single Detached Residential Zone (R2) and Parks and Recreation Zone (PR) to Low Density Residential Zone (R3.S) with a special exception to reduce the rear yard (Second Line) setback requirement from 10m to 7.5m.

Subject Property

- Location – The 'Through Lot' has frontage upon Second Line West and Donna Drive, located approximately 112m (367') west of the intersection of Second Line West and Prentice Avenue.
- Size: The rectangular parcel has approximately 41m (135') frontage on Donna Drive and 78m (256') frontage along Second Line West, with 156m (512') depth, totalling 1.25ha (3.08acres).
- Present Use: Vacant property – formerly Prince of Wales School
- Owner: 1890714 Ontario Inc.

BACKGROUND

There have been no previous rezoning applications upon the subject property, however the applicant recently purchased 'Donna Park' and consolidated it with the former Prince of Wales School property. At its open meeting on May 21, 2019, Council passed By-law 2019-116 deeming the park surplus and authorizing the sale to the applicant. Upon completion of the sale, deeming by-law 2019-238 was approved and the former park and school properties were merged to create the subject property.

On February 24, 2020 Council postponed this application. Just prior to the council hearing, it was brought to the applicant's attention that there is a PUC monitoring

well in the northwest portion of the subject property, which would impact the location of units 20-22. The applicant has reached an agreement with the PUC to have the well decommissioned, and the northwest block of townhouses has been shifted south to accommodate the well location.

ANALYSIS

Conformity with the Official Plan (OP)

The subject property is designated ‘Residential’ on Land Use Schedule C of the Official Plan. The following policies are applicable to this proposal:

HO.1 Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.

R.1 A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.

R.3 Medium density residential dwellings may be integrated into low density areas subject to rezoning.

R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5 Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

Generally, the residential development policy framework of the OP aims to encourage a mixture of housing types and tenure.

The applicant is proposing a total of 22 single storey multiple attached dwelling units, consisting of six 3-unit buildings and one 4-unit building. The intent is for these units to be put on the rental market. The resulting density is 17.6 units per hectare (7.1units/acre). Within the local context, this is classified as a low to medium density development, and therefore, Residential Policy 3 applies.

Policy R.4 supports small scale residential intensification. Policy R.5 indicates that small scale residential intensification includes among other things, infill development and redevelopment. This development proposal represents an infill development opportunity. There exists adequate supporting infrastructure to support the proposed development and there are no significant physical constraints upon the subject property.

Conformity with the Growth Plan for Northern Ontario (GPNO) and the Provincial Policy Statement (PPS)

In general terms, the PPS aims to facilitate mixed residential neighbourhoods, with a variety of housing types and tenure forms, that are available to a variety of people in different life stages. More specifically:

1.1.1 Healthy, liveable and safe communities are sustained by:

- a) *promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;*
 - b) *accommodating an appropriate range and mix of residential...;*
 - c) *promoting cost-effective development patterns and standards to minimize land consumption and servicing costs.*
- 1.4.3 *Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market by:*
- c) *directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current or will be available to support current and projected needs;*
 - d) *promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed.*

This proposal is consistent with the Provincial Policy Statement.

Growth Plan for Northern Ontario (GPNO) 2011:

- 3.4.3 *Municipalities are encouraged to support and promote healthy living by providing for communities ... a range and mix of ... housing types...*

It is Planning Staff's opinion that this proposal conforms to the Growth Plan for Northern Ontario.

Comments

Referring to the site plan attached, the proposed single storey multiple attached development will include ample greenspace. In fact, more than 50% of the lot will be landscaped. All units will have a garage and additional visitor parking is proposed along the access drive. The required stormwater management pond is proposed to be located along the Second Line frontage and should be designed in a manner that it is integrated into the Second Line landscaping.

As part of this request, the applicant is seeking to reduce the required setback from Second Line West from 10m (33') to 7.5m (25'). These setbacks are in addition to the required 5m (16.5') road widening along this portion of Second Line. Although the applicant's site plan currently adheres to the 10m+5m setback, he is seeking flexibility to allow for additional architectural features along the south façade of Unit 12. Although Second Line is by definition the rear yard, it is recommended that the south facades of Units 12 and 13 be designed to be aesthetically pleasing when viewed from the street. Planning staff have no concerns with the requested rear yard setback reduction, however it is recommended that the property be deemed subject to Site Plan Control, so that exterior details of the development can be addressed prior to the issuance of a building permit.

Consultation

As previously noted, on February 24, 2020 Council postponed this application indefinitely, therefore, new public notices have been provided in accordance with Planning Act requirements.

The following departments/agencies commented on the application as part of the consultation process:

- No comments/objections: Community Development & Enterprise Services, Fire Services, Municipal Heritage Committee, Accessibility Advisory Committee, Building Division, PUC Services Inc, Sault Ste. Marie Region Conservation Authority
- Please see attached comments from: Engineering, Public Works.

Correspondence from the Municipal Services Engineer notes the developer's Consultant should confirm that sanitary capacity is available for this development. Furthermore, stormwater management may be required and a grading and drainage plan must be completed prior to development. It is recommended that the property be deemed subject to Site Plan Control to ensure these matters are addressed prior to the issuance of a building permit.

The Manager of Design and Transportation Engineering notes that he is satisfied that this development will not impact traffic on Donna Drive.

Public Works notes that driveway access to Donna Drive and all culvert/ditch work shall be to the satisfaction of Public Works, and that culverts shall be accessible for maintenance either by the use of a manhole or direct access. The applicant is also reminded that the site will be serviced with private waste collection.

Neighbourhood Meeting

On January 13, 2020 the applicant hosted a neighbourhood meeting at the Northern Community Centre. The meeting was attended by the applicant, his Lawyer and Consultant, Councillors Niro and Bruni, Planning Staff and approximately 15 neighbours. Mailing labels of all property owners within 120m (400') of the subject property were provided to the applicant to facilitate notice of the meeting.

The following concerns were raised at the meeting:

Traffic Impacts to Donna Drive

The biggest concern raised by neighbours relates to the proposed access onto Donna Drive. Neighbours indicate that Donna Drive is a quiet residential street with very little traffic. It is recognized that Donna Drive accommodates local traffic only and is not utilized as a thoroughfare. Neighbours feel that access would negatively impact the quiet nature and safety of the street. It was also noted by neighbours that the street is quite narrow with ditches on either side. Most neighbours strongly prefer access be from Second Line.

The applicant has indicated that in his opinion, access to Donna Drive as opposed to Second Line is important to the overall viability of this project. Mr. Ficociello noted his experiences related to the abutting condominium development to the

east, where existing residents have communicated significant difficulties making a left turn onto Second Line.

It was also suggested that the development could have access from both Second Line and Donna Drive. This could reduce some traffic onto Donna Drive, while at the same time offering prospective tenants an alternate access point (Donna Drive) during peak traffic times. The applicant is of the opinion that this could create liability issues with motorists utilizing the private driveway as a shortcut between Second Line and Donna Drive.

The applicant has provided a Traffic Brief (attached) dated April 1st, 2020, prepared by John Northcote, P.Eng of JD Engineering. The study anticipates the proposed 22-unit development will generate 12 morning peak hour (7-8am) and 16 afternoon peak hour (3-4pm) trips in the study area. Furthermore, Mr. Northcote concludes that the proposed development will not cause any operational issues and will have a negligible impact to the excellent level of service experienced currently along Donna Drive. The study also notes that the proposed access onto Donna Drive is preferred to that of Second Line.

Donna Drive is a local residential street with very low traffic volumes and it is certainly recognized that existing residents would like to maintain these low volumes. Having said this, the additional traffic is residential in nature consisting of passenger vehicles rather than large commercial trucks. Therefore, Planning staff has no objection to the proposed Donna Drive access.

Sale of City Park

Some neighbours expressed concerns that the park was sold. It is worth noting that at the time of sale, there was no playground equipment or other amenities within Donna Park, however it did exist as a city owned park. As previously mentioned, Council declared the park surplus in an open Council meeting on May 21, 2019, Council passed By-law 2019-116 deeming the park surplus and authorizing the sale to the applicant.

Neighbour Comments

As a result of the original public notice in January 2020 one letter of objection (attached) was received and is attached. Mr. Shiels objects to the development due to proposed access onto Donna Drive, and is of the opinion that access should be from Second Line. As previously stated, Mr. Shiels notes that Donna Drive is a quiet, narrow street and Second Line should be utilized for access. As previously noted, Engineering staff have indicated that they do not have issues with either access. Planning staff is of the opinion that in this case residential access onto Donna Drive is appropriate given the size of the proposed development. Finally, the developer has stated that access to Second Line is not ideal and could in his opinion, create additional safety concerns.

Mr. Shiels also objects to heavy truck traffic utilizing Donna Drive during the construction of this project. The applicant has indicated that whenever possible, it is his preference to have construction vehicles access the site via Second Line. Having said this, during wet conditions construction vehicles may need to utilize Donna Drive.

Also attached is a petition that was submitted as part of the first hearing on Feb. 24th, 2020. The petition is signed by residents of Donna Drive who object to this application.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this Application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

Summary

The proposed access onto Donna Drive is the main neighbourhood issue with this proposal. As previously mentioned, the Provincial Policy Statement (PPS) has made infill development and residential intensification a Provincial land use priority. Current Official Plan Policies, which must be consistent with the PPS, also encourage residential intensification and infill development. A by-product of infill development and residential intensification is a certain amount additional traffic, which may be unsettling for neighbours. In this particular case, Engineering staff have indicated that the anticipated traffic volumes generated by this development can be accommodated upon Donna Drive. Furthermore, it is Planning Staff's opinion that the anticipated traffic volumes will be residential in nature and will not present unreasonable impacts to the Donna Drive neighbourhood, in light of the aforementioned Provincial land use directions which encourage infill, residential intensification developments of this nature

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner dated 2020 02 24 concerning Rezoning Application A-1-20-Z be received and that Council rezone the subject property from Single Detached Residential Zone (R2) and Parks and Recreation Zone (PR) to Low Density Residential Zone (R3.S) with a special exception to reduce the rear yard (Second Line) setback requirement from 10m to 7.5m.

Furthermore, that Council deems the property subject to site plan control, pursuant to Section 41 of the Planning Act.

Respectfully submitted,



Peter Tonazzo, RPP
Senior Planner
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p.tonazzo@cityssm.on.ca

• FH

Donna Drive



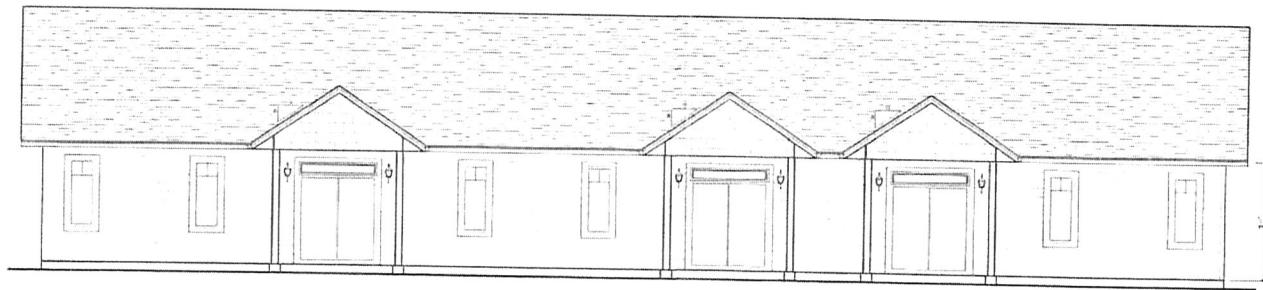
Second Line West
(Secondary Hwy. No. 550)

Turner

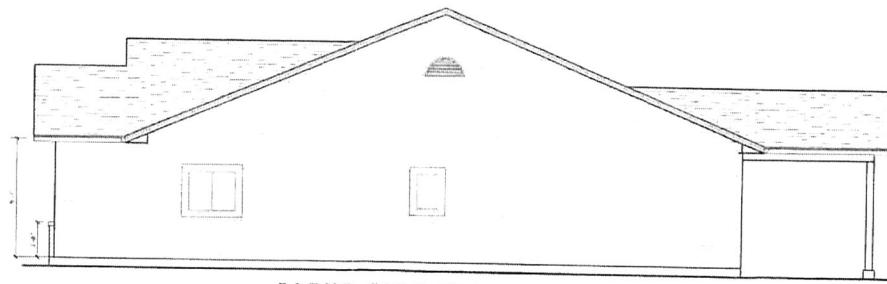
SITE PLAN
SCALE : NTS



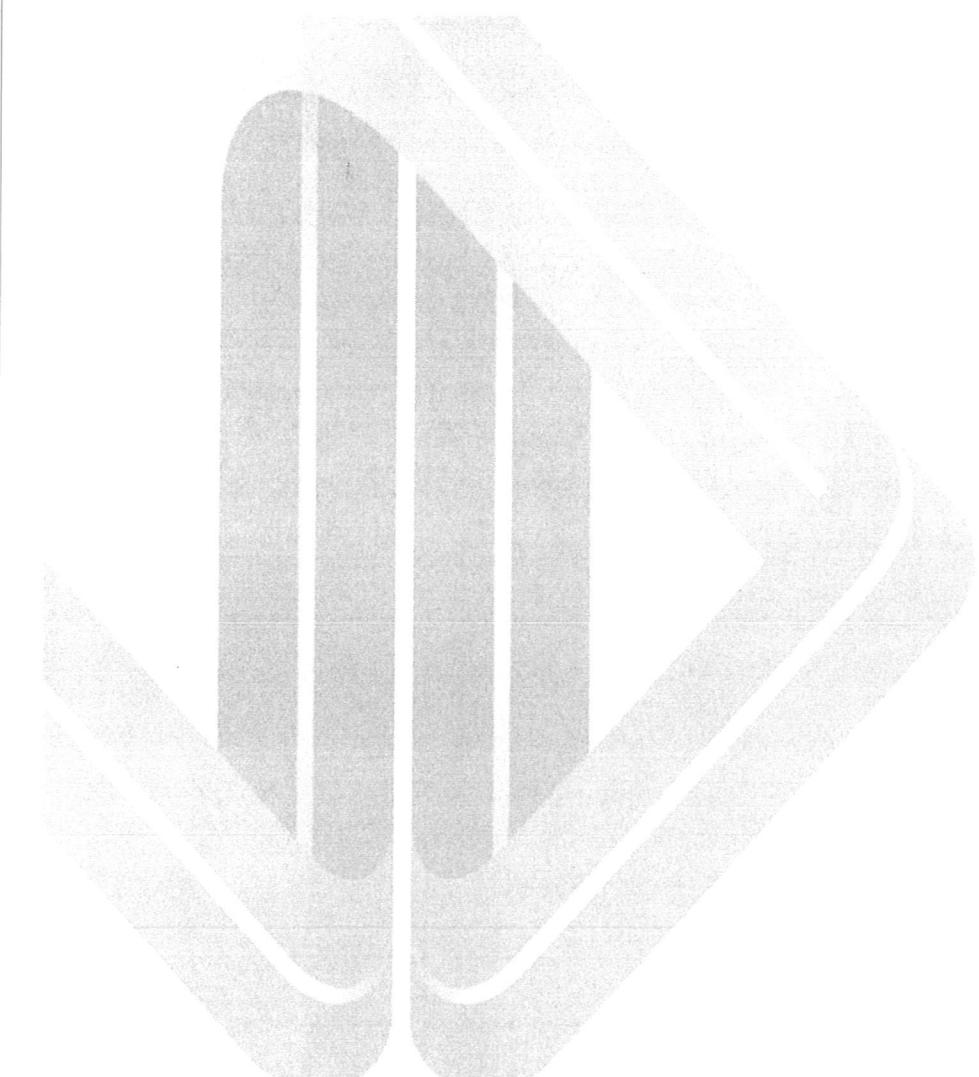
FRONT ELEVATION



REAR ELEVATION



RIGHT SIDE ELEVATION



25 Donna Drive

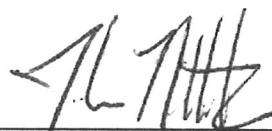
City of Sault Ste. Marie

Traffic Brief for Tulloch Engineering Inc.

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Legal Notification

This report was prepared by **JD Northcote Engineering Inc.** for the account of **Tulloch Engineering Inc.**

Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. **JD Northcote Engineering Inc.** accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this project.

Table of Contents

1	Introduction.....	1
1.1	Background.....	1
1.2	Study Area.....	1
1.3	Study Scope and Objectives	3
1.4	Horizon Year and Analysis Periods.....	3
2	Information Gathering.....	3
2.1	Street and Intersection Characteristics	3
2.2	Local Transportation Infrastructure Improvements.....	5
2.3	Transit Access	5
2.4	Other Developments within Study Area	5
2.5	Background Traffic Growth.....	5
2.6	Traffic Counts	5
3	Proposed Development Traffic Generation and Assignment.....	7
3.1	Traffic Generation.....	7
3.2	Traffic Assignment.....	7
3.3	Total Horizon Year Traffic Volumes with the Proposed Development	8
4	Intersection Operation with Proposed Development	10
4.1	Intersection Capacity Analysis Criteria.....	10
4.2	Total (2022) Intersection Operation.....	11
4.3	Supplementary Analysis – Site Access onto Second Line West.....	11
4.4	Sight Distance Review.....	11
4.5	Site Access	12
5	Summary	12

List of Tables

Table 1 - Traffic Count Data	5
Table 2 – Estimated Traffic Generation of Proposed Development.....	7
Table 3 – Proposed Development Traffic Distribution Summary	7
Table 4 – Level of Service Criteria for Intersections.....	10
Table 5 - Total (2022) LOS.....	11

List of Figures

Figure 1 – Proposed Site Location and Study Area	2
Figure 2 – Existing Intersection Lane Configuration within Study Area	4
Figure 3 – Existing (2020) & Background (2022) Traffic Volumes	6
Figure 4 – Traffic Assignment for Proposed Development	8
Figure 5 – Total (2022) Traffic Volumes	9

List of Appendices

APPENDIX A – Site Plan	
APPENDIX B – Traffic Count Data	
APPENDIX C – Synchro Analysis Output – Total Traffic Volumes	

1 Introduction

1.1 Background

Tulloch Engineering Inc. [Tulloch] is the project manager for the proposed development of a site municipally known as 25 Donna Drive, located north of Second Line, midblock between Edison Avenue and Prentice Avenue in the City of Sault Ste. Marie [City]. The proposed development will include 22 residential townhouse units.

The proposed development includes a full movement access driveway onto Donna Drive [Site Access].

Tulloch has retained **JD Engineering Inc.** [JD Engineering] to prepare this traffic brief in support of the proposed development.

1.2 Study Area

Figure 1 illustrates the location of the subject site and study area intersections, in relation to the surrounding area. The site plan provided by the Developer is included in **Appendix A**.

The subject site is bound by Second Line West to the south, an existing residential unit and Donna Drive to the north and existing residential developments to the east and west.

The scope of this study include a review of the Donna Drive / Site Access intersection.

Figure 1 – Proposed Site Location and Study Area



1.3 Study Scope and Objectives

The purpose of this study is to identify the potential impacts to traffic flow at the site access and on the surrounding roadway network. The study analysis includes the following tasks:

- Determine existing traffic volumes and circulation patterns;
- Estimate future traffic volumes if the proposed development was not constructed, including the impact of additional proposed developments in the area;
- Estimate the amount of traffic that would be generated by the proposed development and assign to the roadway network;
- Complete level-of-service [LOS] analysis of horizon year (with the proposed development) traffic conditions and identify additional operational deficiencies;
- Identify improvement options to address operational deficiencies;
- Discuss impact of the Site Access being located on Second Line West;
- Review the proposed configuration of the Site Access driveway; and
- Document findings and recommendations in a final report.

1.4 Horizon Year and Analysis Periods

Traffic scenarios for the build-out horizon year (2022) were selected for analysis of traffic operations in the study area. The weekday morning [AM] and afternoon [PM] peak hours have been selected as the analysis periods for this study.

2 Information Gathering

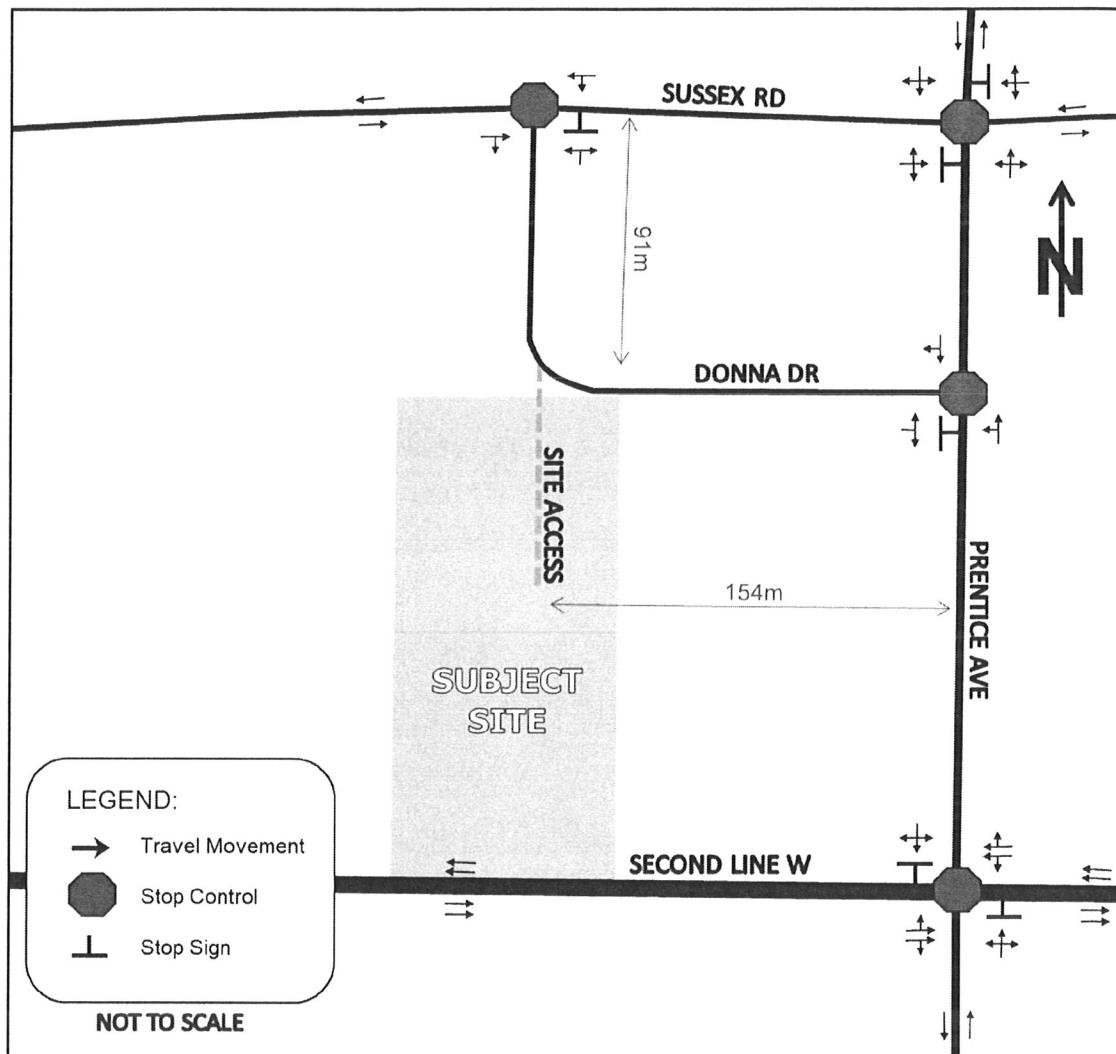
2.1 Street and Intersection Characteristics

Donna Drive is a two-lane local road with a rural cross-section and no sidewalks. Donna Drive has an unposted (assumed) speed limit of 50km/h and is under jurisdiction of the City.

Second Line West is a two-lane arterial road with an urban cross-section and a sidewalk on both sides of the road, within the study area. Second Line West has a posted speed limit of 60km/h and is under jurisdiction of the City, within the study area.

The existing intersection spacing and lane configuration within the study area is illustrated in **Figure 2**.

Figure 2 – Existing Intersection Lane Configuration within Study Area



2.2 Local Transportation Infrastructure Improvements

Based on a review of the City's Transportation Master Plan (dated January 2015) [TMP] and Capital Budget (2020) there are no notable road improvements in the study area that will have an impact on local traffic volumes.

2.3 Transit Access

Sault Ste. Marie Transit services the study area. The Route #7 (Steelton / Second Line) bus route provides service along Second Line within the study area and the Route #3 (Korah Road) bus route provides service along Korah Road nearby the study area.

The Korah Road bus route operates from 06:00 – 24:05 on weekdays with daytime service every 30 minutes, from 06:15 – 24:05 on Saturday with service every hour and from 07:15 – 19:10 on Sunday with service every hour. The closest northbound and southbound bus stops are located in the northeast and northwest corners of the Korah Road / Second Line West intersection respectively.

The Steelton / Second Line bus route operates from 05:55 – 23:55 on weekdays with daytime service every 30 minutes, from 06:15 – 24:05 on Saturday with service every hour and from 07:15 – 20:10 on Sunday with service every hour. The closest eastbound and westbound bus stops are located 68 metres west of the Second Line West / Turner Avenue intersection and in the northwest corner of the Second Line West / Prentice Avenue intersection respectively.

2.4 Other Developments within Study Area

Based on discussions with the City there are no other planned developments that will impact traffic volumes in the study area.

2.5 Background Traffic Growth

Based on the City's TMP and the location of Donna Drive in reference to the surrounding road network, there is anticipated to be no background traffic growth on Donna Drive.

2.6 Traffic Counts

Automatic traffic recorder [ATR] counts were obtained along Donna Drive from the City.

Table 1 summarizes the traffic count data collection information.

Table 1 - Traffic Count Data

Roadway	Count Date	AM Peak Hour	PM Peak Hour	Source
Donna Drive (between Prentice Avenue & Sussex Road)	Tuesday, January 14 th 2020*	-	15:00 – 16:00	City
	Thursday, January 16 th 2020*	07:00 – 08:00	-	City

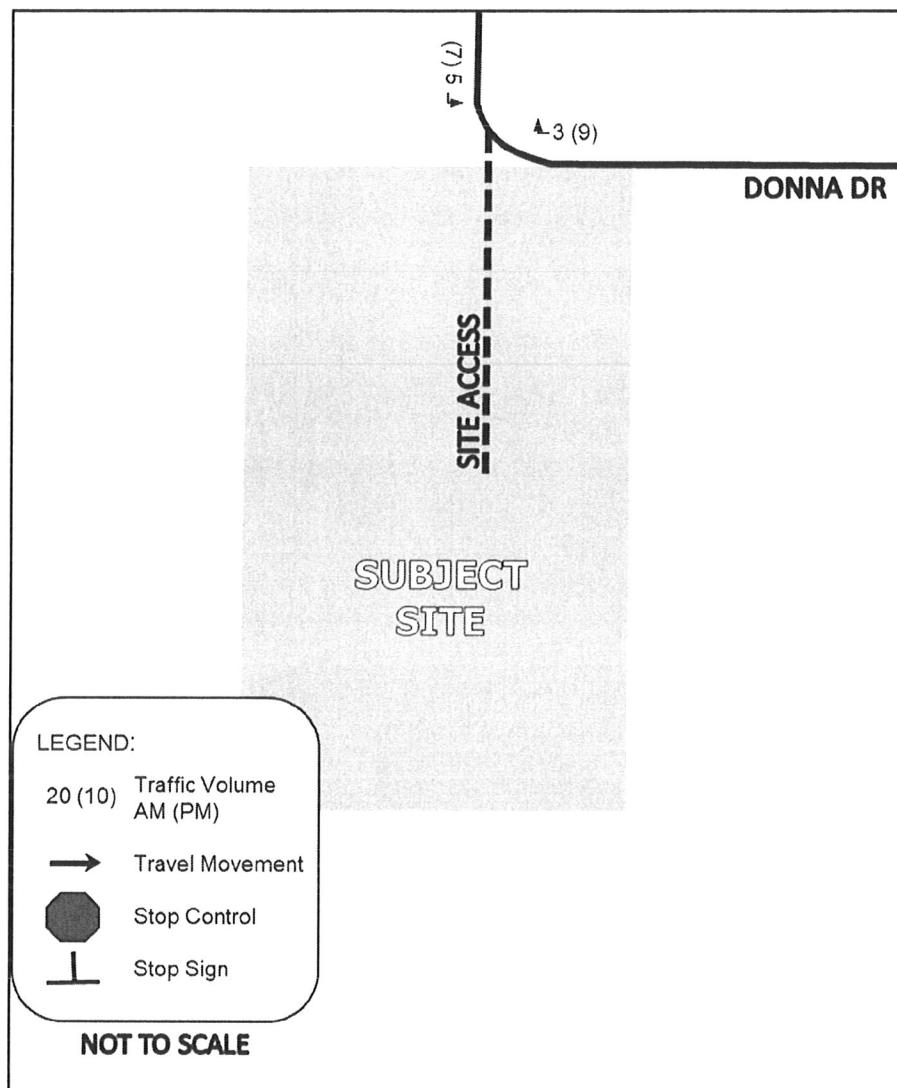
*ATR counts were completed from Tuesday, January 14th 2020 to Monday, January 20th, 2020.

Detailed traffic count data can be found in Appendix B. The peak hours of traffic generation for the study area intersections generally aligned with the anticipated peak hour of traffic generation by the proposed development.

The exact location of the ATR counts was not provided; however, based on our review of the anticipated traffic generation from the existing 16 residential units on Donna Drive using the Institute of Transportation Engineers [ITE] Trip generation Manual (10th Edition) [ITE Trip Generation Manual], the traffic counts obtained provide a reasonable estimate of the traffic on Donna Drive.

Figure 3 illustrates the existing (2020) and background (2022) AM and PM peak hour traffic volumes in the study area.

Figure 3 – Existing (2020) & Background (2022) Traffic Volumes



3 Proposed Development Traffic Generation and Assignment

3.1 Traffic Generation

The traffic generation for the subject site has been based on the ITE *Trip Generation* data. The following ITE land uses have been applied to estimate the traffic from the proposed:

- ITE land use #220 (Multifamily Housing (Low-Rise)) – General Urban/Suburban

The estimated trip generation for the proposed development is illustrated below in **Table 2**. The AM and PM peak traffic generation for the residential component of the proposed development is not expected to exactly align with the AM and PM peak hour in the traffic counts; consequently, we have applied the peak hour of adjacent street traffic values provided in the ITE Trip Generation Manual.

Table 2 – Estimated Traffic Generation of Proposed Development

Land Use	Size	AM Peak Hour			PM Peak Hour		
		IN	OUT	TOTAL	IN	OUT	TOTAL
Multifamily Housing (Low-Rise) ITE Land Use: 220	22 units	3	9	12	10	6	16

In order to be conservative, no transportation modal split reduction has been applied to the above-noted traffic generation calculation.

3.2 Traffic Assignment

The distribution of traffic for the proposed development is assumed to follow the distribution of the existing traffic volumes within the study area.

Table 3 illustrates the calculation of the distribution of ingress and egress traffic for the proposed development.

Table 3 – Proposed Development Traffic Distribution Summary

Scenario	Ingress Traffic Direction		Egress Traffic Direction	
	Southbound via Donna Drive	Westbound via Donna Drive	Northbound via Donna Drive	Eastbound via Donna Drive
AM Peak Hour	38%	62%	62%	38%
PM Peak Hour	56%	44%	44%	56%

Using the traffic distribution patterns noted above, the proposed development's traffic assignment was calculated for the AM and PM peak hours and is illustrated in **Figure 4**.

3.3 Total Horizon Year Traffic Volumes with the Proposed Development

For the total (2022) horizon year traffic volumes, the proposed development traffic was added to the background (2022) traffic volumes. The resulting total (2022) horizon year traffic volumes for the AM and PM peak hour are illustrated in **Figure 5**.

Figure 4 – Traffic Assignment for Proposed Development

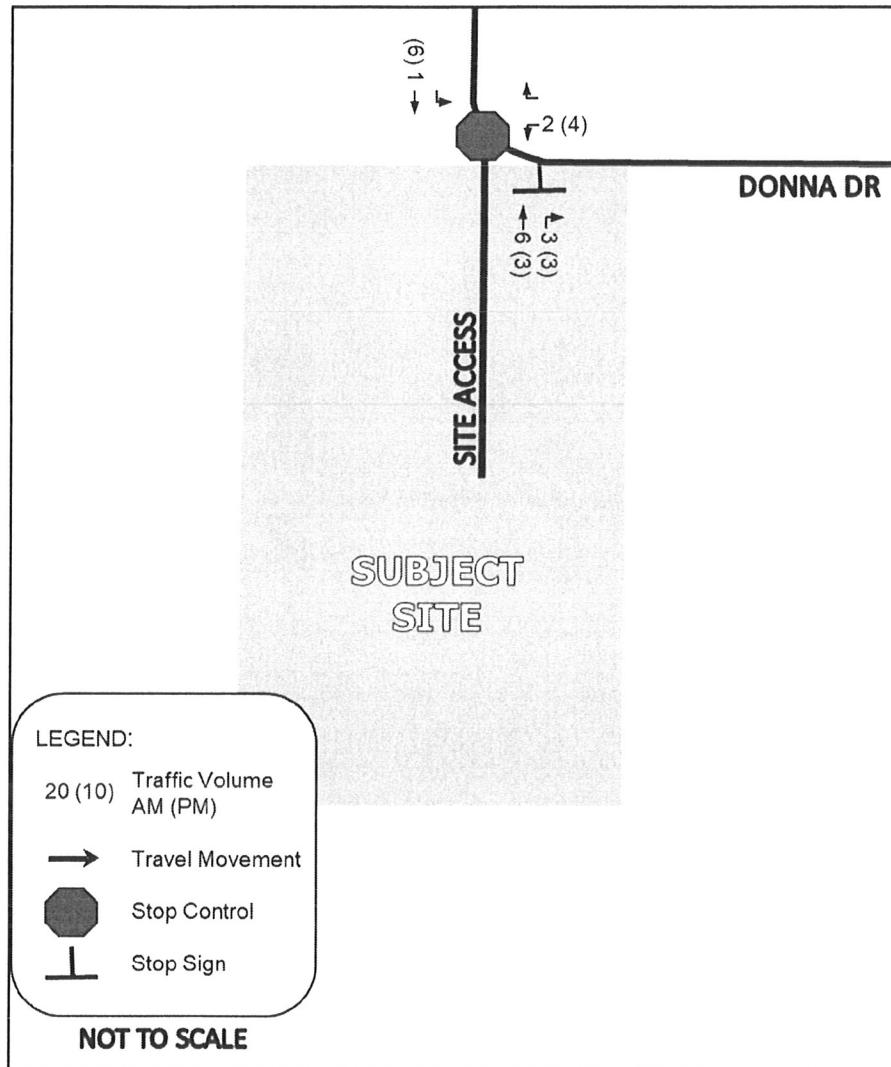
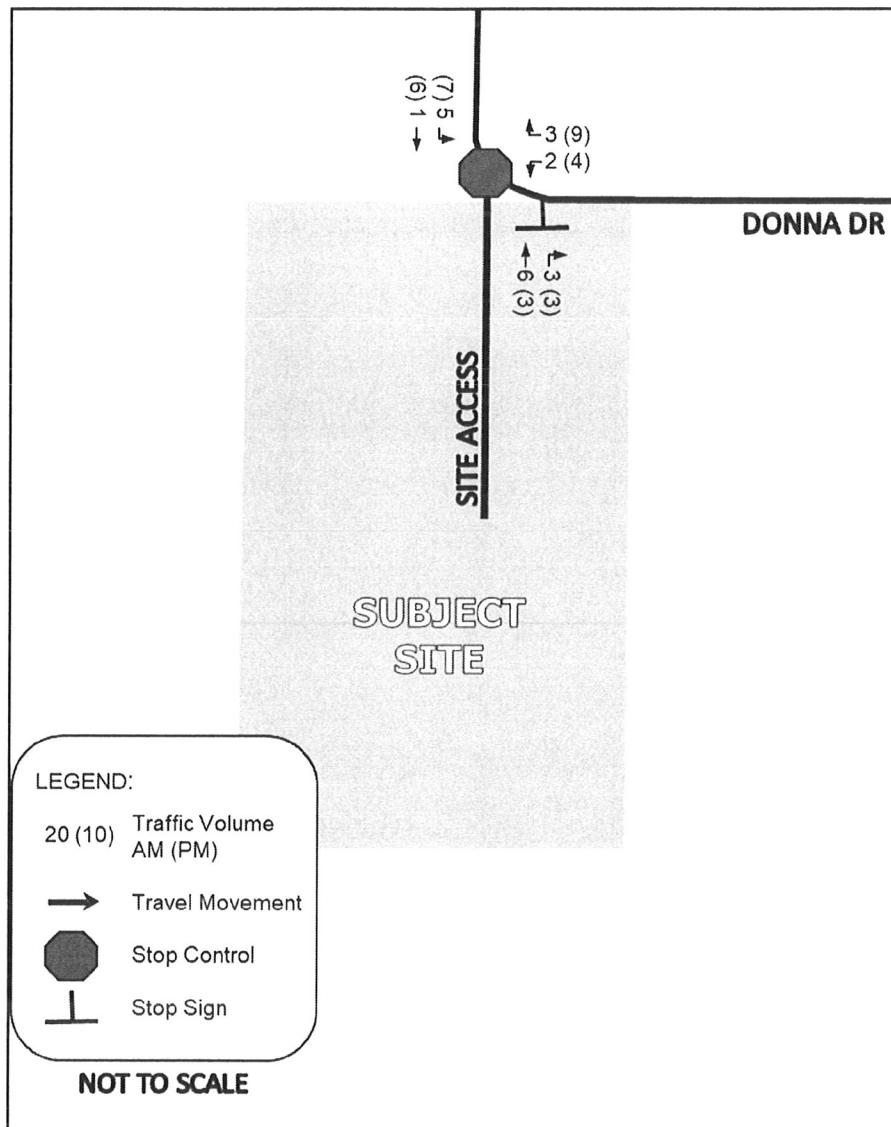


Figure 5 – Total (2022) Traffic Volumes



4 Intersection Operation with Proposed Development

4.1 Intersection Capacity Analysis Criteria

Intersection performance was measured using the traffic analysis software, Synchro 10, a deterministic model that employs Highway Capacity Manual and Intersection Capacity Utilization methodologies for analysing intersection operations. These procedures are accepted by provincial and municipal agencies throughout North America.

Synchro 10 enables the study area to be graphically defined in terms of streets and intersections, along with their geometric and traffic control characteristics. The user is able to evaluate both signalized and unsignalized intersections in relation to each other, thus not only providing level of service for the individual intersections, but also enabling an assessment of the impact the various intersections in a network have on each other in terms of spacing, traffic congestion, delay, and queuing.

Individual turning movements with a volume-to-capacity [V/C] ratio of 0.85 or greater are considered to be critical movements and have been highlighted in the LOS tables.

The intersection operations were also evaluated in terms of the LOS. LOS is a common measure of the quality of performance at an intersection and is defined in terms of vehicular delay. This delay includes deceleration delay, queue move-up time, stopped delay, and acceleration delay. LOS is expressed on a scale of A through F, where LOS A represents very little delay (i.e. less than 10 seconds per vehicle) and LOS F represents very high delay (i.e. greater than 50 seconds per vehicle for a stop sign controlled intersection and greater than 80 seconds per vehicle for a signalized intersection).

The LOS criteria for signalized and stop sign controlled intersections are shown in **Table 4**. A description of traffic performance characteristics is included for each LOS.

Table 4 – Level of Service Criteria for Intersections

LOS	LOS Description	Control Delay (seconds per vehicle)	
		Signalized Intersections	Stop Controlled Intersections
A	Very low delay; most vehicles do not stop (Excellent)	less than 10.0	less than 10.0
B	Higher delay; more vehicles stop (Very Good)	between 10.0 and 20.0	between 10.0 and 15.0
C	Higher level of congestion; number of vehicles stopping is significant, although many still pass through intersection without stopping (Good)	between 20.0 and 35.0	between 15.0 and 25.0
D	Congestion becomes noticeable; vehicles must sometimes wait through more than one red light; many vehicles stop (Satisfactory)	between 35.0 and 55.0	between 25.0 and 35.0
E	Vehicles must often wait through more than one red light; considered by many agencies to be the limit of acceptable delay	between 55.0 and 80.0	between 35.0 and 50.0
F	This level is considered to be unacceptable to most drivers; occurs when arrival flow rates exceed the capacity of the intersection (Unacceptable)	greater than 80.0	greater than 50.0

4.2 Total (2022) Intersection Operation

The results of the LOS analysis under total (2022) traffic volumes during the AM and PM peak hours can be found below in **Table 5**. Existing intersection geometry and traffic control have been utilized for this scenario. Detailed output of the Synchro analysis can be found in **Appendix C**.

Table 5 - Total (2022) LOS

Location (E-W Street / N-S Street)	Weekday AM Peak Hour			Weekday PM Peak Hour		
	V/C	Delay (s)	LOS	V/C	Delay (s)	LOS
Donna Drive / Site Access (unsignalized)	-	4.7	A	-	2.3	A
EB	0.00	0.0	A	0.01	0.0	A
WB	0.00	2.9	A	0.00	2.1	A
NB	0.01	8.5	A	0.01	8.5	A

The results of the LOS analysis indicate that the Donna Drive / Site Access intersection is operating within the typical design limits noted in Section 3.1.

Based on our review, there is sufficient capacity on Donna Drive to accommodate the additional traffic generated by the proposed development. Traffic on Donna Drive will operate with an excellent level of service even with the additional traffic generated by the proposed development. The additional traffic generated by the proposed development is anticipated to have a negligible impact to the excellent level of service currently experienced on Donna Drive.

4.3 Supplementary Analysis – Site Access onto Second Line West

A review of the impact of locating the Site Access driveway onto Second Line West was completed. According to the Transportation Association of Canada *Design Guide for Canadian Roads* (2017) [TAC Guidelines], it is preferable to avoid direct connections between public lanes or local roads with arterials. Increasing the number of access intersections along an arterial road can significantly decrease the road capacity. In the scenario with a direction connection onto Second Line West, eastbound left turn ingress movements may create a queue while waiting to complete the movement. Furthermore, traffic along Second Line West has steady growth as observed from the data provided in the Ministry of Transportation Highway Traffic Volumes data (1988 - 2016). It is anticipated that traffic will continue to grow over time and the above noted condition may become critical.

With the Site Access located on Donna Drive, there are various routes for vehicles to access the collector and arterial roadways in the area, providing flexibility in route choice; however, with the Site Access located on Second Line West, vehicles must enter and exit from Second Line West.

4.4 Sight Distance Review

A review of the available sight distance for the proposed Site Access was completed as part of this analysis.

The sight distance east and north of the Site Access meets the minimum stopping sight distance requirements as identified in the TAC Guidelines for a design speed of 60km/h (85 metres).

4.5 Site Access

The Site Access will operate efficiently as a full-movement access, with one-way stop control for northbound movements. A single ingress and egress lane at the Site Access will provide the necessary capacity to service the proposed development.

The proposed spacing between the Site Access and Sussex Road and between the Site Access and Prentice Avenue is in excess of the suggested minimum corner clearance requirements for a driveway as identified in the TAC Guidelines Figure 8.8.2 (Suggested Minimum Corner Clearances to Accesses or Public Lanes at Major Intersections) – 35 metres for unsignalized condition.

5 Summary

Tulloch Engineering Inc. retained **JD Engineering** to prepare this traffic brief in support of the proposed residential development municipally known as 25 Donna Drive, located north of Second Line, midblock between Edison Avenue and Prentice Avenue in the City of Sault Ste. Marie. The proposed Site Plan is shown in **Appendix A**. This chapter summarizes the conclusions and recommendations from the study.

The proposed development is anticipated to include 22 residential townhouse units.

1. The proposed development is expected to generate 12 AM and 16 PM new peak hour trips in the study area.
2. Automatic traffic recorder counts were obtained from the City on Donna Drive between Prentice Avenue & Sussex Road completed between Tuesday, January 14th, 2020 and Monday, January 20th 2020.
3. An estimate of the amount of traffic that would be generated by the Subject Site was prepared and assigned to the study area streets and intersection.
4. An intersection operation analysis was completed under total (2022) traffic volumes with the proposed development operational at the study area intersections.
5. No geometric or traffic signage improvements are recommended at the study area intersections as a result of the total (2022) traffic volumes with the proposed development.
6. The proposed access onto Donna Drive is preferred to the alternative access directly onto Second Line West.
7. The proposed Site Access onto Donna Drive will operate efficiently with one-way stop control for northbound movements. A single lane for ingress and egress movements will provide the necessary capacity to convey the traffic volume generated by the proposed development.
8. The sight distance available north and east of the Site Access meet the minimum stopping sight distance requirements.
9. In summary the proposed development will not cause any operational issues and will have a negligible impact to the excellent level of service experienced currently on Donna Drive.

Appendix A – Site Plan



Appendix B – Traffic Count Data



Volume Hourly Summary Report

Location..... Donna Drive btwn Prentice Avenue & Sussex Road

Municipality..... Sault Ste. Marie

Date	StartTime	Eastbound	Westbound	Grand Total
Tuesday, January 14, 2020	11	2	1	3
	12	0	1	1
	13	1	3	4
	14	1	4	5
	15	7	9	16
	16	0	6	6
	17	2	10	12
	18	1	7	8
	19	4	5	9
	20	1	2	3
	21	1	1	2
	22	0	1	1
	23	0	0	0
Tuesday, January 14, 2020		20	50	70
Tuesday, January 15,	0	0	0	0
	1	0	0	0

Tuesday, January 21, 2020

Page 1 of 8

2	0	0	0
3	0	0	0
4	1	0	1
5	0	0	0
6	1	1	2
7	4	1	5
8	7	1	8
9	2	1	3
10	1	1	2
11	3	2	5
12	2	4	6
13	3	0	3
14	2	2	4
15	1	11	12
16	2	3	5
17	2	4	6
18	2	7	9
19	0	0	0
20	4	2	6
21	0	5	5
22	0	0	0
23	0	0	0
Wednesday, January 15, 2020	37	45	82

rsday, January 16, 2	0	0	0
	1	0	0
	2	0	0
	3	0	0
	4	3	6
	5	0	0
	6	0	2
	7	5	8
	8	6	8
	9	1	0
	10	0	1
	11	1	0
	12	2	5
	13	4	5
	14	1	3
	15	3	8
	16	2	7
	17	3	10
	18	2	6
	19	2	4
	20	1	6
	21	0	2
	22	1	4

Tuesday, January 21, 2020

Page 3 of 8

	23	0	0	0
	Thursday, January 16, 2020	37	52	89
iday, January 17, 2020	0	0	0	0
	1	0	0	0
	2	1	2	3
	3	0	0	0
	4	1	2	3
	5	1	0	1
	6	1	3	4
	7	4	2	6
	8	4	3	7
	9	1	2	3
	10	1	1	2
	11	0	2	2
	12	2	5	7
	13	2	1	3
	14	1	1	2
	15	4	5	9
	16	4	7	11
	17	5	5	10
	18	3	2	5
	19	0	6	6
	20	3	0	3

Tuesday, January 21, 2020

Page 4 of 8

	21	0	4	4
	22	0	1	1
	23	0	2	2
	Friday, January 17, 2020	38	56	94
urday, January 18, 2	0	1	1	2
	1	0	0	0
	2	1	0	1
	3	0	0	0
	4	1	0	1
	5	0	0	0
	6	0	2	2
	7	0	0	0
	8	1	1	2
	9	0	117	117
	10	0	51	51
	11	0	36	36
	12	3	23	26
	13	0	14	14
	14	2	39	41
	15	1	1	2
	16	2	6	8
	17	3	5	8
	18	0	4	4

Tuesday, January 21, 2020

Page 5 of 8

19	3	5	8
20	1	3	4
21	0	2	2
22	0	0	0
23	3	1	4
Saturday, January 18, 2020	22	311	333
Sunday, January 19, 2020	0	0	0
1	1	0	1
2	0	3	3
3	0	0	0
4	1	2	3
5	0	0	0
6	4	4	8
7	2	0	2
8	0	0	0
9	7	25	32
10	6	7	13
11	1	0	1
12	2	4	6
13	3	4	7
14	2	4	6
15	1	5	6
16	3	7	10

Tuesday, January 21, 2020

Page 6 of 8

17	4	9	13
18	1	3	4
19	3	1	4
20	1	0	1
21	0	3	3
22	0	1	1
23	0	0	0
Sunday, January 19, 2020	42	82	124
Monday, January 20, 2020	0	0	1
1	0	0	0
2	0	0	0
3	0	0	0
4	2	0	2
5	0	0	0
6	0	1	1
7	3	0	3
8	7	1	8
9	2	2	4
10	2	3	5
11	1	3	4
12	1	4	5
13	0	0	0
Monday, January 20, 2020	18	15	33

Tuesday, January 21, 2020

Page 7 of 8

Grand Total	214	611	825
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Tuesday, January 21, 2020

Page 8 of 8

Appendix C – Synchro Analysis Output – Total Traffic Volumes

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	Y	
Traffic Volume (veh/h)	5	1	2	3	6	3
Future Volume (Veh/h)	5	1	2	3	6	3
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	5	1	2	3	7	3
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume			6		12	6
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			6		12	6
tC, single (s)		4.1			6.4	6.2
tC, 2 stage (s)						
tF (s)		2.2			3.5	3.3
p0 queue free %		100			99	100
cM capacity (veh/h)		1628		1011	1083	
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	6	5	10			
Volume Left	0	2	7			
Volume Right	1	0	3			
cSH	1700	1628	1032			
Volume to Capacity	0.00	0.00	0.01			
Queue Length 95th (m)	0.0	0.0	0.2			
Control Delay (s)	0.0	2.9	8.5			
Lane LOS		A	A			
Approach Delay (s)	0.0	2.9	8.5			
Approach LOS			A			
Intersection Summary						
Average Delay		4.7				
Intersection Capacity Utilization		13.3%		ICU Level of Service		A
Analysis Period (min)		15				

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑			↑	V	
Traffic Volume (veh/h)	7	6	4	9	3	3
Future Volume (Veh/h)	7	6	4	9	3	3
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	8	7	4	10	3	3
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume			15		30	12
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			15		30	12
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			100		100	100
cM capacity (veh/h)			1616		988	1075
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	15	14	6			
Volume Left	0	4	3			
Volume Right	7	0	3			
cSH	1700	1616	1030			
Volume to Capacity	0.01	0.00	0.01			
Queue Length 95th (m)	0.0	0.1	0.1			
Control Delay (s)	0.0	2.1	8.5			
Lane LOS		A	A			
Approach Delay (s)	0.0	2.1	8.5			
Approach LOS			A			
Intersection Summary						
Average Delay			2.3			
Intersection Capacity Utilization			14.0%	ICU Level of Service		A
Analysis Period (min)			15			



2020 02 10

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-1-20-Z
25 Donna Drive
1890714 Ontario Inc.

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

- Developer's Engineering should confirm that sanitary capacity is available for this development.
- Stormwater management may be required.
- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design.
- It is recommended that the property be subject to Site Plan Control to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.

If you have any questions, please do not hesitate to contact the undersigned.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM

cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

From: [Carl Rumiell](#)
To: [Maggie McAuley](#)
Subject: RE: Traffic Study - A-1-20-Z 25 Donna Drive
Date: Wednesday, August 26, 2020 4:14:49 PM
Attachments: [image003.png](#)

I'm satisfied that this development will not impact traffic on Donna Drive.

Carl Rumiell, P.Eng.
Manager, Design & Transportation Engineering
Public Works and Engineering Services
705.759.5379 c.rumiell@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca



Larry Girardi
Deputy CAO

Susan Hamilton Beach, P. Eng.
Director of Public Works



**Public Works &
Engineering Services**

August 26, 2020

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

Subject: Application No. A-1-20-Z
Request for an amendment to the Zoning By-law

Applicant: 1890714 Ontario Ltd. (c/o Steve Ficociello)

Subject Property: 25 Donna Drive & 468 Second Line West

Please accept this response to your request dated August 16, 2020.

Staff from Public Works has reviewed the application noted above and supports this development. The following comments are provided:

- Driveway access off of Donna Drive and all ditching / culvert work shall be to the satisfaction of Public Works;
- Culverts shall be accessible for maintenance either by the use of a manhole or direct access; and
- The site shall be serviced with private waste collection.

If you have any further questions, please contact me at 759-5207.

Yours very truly,

A handwritten signature in black ink, appearing to read "Sue Beach".

Susan Hamilton Beach, P. Eng.
Director of Public Works
705-759-5207
s.hamiltonbeach@cityssm.on.ca

C: Maggie McAuley, P. Eng.
Freddie Pozzebon, CBO

Peter Tonazzo

Subject: FW: Donna Drive Development

----- Forwarded message -----

From: rob shiels [REDACTED]
Date: Tue, Jan 14, 2020 at 10:54 AM
Subject: RE: Donna Drive Development
To: <m.bruni@cityssm.ca>, Rick Niro <r.niro@cityssm.on.ca>, <p.tonazzo@cityssm.on.ca>

Good day gentlemen. I would first like to thank each of you for your attention last evening at Developer's meeting regarding the Donna Drive Development.

After viewing the developer's plan and discussing with area neighbors, I feel that I cannot accept the proposal as presented by the developer specifically related to the access that is being proposed off of Donna Drive.

If the development had the access point from Second Line, then I don't think there would be an issue. However, to impact a neighborhood with increased traffic volume when it is unnecessary to do so does not make sense to me and shows a total disregard for the abutting neighborhood and the residents that live there.

Upon completion, there is a potential of between 22 and 44 vehicles that could be using Donna Drive on a daily basis which would significantly increase the traffic volume on a very small street. This as opposed to adding this same number of vehicles to a main thoroughfare if Second Line was the entry/exit point which would be of minimal and much lesser impact in the big scheme of things.

Along Second Line from People's Road through to Allen's Side Road there are hundreds of buildings (businesses, private homes, apartment complexes) that enter and exit from Second Line without disrupting adjacent neighborhoods.

Donna Drive is a street that is in need of repair without adding heavy construction equipment traffic to it during the construction phase. Donna Drive is a narrow street and currently problems are encountered in the winter months due to roadway clearances. Adding to this problem does not make sense and will create many safety issues and concerns. Additional traffic volumes after completion will do nothing but make matters worse.

The developer stated that the feedback from real estate agents regarding his existing holding in the same area was that people did not like the fact that they had to make the left turn onto Second Line from the existing complex.

Well, this could be said about any main artery in Sault Ste. Marie. Example...McNabb Street, Great Northern Road, Wellington Street East, Trunk Road, etc.....including the rest of Second Line. That does not justify negatively impacting a quiet residential neighborhood.

When I asked the developer if he was at all flexible on this issue he simply stated that he was not. This is not an attitude that I would expect from someone who is proposing something that will

disrupt people's lives. In addition, when another resident asked the developer what he would do if this proposal was not allowed, he stated that he would probably just sell the property and maybe someone would build a high-rise there instead. Again, not a favourable attitude and it also sounded as somewhat of a threat. The developer did not present himself in a very positive light with his remarks.

Please keep me informed about any upcoming meetings, etc. or when this issue might get put on Council's Agenda. I very much think that there will be contingent from the neighbourhood when this matter reaches council for approval or denial.

Thanks,
Rob Shiels
38 Donna Drive
[REDACTED]

25 DONNA DR.
APPLICATION NO: A-1-20-Z

This signed petition from the residences on Donna Drive deals with the new development of a multi-dwelling complex on former public school property facing Second Line and backing onto Donna Drive.

We appreciate and approve construction of these Condo Rentals but have signed this petition indicating we

DO NOT WANT TRAFFIC entering / exiting onto Donna Drive.

- 1) Safely exiting onto Second Line was a concern raised at the Developer's neighborhood meeting but does not justify the changes to traffic increase which would more than double onto Donna Drive.
 - 2) Most if not all current residential and commercial buildings on Second Line access Second Line therefore safety can't be a reasonable cause.
 - 3) It must be noted that the former school on this property used Second line only for enter/exit purposes....safety was not a big concern
 - 4) Currently numerous children walk on Donna Drive to and from Our Lady of Lourdes School.
 - 5) Road Classification on Donna Drive and changes required due to large traffic increase?

NAME

ADDRESS

Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-1-20-Z_25 Donna Drive (Eicmar) GIS and Maps\IA-1-20-Z_AerialMap_Jan2020_8x1_V1.rmd

Application Map Series

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

Legal Department Reference



**SAULT
STE. MARIE**

Property Information

Civic Address: 25 Donna Drive
Roll No.: 060012001000000
Map No.: 79/1-89
Application No.: A-1-20-Z
Date Created: January 20, 2020

Legend



Subject Property - 25 Donna Drive

Parcel Fabric

Page 133 of 387

Community Development and Enterprise

Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

*This map is for general reference only
© Directorate, 2016, 20cm Colour*

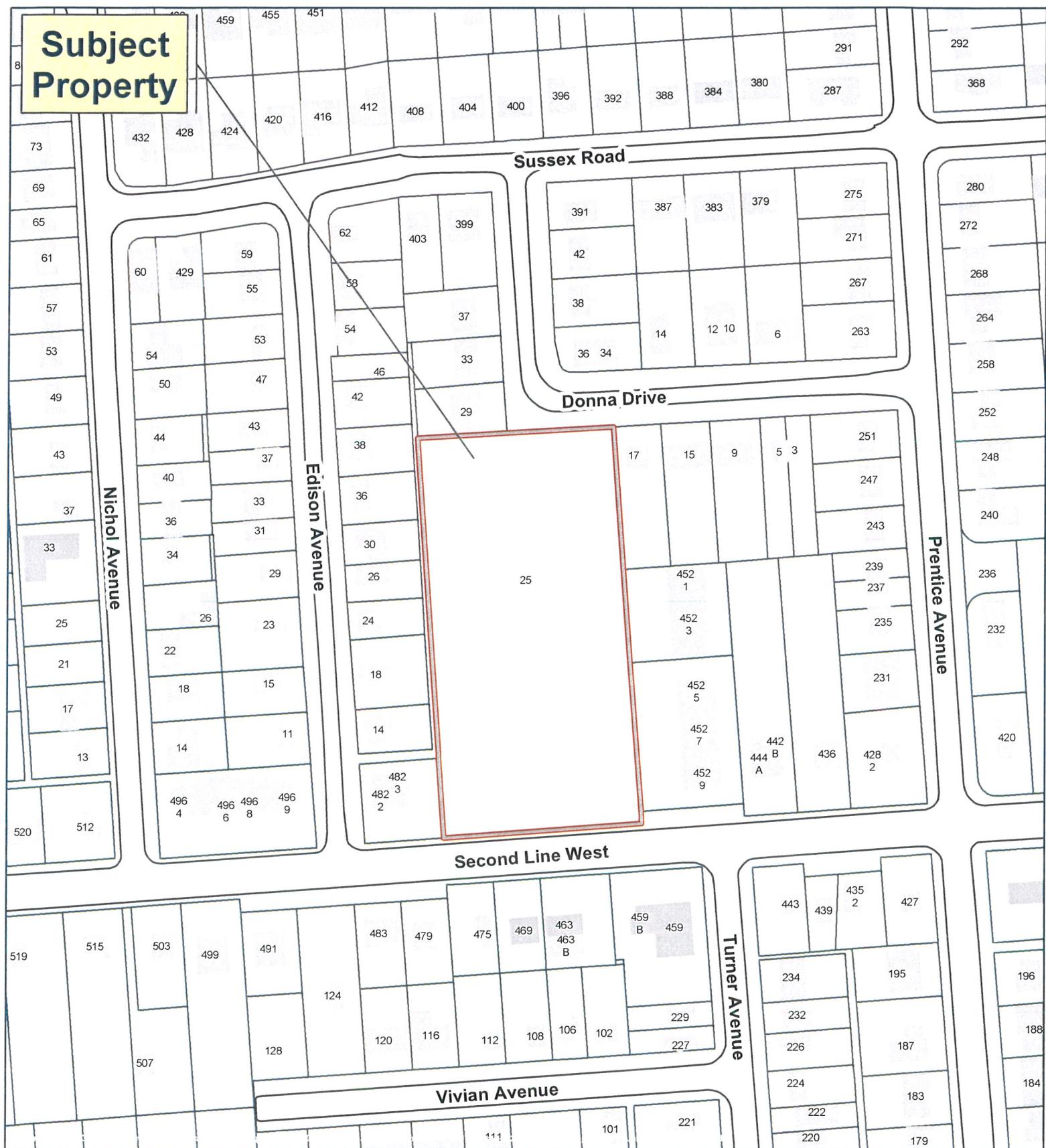
*Orthophoto: 2016 20cm Colour
Projection Details*

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983



Subject Property



Application Map Series

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

Legal Department Reference



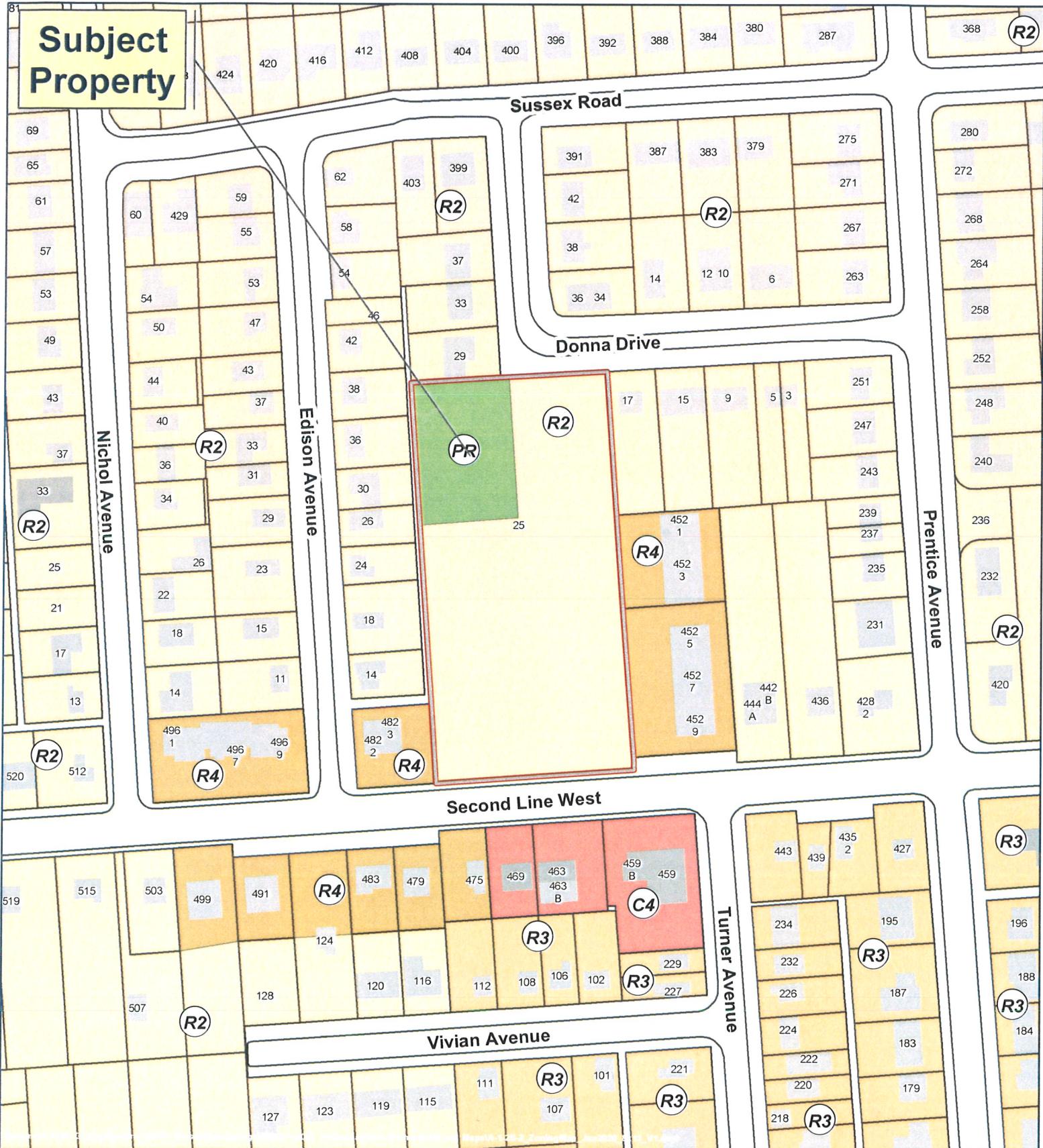
Property Information

Civic Address: 25 Donna Drive
Roll No.: 060012001000000
Map No.: 79/1-89
Application No.: A-1-20-Z
Date Created: January 20, 2020

Legend

- Subject Property - 25 Donna Drive
- Parcel Fabric





Application Map Series

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

Property Information

Civic Address: 25 Donna Drive
 Roll No.: 060012001000000
 Map No.: 79/1-89
 Application No.: A-1-20-Z
 Date Created: January 20, 2020

Legend

SAULT STE. MARIE
Planning and Enterprise Services

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

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

0 10 20 40 Meters
 1.2,000

September 9, 2020

**ALGOMA CONDOMINIUM CORPORATION #20
c/o 1-452 SECOND LINE WEST
SAULT STE. MARIE, ON.
P6C 2K2**

Re: Rezoning application A-1-20-Z (25 Donna Drive)

Mayor Provenzano and Members of Council,

Thank you for the opportunity to provide input on this proposed zoning amendment. I am a member of the board of directors for Algoma Condominium Corporation #20, a nine-unit condo development located at 452 Second Line West—which is directly beside the vacant property at the centre of this application. In my capacity as board president, I represent 14 Sault Ste. Marie taxpayers who are extremely proud of their homes, their city and their west-end neighbourhood.

For those who may not be familiar with our property, we are a row of luxury condominiums located on the north side of Second Line West, just west of Prentice Avenue. Like all condominium corporations in Ontario, our owners pay monthly fees that cover costs such as lawn and garden care, snow removal, private garbage collection and common-area insurance. In accordance with provincial legislation, a portion of our monthly condo fees are also deposited into a reserve fund designed to pay for larger capital projects that will be necessary in the years to come, such as new shingles, decks and asphalt. Our owners care very deeply about the maintenance and appearance of our property, and in our humble opinion, the "West Park Nine" is a jewel of our ward.

Our homes were constructed in 2012 and 2013 by Ficmar Builders, which is operated by Steve Ficociello, the applicant in this rezoning request. From our experience, Mr. Ficociello is a competent and respected builder with a solid reputation. He is also a gracious neighbour, who has never once complained that some of us regularly access his private property to walk our dogs or play sports with our children.

That being said, our condo association has some serious concerns about his plan to build 22 rental townhouses directly beside our survey. We strongly encourage City Council to listen carefully to our concerns as it ponders the proposed rezoning—and eventual development—of this property.

Our concerns fall into three general categories:

- Lack of public consultation
- Long-term maintenance/upkeep of the property
- Fencing along the property line

1) LACK OF PUBLIC CONSULTATION:

By law, rezoning applicants like Mr. Ficociello are obliged to convene a neighbourhood meeting that provides nearby residents the opportunity to voice questions or concerns. In this case, that mandatory meeting was scheduled for January 13, 2020 at the Northern Community Centre. Following standard procedure, city staff provided Mr. Ficociello with mailing labels for all property owners who live within 120 m of his proposed development—ensuring, in theory, that anyone who wanted to attend could do so.

However, for reasons that remain a mystery to us, it appears that only two of the nine condos in our survey received such a notice. The end result? On the night of the meeting, none of our owners were present because the vast majority of us were completely unaware it was even occurring.

By the time our board of directors learned about this rezoning application, it was already on the agenda for City Council's February 24 meeting. That same day, I contacted Senior Planner Peter Tonazzo to ask why our owners weren't alerted to the initial January 13 consultation. He later confirmed, via email, "that a number of owners within the Condo Corp. did not receive the required notification," and that the matter would be postponed.

While we appreciate Mr. Tonazzo's prompt reply that day, the key question remains: Why weren't the majority of our owners given proper notification of the January meeting? Clearly, it did not take long for Mr. Tonazzo to confirm that certain members of our association were not properly notified. Why did nobody catch this mistake earlier? Although it may be too late to remedy the oversight in our case, our condo association is concerned about how often this occurs. We hold out hope this was an honest, one-time mistake, not a systemic problem.

Either way, the end result is extremely frustrating: our homeowners were denied their legal right to put forward potential questions and concerns during the initial public meeting with the developer, his lawyer, and our local councillors. Instead, we are left to address City Council at the 11th hour—asking questions that should have been answered months ago. This is hardly ideal, and certainly not how the consultation process is designed to unfold.

2) LONG-TERM MAINTENANCE/UPKEEP OF THE PROPERTY

When many of us purchased our homes from Mr. Ficociello, he told us he owned the adjacent property and hoped to one day build more condominiums like ours. To discover that he now intends to construct rental townhouses is a disappointing change of course. From the plans we have seen—and based on Mr. Ficociello's previous work—our association has little doubt the final product will be both high quality and visually appealing. However, we worry about whether the property will remain that way in the years to come—and whether this development could, in the long run, devalue ours.

- Who will own these townhouses? Will Mr. Ficociello be the landlord or does he plan to sell his development to a property management company?
- What will be the monthly rent per townhouse? Will these be affordable housing units?
- Will there be rules or by-laws—similar to the ones that govern our condo association—to ensure the property remains clean and attractive? Will there be, for example, rules outlining the types of vehicles allowed on the property, or the kind of outdoor furniture?
- What are the initial plans for landscaping—and the long-term upkeep? Will there be rules and/or by-laws outlining a minimum standard of landscaping? Simply put, how can we be sure that our new neighbour will care as much for his property as we care for ours?

As a condo association, we are continually improving the exterior of our survey. Over the past few years alone, we have installed a new irrigation system, added exterior lighting to our main entrance, and re-stained the fence that surrounds our backyards. We also pay an engineering firm to update our Reserve Fund Study every three years, providing our board of directors with a detailed roadmap of upcoming expenditures.

We worry that the eventual landlord for these 22 townhouses will not be nearly as diligent—and

that our investment will suffer as a result. We seek some level of assurance that our fears are misguided.

3) FENCING BETWEEN THE TWO PROPERTIES

By far, our biggest concern about this development is the property line. In our opinion, the city should not allow construction to proceed without a clear promise from the developer to build a fence separating the west side of our private road from the rear of Units 6 to 12. A fence is a deal-breaker for our condo association, an absolute must-have.

According to the conceptual site plan provided to the city, it appears Mr. Ficociello does intend to build a fence **AND** plant trees behind Units 6 to 12. We are asking for written assurance that he will follow through with that plan, and that he agree to stain his fence to match our existing fence. We would also appreciate the opportunity to provide input on the size and species of the trees he intends to plant.

Why is a fence so important to us? When construction is finished, the end result will be a rarity in Sault Ste. Marie: the front doors of our homes will directly face the backyards of these new townhouses. Without a fence, no one—not us, nor the eventual tenants—will enjoy an acceptable level of privacy. We trust that both the city and Mr. Ficociello can appreciate why we are so concerned about this prospect.

Let us be clear: Our association is not completely opposed to this development. We understand that it conforms with the city's Official Plan, the Growth Plan for Northern Ontario, and Ontario's Provincial Policy Statement. We also have faith that if anyone is going to build such a complex next door, Mr. Ficociello is among the most experienced and well-equipped to do so. All we're asking for is the opportunity to work with the city and the developer to ensure these new houses do not do anything to devalue ours—with privacy concerns at the top of mind.

Thank you very much for taking the time to read this letter. I look forward to speaking more about this issue during the September 14 Council meeting.

Sincerely,

Michael Friscolanti
President, Algoma Condominium Corporation #20

Rachel Tyczinski

Subject: FW: Notice of Application re: Application No.: A-1-20-Z

From: Lepore, Robert (MLTSD)
Sent: Friday, September 11, 2020 12:00 PM
To: Peter Tonazzo <p.tonazzo@cityssm.on.ca>
Cc: Marchy Bruni <m.bruni@cityssm.on.ca>; Rick Niro <r.niro@cityssm.on.ca>
Subject: RE: Notice of Application re: Application No.: A-1-20-Z

Hi Peter,

Thank you for the council report.

I would like to add to my previous statement, that as a resident homeowner on Donna Drive, I was not notified that the applicant purchased Donna Park and the resulting amalgamation with the former Prince of Wales school property.

Thank you,

Rob

+++++

+++++

From: Lepore, Robert (MLTSD)
Sent: September 11, 2020 11:02 AM
To: Peter Tonazzo
Cc: Marchy Bruni; Rick Niro
Subject: Notice of Application re: Application No.: A-1-20-Z

Dear Mr. Tonazzo,

Please accept this email as indication that I do not support Application No.: A-1-20-Z (Applicant: 1890714 Ontario Inc. c/o Steve Ficociello).

As a homeowner at 14 Donna Drive, I do not support the proposed development at 25 Donna/468 Second Line West in its proposed form, for the following reasons:

- Donna Drive has less than 20 homes on the entire street. The proposal more than doubles the number of homes on Donna Drive.
- Donna Drive is a class B road, with ditches and no sidewalks on either side of the road.
- The proposed development would more than double the amount of pedestrian traffic and vehicle traffic on Donna Drive.
- Current road infrastructure is not sufficient to handle this increased demand on Donna Drive.
- The proposal indicates single entry to the new development off of Donna Drive. This will adversely affect street traffic by more than doubling the number of vehicles accessing this street. With the absence of sidewalks and proper infrastructure, this poses danger to pedestrians and school children that regularly walk through Donna Drive.
- The condensed physical layout of the proposed development does not fit in with the current subdivision layout of single dwelling homes with standard sized subdivision lots. This diminishes the value of the neighbourhood.

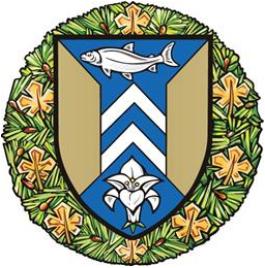
- The proposed development consists of rental-only units, and no ownership options. The mix of renters is not indicated on the application and this raises concerns among the residents in the adjacent subdivision.

Please respond as indication that this email has been received.

If you have any questions or concerns with the above statements, please do not hesitate to contact me directly [+++](#) I look forward to your response.

Thank you,

Robert Lepore
14 Donna Drive



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-7-20-Z.OP 170 Old Garden River Road (2436112
Ontario Inc. - c/o Andre Riopel)

PURPOSE

The applicant, 2436112 Ontario Inc. (c/o Andre Riopel), is requesting an amendment to the Official Plan and to the Zoning By-law to permit commercial and campground uses, and to maintain the existing residential use on the subject property.

PROPOSED CHANGE

Re-designate the subject property from Residential to Commercial use on Schedule C (Land Use) of the Official Plan.

Rezone the subject property from Single-Detached Residential Zone (R2) to General Commercial Zone (C4.S) with a special exception to permit the existing single detached dwelling unit and a campground, in addition to the uses currently permitted in a C4 Zone, subject to the following provisions:

1. Permit the proposed campground to be located in a rear yard only, consisting of not more than 3 tent stalls and 1 fire pit.
2. Reduce the setbacks, only for the existing building to:
 - o Front yard setback: 5 metres
 - o Rear yard setback: 2 metres
 - o Deck setback: 0 metres
3. Permit required parking for the single detached dwelling in the required front yard.

Subject Property

- Location – Approximately 65 metres north east from the intersection of Second Line East and Old Garden River Road.
- Approximate Size – 489 sq. m (0.12 ac.), 36 m (118 ft.) of frontage along Old Garden River Road with a depth of 25 m (82 ft.).
- Present Use – Single-detached dwelling.

- Owner – 2436112 Ontario Inc. (c/o Andre Riopel).

BACKGROUND

No previous applications have been made for this property.

The applicant has advised that he wishes to remove campground uses from the original proposal, but continue with the request to rezone and redesignate the property for future commercial development.

The applicant also intends to apply to the Committee of Adjustment to merge the subject property with 162 Old Garden River Road (the existing site of Velorution).

ANALYSIS

The subject property is located on the edge of a predominantly commercial and residential area. Restaurants, retailers and offices exist in the surrounding area, with single-detached dwellings along Old Garden River Road. Directly abutting the property to its north and west sides is the Velorution Bike and Ski retailer, to its south, across Old Garden River Road, is a commercial plaza, and to the immediate north east is a vacant residential dwelling.

No changes to the property or the existing structure on site are being proposed. The existing residential structure on the property would continue to be used as residential.

Conformity with the Official Plan:

The Official Plan (OP) is a Municipal policy document that manages and directs the physical change and development of the community. Council's decision must be consistent with the OP.

Schedule C (Land Use) of the Official Plan designates the property as Residential. The proposed Commercial designation is required to permit commercial uses on the subject property.

Expanding the commercial and retail land base is necessary to accommodate forecasted market growth, as demonstrated in the 2018 Dillon Consulting study, *Land Needs Analysis*. A market study is not required and the proposal is not anticipated to impact the commercial planned function of the Downtown. This proposal satisfies the OP's Commercial Land Use goals and policies.

Conformity with the Provincial Policy Statement 2020 PPS:

The Provincial Policy Statement 2020 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council's decision must be consistent with the policies contained in the PPS.

The proposed amendments have been reviewed against these policies. Directing new commercial land use within the built environment promotes a land use

pattern that accommodates projected land use needs and that is financially sustainable for the municipality. *Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns* policies 1.1.1.A and 1.1.2 of the PPS are satisfied.

This proposal is consistent with the Provincial Policy Statement.

Conformity with the Growth Plan for Northern Ontario 2011:

The Growth Plan for Northern Ontario 2011 (GPNO) establishes a framework for managing growth in Northern Ontario. Council's decision must either conform or not conflict with the plan. The proposed amendment has been reviewed against the GPNO.

The proposal does not conflict with the Growth Plan for Northern Ontario.

COMMENTS

The proposal represents a minor addition that would round out the edge of one of the city's major commercial and retail nodes. A General Commercial Zone (C4) would permit commercial uses on the property and be consistent with the proposed OP Commercial land use designation.

Much of the property abuts Old Garden River Road and Velorution's pump track area. An approximate 5 metre wide city owned boulevard further separates the subject property's frontage from the edge of the road. Three of the residentially zoned properties immediately north-east of the subject property are likely to be redeveloped at some point in the future. Due to the property's relatively small and triangular shape, rear yard setback reductions are required. Given the intent to merge with the rear property, these setback reductions are technical in nature. No land use impacts are anticipated from the requested variances or land use change.

A visually solid, 1.8 metre tall fence will be required along the full extent of the common lot line of 176 Old Garden River Road to satisfy buffer as required between the subject property and the abutting residentially zoned property.

Designating the property as an area of Site Plan Control is recommended to provide an opportunity for staff to review the design and technical aspects of future proposals to ensure compatibility with the surrounding area. Features such as site access and servicing, waste storage, fencing, parking and landscaping are reviewed.

This area is the subject of a study to address traffic congestion issues. No traffic impacts are anticipated from this proposal.

CONSULTATION

Public Comments

Public notice was mailed out to property owners within 120 metres of the subject property. A neighbourhood meeting was not scheduled due to COVID-19 safety protocols. At the time of writing this report, one letter of support was received (see attachment).

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. The following Departments/Agencies commented on this application:

- No comment/objection: the Accessibility Advisory Committee, Building Division, Committee of Adjustment, Community Development & Enterprise Services, Engineering Services, Fire Services, Legal Department, the Municipal Heritage Committee, PUC Services, Sault Ste. Marie Economic Development Corporation, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs & Housing, Bell Canada.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any Strategy Directions contained within the Corporate Strategic Plan.

Summary

The applicant, 2436112 Ontario Inc. (c/o Andre Riopel), is requesting an amendment to the Official Plan and to the Zoning By-law to permit commercial uses, and to maintain the existing residential use on the subject property. Campground uses are no longer subject of this proposal. Merging the subject property with 162 Old Garden River Road is anticipated in the near future.

The proposed land use changes are compatible with the surrounding area and are consistent with relevant policies and plans. Site Plan Control is recommended.

At the time of writing this report. Planning staff received one letter of support.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 2020 09 14 concerning Official Plan and Zoning amendment application A-7-20-Z.OP be received and that City Council approve the application as follows:

Amend the subject property from Residential to Commercial on Schedule C (Land Use) of the Official Plan.

Rezone the subject property from Single-Detached Residential Zone (R2) to General Commercial Zone (C4.S) with a “Special Exception”. The following is the special exception:

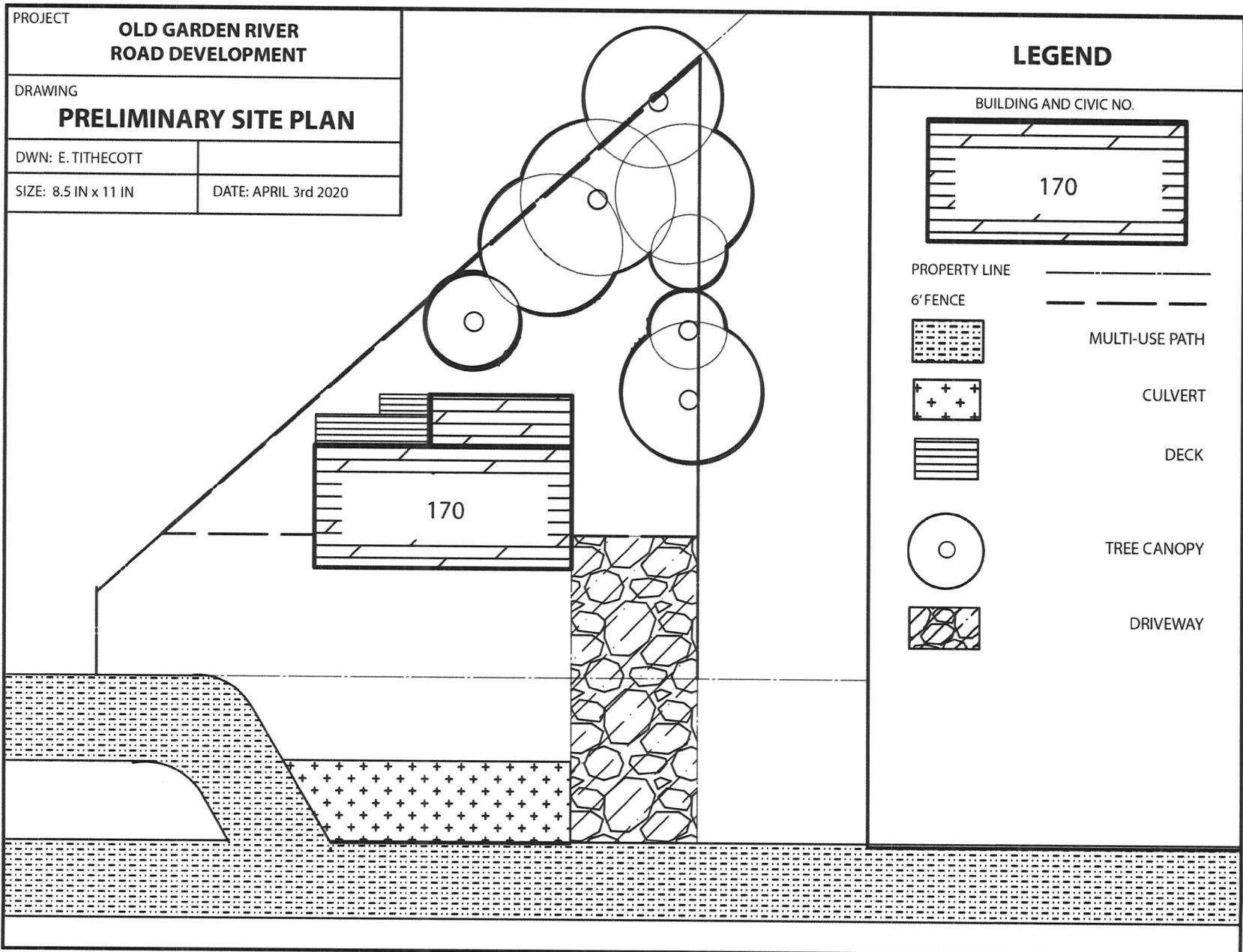
1. Permit the continued use of the existing single-detached dwelling unit.
2. Reduce the front yard setback from 6 metres to 5 metres for the existing single detached dwelling.
3. Reduce the rear yard setback from 10 metres to 2 metres for the existing single detached building.
4. Reduce the projection setback into rear lot line from 3 metres to 0 metres for the existing deck only.
5. Permit parking to be located in a required front yard only for the single detached dwelling.

Deem the subject property as an area of Site Plan Control.

Respectfully submitted,

Jonathan Kircal

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



**AMENDMENT NO. 227
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to Schedule "C" of the Official Plan.

LOCATION

PCL 3614 SEC AWS; PT SEC 29 TARENTORUS AS IN LT31748 EXCEPT LT 2 PL M259; SAULT STE. MARIE, Located approximately 65 metres north east from the intersection of Second Line East and Old Garden River Road, with approximately 36 metres of frontage along Old Garden River Road. Civic Number 170 Old Garden River Road.

BASIS

This Amendment is necessary in view of a request to permit certain commercial uses on the subject property.

The proposal does not conform to the existing Land Use map (Schedule C) of the Official Plan.

Council now considers it desirable to amend the Schedule C of Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C to the Sault Ste. Marie Official Plan is hereby amended by re-designating the subject property from Residential to Commercial.

INTERPRETATION

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

Subject Property

OPA NO. 227

206

710
2

162

176

170

182

190

194

191

187

181

760 1 760 2

774

Old Garden River Road

Second Line East



Application Map Series	
<input type="checkbox"/> Subject Property	<input type="checkbox"/> Official Plan Landuse
<input type="checkbox"/> Existing Zoning	<input type="checkbox"/> Aerial Image
<input checked="" type="checkbox"/> Official Plan Amendment	

Legal Department Reference
Schedule "A"



**SAULT
STE. MARIE**

Planning and Enterprise Services

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

This map is for general reference only

Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters

1:1,000



Property Information

Civic Address: 170 Old Garden River Road
Roll No.: 010032018000000
Map No.: 85/1-95
Application No.: A-7-20-Z-OP/OPA No. 227
Date Created: August 12, 2020

Legend

- Subject Property: 170 Old Garden River Rd
- Parcel Fabric

Hi Andre, hope all is well.

*You have our support!!
(wish you owned the other properties too)*

*Don and Toni McEwen
199 Old Garden River Road*

Subject Property

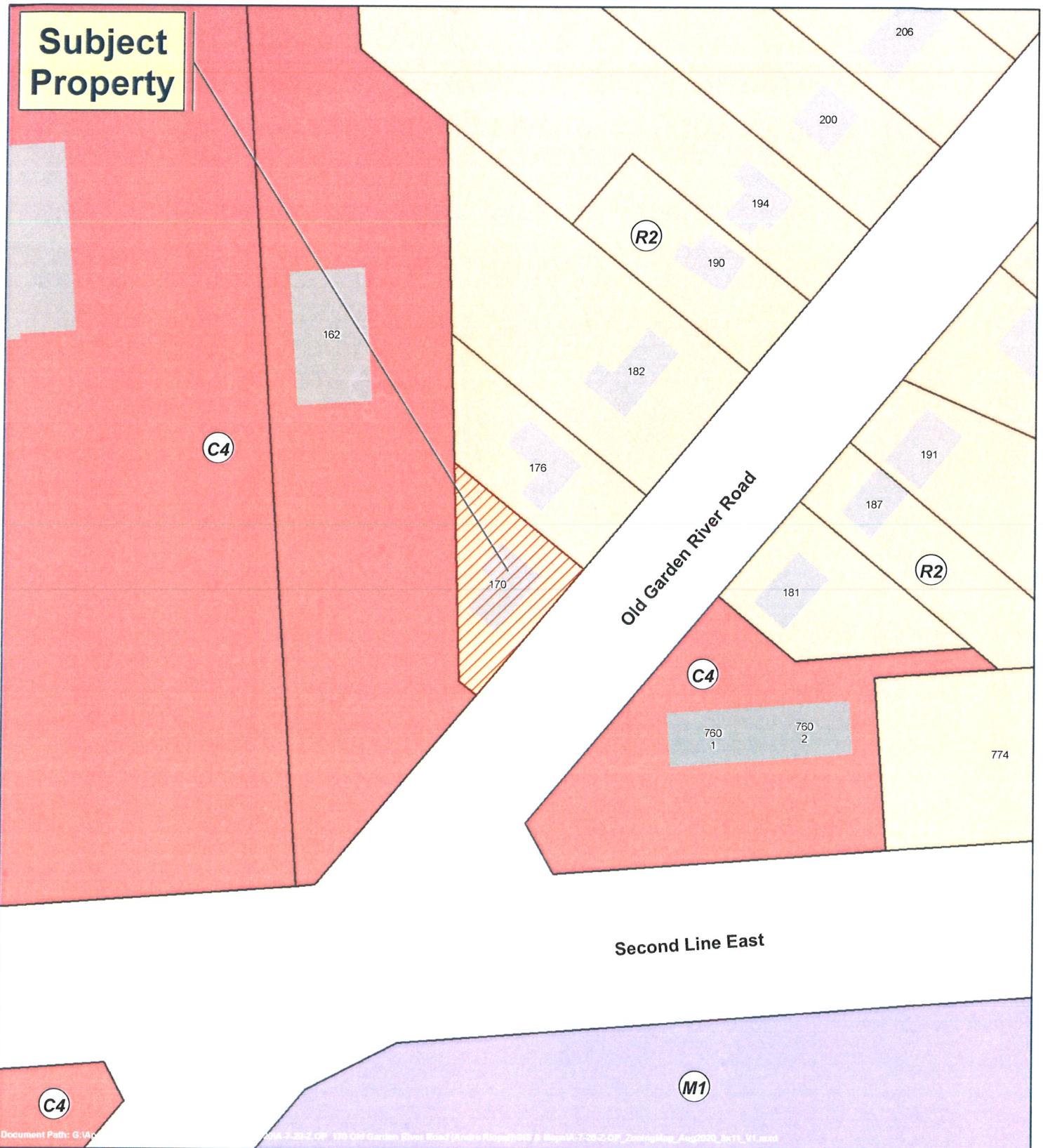


Document Path: G:\Applications\2017 - Projects\Rezoning\2020\A-8-20-Z-1765 Great Northern Road (Caswell)\GIS & Maps\A-7-20-Z-OP_AerialMap_Aug2020_Bx11_V1.mxd

Application Map Series <input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Legal Department Reference	 SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca <small>This map is for general reference only. Orthophoto: 2016 20cm Colour Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</small>
Property Information Civic Address: 170 Old Garden River Road Roll No.: 010032018000000 Map No.: 851-95 Application No.: A-7-20-Z-OP Date Created: August 12, 2020	Legend  Subject Property: 170 Old Garden River Rd  Parcel Fabric	



Application Map Series	Legal Department Reference	SAULT STE.MARIE Planning and Enterprise Services
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		 SAULT STE.MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca <small>This map is for general reference only Orthophoto: None Projection Details NAD 1983 UTM Zone 15N GCS North American 1983</small>
Property Information	Legend	 
Civic Address: 170 Old Garden River Road Roll No.: 010032018000000 Map No.: 85/1-95 Application No.: A-7-20-Z-OP Date Created: August 12, 2020	 Subject Property 170 Old Garden River Rd  Parcel Fabric	

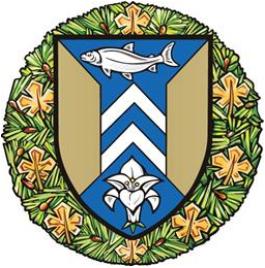


Application Map Series		Legend	Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca																										
<input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input checked="" type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Property Information Civic Address: 170 Old Garden River Road Roll No.: 010032018000000 Map No.: 85/1-95 Application No.: A-7-20-Z-OP Date Created: August 12, 2020	Legend <table border="0"> <tr> <td>C1 - Traditional Commercial Zone</td> <td>R3 - Low Density Residential Zone</td> </tr> <tr> <td>C2 - Central Commercial Zone</td> <td>R4 - Medium Density Residential Zone</td> </tr> <tr> <td>C3 - Riverfront Zone C3hp</td> <td>R5 - High Density Residential Zone</td> </tr> <tr> <td>C4 - General Commercial Zone C4hp</td> <td>R6 - Mobile Home Residential Zone</td> </tr> <tr> <td>C5 - Shopping Centre Zone</td> <td>I - Institutional Zone</td> </tr> <tr> <td>H2 - Highway Zone</td> <td>EM - Environmental Management Zone</td> </tr> <tr> <td>M1 - Light Industrial Zone</td> <td>PR - Parks and Recreation Zone</td> </tr> <tr> <td>M2 - Medium Industrial Zone M2hp</td> <td>RA - Rural Area Zone</td> </tr> <tr> <td>M3 - Heavy Industrial Zone</td> <td>REX - Rural Precambrian Uplands Zone</td> </tr> <tr> <td>R1 - Estate Residential Zone</td> <td>AIR - Airport Zone</td> </tr> <tr> <td>R2 - Single Detached Residential Zone R2hp</td> <td>Commercial Dock</td> </tr> <tr> <td></td> <td>Parcel Fabric</td> </tr> <tr> <td></td> <td>Subject Property</td> </tr> </table>	C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone	C2 - Central Commercial Zone	R4 - Medium Density Residential Zone	C3 - Riverfront Zone C3hp	R5 - High Density Residential Zone	C4 - General Commercial Zone C4hp	R6 - Mobile Home Residential Zone	C5 - Shopping Centre Zone	I - Institutional Zone	H2 - Highway Zone	EM - Environmental Management Zone	M1 - Light Industrial Zone	PR - Parks and Recreation Zone	M2 - Medium Industrial Zone M2hp	RA - Rural Area Zone	M3 - Heavy Industrial Zone	REX - Rural Precambrian Uplands Zone	R1 - Estate Residential Zone	AIR - Airport Zone	R2 - Single Detached Residential Zone R2hp	Commercial Dock		Parcel Fabric		Subject Property	 SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca
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	Parcel Fabric																												
	Subject Property																												

This map is for general reference only
 Orthophoto: None
 Projection Details:
 NAD 1983 UTM Zone 15N
 GCS North American 1983

0 5 10 20 Meters

N



The Corporation of the City of Sault Ste. Marie

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

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-8-20-Z 1765 Great Northern Road (Caswell)

PURPOSE

The Applicants, Donald and John Caswell, are seeking Council's approval to rezone a portion of the subject property, to facilitate the construction of a 18.3m x 30.5m (60'x100') cold storage building with a dirt floor, open on two sides. The building is intended to store concrete forms in association with Caswell Concrete products.

PROPOSED CHANGE

The applicants are seeking Council's approval to rezone a portion of the subject property from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a special exception, to permit the construction of an 18.3m x 30.5m (60'x100') cold storage building, with no storage of chemicals or petroleum products. Part of the subject property is also zoned Environmental Management (EM), however this portion of the subject property is not proposed to be altered.

Subject Property

- Location: Located on the west side of Great Northern Road, approximately 65m (213') north of its intersection with Fifth Line.
- Approximate size: Approximately 305m (1000.6') frontage along Great Northern Road, approximately 6.05 ha (15 acres), only the portion of subject property that will be occupied by the cold storage building is proposed to be rezoned, approximately 18.3m by 30.5m (60'x100').
- Present use: The subject property consists of a legal non-conforming concrete plant and pre-cast concrete manufacturing, offices, garages and a rural residence.
- Owner: Donald and John Caswell

BACKGROUND

Caswell Concrete has operated from this site since 1961. The use is legal non-conforming.

ANALYSIS

Conformity with the Official Plan (OP)

The subject property is designated ‘Rural Area’ within Land Use Schedule C of the OP. Rural land uses include among other things, extractive uses such as mining, quarrying and aggregate removal. Although aggregate extraction does not occur upon the subject property, the cement plant relies upon the supply of nearby aggregate. Furthermore, cement plants are permitted accessory uses to the aggregate operations that are permitted and located nearby.

Section 5.3 of the OP addresses non-conforming uses and notes that *‘if the use is reasonably compatible with other uses in its vicinity it may be permitted to expand or redevelop, subject to conditions or standards Council or the Committee of Adjustment deems appropriate to enhance the compatibility and the amenity with respect to abutting uses.’*

From a land use compatibility standpoint, there is significant separation between Caswell concrete and any nearby sensitive uses. The applicant’s proposal to construct a cold storage building is not considered a sensitive use and will not impact the long term operation of the municipal landfill, which abuts the subject property to the east.

The subject property is located within the Groundwater Recharge Area, as shown on Natural Constraints Schedule B of the Official Plan. The groundwater recharge area is characterized as the sand and gravel deposits located below the Precambrian Shield. These porous soils allow surface water to percolate downward and recharge the aquifer from which about half of the city’s drinking water is obtained. A chemical or fuel spill could impact the quality of this important aquifer. The existing groundwater recharge area policies aim to ensure that the storage and handling of fuels and other chemicals occurs in a manner that any spill can be captured on-site and removed before it is able to enter into the groundwater aquifer. Double walled storage tanks, impervious areas with catchment systems, and spill response action plans are all examples aimed at minimizing the threat of aquifer contamination.

In this particular case, the proposed 18.3m x 30.5m (60’x100’) cold storage building is intended to be utilized to store concrete forms, which are currently stored outside under tarps. Concrete forms do not pose a contamination threat. Furthermore, the applicants’ request specifically notes that chemicals and petroleum products will not be stored in the building. Therefore, the need for an impervious floor with a catchment system is not required.

Comments

This rezoning application is required because the construction of the cold storage building is technically an expansion to a legal non-conforming use. The cold

storage building is intended to store cement forms that are currently being stored outside.

The proposed 8.3m x 30.5m (60'x100') cold storage building is a pre-fabricated metal structure that is open on two sides with a dirt floor.

Referring to the site plan attached, the storage building exceeds all required setbacks and will not be visible from beyond the property. The Root River and a tributary run along the northern portion of the property, and are protected by the Environmental Management (EM) Zone. The proposed location for the cold storage building is well outside of the existing EM Zone boundary.

Given the legal-nonconforming nature of the use, it is recommended that only the portion of the property that is to be occupied by the building be rezoned. It is understood that future expansions to the concrete operation may require additional Planning Act approvals, which may trigger the need to address the Groundwater Recharge Area Policies of the OP.

Department and Agency Comments

The following departments and agencies commented on this application as part of the consultation process:

- No comments or objections: Legal, Public Works, Building Division, Community Development and Enterprise Services, Economic Development Corporation, PUC Services, Fire Services, Municipal Heritage Committee, Public Works and Engineering Services, Accessibility Advisory Committee.
- See attached comments from Sault Ste. Marie Conservation Authority

The Sault Ste. Marie Region Conservation Authority (SSMRCA) notes that the subject property is under their jurisdiction and as such, a permit from the SSMRCA will be required prior to erecting the cold storage building.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner, dated 2020 09 14 concerning Rezoning Application A-8-20-Z be received and that Council rezone the portion of the subject property, as shown on the maps attached, from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a special exception, to permit the construction of

A-8-20-Z 1765 Great Northern Road (Caswell)

2020 09 14

Page 4.

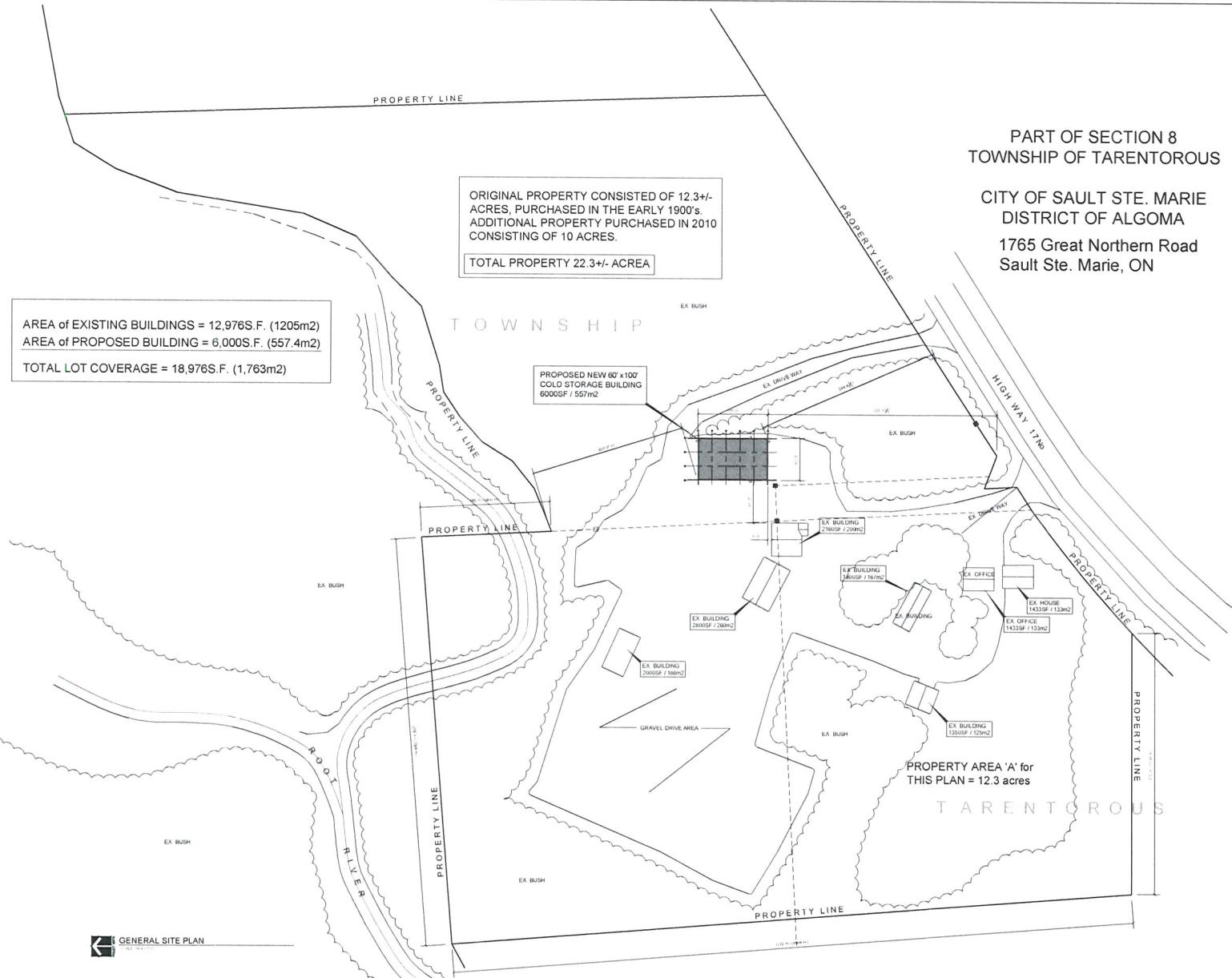
an 18.3m x 30.5m (60'x100') cold storage building, subject to the following condition:

- That the storage of chemicals or petroleum products within the cold storage building is prohibited.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "P Tonazzo".

Peter Tonazzo, RPP
Senior Planner
705-759-2780
p.tonazzo@cityssm.on.ca



REV.	DESCRIPTION	DATE
0	PENALTY IMPOSED BY PLG	2020-04-01
1	PENALTY IMPOSED BY PLG	2020-04-03
2	EX. BLDG SIZES / MINOR VARIANCE IMPOSED BY PLG	2020-05-27
3	PENALTY PROPERTY LINES IMPOSED BY PLG	2020-06-26



PROJ NO:		
COLD STORAGE BUILDING		
NAME:		
GENERAL SITE PLAN		
PLANS		
-		
SPRINT ID:	DATE ISSUED:	
PJG	2020-04-01	
UPLOADED BY:	DATE ISSUED:	
PJG	2020-05-27	
ISSUED FOR: PJLH1		
DATE ISSUED:		
2020-06-26		
PROJ NUMBER:	SPRINT NUMBER:	FILE NUMBER:
L-10000	001	001

Stephanie Perri

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Tuesday, August 18, 2020 11:31 AM
To: Stephanie Perri
Subject: SSMRCA Response - A-8-20-Z - 1765 Great Northern Road

Importance: High

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.

August 18, 2020

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-8-20-Z

Don Caswell and John Caswell (Caswell Concrete)
1765 Great Northern Road
Sault Ste. Marie

The subject property (1765 Great Northern Road) is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a permit by SSMRCA under Ont. Reg. 176/06.

SSMRCA requests a copy of the decision and to be included on the contact list for any appeals resulting from the decision of this application.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Subject Property

Area to be Rezoned



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-8-20-Z_1765 Great Northern Road (Casselman GIS & Maps)\A-8-20-Z_AerialMap_Aug2020_9x11_V1.mxd

Application Map Series

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

Legal Department Reference



Community Development and Enterprise Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

Property Information

Civic Address: 1765 Great Northern Road
Roll No.: 03008804301000/030088043000000
Map No.: 504/2-61/2-62
Application No.: A-8-20-Z
Date Created: Aug 12, 2020

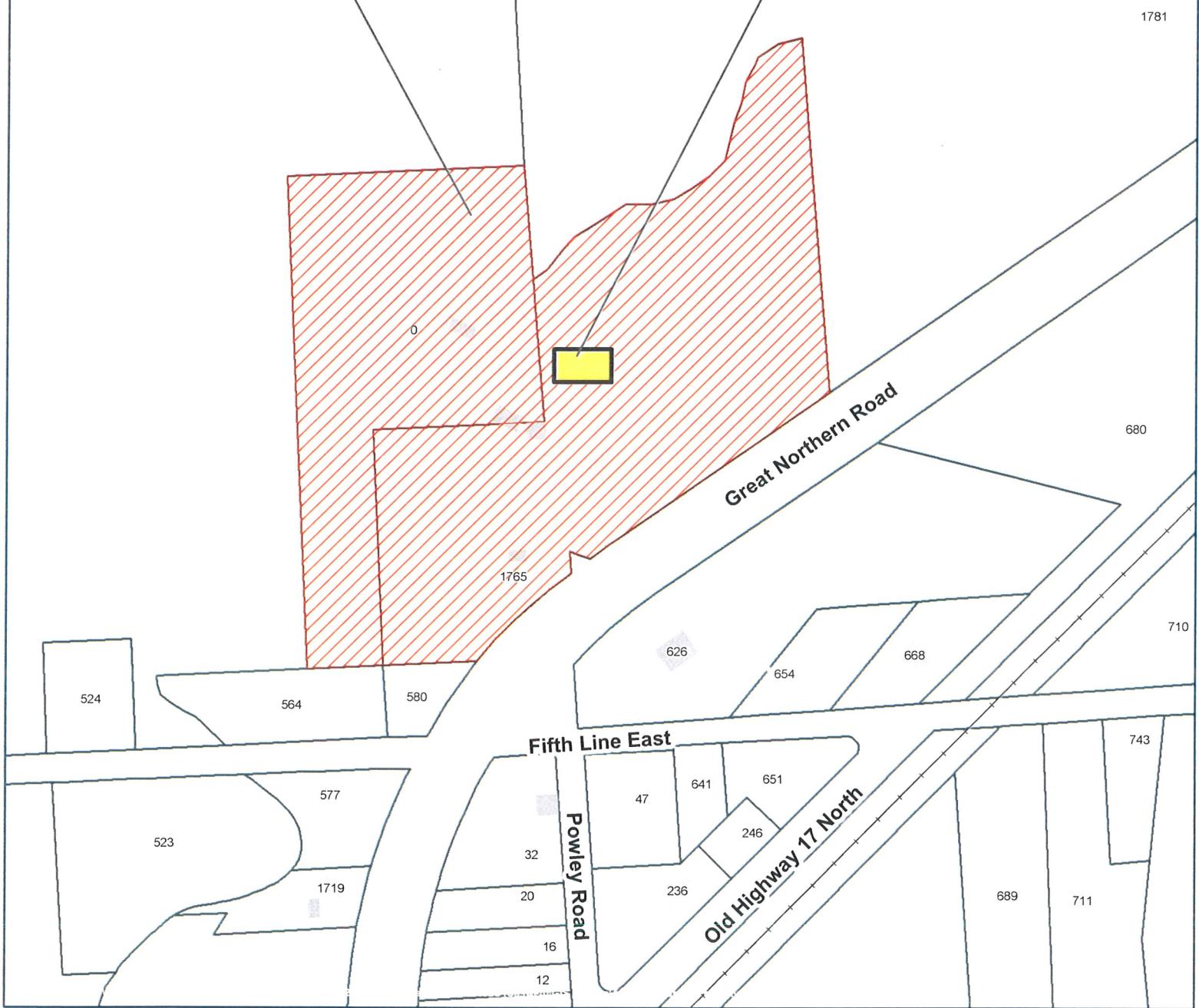
Legend

- Subject Properties
- Parcel Fabric



Subject Property

Area to be Rezoned



Application Map Series

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

Legal Department Reference



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

This map is for general reference only

Orthophoto: None

Projection Details

NAD 1983 UTM Zone 16N
GCS North American 1983

0 20 40 80 Meters
1.4.000

Property Information

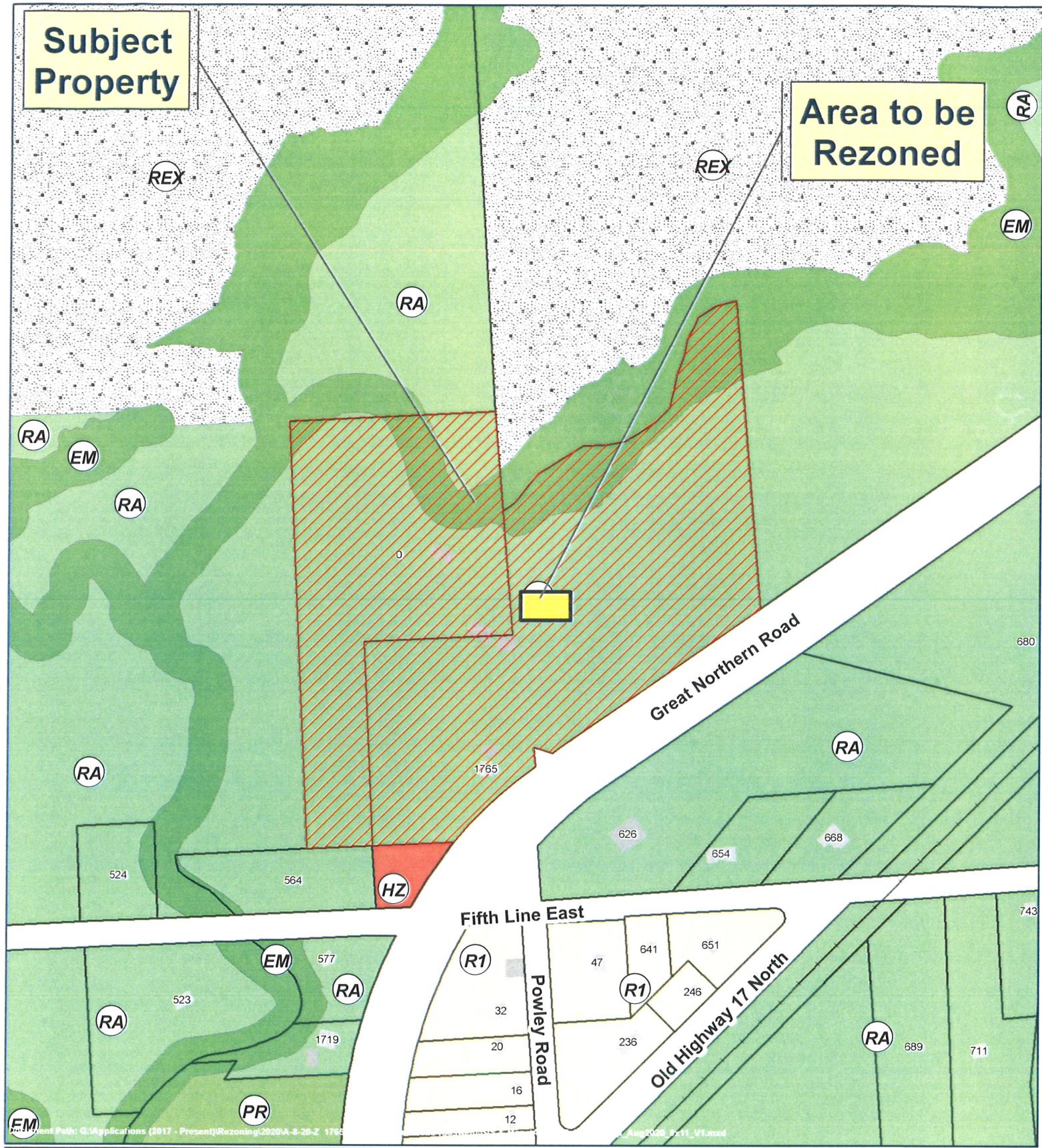
Civic Address: 1765 Great Northern Road
Roll No.: 03008804301000/030088043000000
Map No.: 504/2-61/2-62
Application No.: A-8-20-Z
Date Created: Aug 12, 2020

Legend

- Subject Properties
- Parcel Fabric

Subject Property

Area to be Rezoned



Application Map Series

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

Property Information

Civic Address: 1765 Great Northern Road
Roll No.: 030088043010000/030088043000000
Map No.: 504/2-61/2-62
Application No.: A-8-20-Z
Date Created: August 12, 2020

Legend

- The legend identifies 17 land use zones:

 - Commercial Zones:** C1 (Traditional Commercial Zone), C2 (Central Commercial Zone), C3 (Commercial Transitional Zone), C4 (General Commercial Zone), C5 (Shopping Centre Zone), C6 (Highway Zone).
 - Industrial Zones:** M1 (Light Industrial Zone), M2 (Medium Industrial Zone), M3 (Heavy Industrial Zone).
 - Residential Zones:** R1 (Estate Residential Zone), R2 (Single Detached Residential Zone), R3 (Low Density Residential Zone), R4 (Medium Density Residential Zone), R5 (High Density Residential Zone), R6 (Mobile Home Residential Zone), R7 (Institutional Zone), R8 (Environmental Management Zone), R9 (Parks and Recreation Zone), R10 (Rural Area Zone), R11 (Rural Precambrian Uplands Zone).
 - Extractive Zone:** REK (Rock Aggregate Extraction Zone).
 - Transportation Zones:** AIR (Airport Zone), NAM (Named Use - Commercial Dock), PARCEL (Parcel Fabric).





**SAULT
STE.MARIE**
Planning and Enterprise Services

Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
cultdept@sault.ca | 705-759-5260 | planning@sault.ca

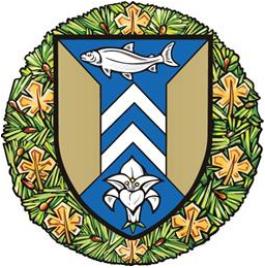
*This map is for general reference only.
Call 1-800-265-2346.*

[Orthophoto: None](#)

Projection Details:

A scale bar with tick marks every 20 units, labeled 0, 20, 40, and 80 Meters. To the right, it shows a ratio of 1:4,000.





The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Jonathan Kircal, Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-9-20-Z.OP 12 Fish Hatchery Road (Roubal)

PURPOSE

The applicants, Jan and Ngaire Roubal (Velorution Inc.) are seeking Council's approval to convert the former Old Apostolic Lutheran Church to permit the sale and service of bicycles, skis, and other non-motorized outdoor equipment, and to permit food services.

PROPOSED CHANGE

The applicants are seeking Council's approval to amend the Official Plan from Rural Area, to Rural Area with a notwithstanding clause to permit retail sales and food services. Furthermore, the applicants wish to rezone the subject property from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a special exception to permit the sale and service of bicycles, skis and other non-motorized outdoor equipment, and to permit food services. Additionally, the applicants wish to reduce the required front yard (Landslide Road) setback from 30m to 10m and to reduce the required exterior side yard (Fish Hatchery Road) setback from 15m to 8m, for the existing building only.

Subject Property

- Location – Situated north west on the corner of the intersection of Landslide Road and Fish Hatchery Road.
- Approximate size – 83m (272') frontage along Landslide Road and 112.5m (368') frontage along Fish Hatchery Road, totalling 0.93ha (2.3 acres).
- Present use – Vacant (former Old Apostolic Lutheran Church).
- Owners – Jan Roubal and Ngaire Roubal.

BACKGROUND

No previous applications have been made for this property.

ANALYSIS

This application proposes to facilitate the relocation of the Velorution Bike and Ski shop.

The subject property is located within a forested area south of the Hiawatha Highlands and approximately 6 kilometres beyond the municipal Urban Settlement Area. The area can be described as predominantly rural residential. To the north, west and south sides, across Fish Hatchery Road, are residential uses. Further west and south are the provincial fish hatchery station and the Landslide Trailer Park. To the east, across Landslide Road, is a largely undisturbed swath of forest with a limited number of dwellings and structures.

No major changes to the property are proposed.

Conformity with the Official Plan (OP)

The Official Plan (OP) is a Municipal policy document that manages and directs the physical change and development of the community. Council's decision must be consistent with the OP.

Schedule C (Land Use) of the Official Plan designates the property as Rural Area. The proposed notwithstanding clause is required to permit retail sales and food services on the property. The special exception to the Zoning By-law further limits retail activity to what is appropriate for the rural area and which does not conflict with Commercial land use policies and goals.

Given the site's proximity to the Hiawatha Highlands, a major multi-season outdoor attraction, this proposal will enhance the visitor and tourist experience by offering related consumer and food services. Tourism goals that are articulated in the Official Plan's Physical Development and Economic Development sections support this proposal.

There will be no storage or use of fuels, chemicals or hazardous materials on site that would pose a risk to the groundwater or aquifer recharge area.

The property is identified as having archaeological potential, however, due to past soil disturbance on the site, an archaeological assessment is not required.

Conformity with the Provincial Policy Statement (PPS)

The Provincial Policy Statement 2020 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council's decision must be consistent with the policies contained in the PPS.

This proposal is consistent with the Provincial Policy Statement.

Conformity with the Growth Plan for Northern Ontario (GPNO)

The Growth Plan for Northern Ontario 2011 (GPNO) establishes a framework for managing growth in Northern Ontario. Council's decision must either conform or not conflict with the plan. The proposed amendment has been reviewed against the GPNO.

The proposal does not conflict with the Growth Plan for Northern Ontario.

COMMENTS

The application proposes a reuse of a former church, now vacant building, on an existing and privately serviced (well and septic) lot of record. Rural land policies and regulations permit a number of uses that both support and benefit the rural nature of the community, including campgrounds, golf courses, horse riding establishments and other recreational facilities, and veterinary clinics. A retail establishment specializing in outdoor activities such as biking, skiing and related equipment is compatible with the surrounding rural area and appropriate use for the property.

A number of mountain biking, skiing and hiking trails exist north and west of the property in the Hiawatha Highlands and the provincial fish hatchery lands. Future plans will implement new trails and improve existing facilities, such as the Kinsmen Centre. Immediately east of the subject property, along Landslide Road, is The Great Trail (Trans Canada Trail), a multi-use trail network.

The property is large enough to accommodate parking requirements and the safe movement of motorists and bicyclists. The nearest dwelling from the subject building is approximately 40 metres. Dense and mature vegetation around the property function as an audible and visual barrier, however, in accordance with the zoning by-law, a closer inspection to ensure that sufficient vegetation exists along the property's north lot line is recommended as part of the site plan control stage.

This rural community can accommodate the proposed use without land use impacts. Front and side yard reductions are generally consistent with the area and are appropriate given that no new buildings are being proposed.

Site plan approval provides an opportunity for staff to further consider the placement of buildings and structures, access and movement on the site, landscaping and buffering features. Provisions for waste management, storage and signage can also be secured. Deeming the subject property as an area of site plan control is appropriate.

CONSULTATION

Public Comments

Public notice was mailed out to property owners within 120 metres of the subject property. A neighbourhood meeting was not scheduled due to COVID-19 safety protocols. At the time of writing this report, Planning staff received no comments from the public.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. The following Departments/Agencies commented on this application:

- No comment/objection: the Accessibility Advisory Committee, Building Division, Committee of Adjustment, Community Development & Enterprise Services, Fire Services, Legal Department, the Municipal Heritage Committee, PUC Services, Sault Ste. Marie Economic Development Corporation, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs & Housing, Bell Canada.
- Engineering Services notes that the applicant should ensure that the private sewage system can support the proposed changes to the property.

This can be addressed by the Building Division as part of the required change of use permit.

- Public Works supports this application, assuming all drainage works remain as indicated on the site plan.

Drainage works associated with future development can be addressed as part of the site plan control stage.

- The Sault Ste. Marie Region Conservation Authority notes that the subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg. 176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. Any development on the property will require a permit by the Conservation Authority.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

Summary

The applicants, Jan and Ngaire Roubal (Velorution Inc.) are seeking Council's approval to convert the former Old Apostolic Lutheran Church to permit the sale and service of bicycles, skis, and other non-motorized outdoor equipment, and to permit food services.

A retail establishment specializing in outdoor activities such as biking, skiing and related equipment is compatible with the surrounding rural area and an appropriate adaptive re-use of the property. The limited retail use is intended to complement the area's outdoor amenities.

No neighbourhood impacts are anticipated.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 2020 09 14 concerning Official Plan and Zoning amendment Application A-9-20-Z.OP be received and Council approve the application as follows:

Approve Official Plan Amendment 228 by way of a notwithstanding clause to the Rural Area land use policies to permit retail sales and food service on the subject property.

Rezone the subject property Rural Area Zone (RA) to Rural Area Zone (RA.S) with a "Special Exception", with the following provisions:

1. Permit the sale and service of bicycles, skis and other non motorized outdoor equipment and food services.
2. Reduce the front yard (Landslide Road) setback from 30 metres to 10 metres for the existing building only.
3. Reduce the exterior side yard (Fish Hatchery Road) setback from 15 metres to 8 metres for the existing building only.
4. Permit parking to be located no closer than 15 metres to the required interior side yard and no closer than 10 metres to the required front yard.

Deem the subject property as an area of Site Plan Control.

Respectfully submitted,

Jonathan Kircal

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



Site Information

Address: 12 Fish Hatchery Road
 Legal Description: H742 LOT 18 RCP 1R1322 PART 6
 Lot Size: Approximately 2.55 Acres
 Frontage: Approximately 111.16 Meters
 Current Zoning: RA - Rural Area Zone
 Proposed Use: Retail Trade

Parking Requirements

Retail Trade = 4.5 Spaces per 100 m² of floor area
 Existing building is approximately 511 m²
 Total Required Parking = 23 Spaces

Barrier Free Parking Requirements
 11-35 required parking spaces = 2 barrier free

Existing gravel parking surface to remain

Existing landscaping / grass to remain

Existing pedestrian access points



**AMENDMENT NO. 228
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Rural Area Policies of the Plan.

LOCATION

H742 LOT 18 RCP RP 1R1322 PART 6; located at the northwest corner of the intersection of Landslide Road and Fish Hatchery Road, civic no. 12 Fish Hatchery Road.

BASIS

This Amendment is necessary in view of a request to permit the sale and service of bicycles, skis, and other non-motorized outdoor equipment, and to permit food services.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

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

“Special Exceptions”

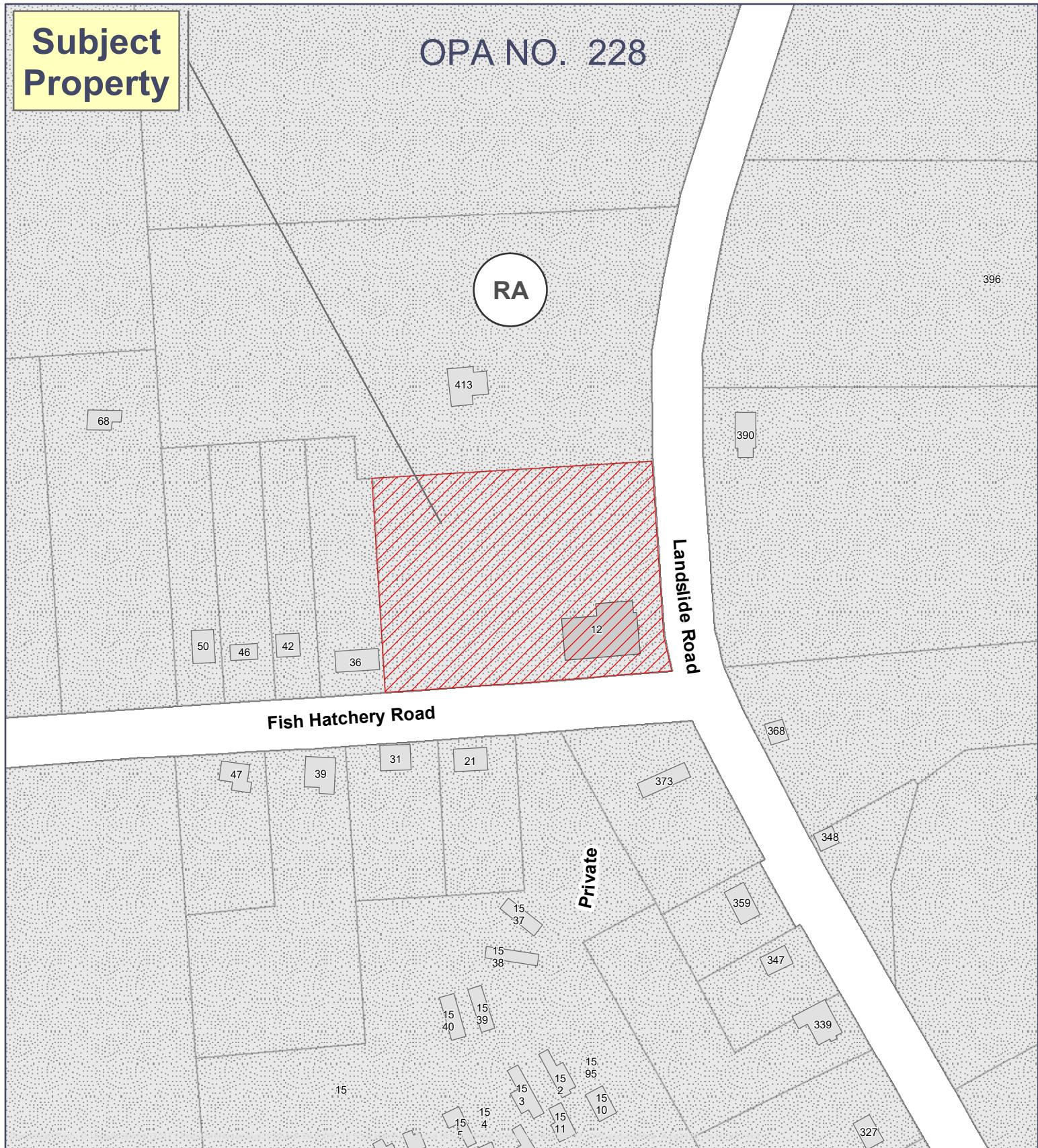
151. Notwithstanding Rural Area policies of the Official Plan, the property described as H742 LOT 18 RCP RP 1R1322 PART 6 located at the northwest corner of the intersection of Landslide Road and Fish Hatchery Road, civic no. 12 Fish Hatchery Road, is permitted to sell and service bicycles, skis, and other non-motorized outdoor equipment, and permitted to provide food services.

INTERPRETATION

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

Subject Property

OPA NO. 228



Application Map Series

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

Property Information

Civic Address: 12 Fish Hatchery Road

Roll No.: 030092138000000

Map No.: 159/2-51

Application No.: A-9-20-Z-OP

Date Created: August 17, 2020

Legend

-  Subject Property: 12 Fish Hatchery Rd
 -  Residential
 -  Commercial
 -  Institutional
 -  Parks Recreation
 -  Industrial
 -  Rural Area
 -  Airport Lands
 -  Parcels Public





**SAULT
STE.MARIE**
Planning and Enterprise Services

Community Development and Social Protection

Services Department
99 Foster Drive, Saugus

**99 Foster Drive,
saultstemarie.ca**

saultstemarie.ca | 705-759-5380
This map is for general reference only.

This map is for general reference.
Orthophoto: None

Orthophoto: None
Projection Details:

Projection Details:
NAD 1983 UTM Zone 16N

0 5 10 20 Meters
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Maggie McAuley, P. Eng.
Municipal Services Engineer

2020 08 28
Our File: DC

MEMO TO: Don McConnell, RPP
Director, Planning and Enterprise Services

RE: **A-9-20-Z.OP**
12 Fish Hatchery Road
Jan Roubal and Ngaire Roubal (Velorution Inc.)

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

- The property is served through a private sewage system. The Owner should confirm that it can support the proposed changes to the property.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read "MMAG".

Maggie McAuley, P. Eng.
Municipal Services Engineer
705-759-5385
m.mcauley@cityssm.on.ca

MM/

F:\ENGINEERING DATA\REZONING\2020\A-9-20-Z - 12 Fish Hatchery Road - 2020 08 28.docx

Larry Girardi
Deputy CAO

Susan Hamilton Beach, P. Eng.
Director of Public Works



**Public Works &
Engineering Services**

August 26, 2020

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

Subject: Application No. A-9-20-Z.OP
Request for an amendment to the Zoning By-law

Applicant: Jan and Ngaire Roubal

Subject Property: 12 Fish Hatchery Road

Please accept this correspondence in response to your request dated August 17, 2020.

Public Works supports this re-zoning application, assuming all drainage works shall remain as existing as indicated on the site plan.

If you have any further questions, please contact me at 759-5207.

A handwritten signature in black ink, appearing to read "Susan Beach".

Susan Hamilton Beach, P. Eng.
Director of Public Works
705-759-5207
s.hamiltonbeach@cityssm.on.ca

C: M. McAuley, P. Eng.
Freddie Pozzebon, CBO

Stephanie Perri

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Tuesday, August 18, 2020 11:35 AM
To: Stephanie Perri
Subject: SSMRCA Response - A-9-20-Z.OP - 12 Fish Hatchery Road

Importance: High

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.

August 18, 2020

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-9-20-Z.OP

**Jan Roubal, Ngaire Roubal (Velorution Inc.)
12 Fish Hatchery Road
Sault Ste. Marie**

The subject property (12 Fish Hatchery Road) is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a permit by SSMRCA under Ont. Reg. 176/06.

SSMRCA requests a copy of the decision and to be included on the contact list for any appeals resulting from the decision of this application.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Subject Property

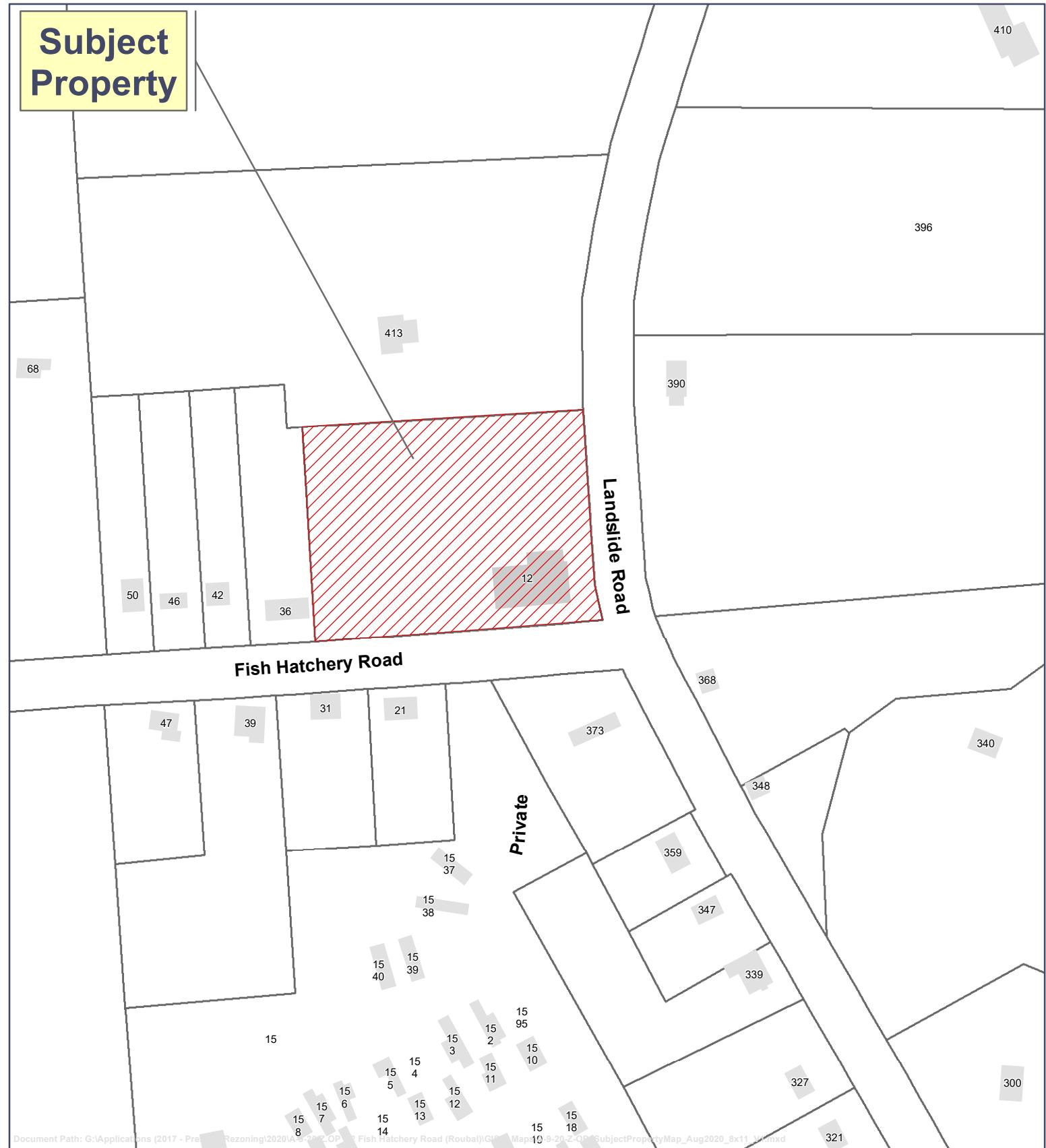


Document Path: G:\Applications (2017 - Present)\Rezoning\2020\VA-9-20-Z.OP_12 Fish Hatchery Road (Rt 654)(GIS & Maps\VA-9-20-Z.OP_AerialMap_Aug2020_8x11_V1.mxd)

Application Map Series	Legal Department Reference
Subject Property <input type="checkbox"/> Official Plan Landuse Existing Zoning <input checked="" type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	
Property Information	<p>Legend</p>  Subject Property: 12 Fish Hatchery Rd  Parcel Fabric
Civic Address: 12 Fish Hatchery Road	Page 173 of 387
Roll No.: 030092138000000	
Map No.: 159/2-51	
Application No.: A-9-20-Z-OP	
Date Created: August 17, 2020	

Subject Property

410



Document Path: G:\Applications (2017 - Present)\Rezoning\2020A\8-2020.ZOP\8 Fish Hatchery Road (Rouba)\\G:\Map\10-19-20.ZOP\SubjectPropertyMap_Aug2020_8x11.tif

Application Map Series

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

Legal Department Reference



**SAULT
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise Services Department

Services Department

99 Foster Drive, Sault Ste Marie
saultstemarie.ca | 705-759-53

This map is for general reference only.

This map is for general reference.
Orthophoto: NPS

Projection Details:

NAD 1983 UTM Zone 16N

Property Information

Legend



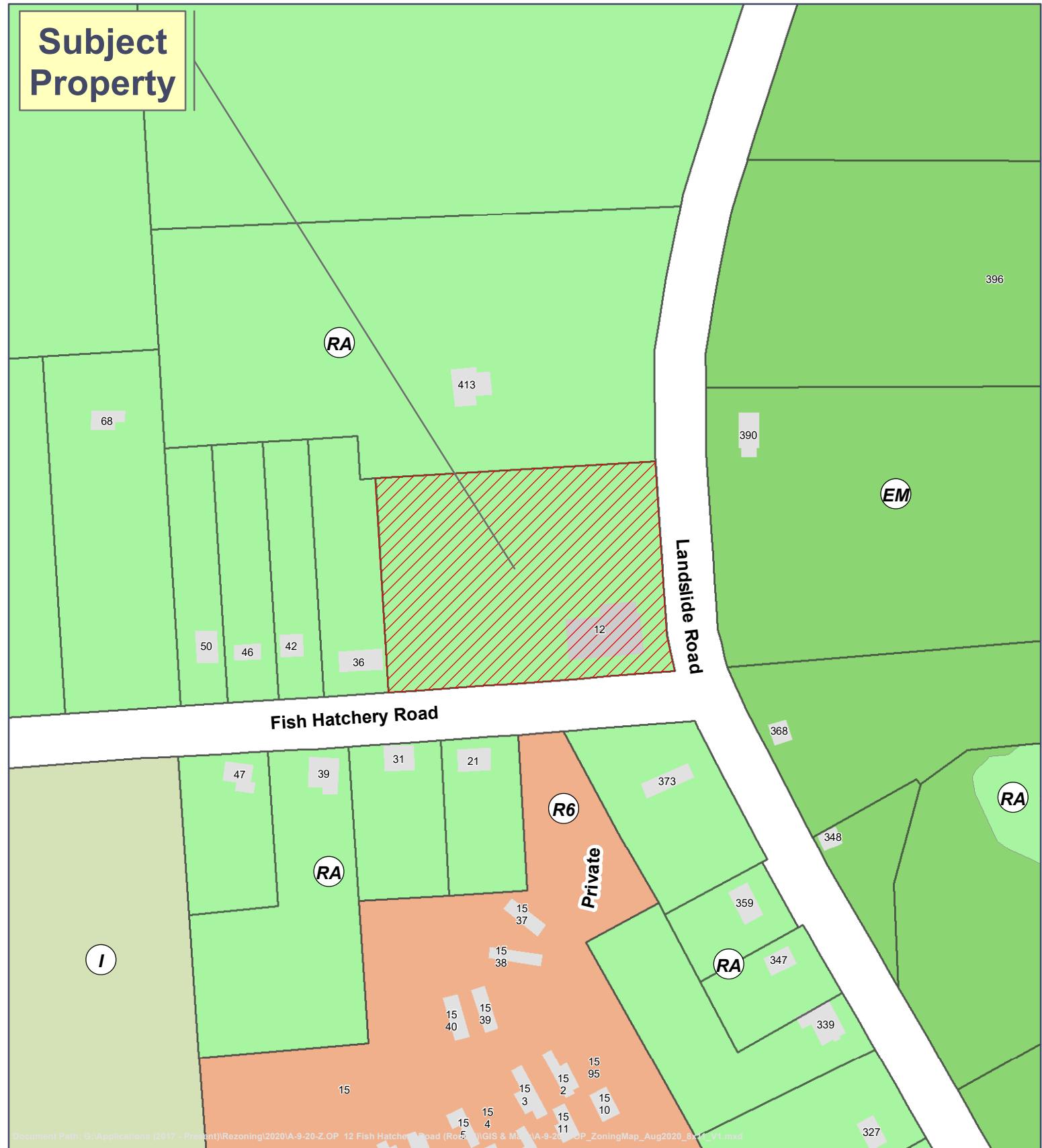
 Subject Property: 12 Fish Hatchery Rd

Parcel Fabric

Page 174 of 387



Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-9-20-Z_OP_12_Fish_Hatchery_Road (Ro5) \GIS & Maps\A-9-20-Z_OP_ZoningMap_Aug2020_8x11_V1.mxd

Application Map Series

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

Property Information

Civic Address: 12 Fish Hatchery Road

Roll No.: 030092138000000

Map No.: 159/2-51

Application No.: A-9-20-Z-OP

Date Created: August 17, 2020

Legend

- | | |
|---|---------------------------------------|
| C1 - Traditional Commercial Zone | R3 - Low Density Residential Zone |
| C2 - Central Commercial Zone | R4 - Medium Density Residential Zone |
| C1 - Traditional Commercial Zone | R5 - High Density Residential Zone |
| C3 - Riverfront Zone; C3hp | R6 - Mobile Home Residential Zone |
| C4 - General Commercial Zone; C4hp | I - Institutional Zone |
| C5 - Shopping Centre Zone | EM - Environmental Management Zone |
| H2 - Highway Zone | PR - Parks and Recreation Zone |
| M1 - Light Industrial Zone | RA - Rural Area Zone |
| M2 - Medium Industrial Zone; M2hp | REX - Rural Precambrian Uplands Zone |
| M3 - Heavy Industrial Zone | REX - Rural Aggregate Extraction Zone |
| R1 - Estate Residential Zone | AIR - Airport Zone |
| R2 - Single Detached Residential Zone; R2hp | NU - Named Use - Commercial Dock |



Planning and Enterprise Services

Community Development and Enterprise

Services Department
99 Foster Drive, Sault Ste.

**99 Foster Drive,
saultstemarie.ca**

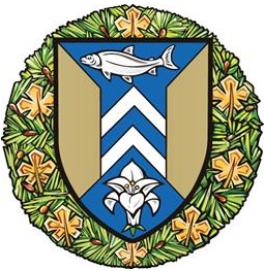
This map is for general reference only.

This map is for general reference.
Orthophoto: None

Orthophoto: None
Projection Details:

Page 175 of 387

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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 14, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Patrick Lo, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-6-20-Z 21 Garden Avenue (Daniel and Alissa Perri)

PURPOSE

The applicants, Daniel and Alissa Perri, are applying to rezone the subject property to permit a one-storey semi-detached dwelling with attached garages.

PROPOSED CHANGE

The applicants are seeking to rezone the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a Special Exception to:

1. Reduce the required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces, and
2. Reduce the required lot frontage from 18m to 17.5m.

Subject Property

- Location: On the south side of Garden Avenue, approximately 80m east of the intersection of Garden Avenue and Gravelle Street.
- Approximate size: Irregularly shaped lot with 17.56m (57.6') of frontage along Garden Avenue and 42.95m (140.9') of depth, totalling 713.02m² (7,674.9 sq. ft.) in area.
- Present use: Vacant land.
- Owners: Daniel Perri and Alissa Perri.

BACKGROUND

There have been no previous planning applications on the subject property. The property was formerly occupied by a single detached dwelling which was demolished in 2010.

ANALYSIS

Site Context

The subject property is situated in the middle of Garden Avenue, a short street located between Algoma University and the Sault Ste. Marie Golf Club. Garden Avenue ends in a cul-de-sac and its only access is from Queen Street East via

Gravelle Street. Regular public transit service and on-street cycling lanes are located along Queen Street East. In terms of nearby amenities, a pedestrian walkway connects Garden Avenue across Clark Creek to Drake Park, a neighbourhood park with a playground. Bellevue Park is also not far away and can be walked or bicycled to. Housing in the surrounding neighbourhood is dominated by single detached dwellings.

Rationale for Zoning Change

Planning staff support changing the subject property's zoning to permit a semi-detached dwelling, because this infill development efficiently reuses a vacant lot that is well served by municipal services and amenities. It is an example of adding 'gentle density' to an established neighbourhood, and will provide more housing choice in this area of the city both in terms of housing form and tenure options, which for example may be attractive to residents looking to downsize but stay in the same neighbourhood. This also aligns with the City's and the Province's policies on land use, housing and urban development.

Planning staff also support granting the requested variances regarding parking and lot frontage through a Special Exception to the Zoning By-law. The proposed single-storey semi-detached dwelling will contain approximately 1,160 sq. ft. of living space in each unit based on the applicants' submitted materials. Therefore, one parking space for each unit should be sufficient. Regarding the lot frontage requirement, the proposal is for a reduction of 0.5m (1.6'), which staff very much consider to be minor.

Conformity with the Official Plan

The subject property is presently designated Residential in the Official Plan. This application conforms with the Official Plan, and in particular aligns with the following:

- *Housing HO.1: Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.*
- *Energy E.2: Infill development to maximize the use of existing services shall be encouraged.*
- *Residential Land Use R.1: A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.*
- *Residential Land Use R.4: Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.*
- *Residential Land Use R.5: Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.*

With regards to natural resources and environmental constraints, the subject property is located approximately 113m from Clark Creek, which is identified as fish habitat. However, existing single detached dwellings on the north side of

Garden Avenue act as significant intervening development between Clark Creek and the subject property. Hence, staff do not anticipate any negative impacts on fish habitat to result from the proposed development.

With regards to archaeological resources, the rear 15m of the subject property has been identified to have archaeological potential. However, based on past aerial photographs, the subject property has been subjected to previous intensive and extensive soil disturbance, since it was previously used for residential development. Therefore, an archaeological assessment is not required as per current Official Plan policies.

Conformity with the Provincial Policy Statement

This application conforms with the Provincial Policy Statement, and in particular aligns with the following:

- 1.1.1 *Healthy, liveable and safe communities are sustained by:*
 - *a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term.*
 - *b) accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons)...*
 - *c) avoiding development and land use patterns which may cause environmental or public health and safety concerns.*
- 1.1.3.4 *Appropriate development standards should be promoted which facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety.*
- 1.4.3 *Planning authorities shall provide for an appropriate range and mix of housing options and densities [...] by:*
 - *b) permitting and facilitating:*
 - *1. all housing options required to meet the social, health, economic and well-being requirements of current and future residents...*
 - *2. all types of residential intensification...*
 - *d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed.*

Conformity with the Growth Plan for Northern Ontario

This application conforms with the Growth Plan for Northern Ontario, and in particular aligns with the following:

- 4.2.1 *All municipalities should [have strategies...] designed to achieve the following:*
 - *c) optimized use of existing infrastructure.*

- 4.3.3 *Economic and service hubs shall [have...] strategies for:*
 - *a) developing a diverse mix of land uses, an appropriate range of housing types, and high quality public spaces; and providing easy access to stores, services and recreational opportunities.*

Department and Agency Comments

The following departments and agencies were circulated on this application as part of the consultation process:

- No comments or objections: Building, Legal, Public Works, Community Development & Enterprise Services, Economic Development Corporation, Fire Services, PUC Services, Municipal Heritage Committee, Accessibility Advisory Committee, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs & Housing, Bell Canada.
- See attached comments from: Engineering.

Engineering commented that there is one sanitary lateral servicing the subject property, and if in the future the property owner wishes to sever the property into two, a second sanitary lateral and potential easements may be required.

Engineering's comment is typical for an infill semi-detached development on a single lot. Planning staff have forwarded Engineering's comment to the applicant/owner, who currently plans to keep the property as a single property for rental purposes.

Public Input

Official public notice for this application was given through an advertisement in the Sault Star on Saturday, August 22, as well as through ordinary mail sent out on Monday, August 24 to all property owners within 120 metres of the subject property. Due to the COVID-19 pandemic, no neighbourhood meeting was held regarding this application.

As of the writing of this report (Thursday, September 3), staff have received two letters of opposition from neighbouring homeowners on Garden Avenue and Gravelle Street.

The following is a summary of the matters that have been raised in the input received by staff to date:

- Traffic impact: Neighbouring homeowners believe that traffic on Gravelle and Garden, despite being a dead-end road, is already heavy and should not be made worse.
 - Given that the proposal is for only one dwelling unit more than what is currently permitted on the subject property (i.e. semi-detached dwelling vs. single detached dwelling), staff believe that any traffic increase would be negligible.

- Property value impact: Neighbouring homeowners believe that the proposed semi-detached dwelling would decrease the value of neighbouring properties.
 - This concern may be related to potential property standards and maintenance issues, but such issues are beyond the scope of this application.
- Setting a precedent for change: Neighbouring homeowners believe approval of this application would lead to further change to the character of this presently single-family neighbourhood, such as more density and less green space and frontage on lots.
 - Every rezoning application is assessed by staff on a case-by-case basis, to review case-specific circumstances and constraints.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any strategic directions contained within the Corporate Strategic Plan.

Summary

Daniel and Alissa Perri are applying to rezone the subject property to permit a one-storey semi-detached dwelling with attached garages.

Planning staff support this application as described. This infill development efficiently reuses a vacant lot that is well served by municipal services and amenities, and conforms with City and Provincial policies on land use, housing and urban development. The requested variances related to parking and lot frontage are minor, and no concerns have been raised by circulated departments and agencies. While neighbouring homeowners have expressed concern and opposition to this application, staff is of the opinion that the matters raised will only result in minor impacts.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated 2020 09 14 concerning planning application A-6-20-Z 21 Garden Avenue be received, and that Council approve the application by rezoning the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3.S) with a Special Exception to:

1. Reduce the required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces, and
2. Reduce the required lot frontage from 18m to 17.5m.

A-6-20-Z 21 Garden Avenue (Perri)

2020 09 14

Page 6.

Respectfully submitted,

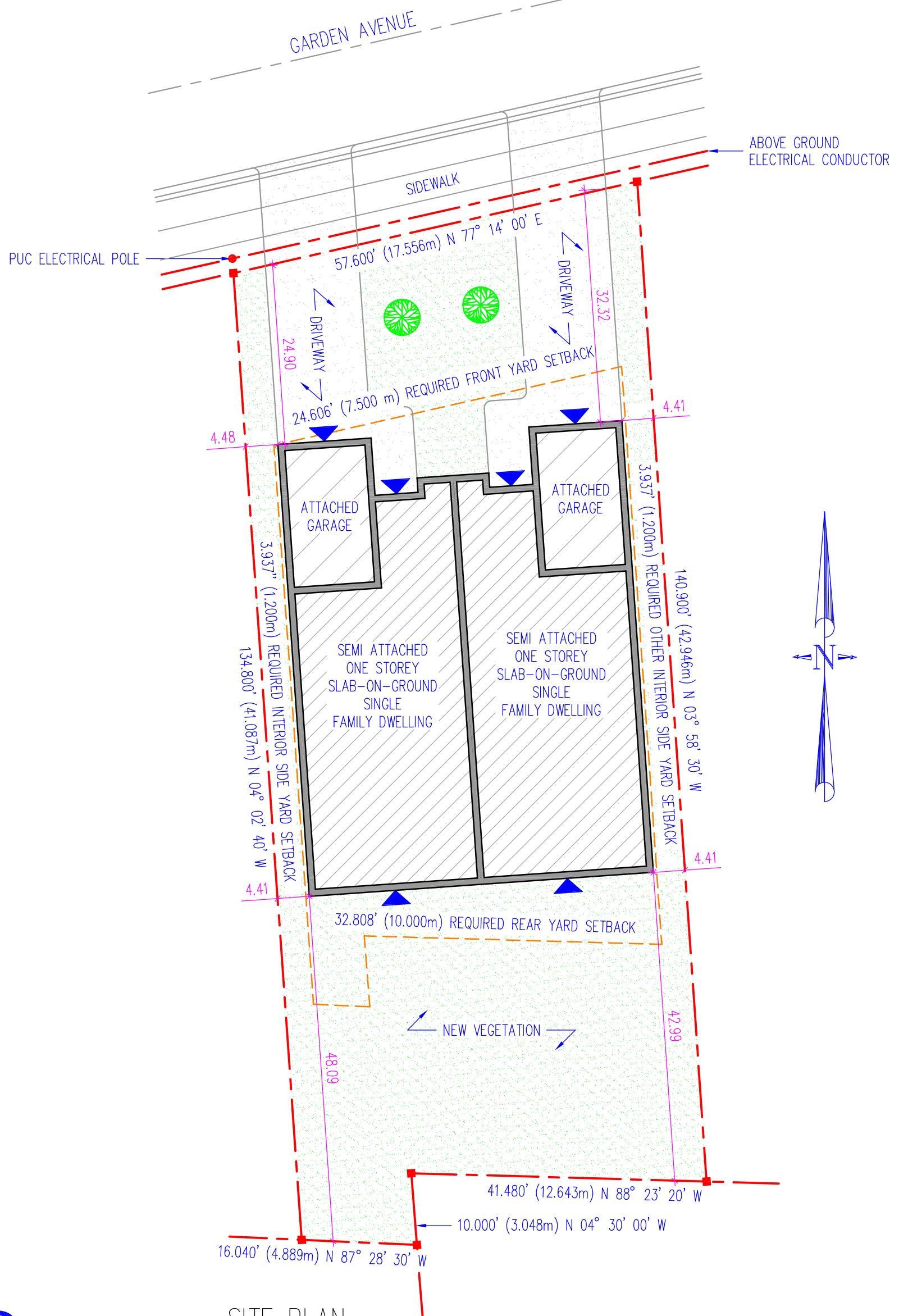
A handwritten signature in blue ink that reads "Patrick Lo".

Patrick Lo

Junior Planner

705.759.5373

p.lo@cityssm.on.ca



SITE PLAN

SCALE: 1:15

EST. 2005

HEAD OFFICE:
239 DONCASTER RD
SAULT STE. MARIE, ONTARIO, CANADA, P6C 2T8

NOTE:
COPYRIGHT OF THESE DRAWINGS IS RESERVED IN
CUTTING EDGE DESIGNS
CONTRACTOR TO VERIFY ALL INFORMATION AND DRAWINGS
PRIOR TO STARTING CONSTRUCTION
ANY DISCREPANCIES IN
THESE DRAWINGS MUST BE
REPORTED TO THE DESIGNER
PRIOR TO WORK PROCEEDING
DO NOT ATTEMPT TO SCALE
THESE DRAWINGS

THIS DRAWING SHALL ONLY BE USED FOR THE PURPOSE LISTED BELOW		
PRELIMINARY	DATE:	REVISIONS:
<input checked="" type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

SCALE: 1:15

DATE: MARCH 29th, 2020

DRAWN BY: F. BENTROVATO, MAAT, CRO, BOM

CAD FILENAME: Cutting Edge Designs\2020\Perri

PROJECT: PERRI SEMI

PLAN TITLE: SITE PLAN

DRAWING #: S-1

CIVIC #: 21, LOT #: 6 GARDEN AVENUE

PROPERTY INFORMATION:

LEGAL DESCRIPTION: "PLAN 52994 LOT 6"
SAULT STE. MARIE, ON, DISTRICT OF ALGOMA
ZONED: R2

APPLICABLE AUTHORITIES:

ALGOMA PUBLIC HEALTH:	NOT APPLICABLE
CONSERVATION GENERAL AUTHORITY APPROVAL:	NOT APPLICABLE
CONSERVATION AUTHORITY FILL APPROVAL:	NOT APPLICABLE
CONSERVATION AUTHORITY WETLANDS AREA APPROVAL:	NOT APPLICABLE
CITY OF SAULT STE. MARIE REZONING APPROVAL:	APPLICABLE (REZONING FROM R2 TO R3)
CITY OF SAULT STE. MARIE DEVELOPMENT CONTROL AGREEMENT:	NOT APPLICABLE
CITY OF SAULT STE. MARIE MINOR VARIANCE APPROVAL:	NOT APPLICABLE
BROWNFIELD SITE:	NOT APPLICABLE

BUILDING AREA & LOT COVERAGE

7,674.8911 sq. ft. (713.0207 m) ENTIRE LOT AREA

2,324.1667 sq. ft. (215.9222 m) NEW SLAB-ON-GROUND ONE STOREY SEMI-DETACHED SINGLE FAMILY DWELLING LIVING AREA FOOTPRINT
543.8334 sq. ft. (50.3238 m) NEW ATTACHED COLD STORAGE SINGLE CAR GARAGE PER UNIT AREA FOOTPRINT

2,868.0001 sq. ft. (266.4459 m) AREA OF ALL NEW AND EXISTING STRUCTURES ON SITE

2,868.0001 sq. ft. (266.4459 m) x 100 / 7,674.8911 sq. ft. (713.0207 m) = 37.4%

37.4% TOTAL LOT COVERAGE OF ALL NEW AND EXISTING STRUCTURES ON SITE

DENOTES PROPERTY LINES:



DENOTES REQUIRED SETBACKS:



DENOTES PROPERTY STAKES:



DENOTES ENTRY POINTS:



DENOTES SWALE:



TRESS:



NOTES:

THIS ARCHITECTURAL SITE PLAN IS COMPLETED FOR PRELIMINARY REVIEW AND APPROVAL ONLY.

IF REQUIRED, SITE SERVICING AND STORM WATER MANAGEMENT DESIGN MUST BE COMPLETED BY A PROFESSIONAL ENGINEER.

CUTTING EDGE DESIGNS ***** QUALITY DESIGNS AND DRAFTING *****

EST. 2005 HEAD OFFICE: 239 DONCASTER RD, SAULT STE. MARIE, ONTARIO, CANADA, P6C 2T8

NOTE: THIS DRAWING SHALL ONLY BE USED FOR THE PURPOSE LISTED BELOW

PRELIMINARY REVIEW PERMIT CONSTRUCTION

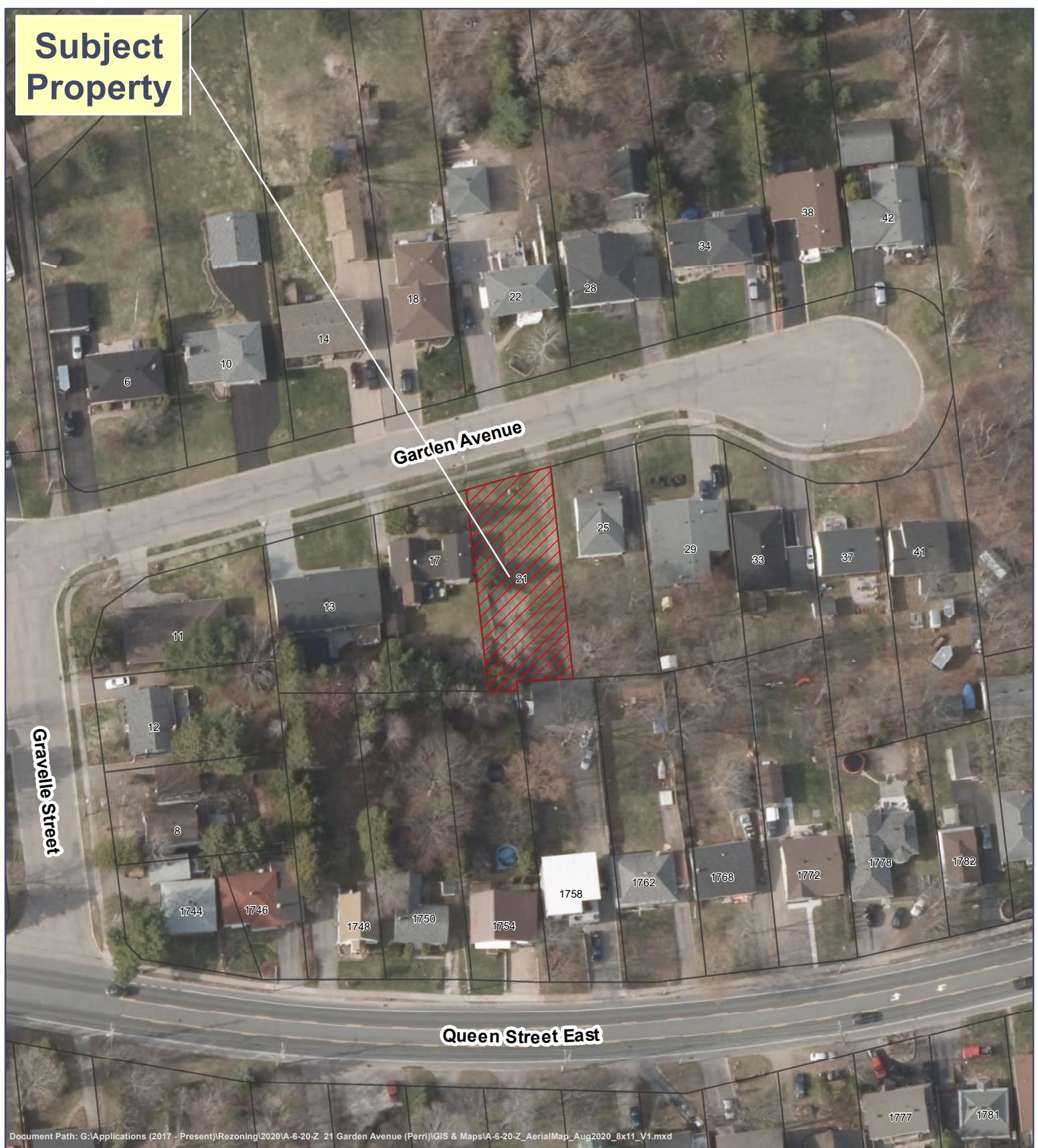
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SCALE: 1:15
DATE: MARCH 29th, 2020
DRAWN BY: F. BENTROVATO, MAAT, CRO, BOM
CAD FILENAME: Cutting Edge Designs\2020\Perri

PROJECT: PERRI SEMI
PLAN TITLE: SITE PLAN

DRAWING #: S-1a

Subject Property

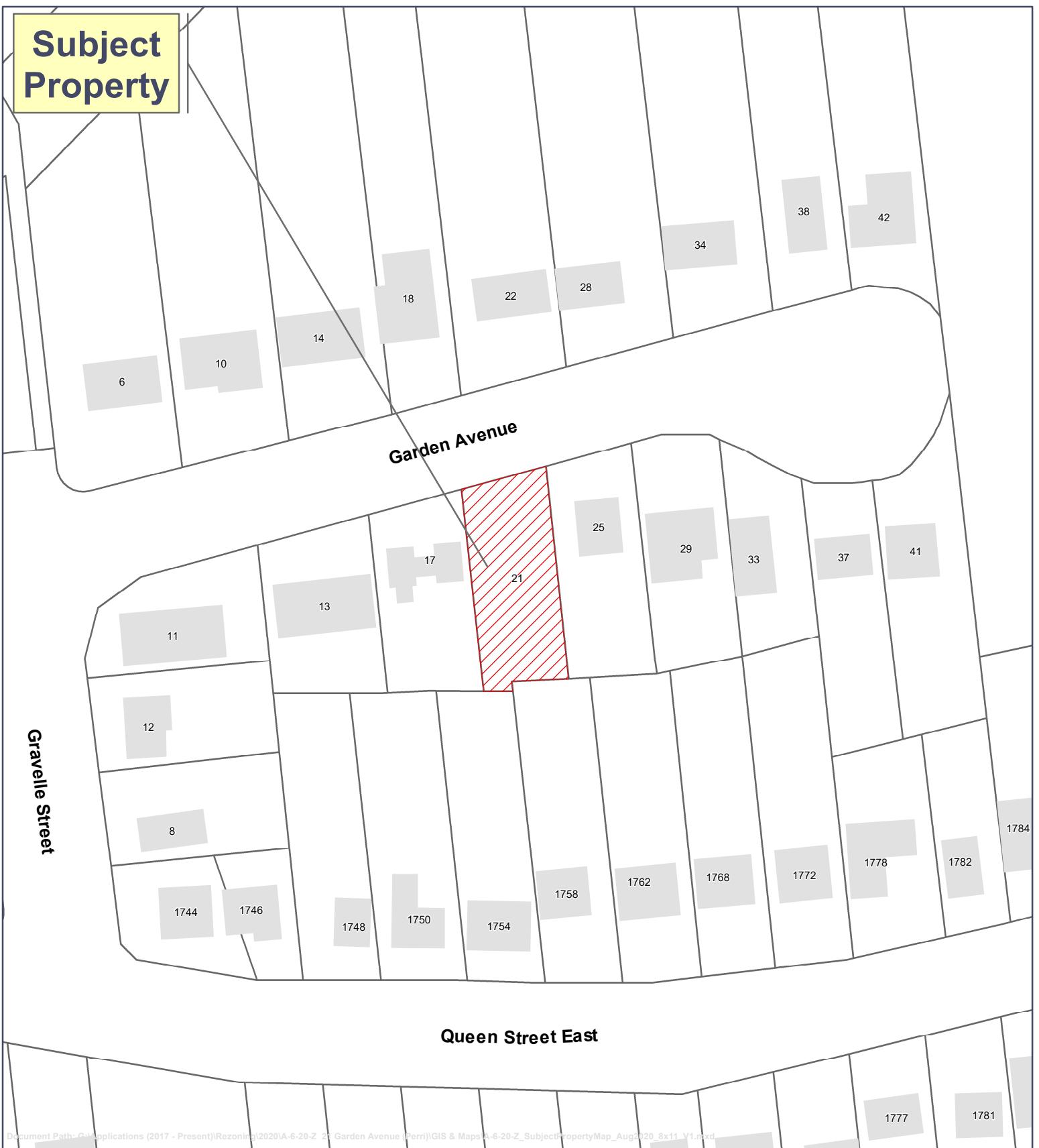


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Application Map Series <input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input checked="" type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Legal Department Reference	 SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca
Property Information Civic Address: 21 Garden Avenue Roll No.: 010032018000000 Map No.: 4/1-10 Application No.: A-6-20-Z Date Created: August 12, 2020	Legend  Subject Property: 21 Garden Avenue  Parcel Fabric	This map is for general reference only Orthophoto: 2016 20cm Colour Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983



Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-6-20-Z_Garden Avenue (Perri)\GIS & Maps\A-6-20-Z_SubjectPropertyMap_Aug2020_8x11_V1.mxd

Application Map Series	Legal Department Reference	Planning and Enterprise Services
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment		 SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca
Property Information	Legend	This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983
Civic Address: 21 Garden Avenue Roll No.: 010032018000000 Map No.: 4/1-10 Application No.: A-6-20-Z Date Created: August 12, 2020	 Subject Property: 21 Garden Avenue  Parcel Fabric	0 5 10 20 Meters 1:1,000
Page 185 of 387		

Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-6-20-Z_21 Garden Avenue (Parri)\GIS & Maps\A-6-20-Z_Zoning\Plan_Aug2020_8x11.mxd

Application Map Series	
<input type="checkbox"/> Subject Property	<input type="checkbox"/> Official Plan Landuse
<input checked="" type="checkbox"/> Existing Zoning	<input type="checkbox"/> Aerial Image
<input type="checkbox"/> Official Plan Amendment	

Property Information

Civic Address: 21 Garden Avenue
 Roll No.: 010032018000000
 Map No.: 4/1-10
 Application No.: A-6-20-Z
 Date Created: August 12, 2020

Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
C3 - Riverfront Zone; C3hp	R5 - High Density Residential Zone
C4 - General Commercial Zone; C4hp	R6 - Mobile Home Residential Zone
C5 - Shopping Centre Zone	I - Institutional Zone
H2 - Highway Zone	EM - Environmental Management Zone
M1 - Light Industrial Zone	PR - Parks and Recreation Zone
M2 - Medium Industrial Zone; M2hp	RA - Rural Area Zone
M3 - Heavy Industrial Zone	REX - Rural Aggregate Extraction Zone
R1 - Estate Residential Zone	AIR - Airport Zone
R2 - Single Detached Residential Zone; R2hp	Named Use - Commercial Dock





2020 03 10

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-8-20-Z
21 Garden Avenue
Dan and Alissa Perri

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

- There is one sanitary lateral to service to this property. If in the future the Owner wants to sever into two properties, a second lateral may be required to separate the flow from the individual residences and easements may be required if a lateral for one property crosses an adjacent property.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read "MMcAuley".

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM

cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

Patrick Lo

From: Chuck Davis [REDACTED]
Sent: Tuesday, September 1, 2020 9:33 AM
To: Patrick Lo
Cc: Chuck Davis
Subject: Application No: A-6-20-Z

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.

Good morning

My wife and I are homeowners at 8 Gravelle St, where we have lived for almost 50 years. We are strongly opposed to the application for re zoning at 21 Garden Ave (A-6-20-Z) for the following reasons:

1. Traffic on Gravelle and Garden Avenues is surprisingly heavy given that Garden is a dead end street. Recently, it has been even heavier due to increased delivery service traffic. Adding an extra dwelling at 21 Garden ie: semi-detached vs single family unit will only increase the traffic volume.
2. We feel that allowing construction of a structure like this ie: semi-detached, on a slab, can only decrease the value of our home and that of all others on Gravelle and Garden
3. This would set a dangerous precedent for our neighbourhood by allowing multi unit structures, allowing less green space on lots, reducing required frontage etc.
4. This would have an overall detrimental effect on our neighbourhood and should not be allowed.

Respectfully yours

Charles and Marilyn Davis
8 Gravelle St.
[REDACTED]

Patrick Lo

From: U TADASHORE [REDACTED]
Sent: Monday, August 31, 2020 12:29 PM
To: Patrick Lo
Subject: Proposed Duplex With Two Garages, Lot 21, Garden Avenue, Sault Ste. Marie, Ontario

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.

Councillor Paul Christian and
Councillor Sandra Hollingsworth

Dear Councillors:

This letter is in Opposition to the Rezoning Application for a Duplex with Two Garages at 21 Garden Avenue, Sault Ste. Marie, Ontario.

We have lived on Garden Avenue for 47 years.

This is a single family dwelling area and why does it have to change.

We have a little street with seventeen (17) houses on it and a lot of traffic. Why do we want to make it worse.

If we open the door for one change of zoning, who knows what will follow.

This street, in our opinion, is too small to accommodate the proposed Duplex with two (2) garages.

Thank You

Urban C. Tadashore

Nancy S. Tadashore

10 Garden Avenue

Sault Ste. Marie, Ontario. P6A 4N9

Patrick Lo

From: Laurie Bloomfield [REDACTED]
Sent: Thursday, September 3, 2020 6:41 PM
To: Patrick Lo [REDACTED]
Cc: [REDACTED]
Subject: Application No.: A-6-20-Z (21 Garden Ave) Letter of Opposition

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.

Good afternoon Mr. Lo et al.,

I am writing this letter in opposition of the proposed rezoning of 21 Garden Avenue (from R2 to R3.S) and to formally submit a complaint that the neighbourhood community was not provided with sufficient notice. I question whether the city, or the applicants, should have provided written notice to each person on the street? I personally do not subscribe to the Sault Star, and therefore might not have known about this had a neighbour not notify me.

Rationale for opposition to this application are numerous; here I will list a few that you may not hear from the other Garden Avenue homeowners (of which 100% are also opposed). First, the proposed structure (semi-detached with 2 front-set driveways and garages) submitted by Daniel and Alissa Perri **does not respect the existing physical character of the neighbourhood**, including prevailing dwelling/building type (hence the application, that I understand) and setbacks from the street. Thus, the proposed structure does not ensure adequate distance and separation from existing structures. For example, a measuring tape and quick calculations show that the proposed westerly attached garage will be placed approximately 15 feet northeast (in front) of the existing house owned by Mr. C. Murray (17 Garden Ave). Therefore, it would appear that should Mr. Murray want to look out his front bay window, 50% of his view will be the side of the (westerly) attached garage. He would not be able to look out his window and see anything east of this structure.

Second, a rezoning from R2 to R3 (with exceptions, hence R3-S) and subsequent demi-detached dwelling results in about **a 13% increase in the number dwellings** on this small dead-end street (currently 16 single-dwellings). While this may not at first seem concerning, it could in fact lead to **a 40% increase in some traffic types**. Specifically, should 2 families move in, and each family requires at least one school bus (based on school type, location, etc.), this would increase school bus traffic beyond the 3 school buses that currently enter the street on a daily basis. In previous years this street has encountered problems with school buses. For example, complaints have been made regarding buses driving too fast (thus bouncing down the street), and with the rough condition of the street, this causes house tremors and resulting cracks in this older neighbourhood. Further, I have witnessed traffic (bus) "jams" at the turn-around at the end of the street. This becomes even more troublesome during winter, when city snow plows push the snow to the east end of the road (at the turn-around). Beyond school bus traffic, this street encounters fairly significant non-local (i.e., non Garden Avenue resident) traffic as it is an extension of Gravelle Street (South) and does not connect to Gravelle Street (North). This causes regular confusion in drivers who enter Garden Avenue via Gravelle Street (South), only to use the turn-around to exit Garden Avenue and continue on their search of Gravelle Street (North). Finally (but still related to traffic concerns), that each of the two driveways/garages in the proposed structure at 21 Garden Ave could potentially support 2 cars each, this could result in about **a 17% increase in local (i.e., Garden Avenue**

resident) traffic on the small dead-end street. This is based on: 16 existing single-dwellings, approximately half of which have 2 vehicles, thus 4 of 24.

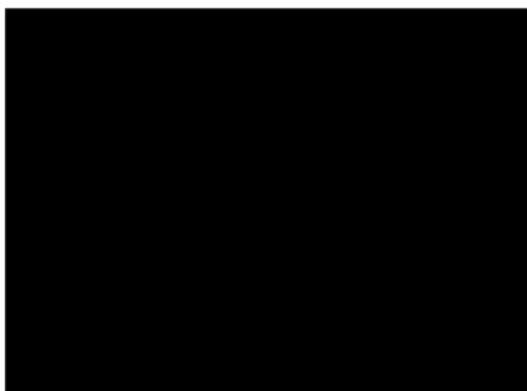
Finally, I would like to mention the **precedent** that this will set. Should one application for rezoning be approved, there is very little to stand in the way of City Council rejecting other applications in this neighbourhood and beyond. In light of this, any existing R2 zone approved for rezoning to R3 could ultimately become a Group Home, Rooming House, or other uses as listed in Article 9.7.1 of the city By-Laws (subject to regulations).

I will leave it to my neighbours to voice concerns they may have, and that I share, regarding property value effects and infrastructure concerns.

Please note that by way of this submission I am entitled to an appeal of the decision to the Local Planning Appeal Tribunal.

Sincerely, and in solidarity with my Garden Avenue neighbours,

Dr. Laurie Bloomfield
13 Garden Ave (2007-present)



Patrick Lo

From: Burns, James [REDACTED]
Sent: Friday, September 4, 2020 9:59 AM
To: Patrick Lo; cityclerk@ssm.on.ca
Cc: Shelley Burns [REDACTED]
Subject: Opposition of proposed construction at 21 Garden Ave.

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.

Hello,

My name is James Burns and I live at 28 Garden Ave with my wife Shelley Burns and our two children Logan & Ella. We have been informed of the proposed rezoning on our street with a duplex and attached garages. We are in strong opposition against rezoning our street that is currently zoned as single dwelling. We have spent substantial money in our house over the last 15 years increasing its value 4x what we originally purchased it for, rezoning will only bring our value down. Garden Ave has always been a quiet, safe street and has been a great place to raise our children. The proposed rezone will only introduce/increase the chances of more traffic and the possibility of less than ideal tenants. It is my understanding that no other streets within blocks of Garden Ave. have such multi-dwelling homes. Shelley is a healthcare worker at SAH in which she works days and nights, 12hr shifts. Shift work requires to be able to sleep during the day and afternoon so the current quietness was definitely a deciding factor to move to Garden Ave. The current owner purchased the property at 21 Garden Ave. zoned as single dwelling thus the zoning should remain. If the owner wished to purchase property with the intent to construct multi-family the owner should have purchased property that was zoned as such. If you require any further information please email me at [REDACTED]

Thank-you for your time

James, Shelley, Logan and Ella Burns

Dear Mr. Lo

My name is Lorraine Caporossi. My husband Gary and myself have been living at 12 Gravelle Street for the past 28 years. What had originally drawn us here was this area being a quiet single-family neighbourhood to raise our daughter.

We are writing to you today to express our concern and strong opposition to the proposed rezoning at the Gravelle St. And Garden Ave. Neighbourhood. We have spoken with our neighbours and they share the same consensus as us in regards to how rezoning will affect the character of our neighbourhood. It will lead to more people traveling down the street, noise concerns and also brings up safety concerns for the children that live on the street as well as grandchildren that visit on a regular basis.

It is worrisome about the effects of rezoning to this area and what it will do to the property assessment and value of our homes. It is concerning to think about the negative impact it can potentially have on future assessments since a multi-family dwelling is inconsistent with our area.

In closing, the current residents are in agreement that we disapprove of this proposal of rezoning. We urge you to deny this approval.

Thank you for your time and opportunity to express our concerns with you.

Best Regards,

Lorraine Caporossi

12 Gravelle St.

Sault Ste. Marie, ON

P6B 4Z6

Application Number A-6-20-Z

Patrick Lo

From: Laurie Barbeau [REDACTED]
Sent: Saturday, September 5, 2020 11:26 AM
To: Patrick Lo; cityclerk@ssm.on.ca
Cc: [REDACTED]

Subject: Application No.: A-6-20-Z by Daniel and Alissa Perri

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.

Dear Mr. Lo:

We are writing to express our opposition to the proposed rezoning application for the property identified as 21 Garden Ave., Sault Ste. Marie, Ontario. The proposed change to rezone this R2 (Single Detached Residential Zone) to R3.S (Low Density Residential Zone) will present a dramatic and unwanted change to our neighbourhood. This change will clearly impact the character, house value and safety of our well established neighbourhood.

21 Garden Ave. Is the only remaining empty lot on the street and sits among all single-dwelling houses. Cramping two residences on a lot that was designed for one will significantly change the desired and established character of our street. Why make one lot significantly different from the current standard? A rezoning would not "maintain the present character" of the existing neighbourhood (Zoning By-Law 2005-150, General Provisions, section 9.6, page 90).

It is a known fact that semi-detached dwellings present lesser real estate value than single dwellings. Currently, our neighbourhood is within a sought after purchasing area. Our neighbourhood is appealing to buyers. Realtors often leave requests in our mailboxes to contact them if residents are considering selling. A semi-detached dwelling will impact the sale value of the homes currently on Garden Ave.

In recent years, we have enjoyed many "younger" families that have moved onto the street. An increase in the number of children is a pleasant outcome of this. These children, as well as adults on the street currently walk about, feeling quite safe. The resulting increase in traffic from a semi-detached dwelling (with the potential of multiple residents and vehicles, children needing school buses, etc.) will be a strain on everyone and impact the safety element of the street. Living on the most east end of Garden Ave., we see an already active turn around area where drivers, school buses and lost citizens turn around in preparation to exit the street. There is only one way in and out of Garden Ave. In most cases (other than residents of the street) traffic has no choice but to travel the entire street in order to exit. To introduce more traffic would be unwelcoming and risk the safety of our residents.

Thank you for the opportunity to express our concerns. We trust that you will forward this correspondence to all essential parties.

Respectfully,

Laurie Barbeau Barb Edwards
42 Garden Ave. 38 Garden Ave.
Sault Ste. Marie Sault Ste. Marie
[REDACTED]

Patrick Lo

From: Ab Sarlo [REDACTED]
Sent: Saturday, September 5, 2020 12:57 PM
To: Patrick Lo
Subject: Duplex on Garden Ave.

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.

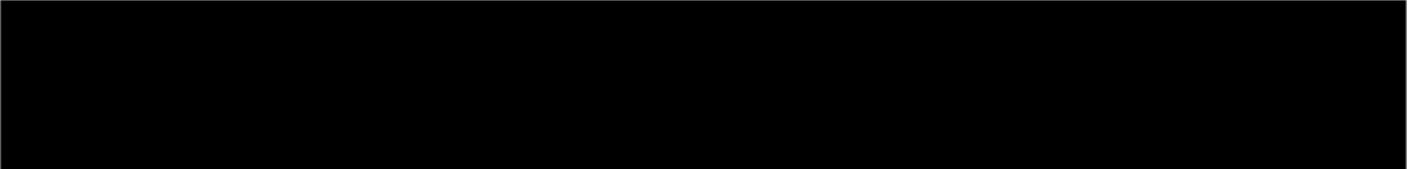
I am 100% opposed to this proposed duplex.

Albert Sarlo 11 Garden Ave.

Patrick Lo

Subject: RE: Application No.: A-6-20-Z by Daniel and Alissa Perri

From: Jason Parks [REDACTED]
Sent: Sunday, September 6, 2020 2:55 PM
To: Patrick Lo <p.lo@cityssm.on.ca>; cityclerk@ssm.on.ca



Subject: Re: Application No.: A-6-20-Z by Daniel and Alissa Perri

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.

Dear sir, I am writing in regards to the application A-6-20-Z by Daniel and Alissa Perri. Just like all of my neighbors on Garden Avenue along with our neighbours on Gravelle attached to Garden my wife and I are also opposed to the potential re-zoneing development fore mentioned at 21 Garden Ave.

We believe that the proposed re-zoneing will have nothing but negative effects on our neighborhood, by lowering property values along with increased traffic on our street making increased dangers for the neighborhood children that play. I live at the end of Garden where my kids along with 4 other families with children play. The high potential of an increase in irresponsible drivers speeding down our short Street does not fit well with us. There already have been issues with this happening and we do not want an increase.

With all due respect, this is a beautiful, safe neighborhood filled with wonderful people and families and why we choose to raise our young family here. All of the residents take great care in keeping and maintaining their yards and homes in our neighborhood which shows the pride of ownership.

On that note, I am also concerned in regards to the existing infrastructure of the street and it's potential inability to handle the increase demand. This could result much bigger problems in the future. Keeping this a single family dwelling street is the best option for all in our peaceful, safe neighborhood.

Thank you for your time and attention to this matter,

Sincerely

Jason & Kelly Parks
37 Garden Avenue

Patrick Lo

From: Bob McGauley [REDACTED]
Sent: Tuesday, September 8, 2020 11:25 PM
To: Patrick Lo
Cc: [REDACTED]
Subject: Application No.: A-6-20-Z (21 Garden Ave) Letter of Opposition

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.

Good morning Mr. Lo et al.,

I am writing this letter in opposition of the proposed rezoning of 21 Garden Avenue (from R2 to R3.S). Our names are Robert and Carol McGauley and we live at 14 Garden Ave across the street from the subject property.

Rationale for opposition to this application is numerous least of which is that 100% of the residents of Garden Ave and Gravelle Street are opposed to this change in zoning. We live on a small dead end street with a turnaround at the end. There is only one way out so we get all traffic coming and going. Adding a multiple dwelling building on the street will do nothing but increase that traffic both in cars and in school busses.

Services such as water and sewer in the area are already taxed to the limit as proved by the number of times the PUC is flushing the hydrant in front of our house and the number of times the Board of Works vacuum truck is cleaning out the sewers. Adding a multiple family dwelling on the street will overtax these services. We all remember well the basement flooding we have had in the past from sewer backups.

There is a natural underground steam that runs through 21 Garden Ave meaning that the foundation of a large building compared to the size of the lot will result in a wet basement unless it is well drained and that drainage will have to go into the storm sewers putting additional stress on that service as well.

A building big enough for two units and two garages will have to almost fill that small lot. I am concerned that the elevation of such a building will take away from the current appearance of the neighbourhood and this will, among other things reduce the value of our properties. Having a building of this size will also make it very difficult in the winter time to find space for snow removal. Large snow banks in front of 21 Garden Avenue will make for visibility problems and unsafe conditions in the winter.

Please note that by way of this submission we are entitled to an appeal of the decision to the Local Planning Appeal Tribunal.

Sincerely, and in solidarity with my Garden Avenue and Gravelle Street neighbours,

Bob and Carol McGauley
14 Garden Ave (Dec 1983-present)

R. W. McGauley
[REDACTED]

Rachel Tyczinski

Subject: FW: Application No.: A-6-20-Z (21 Garden Ave) LETTER OF OPPOSITION

From: Sharon Lukala
Sent: September 9, 2020 8:50 PM
To: p.lo@city.ssm.on.ca <p.lo@city.ssm.on.ca>
Cc: Paul Christian <p.christian@cityssm.on.ca>; Sandra Hollingsworth <s.hollingsworth@cityssm.on.ca>;
Subject: Application No.: A-6-20-Z (21 Garden Ave) LETTER OF OPPOSITION

Dear Mr. Lo,

I am writing this letter in opposition of the proposed rezoning of 21 Garden Ave from R 2 to R3.S.
I question the process by which residents were notified. This process was neither timely or efficient.
I am opposed to any change from present zoning that might include multi family units.
The aged and stressed infrastructure has been unable to handle the present load.
Many homes have suffered flooding in past. Water quality is questionable.
Neighbourhood intensification which has been adopted by The Province and on occasion by our council, does not guarantee a safe peaceful neighbourhood.
This single family lot is too small for the proposed plan, semi or duplex.
I urge The Mayor and Council to listen to the residents who stand together in opposing the plan.
Also I remind Mr. Perri that he purchased a lot that for over forty years was zoned single family.
I ask that this rezoning stop one street over on Queen Street, please do not allow this to continue any further.
Previous planners had a family neighbourhood in the plan. We have watched our neighbourhood changed drastically by previous councils and boards. Loss of neighbourhood grade schools ,where children walked to school. Our high school . Please look ahead.
Please consider all of objections brought to you today .
William and Sharon Lukala ,6 Garden Ave (1982-present)

Rachel Tyczinski

Subject: FW: 21 Garden Av Rezoning

-----Original Message-----

From: Rod Mitchell
Sent: Wednesday, September 09, 2020 11:21 PM
To: Patrick Lo <p.lo@cityssm.on.ca>
Subject: Re: 21 Garden Av Rezoning

Dear Sir

My name Rod Mitchell, I reside at 41 Garden and have since Nov. 1995, I always liked this street since the early 80's when a good friend of mine lived at 21 Garden Av., when my house came up for sale, I jumped at the opportunity and feel this is one of the best streets in this city to live on.

I support all the other residents and agree with all their concerns and am directly opposed to the rezoning of 21 Garden Av.

This lot is far too small for the proposed dwellings, that's why it's been vacant for so long, the previous house on that lot was a tiny little house.

I urge you to reject this application for re-zoning.

Thank you,
Rod Mitchell
41 Garden Av.

Sent from my iPhone x

To: Mr. Lo

From: Mr. Joseph Orazietti and Mrs. Rita Orazietti
29 Garden Avenue, SSM

Date: September 8, 2020

Re: Application A-6-20-Z by Mr. Daniel Perri and Mrs. Alissa Perri

I am writing to notify you that we oppose the rezoning and associated variance requests for the semi-detached construction on Garden Ave. as proposed by the applicants above.

My neighbours have cited several legitimate reasons in opposition to this development. We are in full agreement with their statements and would like to express additional concerns that would have a negative impact and interfere with the use and enjoyment of the current home owners if this proposed change was to go forth. Conformance of the project to the existing neighbourhood would not exist, the physical character of the neighbourhood would be changed and the long term values of the existing homes would likely decline.

When we built our home on Garden Avenue in 1963, there was a single family home on this subject property. All homes on this dead end street at that time were and still are single family homes. The appeal and attractiveness of this quiet neighbourhood that abuts the Sault Ste. Marie Country Club has always been about a quality, safe, family oriented neighbourhood. When the original home was dismantled and the empty lot was put for sale, the expectation by all residents was that a new single family home would be built on our street.

The current owners bought this property with the knowledge that its intended zoning and use was for a single family home. They are now asking council and all fellow neighbours to allow for 2 semi-detached homes and variances to allow for overbuilding on this site. There is nothing about the current property that would make it difficult for Mr. and Mrs. Perri to build a house that complies with the zoning rules and regulations currently in place. The size of the lot allows for a home to be built which is reasonable in size to conform to the existing neighbourhood.

Further, it is my understanding that Mr. and Mrs. Perri are not the intended occupants of this future build. Their intended use is to rent out both units and thus create an income property. The need to squeeze this development onto this lot is strictly for the purpose of profit for the Perri's. The building of this income property would not be for the good of the neighbourhood but actually negatively affect the enjoyment of the residents currently residing on Garden Avenue and Gravelle Street (south portion).

As a Realtor for 30 years, it is my professional opinion that property values differ in areas that have rental properties compared to those that do not. The rental units will

undoubtedly change the appeal and long term values of this neighbourhood as future buyers will not see the character of this quiet single family neighbourhood and have less desire to live here. Decreased desire leads to decreased values. Single family homes abutting multi-family homes can decrease the value of the single family home. Buyers of single family homes prefer to have neighbours in single family homes. The conformity of our neighbourhood will undoubtedly change and be negatively impacted by this proposed project.

We have no reason to believe that changing the zoning and allowing for variances would in any way benefit our neighbourhood or create a positive change for homeowners here.

Finally, it is my understanding that Mr. Perri is an Engineer employed by the City of Sault Ste. Marie. All those in opposition to the Perri's request to rezone and receive variances on this proposal are concerned that there may be a conflict of interest by those voting in favor of his request. It is of concern that Mr. Perri's request may receive preferential treatment.

In conclusion, we oppose this application request as we see the change as having an adverse impact to the residents currently residing here. The change would not be for the benefit of any of the current residents but solely for the personal gain of the applicant.

Thank you for your consideration of our concerns.

Respectfully,

Joseph Orazietti and Rita Orazietti

Rachel Tyczinski

Subject: FW: Letter to Mayor & Council

From: C M

Sent: Thursday, September 10, 2020 10:14 PM

To: mayor provensano <mayor.provensano@cityssm.on.ca>; Sandra Hollingsworth <s.hollingsworth@cityssm.on.ca>; Paul Christian <p.christian@cityssm.on.ca>; I Dufour <I.Dufour@cityssm.on.ca>; I Vezeauallen <I.Vezeauallen@cityssm.on.ca>; Donna Hilsinger <d.hilsinger@cityssm.on.ca>; Matthew Shoemaker <m.shoemaker@cityssm.on.ca>; Marchy Bruni <m.bruni@cityssm.on.ca>; Rick Niro <r.niro@cityssm.on.ca>; Corey Gardi <c.gardi@cityssm.on.ca>; Matthew Scott <m.scott@cityssm.on.ca>; Patrick Lo <p.lo@cityssm.on.ca>; City Clerk <cityclerk@cityssm.on.ca>

Subject: Letter to Mayor & Council

Hello Mayor & City Council

My name is Charles Murray and I am one of the spokes persons that will be addressing council on our residents concern about the proposed duplex at 21 Garden Avenue Monday the 14th. As you will read in the letters submitted by the residents on both Garden Avenue and the upper part of Gravelle Street, we are in total agreement in voicing our concerns about having this type of building in a single family neighborhood and are dead against it. We do not want a precedent set by allowing this to happen now or in the future. We have no problem with having a single family dwelling built at the location which it was zoned for and as I've stated earlier the responses you will read in the e-mails cover all types of concerns that are legitimate to all of us.

In closing I would like to express that this is the will of the residents here and I think as being representatives of your wards it is your duty to listen to the residents when they have legitimate concerns that affects them all personally.

Thank-you for your time

Charles Murray

17 Garden Avenue

Rachel Tyczinski

Subject: FW: The re-zoning at 21 Garden

From: C M

Sent: Friday, September 11, 2020 11:03 PM

To: City Clerk <cityclerk@cityssm.on.ca>

Subject: Fwd: The re-zoning at 21 Garden

Sent: Friday, September 11, 2020 11:00:17 PM

Subject: The re-zoning at 21 Garden

Hello Again to All

I want everyone who received an attached copy from the planning board to read it carefully as it is their pre-conceived notion that this will be pushed through like everything else seems to be. It says in the letter they have only 2 opposition letters opposing this. Really. Try everyone on both streets here with access to a computer. We have 100% backing from all our residents and it is about time a city planning board covered all bases here not just dictate their own agenda again and again without taking into consideration who is affected now and in the future. I don't need them to tell me the future here, we are in the present and we don't want this re-zoning. Why is it so hard for a city board to understand that figures and calculations without the human element and concerns does not make a plan final. We are going to be at the council meeting Monday full force against this re-zoning. I want and request each and everyone who is able to join in on zoom or on talk whether you want to speak or not, we want everyone on board.

I know most people would agree with me, lie to me once and I will always question you which seems to be the new owners mantra. Build your single family dwelling like you told me, push an unwanted building onto our street is no way to enter a small community like ours.

Please check into council Monday

Thanks for all the support. We will fight this together

Charly Murray

17 Garden Avenue

Rachel Tyczinski

Subject: FW: 21 Garden Avenue

-----Original Message-----

From: Debra Murray
Sent: Thursday, September 10, 2020 7:57 PM
To: Patrick Lo <p.lo@cityssm.on.ca>
Subject: 21 Garden Avenue

Mr. Lo,

I am writing to have my application against the rezoning of 21 Garden Avenue, Application No.: A-6-20-Z As I and my husband live next door to said property I am stating my complete agreement with my neighbours about the Rezoning to a multiple dwelling. We have lived on this street for over 45 years and watched our children and grandchildren grow, play, and thrive our our beautiful dead end street! We have become a small, happy, and safe little street with little traffic to be concerned about.

With a semi detached, addition the whole atmosphere of our little street will certainly change, concerns of much more traffic, usage of utilities and uncertainty of whom might be coming to our street. A single will be great but the idea of multiple is completely unwarranted!

Please take our concerns into consideration as we were never included in this whole process.

Debra Murray
17 Garden Avenue

Rachel Tyczinski

Subject: FW: Concern re: Application A-6-20-Z = 21 Garden Ave

From: Blythe Carota
Sent: Saturday, September 12, 2020 7:20 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Fw: Concern re: Application A-6-20-Z = 21 Garden Ave

Hello,

Please accept this email as my input into development at 21 Garden Ave (application A-6-20-Z). As I am sure you are aware when you post a Public Notice only in a paper with very poor readership (Sault Star) and not actually on the actual property it will at times let applications slip by without notice.

As a homeowner on this small street (34 Garden), I am not in support of the development as filed in Application A-6-20-Z. If this application would result in a development that is out of character with neighbour enclave (Garden Ave and Gravelle Ave). The character of the enclave is well defined by single detached dwellings with lots of average width of lots and with well-defined borders as there is only one way in and out of the cul de sac. The neighbourhood currently has 29 r-2 lots. If this is approved, you would have an r-3 lot surrounded 28 r-2 lots. It makes no sense to the rest of the 28 other lot owners. This proposal does not represent good planning.

Although the proposed amendment is for 17.5 meters, based on the zoning provision that semi-detached dwellings maybe sub-divided and the zoning lot front of the semi-lots is 1/2 the required lot frontage the development could eventually create 2 as-of-right 7.5 meter lots. More information is needed about this being a semi-detached (rather than a duplex). This concerns me greatly.

The Sault Ste Marie Official Plan (OP) requires community input. Yet, a planning report is not available for review until the same day public comments are due. That means planning staff are writing their report without taking into consideration neighbourhood comments. This clearly is in your plan and clear effort should be made to do this, especially when the applicant is a City employee. It should be even more clear that all efforts are being made.

I have no issue with development, just with how this development is changing the character of the neighborhood. As the character of this neighborhood is one of the biggest reasons, we made an investment in it and now someone is attempting to change that for all others.

Regards,
Blythe and Adriano Carota
34 Garden Ave

Rachel Tyczinski

Subject: FW: Garden Ave

From: Candace Boston
Sent: Friday, September 11, 2020 8:43 PM
To: Patrick Lo <p.lo@cityssm.on.ca>
Subject: Garden Ave

I opposed the plans for the property on Garden Ave. I believe it will decrease the value of my property.

Candace Boston
25 Garden Ave

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-143

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 305 Selby Road (Mike Savino).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **305 SELBY ROAD; LOCATED ON THE SOUTH SIDE OF SELBY ROAD, APPROXIMATELY 50M EAST OF THE INTERSECTION OF SELBY ROAD AND KORAH ROAD; CHANGE FROM R2 TO R3.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 80/1-90 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(394) and heading as follows:

"2(394) 305 Selby Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of Selby Road, approximately 50m east of the intersection of Selby Road and Korah Road and having civic no. 305 Selby Road and outlined and marked "Subject Property" on the map attached as Schedule 394 hereto is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception" to reduce the number of required parking spaces for the semi-detached dwelling from 3 spaces to 2 spaces."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 14th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2020\\305 Selby Road\\2020-143 305 Selby Zoning.docx

SCHEDULE "A" TO BY-LAW 2020-143 AND
SCHEDULE 394 TO BY-LAW 2005-151



Document Path: Q:\Applications\2017 - Present\Planning\2020A-C-20-Z\Selby\Wksp\2020A-C-20-Z_SubjectPropertyMap_Feb2020_3x11_V1_Legal.mod

Application Map Series	Legal Department Reference
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Schedule "A"  SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@saultstmarie.ca <small>This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</small>
Property Information Civic Address: 305 Selby Road Roll No.: 050018061000000 Map No.: 801-90 Application No.: A-2-20-Z Date Created: February 20, 2020	Legend  Subject Property - 305 Selby Road  Parcel Fabric

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-152

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 35 Fairview Avenue (Cosmo Joseph Gervasi).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **35 FAIRVIEW AVENUE; LOCATED APPROXIMATELY 140M WEST FROM THE INTERSECTION OF FAIRVIEW AVENUE AND PEOPLES ROAD; CHANGE FROM R2 TO R2.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 95/1-109 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(395) and heading as follows:

"2(395) 35 FAIRVIEW AVENUE

Despite the provisions of By-law 2005-150, the zone designation on the lands located approximately 140 metres west from the intersection of Fairview Avenue and Peoples Road and having civic no. 35 Fairview Avenue and outlined and marked "Subject Property" on the map attached as Schedule 395 hereto is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception" to permit, in addition to those uses permitted in an R2 zone, the following special exceptions:

- 1) Permit a triplex.
- 2) Reduce the parking requirement from 4 to 3 spaces with a combined stall width not exceeding 8.5 metres.
- 3) Permit parking spaces in the required front yard setback.
- 4) Reduce the west side yard setback from 1.2 to 0.9 metres.
- 5) Permit a stairway structure to project to within 0 metres of the west lot line subsequent to Ontario Building Code requirements."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

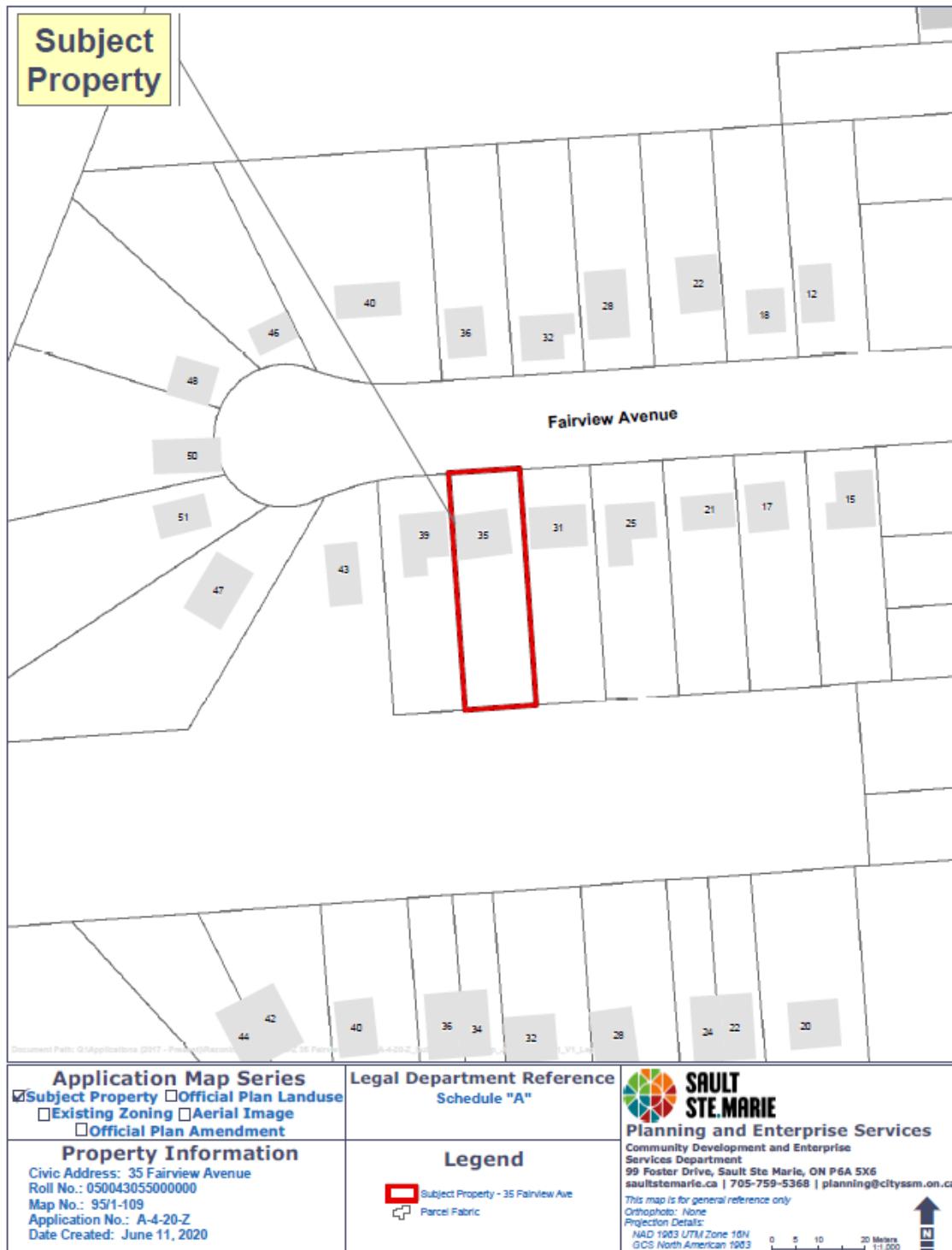
PASSED in Open Council this 14th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2020\\2020-152(Z) 2020-153(DC) 35 Fairview Avenue\\2020-152(Z) 35 Fairview Ave.docx

SCHEDULE "A" TO BY-LAW 2020-152 AND
SCHEDULE 395 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-153

DEVELOPMENT CONTROL: A by-law to designate the lands located at 35 Fairview Avenue an area of site plan control (Cosmo Joseph Gervasi).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. DEVELOPMENT CONTROL AREA

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. SITE PLAN POWERS DELEGATED

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. SCHEDULE "A"

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

4. PENALTY

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. EFFECTIVE DATE

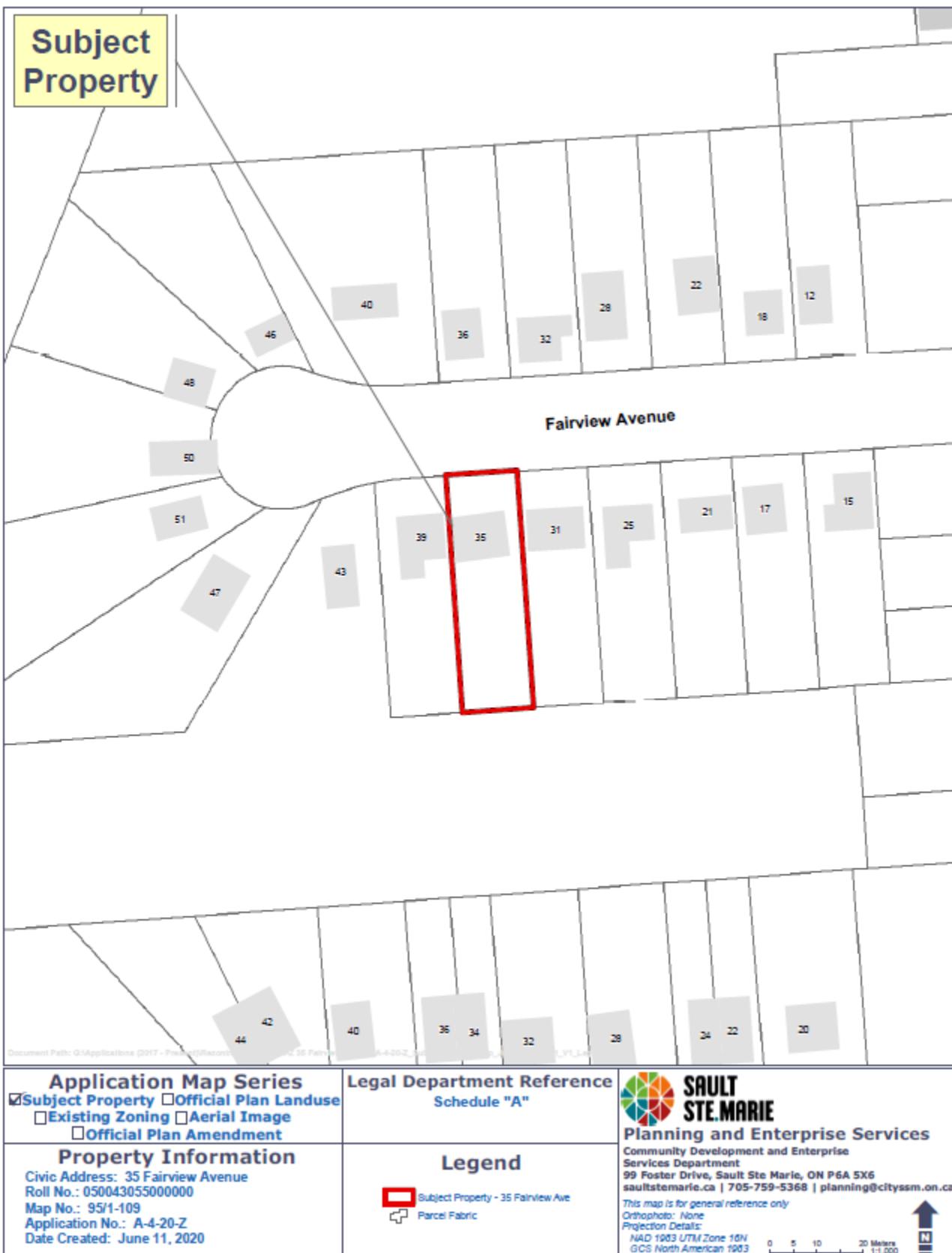
This by-law takes effect from the date of its final passing.

PASSED in open Council this 14th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2020-153



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-159

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Ontario Municipal Commuter Cycling Program Transfer Payment.

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 Chief Administrative Officer and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated September 14, 2020 between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Ontario Municipal Commuter Cycling Program Transfer Payment.

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 14th day of September, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

**AMENDING AGREEMENT NO. 1 TO THE ONTARIO MUNICIPAL COMMUTER
CYCLING (OMCC) PROGRAM
TRANSFER PAYMENT AGREEMENT**

This Amending Agreement No. 1 to the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement (this “**Amending Agreement**”) is effective as of the date of signature by the last signing party to this Amending Agreement.

BETWEEN:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the City of Sault Ste. Marie

(the “**Recipient**”)

BACKGROUND

The Province and the Recipient entered into the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement effective as of 26th day of March 2018 (the “**Agreement**”).

The Agreement, pursuant to Section 4.1 (Amendments) of the Agreement, may only be amended by a written agreement.

The Parties have agreed to extend the Term of the Agreement by one year and make any necessary changes to the Agreement to capture their intent.

IN CONSIDERATION of the mutual covenants and agreements contained in this Amending Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

1. Capitalized terms used in this Amending Agreement have the meanings ascribed to them in the Agreement.

2. Section A1.2 (Definitions) of the Agreement is hereby amended by:
 - a) replacing "March 31, 2021" with "March 31, 2022" in the definition of Expiry Date;
 - b) replacing "December 30, 2020" with "December 31, 2021" in the definition of Projects End Date; and
 - c) replacing "December 30, 2020" with "December 31, 2021" in the definition of "Substantial Completion".
3. Section A4.10 (Inability to Complete Eligible Projects) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
4. Section C2.1 (Timelines) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
5. Sub-schedule "D.1" (Table of Annual Allocations) of the Agreement is hereby amended by adding "2021-2022" after "2020-2021" in the 1st column (Funding Year)/ 5th row of the table.
6. Paragraph E3.3 (d) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
7. Section F3.1 (Final Report) of the Agreement is hereby amended by replacing "February 28, 2021" with "February 28, 2022".
8. Paragraph F5.2 (b) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
9. Paragraph F5.3 (f) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
10. Paragraph 3 of Sub-schedule "J.1" (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate) of the Agreement is hereby amended by replacing "December 30, 2020" with "December 31, 2021".
11. Except for the amendments provided for in this Amending Agreement, all provisions in the Agreement will remain in full force and effect.
12. This Amending Agreement may be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party.
13. This Amending Agreement is conditional upon, on or before the effective date of this Amending Agreement, the Recipient providing the Province with:

- (a) if not addressed under the by-law(s) and, if applicable, any council resolution(s) provided to the Province for the Agreement, a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing this Amending Agreement and naming authorized signing officer (s) for this Amending Agreement; and
- (b) an insurance certificate or other proof as the Province may request for the Project pursuant to section A10.2 (Proof of Insurance) of the Agreement.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed this Amending Agreement on the dates set out below.

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for
the Province of Ontario

Signature: _____

Name: James Pearce

Title: Director, Municipal Programs
Branch, Agencies Oversight and
Partnerships Division

Date of Signature: _____

The Corporation of the City of Sault Ste. Marie

Signature: _____

Name: Al Horsman Malcolm White

Title: Chief Administrative Officer

Date of Signature: _____

I have authority to bind the Recipient.

Signature: _____

Name: Malcolm White Rachel Tyczynski

Title: Deputy CAO/City Clerk –
Corporate Services

Date of Signature: _____

I have authority to bind the Recipient.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-160

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 36 Wright Street (BDI Holdings Limited c/o Shawn Spurr).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. 36 WRIGHT STREET; LOCATED APPROXIMATELY 100M EAST FROM THE INTERSECTION OF WRIGHT STREET AND GOULAIS AVENUE; CHANGE FROM R2 TO R3.S WITH A “SPECIAL EXCEPTION”

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 54 of Schedule “A” to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception”.

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(396) and heading as follows:

“2(396) 36 Wright Street

Despite the provisions of By-law 2005-150, the zone designation on the lands located approximately 100m east from the intersection of Wright Street and Goulais Avenue and having civic no. 36 Wright Street and outlined and marked “Subject Property” on the map attached as Schedule 396 hereto is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception”. The following are the special exceptions:

- 1) Permit a multiple attached building.
- 2) Permit parking spaces in the required front yard.
- 3) Reduce the required front yard setback from 7.5 metres to 5.8 metres.
- 4) Reduce the required rear yard setback from 10 metres to 6.7 metres.”

3. SCHEDULE “A”

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

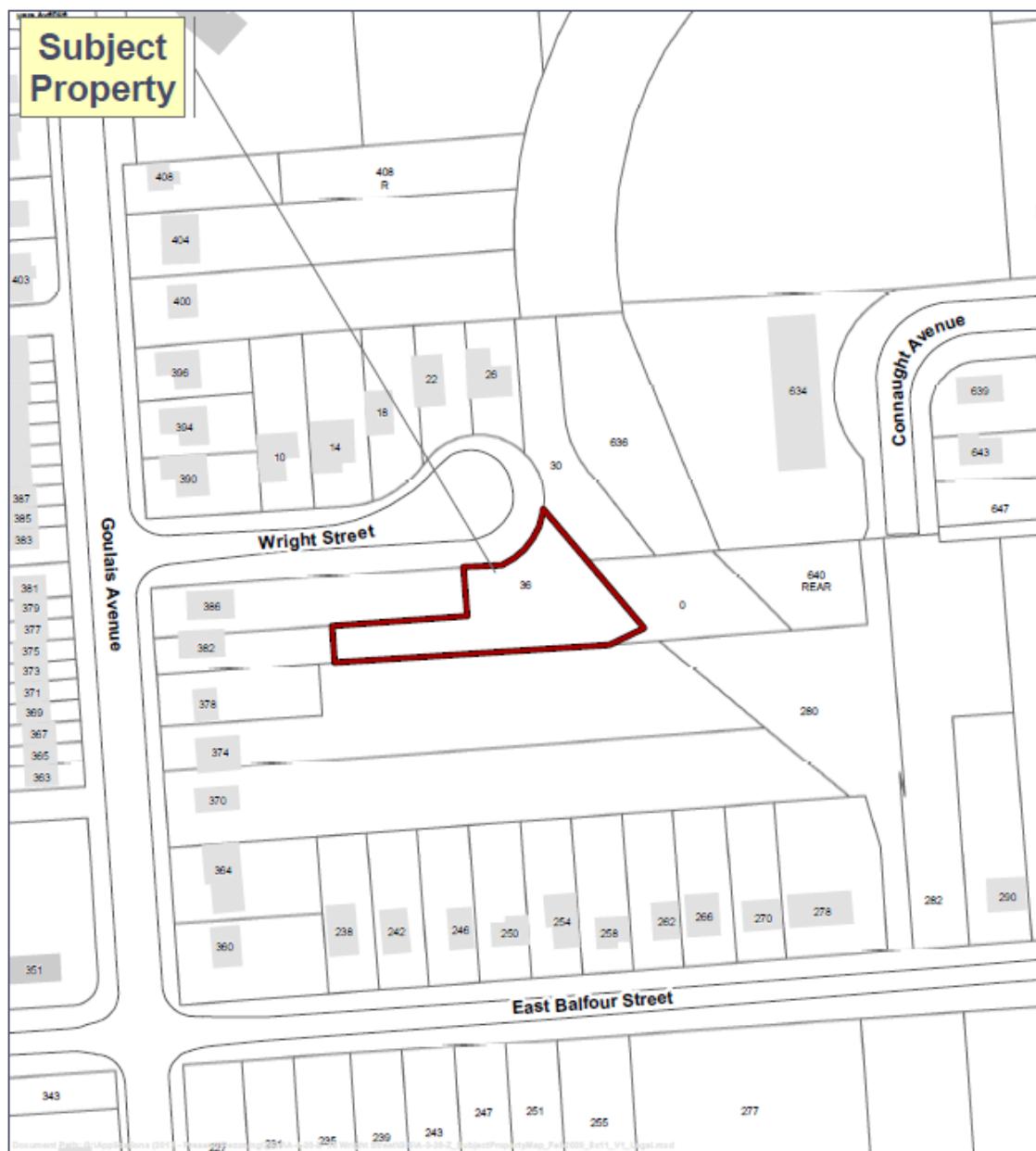
PASSED in Open Council this 14th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2020-160 AND
SCHEDULE 396 TO BY-LAW 2005-151



<p>Application Map Series</p> <p><input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment</p> <p>Property Information</p> <p>Civic Address: 36 Wright Street Roll No.: 060007093010000 Map No.: 54 Application No.: A-3-20-Z Date Created: February 20, 2020</p>	<p>Legal Department Reference</p> <p>Schedule "A"</p> <p>Legend</p>  <table border="1" style="margin-top: 10px; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Subject Property - 36 Wright Street</td> </tr> <tr> <td style="padding: 2px;">Parcel Fabric</td> </tr> </table>	Subject Property - 36 Wright Street	Parcel Fabric	 <p>SAULT STE. MARIE</p> <p>Planning and Enterprise Services</p> <p>Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarine.ca 705-759-5368 planning@cityssm.on.ca</p> <p>This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</p> <div style="text-align: right; margin-top: -20px;"> 0 5 10 20 Meters 1:1,500  </div>
Subject Property - 36 Wright Street				
Parcel Fabric				

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-161

DEVELOPMENT CONTROL: A by-law to designate the lands located at 36 Wright Street an area of site plan control (BDI Holdings Limited c/o Shawn Spurr).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. DEVELOPMENT CONTROL AREA

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. SITE PLAN POWERS DELEGATED

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. SCHEDULE "A"

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

4. PENALTY

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. EFFECTIVE DATE

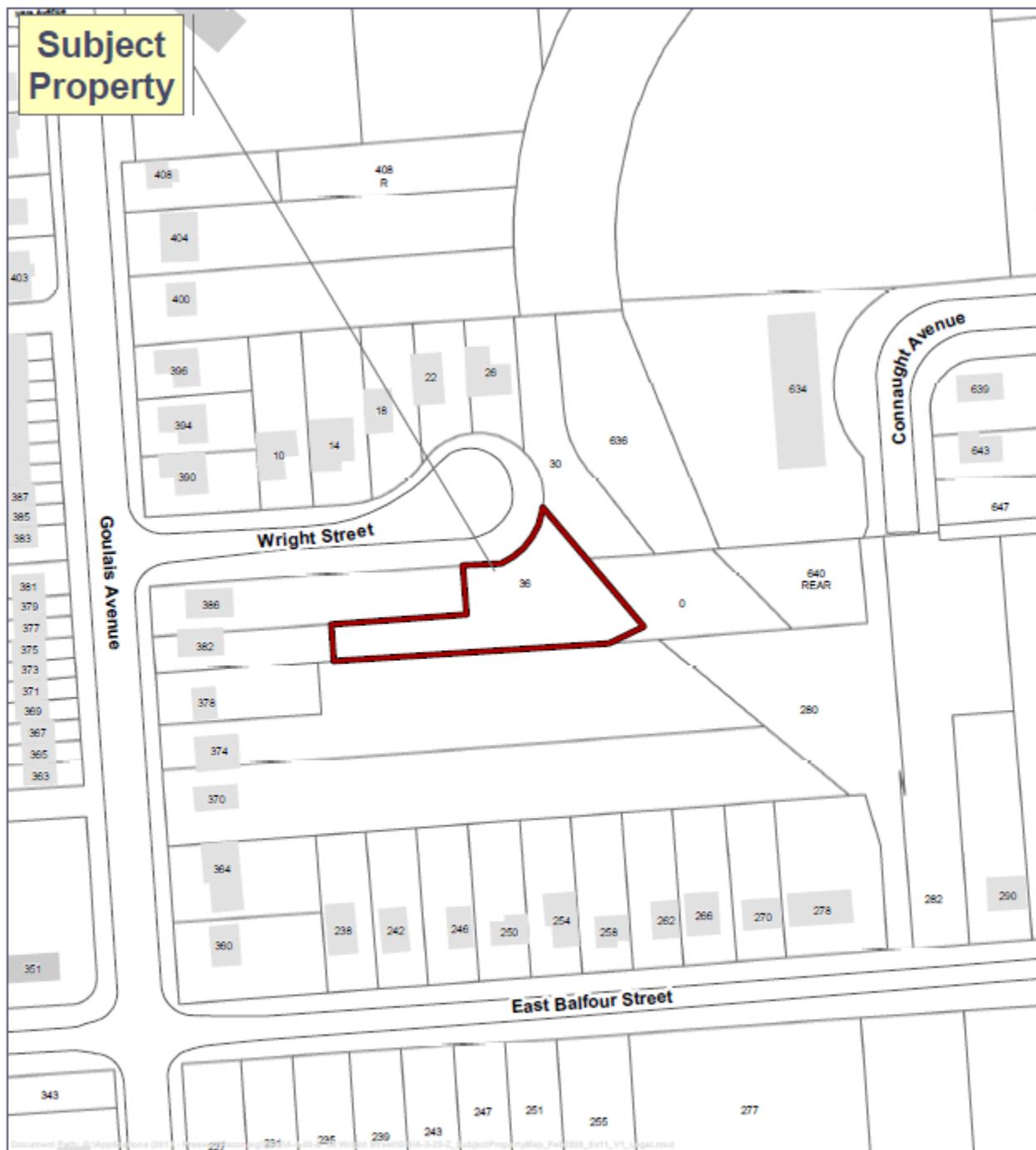
This by-law takes effect from the date of its final passing.

PASSED in open Council this 14th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2020-161



<p>Application Map Series</p> <p><input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment</p>	<p>Legal Department Reference</p> <p>Schedule "A"</p>	 <p>SAULT STE.MARIE</p> <p>Planning and Enterprise Services</p> <p>Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca</p> <p>This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</p> <p>0 5 10 20 Meters 1:5000</p> <p>N</p>
<p>Property Information</p> <p>Civic Address: 36 Wright Street Roll No.: 060007093010000 Map No.: 54 Application No.: A-3-20-Z Date Created: February 20, 2020</p>	<p>Legend</p> <p> Subject Property - 36 Wright Street  Parcel Fabric</p>	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-162

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 412 Second Line West and 236 Prentice Avenue (Pasquale Lento).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. 412 SECOND LINE WEST AND 236 PRENTICE AVENUE; LOCATED APPROXIMATELY 32M EAST FROM THE INTERSECTION OF SECOND LINE WEST AND PRENTICE AVENUE; CHANGE FROM R2 TO R3.S WITH A “SPECIAL EXCEPTION”

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 80 of Schedule “A” to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception”.

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(397) and heading as follows:

“2(397) 412 Second Line West and 236 Prentice Avenue

Despite the provisions of By-law 2005-150, the zone designation on the lands located approximately 32m east from the intersection of Second Line West and Prentice Avenue and having civic no. 412 Second Line West and 236 Prentice Avenue and outlined and marked “Subject Property” on the map attached as Schedule 397 hereto is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a “Special Exception” to permit two multiple attached buildings subject to the following provisions:

- 1) A 1.8 metre fence must be constructed along the east lot line.
- 2) A 2.4 metre fence must be installed between the subject property and 232 Prentice Avenue.”

3. SCHEDULE “A”

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

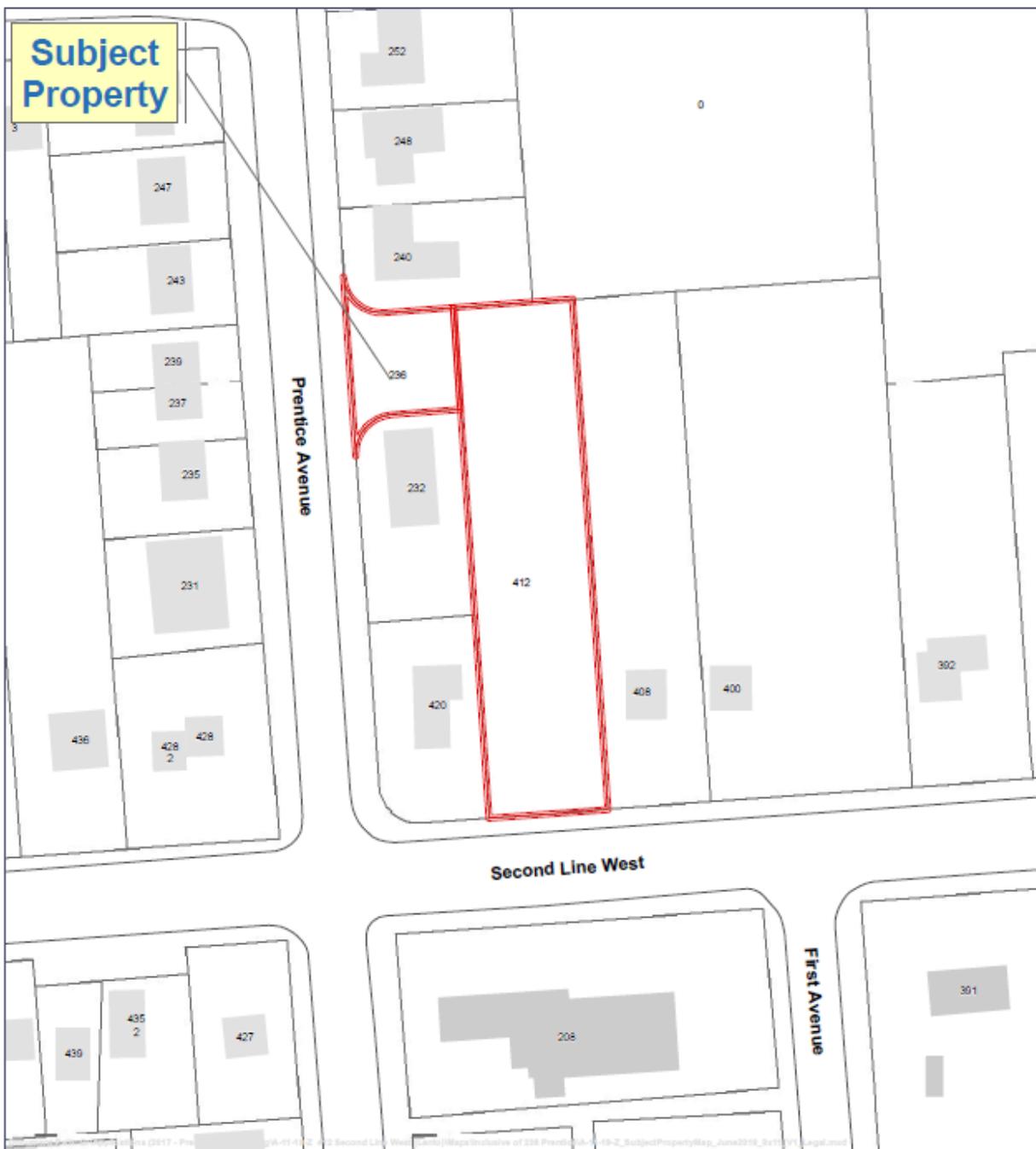
PASSED in Open Council this 14th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2020-162 AND
SCHEDULE 397 TO BY-LAW 2005-151



Application Map Series	Legal Department Reference	
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Schedule "A" 238 Prentice Avenue	 Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstmarie.ca 705-759-5368 planning@cityssm.on.ca
Property Information Civic Address: 412 Second Line West 238 Prentice Avenue Roll No.: 0800110800000000 0800110810100000 Map No.: 80 Application No.: A-11-18-Z Date Created: June 11, 2018	Legend  Subject Properties  Parcel Fabric	This map is for general reference only. Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983  

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-163

DEVELOPMENT CONTROL: A by-law to designate the lands located at 412 Second Line West and 236 Prentice Avenue an area of site plan control (Pasquale Lento).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. DEVELOPMENT CONTROL AREA

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. SITE PLAN POWERS DELEGATED

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. SCHEDULE "A"

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

4. PENALTY

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. EFFECTIVE DATE

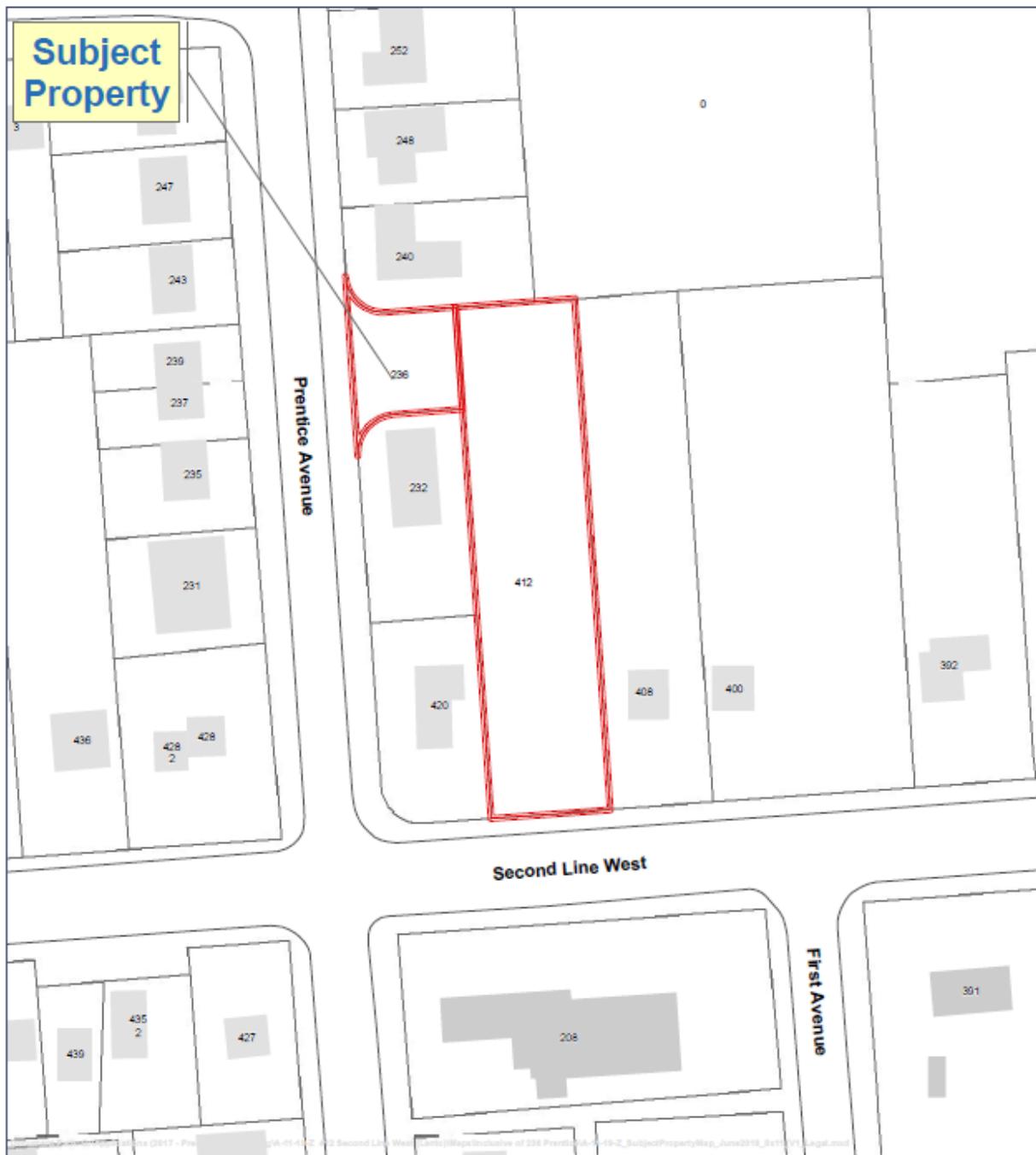
This by-law takes effect from the date of its final passing.

PASSED in open Council this 14th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2020-163



Application Map Series	Legal Department Reference	City of Sault Ste. Marie
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Schedule "A" Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarine.ca 705-759-5368 planning@cityssm.on.ca	 This map is for general reference only Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983
Property Information Civil Address: 412 Second Line West 238 Prentice Avenue Roll No.: 08001108000000 0800110810100000 Map No.: 88 Application No.: A-11-18-Z Date Created: June 11, 2018	Legend  	0 5 10 20 Meters N 1:1,000

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-164

PROPERTY ACQUISITION: (PR1.136) A by-law to authorize the acquisition of property located abutting the Gateway Site (Algoma Central Railway Inc.).

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. PROPERTY ACQUISITION

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

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 affix the seal of the Corporation to all documents required to complete the said acquisition.

3. SCHEDULE "A"

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

4. EFFECTIVE DATE

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

PASSED in open Council this 14th day of September, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

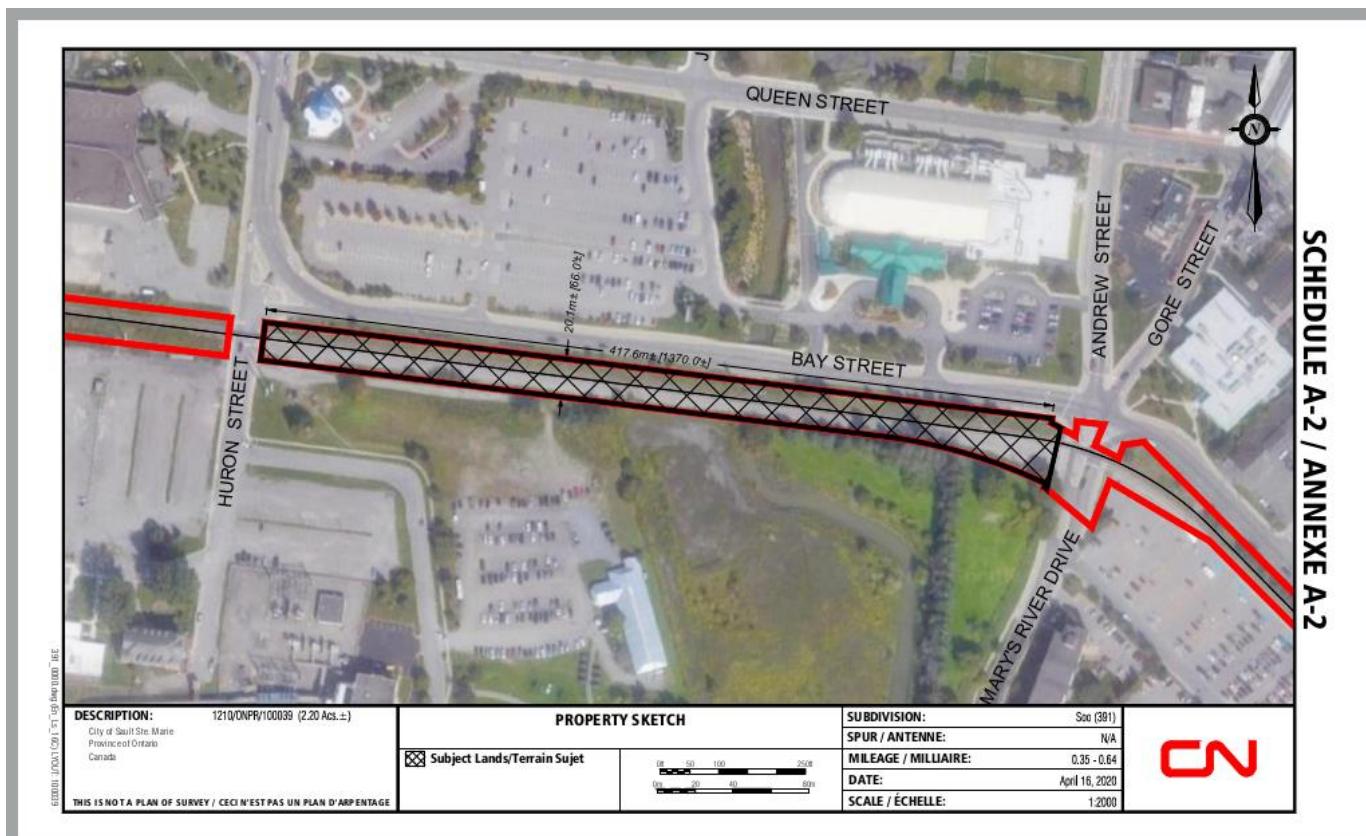
PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: Algoma Central Railway Inc.

ADDRESS: Abutting the Gateway Site

LEGAL DESCRIPTION: PIN: 31577-0059 PT HUDSON'S BAY COMPANY'S LANDS S/S PORTAGE ST PL TOWN PLOT OF SAULT STE. MARIE AS IN T21117 (PCL 14); SAULT STE. MARIE

CONSIDERATION: Three Hundred Thousand (\$300,000.00) Dollars (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-165

AGREEMENT: (P6.7) A by-law to authorize the execution of the Third Inter-Municipal Agreement Renewal between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Third Inter-Municipal Agreement Renewal dated August 10, 2020 between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services, a copy of which is attached as Schedule "A" hereto.

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 14th day of September, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THIRD INTER-MUNICIPAL AGREEMENT RENEWAL

THIS RENEWAL made this 10th day of August, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter referred to as "the City"

-and-

THE MUNICIPAL PARTNERS BEING:

The Town of Bruce Mines
The Township of Hilton
The Municipality of Huron Shores
The Township of Johnson
The Township of MacDonald, Meredith & Aberdeen Additional
The Township of Plummer Additional
The Township of Dubreuilville
The Village of Hilton Beach
Township of Jocelyn
The Township of Laird
The Municipality of Wawa
The Township of Prince
The Township of St. Joseph
The Corporation of the Town of Thessalon
The Township of Tarbutt & Tarbutt Additional
The Township of White River
Garden River First Nation
Batchewana First Nation of Ojibways

Hereinafter referred to as "Municipal Partners"

WHEREAS an Inter-Municipal Service Agreement dated May 14, 2001 (the "Agreement") was made between the City and the Municipal Partners in support of a Memorandum of Understanding for the transfer of service delivery for all court administration and court support functions under the *Provincial Offences Act* and prosecutions of matters under Parts I and II of the *Provincial Offences Act*;

AND WHEREAS the Parties agreed to the City of Sault Ste. Marie being the service delivery agent to effect a seamless transition of *Provincial Offences Act* court administration and to share the net revenues on a population basis among the Municipal Partners;

AND WHEREAS the Agreement has been renewed by the City and the Municipal Partners from time to time to allow for the continuous provision of services;

AND WHEREAS the most recent renewal of the Agreement was the Renewal of Inter-Municipal Agreement made the 23rd day of March, 2015 (the “2015 Agreement”), which renewed the Agreement for the period of five (5) years commencing on April 1, 2015 and ending on March 31, 2020;

AND WHEREAS Section 13 of the 2009 Agreement provides that the Parties hereto may amend the agreement on the written consent of the Parties thereto;

AND WHEREAS the Parties hereto agree and wish to renew the 2009 Agreement for a further period of five (5) years;

NOW THEREFORE the Parties hereto agree as follows:

1. The Parties hereto acknowledge and agree that Section 9 of the 2009 Agreement shall be amended, so as to cause the renewal of the 2009 agreement for a future period of five (5) years, commencing on April 1, 2020 and ending on March 31, 2025.
2. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have signed and sealed this renewal of the 2009 Agreement by their proper signing officers as of the date first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

CLERK – RACHEL TYCZINSKI

THE TOWN OF BRUCE MINES

MAYOR – LORY PATTERI

CLERK – DONNA BRUNKE

THE TOWNSHIP OF HILTON

REEVE – RODNEY WOOD

CLERK – VALERIE OBARYMSKYJ

THE MUNICIPALITY OF HURON SHORES

MAYOR – GEORGES BILODEAU

CLERK – DEBORAH TONELLI

THE TOWNSHIP OF DUBREUILVILLE

MAYOR – BEVERLY NANTEL

CLERK – SHELLEY B. CASEY

THE VILLAGE OF HILTON BEACH

MAYOR – ROBERT HOPE

CLERK – PEGGY CRAMP

TOWNSHIP OF JOCELYN

REEVE – MARK HENDERSON

CLERK – JANET BOUCHER

THE TOWNSHIP OF JOHNSON

MAYOR – BLAINE MERSEREAU

CLERK – CHRIS WRAY

**THE TOWNSHIP MACDONALD,
MEREDITH & ABERDEEN ADDITIONAL**

MAYOR – LYNN WATSON

CLERK – LYNNE DUGUAY

THE TOWNSHIP OF PLUMMER ADDITIONAL

MAYOR – BETH WEST

CLERK – VICKY GOERTZEN-COKE

THE TOWNSHIP OF ST. JOSEPH

MAYOR – JODY WILDMAN

CLERK – CAROL TRAINOR

THE TOWNSHIP OF LAIRD

MAYOR – DICK BEITZ

CLERK – PHYLLIS L. MacKAY

**TOWNSHIP OF MICHIPICOTEN
NOW THE MUNICIPALITY OF WAWA**

MAYOR – RON RODY

CLERK – CATHY CYR

THE TOWNSHIP OF PRINCE

REEVE – KEN LAMMING

CAO/ADMINISTRATOR – PEGGY GRECO

**THE TOWNSHIP OF TARBUCK &
TARBUCK ADDITIONAL**

MAYOR – LENNOX SMITH

CLERK – GLENN MARTIN

**THE CORPORATION OF THE
TOWN OF THESSALON**

MAYOR – BILL ROSENBERG

CLERK – ROBERT MacLEAN

GARDEN RIVER FIRST NATION

CHIEF ANDY RICKARD

COUNCILLOR CHESTER LANGILLE

COUNCILLOR BRANDI NOLAN

COUNCILLOR CAROLINE BARRY

COUNCILLOR RICHARD A. PINE

COUNCILLOR CINDY BELLEAU-JONES

BATCHEWANA FIRST NATION OF OJIBWAYS

CHIEF DEAN SAYERS

da LEGAL\STAFF\LEGAL\LEGAL\INTER MUNICIPAL AGREEMENT L1.16(7)\INTERMUNICIPAL AGREEMENT RENEWAL
MARCH 23 15.DOCX

THE TOWNSHIP OF WHITE RIVER

MAYOR - ANGELO BAZZONI

CLERK – TINA FORSYTH

COUNCILLOR JANINE ZACK

COUNCILLOR LESLIE ZACK-CARABALLO

COUNCILLOR KAREN BELL

COUNCILLOR MORLEY PINE

COUNCILLOR CRAIG J. SAYERS

COUNCILLOR CHRIS SOLOMON

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-166

AGREEMENT: (AG10) A by-law to authorize the execution of the Agreement between the City and Canadian Pacific to permit the City to maintain a welcome sign on Canadian Pacific's property.

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 August 4, 2020, between the City and Canadian Pacific, a copy of which is attached as Schedule "A" hereto. This Agreement is to permit the City to maintain a welcome sign on Canadian Pacific's property.

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 14th day of September, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

MASTER SIGN LICENSE AGREEMENT

TNMK6901401-05

THIS AGREEMENT, dated the August 4, 2020

BETWEEN:

CANADIAN PACIFIC
(hereinafter called collectively "**CP**")

— and —

THE CORPORATION OF SAULT STE. MARIE
(hereinafter called the "**Licensee**")

WHEREAS the Licensee has requested the right to construct, repair and maintain Advertising Displays on CP's property located in the Province of Ontario on condition that each location receive CP's approval and otherwise complies with the other conditions stipulated herein. For purposes of this agreement, "Advertising Displays" is defined as any structure with one or more faces, designed for advertising purposes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Permission

CP hereby grants to the Licensee permission to maintain Advertising Displays on CP property within the Province of Ontario, at the locations and in the respective numbers of structures and advertising faces shown on Schedule "A" attached hereto, and which forms part of this Agreement, in accordance with the terms and conditions set out herein. Schedule "A" may be amended from time to time to reflect removals or additions of new Advertising Displays which have been approved according to the terms and conditions set out in Clauses 8 and 9 hereof.

2. Compliance with Laws

The Licensee shall comply with all applicable fire, safety, health, and environmental laws and regulations including all safety, health and environmental requirements pursuant to any government permit, license or authorization ("Laws By-Laws, Rules and Regulations") or any governing body respecting the installation and use of Advertising Displays erected and maintained on CP property under the terms of this Agreement, and will save harmless and fully indemnify CP, its affiliates, subsidiaries, officers, employees, servants, agents and representatives (collectively, the "Railway Parties") from and against all loss, costs, damage and expense, of every kind or nature the CP Parties may suffer, be at or be put to by reason or in consequence of the noncompliance by the Licensee with such Laws, By-Laws, Rules and Regulations.

3. Access to CP Property

- a. In order to provide proper access to each Advertising Displays, CP hereby grants a non-exclusive right to the Licensee, at the Licensee's own risk and expense, to

enter upon CP's property and use any roads necessary to conduct their normal business as provided for herein; provided however that such right to access shall be effected at such time and in such manner as to not interfere with CP's operations in any respect. The railway reserves the right to change, modify or relocate any such access route at its discretion. It is agreed that CP is not obligated to maintain such routes.

- b. If, in CP's opinion, the presence of the Licensee's personnel on CP property poses a risk to CP's operations or operational efficiency, CP may ask the Licensee's personnel to leave the property and return at another time and Licensee shall comply with such direction immediately.
- c. ~~All individuals entering upon each respective property or the adjacent lands must have received safety training as may be required by CP. The Licensee shall cause its personnel, such as employees, agents, contractors, subcontractors and suppliers, to comply with security policies and any similar policies which may be adopted from time to time by CP.~~
- d. ~~Prior to entering CP property, the Licensee's personnel are required to inform CP that they are accessing CP's property by placing a call to the CP NOC at 1-800-678-7272 to inform the CPCC of the supervisor's name and contact phone number, number of personnel, eRailSafe badge numbers of said personnel, name of the Licensee, location being accessed, approximate amount of time they will be there and any equipment they are using.~~
- e. The Licensee shall be solely responsible for their personnel's safety during each access to CP's property pursuant to this Agreement. Without limiting the generality of the foregoing, the Licensee shall ensure that all of the Licensee's Personnel who may be working on CP's property are aware of and fully understand the CP Minimum Safety Requirements as attached in Schedule "B" (as amended or replaced from time to time).
- f. Any work performed by the Licensee that may require flagmen, inspectors or such other personnel as CP may deem appropriate, in its sole and absolute discretion, in accordance with the nature of the work to be performed. The cost of such flagmen or other personnel shall be at the Licensee's sole cost and expense. ~~CP acknowledges that is the intent of the Licensee to install fencing around the advertising structure and, as such, flagging requirements and costs are anticipated to be minimal.~~
- g. Fenced Enclosures. The Licensee may perform maintenance work on certain Advertising Displays to be determined by CP without requiring the presence of a CP employee to provide flagging protection. The Licensee shall be entitled to erect fenced enclosures following CP's review and approval of to-scale site and construction plans for each fenced enclosure.

Specifications. As a condition precedent to granting the authorization referred to above, CP shall be entitled to specify the precise dimensions, location and minimum distance from the nearest railway track, for each fenced location.

Construction. Construction and installation of the fenced enclosures and all subsequent maintenance work shall be at the sole cost and expense of the Licensee, with all construction, installation and maintenance of the fenced enclosures to be conducted in a workmanlike manner, in accordance with the highest standards of quality and care and in conformity with all applicable laws and regulations.

Removal. In the event that CP is required, by any competent regulatory authority or level of government, to remove, modify or relocate all or any portion of the fenced enclosures, for any reason whatsoever within their jurisdiction, such request shall be satisfied by the Licensee, at its sole cost and expense, no later than within seventy-two (72) hours of receiving notice of same from CP or any such competent regulatory authority or level of government (the "Cure Period"). In such event, the Licensee shall have no recourse against CP, including, without limitation, no right to the abatement, reduction, compensation or set-off of any rent or other amount payable by the Licensee pursuant to this Agreement. Should the Licensee fail to satisfy such a request within the Cure Period, CP shall be immediately entitled to remedy same at the sole cost and expense of the Licensee. Any costs, expenses, losses or damages incurred by CP due to the failure of the Licensee to comply within the Cure Period, to any request regarding the fenced enclosures by any competent regulatory authority or level of government, shall be reimbursed to CP upon demand.

- h. The Licensee may, upon the consent of CP, remove any vegetation on CP's property that may obstruct the view of the Advertising Displays, at the Licensee's expense. In this regard, the Licensee shall contact CP's representative in advance to arrange to enter onto CP's property. At CP's discretion, the presence of a CP employee to provide "flagging protection" may be required and all flagging costs are to be borne by the Licensee. The Licensee's employees, agents or subcontractors shall be required to sign a liability release form prior to commencing this work on CP's property. The Licensee shall be required to remove all vegetation cut from CP's property.

4. Assignment

The Licensee shall not assign, transfer or make any other disposition of this Agreement, or of the rights conferred thereby, without the prior written consent of CP, which consent may be withheld in CP's sole discretion. Notwithstanding the foregoing, the Licensee shall have the right to assign this Agreement, provide such assignment is done in the ordinary course of business, to any of its affiliates which are at least as solvent as the Licensee, without the written consent of CP, but subject to the prior notification of such assignment, transfer or disposition, to CP at least fifteen (15) days preceding its effective date.

5. Railway Removal of Advertising Displays

Should CP desire the Licensee to remove any of the Advertising Displays during the term hereof, CP shall give the Licensee ninety (90) days' notice, in writing, to that effect and upon receipt of such notice, the Licensee agrees to remove the said Advertising Displays from the property of CP and leave the property in a condition satisfactory to CP. If the Licensee defaults on this condition, CP may, at its election have the Advertising Display removed at the risk and expense of the Licensee.

6. Licensee Removal of Advertising Displays

Should the Licensee desire to remove any of the said Advertising Displays during the term hereof, the Licensee shall give CP ninety (90) days' notice, in writing, to that effect and remove said Advertising Display(s) within that period, leaving the property of CP in a condition satisfactory to CP. CP shall refund to licensee any rental paid in advance for the unearned portion.

7. If one or more Advertising Displays should be removed as per the conditions set out in Clause 5 and 6 above, the annual fee payable shall be reduced by the amount to be paid in respect of the Advertising Display(s) so removed in accordance with the rate schedule as set out in Clause 9 hereof.
8. The Licensee may, with consent of CP, erect and maintain Advertising Displays upon the following terms and conditions:
 - a. The Licensee shall submit to CP, the form of application and consent as established by CP from time to time, duly completed together with a "to scale" site plan showing the exact location of the Advertising Displays in reference to CP's tracks and property boundaries. Each site plan shall reference structural detail drawings, which the Licensee shall submit to CP upon execution of this Agreement and from time to time as they are amended.
 - b. If CP is prepared to consent to the application, in CP's sole discretion, the Licensee will receive written consent signed by an authorized officer of CP, as well as the site plan prepared by the Licensee showing the exact location of the Advertising Displays.
 - c. If written consent of CP is issued in response to the Licensee's proposed site plan, all terms and conditions of this Agreement shall apply to each authorized Advertising Display.
 - d. If CP is not prepared to grant its consent to an application, the Licensee will be informed in writing that the application has been refused.
 - e. The Licensee shall have six (6) months to erect the Advertising Display after receiving the necessary municipal permit. The Licensee will provide a copy of the municipal permit to CP. If an Advertising Display is not erected within this six (6) month period, CP will have the right to offer the location to another outdoor advertising firm. If one or more Advertising Displays are added to this Agreement, the annual fee shall be increased by an amount consistent with the rates as set

out in Schedule "A" hereof or as otherwise agreed to by the parties. Special displays and spectaculars will be rated on a site-specific basis.

- f. Upon completion of the construction of each Advertising Display, the Licensee shall submit to CP written confirmation approved and signed by a qualified professional engineer verifying the suitability of the design and construction methodology and that the Advertising Display has been constructed in accordance with the site plan approved by CP, together with a copy of the "as built" plans for the Advertising Display.

9. **Fees**

In consideration of the rights and privileges hereby granted, the Licensee shall pay to CP, in advance, on the first (1st) day of September in each year, during the continuance of this Agreement, an annual fee, in the amount of or amounts specified in Schedule "A".

- a. The Licensee agrees that Schedule "A" shall include all Advertising Displays faces, for which final CP approval has been granted.
- b. For each subsequent year of this Agreement, the annual rental fee for each Advertising Display will be increased by three (3%) percent.
- c. The Licensee will pay to CP, interest on all overdue amounts at a per annum aggregate rate equal to the prime rate of interest from time to time charged by any bank determined by CP to its prime commercial borrowers, plus four percent (4%), such rate to be compounded monthly. Such interest will be calculated from the due date until payment is made, the whole without the necessity of any demand being made therefore
- d. Notwithstanding the foregoing, if the Licensee is required to remove one or more Advertising Displays by virtue of new legislation or regulations instituted by any public authority with jurisdiction (and upon confirmation of such new legislation or regulations to CP), the Licensee may exercise its termination rights as described in Clause 6 hereof and CP agrees to repay any unearned portion of the prepaid annual fee from the date of removal until the end of such license year for such Advertising Displays at a rate equal to the per diem rate based on the Advertising Displays annual fee.
- e. All rents and other payments provided for in this Agreement shall be payable to "Canadian Pacific".

10. **Term**

This Agreement shall remain in full force and effect for a period of three (3) years from the effective date hereof being September 1, 2020, and terminating on August 31, 2023 hereof as provided for in Clause 9 hereof provided, however, this Agreement may be terminated at any time by CP upon not less than one hundred and twenty (120) days' written notice to the Licensee. CP shall refund to Licensee any rental paid in advance for the unearned portion.

11. Taxes

- a. CP agrees to pay, during the term hereof, all taxes and levies imposed by any competent authority relative to the land on which the Advertising Displays are located. Notwithstanding the foregoing, the Licensee agrees to pay all taxes and levies imposed by any competent authority relative to the existence of its Advertising Displays placed on CP's property, including, without limitation, the Goods and Services Tax applicable to the fees under this agreement. CP's HST/GST number is R100769694 and CP's QST number is 1000505257TQ0507.
- b. The Licensee agrees to pay all business taxes assessed against the Licensee or against CP by reason of the business of the Licensee carried on at the location or locations set out in Schedule "A" attached hereto.

12. Indemnity and Waiver

Except to the extent of CP's own negligence, Licensee shall be liable to CP for and shall indemnify and save harmless CP from and against any and all claims, suits, demands, awards, actions, proceedings, losses, costs, damages or expenses (including legal costs on a solicitor and own client basis) suffered or incurred by CP that arise out of or result or are attributable to any act or omission under this Agreement, or any breach of this Agreement, by the Licensee, or its subcontractors.

Except to the extent of CP's own negligence, Licensee shall make no claim or demand against CP for any injury (including death), claim, expense, loss or damage to property suffered or sustained by Licensee or any other person which arises out of or is connected with this Agreement or anything done or not done as required hereunder, or any other errors or omission of Licensee, and hereby waives as against CP all such claims and demands.

This section shall survive the expiration or termination of this Agreement and shall in no manner limit or restrict the liabilities and obligations of Licensee under this Agreement.

13. Insurance: Licensee shall, at its own expense, obtain and maintain during the Term, in a form and with an insurance company satisfactory to CP, policies of:

- (a) **Commercial General Liability (C.G.L.)** insurance with a limit of not less than Ten Million Dollars (\$10,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:
 - (i) CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

- (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
 - (iv) personal and advertising injury;
 - (v) broad form products and completed operations;
 - (vi) sudden and accidental pollution liability, if applicable;
 - (vii) contingent employers liability;
 - (viii) non-owned auto liability;
 - (ix) shall not exclude property damage due to explosion, collapse, and underground hazards; and
 - (x) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Licensee and used in regards to this Agreement.
- (c) If the installation and/or maintenance of the signboards involves excavation, **Contractor's Pollution Liability insurance**, including naming CP and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by Licensee. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.

(Collectively, the "**Insurance Coverage**").

If requested by Lessor, or by a third party acting on Lessor's behalf, the Licensee is to provide written advice from the Workers' Compensation Board of the Province for which the contract will be executed, evidencing that the Licensee has complied in all respects with the Workers' Compensation Act of that province.

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Clause.

The Insurance Coverage shall be endorsed to provide CP with not less than thirty (30) days written notice in advance of cancellation.

Licensee shall provide CP with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

Licensee shall provide a copy of the certificate(s) of insurance evidencing the above Insurance Coverage and CP may require Licensee to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Where Licensee maintains a registration with ISNetworld, or any similar organization(s) being utilized by CP for Contractor safety, security, and insurance compliance during the Term, Licensee shall send such certificate(s) of insurance or notice(s) to ISNetworld, or any similar organization(s) being utilized by CP for safety, security, and insurance compliance during the Term. For all other cases, such certificate(s) of insurance or notice(s) shall be sent via email to cprail@ebix.com or via fax to (770) 325-6378.

CP shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CP has waived its insurance requirements.

CP reserves the right to maintain the Insurance Coverage in good standing at Licensee's expense and to require Licensee to obtain additional insurance where, in CP's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, CP may, at its option, terminate this Agreement without notice.

14.

- a. The Licensee hereby accepts the land and premises pertaining to any advertising Displays on an "as is" basis and hereby waives against CP, all rights and recourses of any nature whatsoever in respect to any defects therein. CP makes no representation or warranty with respect to the condition, nature, composition, use (past, present or future) of such land and premises.
- b. The Licensee shall comply with the provisions of any federal, provincial or municipal environmental Laws, which during the continuance of this Agreement shall become applicable to the land and premises pertaining to any Advertising Displays. If any governmental authority exercising jurisdiction with respect to environmental protection requires, in respect to any Advertising Displays, certain measures to be taken; then the Licensee shall promptly take such measures as may be required by such governmental authority. The Licensee shall be solely responsible for the cost of all work carried out to comply therewith.
- c. Upon termination of this Agreement with respect to any Advertising Displays, the Licensee shall leave the land and premises pertaining thereto free of any environmental contamination resulting from the Licensee's occupation or use thereof. The Licensee shall have the burden of proving that any environmental contamination has not resulted from its occupation or use of such land premises.

in the event that the Licensee fails to comply with the above to the satisfaction of CP, CP may undertake any such work that it considers necessary to correct any environmental contamination which may have resulted from the Licensee's occupation or use of the land and premises pertaining hereto and all expenses incurred by CP, either directly or indirectly, shall be payable by the Licensee upon receipt of CP accounts therefor.

- d. The responsibility of the Licensee to CP with respect to these environmental obligations shall continue to be enforceable by CP notwithstanding the termination or expiry of this Agreement.
15. CP hereby reserves the right at all times and may, from time to time, upon written notice to the Licensee request the removal of any advertisement or poster which, in the reasonable opinion of CP, is of an offensive nature according to community standards, denigrates any persons or groups of persons, or is in any way detrimental to CP's interest. The Licensee hereby agrees to remove such advertisement within forty-eight (48) hours of receipt of such notice. Should the Licensee fail to do so, CP reserves the right to remove the advertisement at the risk and expense of the Licensee.
16. The Licensee agrees to remove, clean or repair any Advertising Displays damaged by vandalism, graffiti or mischief within ten (10) days of receiving notification of same.
17. With written consent from both parties, CP or the Licensee may enter into an agreement with a third party, for purposes of installing upon the Licensee's sign structure consumer Telecommunications equipment ("the equipment") provided that:
 - a. Such agreement is a license in nature and is secondary to and does not conflict with, the terms of this Agreement;
 - b. Such agreement provides the Licensee indemnification, to the Licensee's satisfaction, against liability for any of the third party's activity at the locations.
 - c. Such agreement neither conveys nor purports to convey any legal interest by the third party in the Licensee's sign structure except as strictly set out in the agreement, notwithstanding that the equipment may be attached to the sign structure and notwithstanding that the third party may use the sign structure to access the equipment.
 - d. Such agreement neither conveys nor purports to convey to the third party access to the Licensee's electrical equipment except as is strictly set out in the agreement.
 - e. The location of the equipment on the structure, whether such equipment is visible from the road or not be subject to the Licensee's approval;
 - f. In the event that such an agreement is entered, CP and the Licensee agree that each shall be entitled to an agreed upon percentage of the total compensation payable by the third party. For greater clarity, should the third party offer "other

consideration" in lieu of or in addition to monetary compensation, (e.g. assumption of utility expenses, taxes), such "other considerations" would be determined at market value and would be considered as part of the total compensation payable by the third party.

18. Notwithstanding any other provision of this Agreement, in the event that the Licensee fails to comply with any of the terms and conditions of this Agreement, CP shall have the right to terminate this Agreement in whole or in part on notification to the Licensee as follows: CP shall give to the Licensee written notice pursuant to Clause 20 setting out the details of such breach and CP's intent to cancel this Agreement in whole or in part. At the expiration of fifteen (15) days from the date of receipt of such notice, if the Licensee has failed to rectify the breach or to commence rectification of such breach in a reasonable and diligent manner that is acceptable to CP, CP may cancel this Agreement in whole or in part effective with further written notice to the Licensee. Upon such termination, the provisions of Clause 20 shall apply.
19. Any notice required to be given from one party to the other must be in writing and may be delivered either (i) in person, (ii) by overnight courier or (iii) registered mail to the following addresses:

If to CP:

CANADIAN PACIFIC

Building 1, 7550 Ogden Dale Rd. S.E.
Calgary, AB T2C 4X9
Attention: Manager, Real Estate
Email: James_bildfell@cpr.ca

If to the Licensee:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

99 Foster Drive, Civic Centre
Sault Ste. Marie, Ontario, P6A 5X6
Attention: Karen Fields, City Solicitor
Email: k.fields@cityssm.on.ca

Such notice shall be deemed to have been given or received by the other party: (i) on the date sent when sent by confirmed e-mail or, (ii) three (3) business days after being sent by registered mail to the address set forth in this Agreement. Notices may also be communicated by email, so long as such notice is also sent by one of the other means permitted above within one (1) day of such email transmission.

20. Upon the termination of this Agreement, the Licensee shall, within thirty (30) days of the effective termination date, remove all of the Advertising Displays, including any foundation thereof, covered by this Agreement from the property of CP leaving the said property in a condition satisfactory to CP, provided that if the Advertising Displays are not removed by the Licensee within the said thirty (30) days, then CP may either (i) remove them at the expense and risk of the Licensee or (ii) such Advertising Displays may be deemed abandoned and shall become the property of CP, and in either case the conditions embodies in Clause 13 hereof will remain applicable and effective until such time as all

work to be performed by or at the risk and expense of the Licensee, as provided in this Clause 20, has been carried out to the entire satisfaction of CP.

21. This Agreement cancels and supersedes all prior agreements pertaining to the Advertising Displays listed in Schedule "A".

22. Audit

Licensee shall keep and maintain true and correct books, records and accounts with respect to the performance of the Licensee's obligations pursuant to this Agreement, along with invoices and monthly summaries, for a period of seven (7) years after the Licensee ceases to operate under this Agreement. Licensee shall, upon the request of CP or its Consultants, make available and permit CP or its Consultants during such period to inspect, make copies of, and audit such records. If there is any revision to charges as a result of an audit, within thirty (30) days of audit, Licensee shall pay to CP the full amount of any credit or CP shall pay to Licensee the full amount of any shortfall as applicable. This section shall survive termination of this Agreement.

23. Confidentiality

a. Licensee shall:

- i. not make use of any CP Confidential Information for its own personal gain or for any purpose other than is required to perform its obligations pursuant to this Agreement;
- ii. not disclose any CP Confidential information to any person except Licensee's employees, consultants, subcontractors and agents who have a need to know such information consistent with the performance of Licensee's obligations pursuant to this Agreement, but only after such person has properly assumed obligations identical in principle to those in this Section and Licensee ensures that such person at all times complies with those obligations;
- iii. employ diligent efforts and exercise reasonable care to hold all CP Confidential information in the strictest confidence;
- iv. not use CP's name for any marketing or promotional purposes and not make any public announcements or disclosure in respect of this Agreement or Licensee's relationship with CP without first obtaining written consent from CP; and
- v. be liable to CP and indemnify CP in accordance with Section 12 for any breach of this Section by Licensee or its employees, consultants, subcontractors or agents.

b. Neither party shall:

- i. disclose the terms of this Agreement or amounts paid under it to any person without the other party's written consent, except to a party's employees, professional advisors and insurers who have a need to know such information, but only where the party ensures that such persons are under obligations of confidentiality identical in principle to those in this Section; or
- ii. disclose the terms of this Agreement or amounts paid under it, except in accordance with this Agreement and except as required by law, provided

that the party from whom disclosure is demanded pursuant to law shall promptly notify the other party of such demand so that the other party has an opportunity to oppose the production.

For the purposes of this Agreement, “**CP Confidential information**” shall mean: any and all information, material, or data disclosed to Licensee by CP or its affiliates, or obtained by Licensee in connection with performing its obligations in this Agreement, whether orally, or in any written, magnetic, or electronically recorded form, or by drawings, or inspection of parts or equipment, and including without limitation:

- (a) information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, or marketing nature relating to the business operations of CP;
- (b) any information supplied by CP that is clearly marked “Confidential”;

but not including information in the public domain or information that at the time of disclosure was already known to Licensee on a non-confidential basis.

The parties agree that any violation of this Section is a material breach and that CP may avail itself of any legal or equitable remedies available in the event of such breach.

This Section shall not be replaced or modified by any terms contained elsewhere in this Agreement, including any schedules attached hereto or purchase orders issued in accordance with this Agreement.

This Section shall survive the expiration or termination of this Agreement.

24. **Binding Effect:** This Agreement shall be binding upon and enure to the benefit of each of CP and the Licensee and their respective successors and permitted assigns.
25. **Code of Business Ethics:** Licensee undertakes, as a condition of its engagement, to adhere to principles and standards of business conduct consistent with those set forth in CP’s Code of Business Ethics, which is available for viewing at www.cpr.ca.
26. **No Waiver:** Neither party shall be deemed to have waived the exercise of any right that it holds pursuant to this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.
27. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province under which the Advertising Displays are located and the laws of the Canada applicable therein, excluding any conflict of laws rules that may apply therein. The parties hereby waive any right to a trial by jury.
28. **Time of the Essence:** Time shall be of the essence in this Agreement.

29. **Entire Agreement; Invoice Terms of No Effect:** This Agreement constitutes the entire agreement of the parties concerning its subject matter and no other representation, warranties or agreements, either oral or written, shall be binding upon the parties with respect to the subject matter. This Agreement supersedes and invalidates all prior agreements, understandings, negotiations, representations and warranties, whether oral or written, with respect thereto.
30. **Amendment:** This Agreement may not be varied, modified, amended, supplemented, or replaced except by written agreement executed by all parties to this Agreement.
31. **Counterparts:** The parties may execute this Agreement in separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective delivery of this Agreement and may be used in lieu of the original Agreement for all purposes.

(The next page signatory page)

IN WITNESS WHEREOF, these presents have been duly executed on behalf of the parties hereto on this _____ day of _____, 2020.

WITNESS:

CANADIAN PACIFIC

By: _____

Name: _____

Title: _____

I have the authority to bind the corporation

WITNESS:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

By: _____

Name: Christian Provenzano

Title: Mayor

I have the authority to bind the corporation

By: _____

Name: Rachel Tyczinski

Title: City Clerk

MASTER SIGN LICENSE AGREEMENT
SCHEDULE "A"
List of Advertising Displays

CANADIAN PACIFIC TNMK 6901401-05 CITY OF SAULT STE. MARIE SCHEDULE 'A'									
CP License #	Location Description	Municipality	Province	Subdivision	Mile	Payment Frequency	Sept 2020	Sept 2021	Sept 2022
TNMK 6901401-05	Trunk Rd. ns - Sault Welcome Sign	Sault Ste. Marie	ON	Webbwood	174.21	Annual	\$782.87	\$806.36	\$830.55
					Total		\$782.87	\$806.36	\$830.55

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-167

TRAFFIC: (T2) A by-law to amend Schedule "A" of Traffic By-law 77-200.

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

1. SCHEDULE "A" OF BY-LAW 77-200 AMENDED

Schedule "A" of By-law 77-200 is amended by deleting the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
"Goulais Avenue	west	Wallace Terrace	Second Line Road	0600 hrs. to 0900 hrs. 1230 hrs. to 1700 hrs.
Goulais Avenue	east	Wallace Terrace	Second Line Road	1500 hrs. to 1800 hrs.
Korah Road	east	Devon Road	91 m south of Devon Rd.	any time
Korah Road	east	Douglas Street	125 m north of Douglas St.	any time
Korah Road	west	Second Line Road	30 m south of Connaught Ave.	any time
Korah Road	west	Douglas Street	40 m north of Douglas Street	any time
Lake Street	east	69m north of C.P.R. property	south limit of MacDonald Ave.	any time
Lake Street	east	46 m north of Wellington St.	15 m south of Wellington St.	any time
Lake Street	west	Creery Avenue	Trunk Road	Nov. 1 st to Apr. 30th
Lake Street	west	MacDonald Avenue	Creery Avenue	any time

North Street	east	Bainbridge Street	Second Line Road	1130 hrs. to 1200 hrs. 130 hrs. to 1530 hrs. Saturdays, Sundays and holidays excepted
North Street	east	Cathcart Street	Northern Avenue	any time
North Street	east	Second Line	Niagara Drive	any time
North Street	west	Second Line	north limit of Kiewedin School	any time
North Street	west	St. Andrews Terrace	49 m north of St. George's Ave.	any time
North Street	west	Walnut Street	Strand Avenue	any time
North Street	west	south limit of Civic 571	north limit of Civic 571	any time
Pine Street	east	45 m south of Pleasant Dr.	164 m south of Pleasant Dr.	0900 hrs. to 1630 hrs. 1830 hrs. to 2000 hrs. Mon. to Fri. Sept 1 st to April 30 th
Pine Street	east	Queen Street	Wellington Street	any time
Pine Street	east	McNabb Street	Willoughby Street	any time
Pine Street	east	MacDonald Ave.	9 m south of Cunningham Rd.	any time
Pine Street	east	Pleasant Dr.	Northern Avenue	0830 hrs. to 1000 hrs. 1230 hrs. to 1400 hrs. Sept. 1 st to June 15 th Sat., Sun. & holidays excepted
Pine Street	east	Wellington East	MacDonald Avenue	any time
Pine Street	west	Wellington East	North limit of C.P.R. property	any time
Pine Street	west	Ontario Avenue	MacDonald Avenue	any time
Pine Street	west	McNabb Street	210 m north of McNabb St.	any time

Pine Street	west	210m north of McNabb St.	North limit of Civic No. 811 Pine St.	any time
Pine Street	west	Willoughby Street	Northern Avenue	any time
Pine Street	west	6 m north of driveway at No. 89 Pine Street	6 m south of driveway at No. 89 Pine Street	any time
Pine Street	west	Wellington Street	37 m south Wellington St.	any time
Willow Avenue	east	McNabb St	46 m north of McNabb St.	any time
Willow Avenue	east	46m north of McNabb St.	Chapple Avenue	0800 hrs. to 1800 hrs. Monday - Friday
Willow Avenue	east	Northern Avenue	Willoughby Street	any time
Willow Avenue	west	McNabb Street	Northern Avenue	any time"

Schedule "A" of By-law 77-200 is amended by adding the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
"Goulais Avenue	both	Wallace Terrace	Second Line Road	any time
Korah Road	east	Douglas Street	Cheshire Road	any time
Korah Road	west	Douglas Street	Henry Street	any time
Lake Street	both	Wellington Street	McNabb Street	any time
Lake Street	east	Wellington Street	15m south of Wellington St.	any time
MacDonald North Street	both east	Pine Street St. George's Avenue	Lake Street Niagara Drive	any time any time

North Street	west	St. George's Avenue	Millennium Court	any time
North Street	east	Cathcart Street	St. George's Avenue	any time
North Street	west	St. Andrews Terrace	St. George's Avenue	any time
Pine Street	both	Queen Street	Northern Avenue	any time
Willow Avenue	both	McNabb St.	Northern Ave.	any time"

2. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 14th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-168

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Avery Construction Limited for the Northern Community Centre Multi-Use-Path/Bridge Project.(Contract 2020-11E).

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 14, 2020 between the City and Avery Construction Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is for the construction of the Northern Community Centre Multi-Use-Path/Bridge Project. (Contract 2020-11E)

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 14th day of September, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2020-11E

FORM OF AGREEMENT

This Agreement made (in triplicate) this 14th day of September in the year 2020 by and between
Avery Construction Limited, hereinafter called the "Contractor"

AND

The Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

MULTI-USE PATH CONTRACT 2020-11E

Which have been signed in triplicate by both parties and which were prepared under the supervision of Don Elliott, P.Eng., Director of Engineering acting as and herein entitled, the Corporate Representative.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, the Drawings and Addenda 1 and 2.
3. The Contractor will complete all the work to the entire satisfaction of the Corporate Representative within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the 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 Corporation shall pay the Contractor for work that is ordered in writing by the Corporate Representative 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.
6. The Contractor shall completely indemnify and save harmless the Corporation, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Corporation, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Corporation is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC

Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Corporate Representative 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 Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON.
P6A 5X6

THE CONTRACTOR: Avery Construction Limited
940 Second Line West
Sault Ste. Marie, ON
P6C 2L3

THE CONTRACT ADMINISTRATOR: STEM Engineering Group
875 Queen Street East, Suite 2
Sault Ste. Marie, ON.
P6A 2B3

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 - CHRISTIAN PROVENZANO

(seal)

CITY CLERK – RACHEL TYCZINSKI

THE CONTRACTOR

Avery Construction Limited

Company Name

(seal)

signed

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-169

REGULATIONS: (R1.1) A by-law to exempt the wedding of Kaili Morano at 424 Fourth Line West on September 18, 2020 from 11:00 a.m. to 1:00 a.m. from Noise Control By-law 80-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. EXEMPTION FROM NOISE CONTROL BY-LAW

Despite the provisions of By-law 80-200 the noise associated with the wedding of Kaili Morano on September 18, 2020 from 11:00 a.m. to 1:00 a.m. is deemed not to be in violation of By-law 80-200.

2. EFFECTIVE DATE

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

PASSED in open Council this 14th day of September 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-170

INSURANCE: A by-law to authorize the approval of the Builders Risk Insurance costs for the West End Sewage Treatment Plant Phase 1 upgrades.

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. INSURANCE

The Mayor and Council hereby authorize the approval of the Builders Risk Insurance costs for the West End Sewage Treatment Plant Phase 1 upgrades, a copy of the invoice is attached as Schedule "A" hereto.

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 14th day of September, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

**Algoma
Insurance
Brokers**

Head Office
855 Queen Street East
Sault Ste. Marie, ON P6A 2B3
T: (705) 949-6555

Thessalon Office
201A Main St., P.O. Box 550
Thessalon, ON P0R 1L0
T: (705) 842-3240

ALGOMA INSURANCE BROKERS LIMITED
www.algomains.com
info@algomains.com
TF: (888) 525-4662

The Corporation of the City of Sault Ste Marie
PO Box 580 Stn Main
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

Account Policy	020785 1000597101201; 1000024434201
Date Page	August 04, 2020 1

Account Executive

DiCandia CAIB, Carlo

Account Representative

Tracey, Paolucci CAIB

Please detach and return with payment

Invoice

Insured's Name	Policy Number	Policy Period
The Corporation of the City of Sault Ste Marie	1000597101201; 1000024434201	2020/07/27 – 2022/07/27

Transaction Type	Effective	Company	Description	Amount
New Business	2020/07/27	AON Reed Stenhouse Inc.	Builders Risk - West End Wastewater Treatment Plant	\$ 145,000.00
			Wrap Up Liability – West End Wastewater Treatment Plan	35,000.00
			Provincial Sales Tax 8%	14,400.00

Please remit payment by August 27, 2020. Thank you. /tlp

Invoice Total

\$ 194,400.00

E-TRANSFER PAYMENTS ARE NOW AVAILABLE! (for Canadian institutions only)
PLEASE MAKE ALL CHEQUES PAYABLE TO ALGOMA INSURANCE BROKERS LIMITED.

Thank you

Your premium is due on the effective date of policy. All Balances outstanding for 30 days or more shall carry a service charge of 1 ½% per month (18% per annum).	Date
	August 04, 2020

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-171

PROPERTY ACQUISITION: (PR1.119) A by-law to authorize the acquisition of property located at 89 Hudson Street (598096 Ontario Limited - Trahan).

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. PROPERTY ACQUISITION

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

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 affix the seal of the Corporation to all documents required to complete the said acquisition.

3. SCHEDULE "A"

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

4. EFFECTIVE DATE

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

PASSED in open Council this 14th day of September , 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: 598096 Ontario Limited

ADDRESS: 89 Hudson Street

LEGAL DESCRIPTION:

PIN 31578-0239 (LT) LT 14-18 PL 1850 ST. MARY'S; PT LT 13 PL 1850 ST. MARY'S; PT LANE PL 1850 ST. MARY'S CLOSED BY T192883 PT 9 1R4122 & PT 1 1R4447; SAULT STE. MARIE; and

PIN 31578-0278 (LT) PT LT 17 N/S PORTAGE, PT LT 18 N/S PORTAGE TOWN PLOT OF ST. MARY'S; LT 19-22 PL 1850 ST. MARY'S; PT LANE PL 1850 ST. MARY'S CLOSED BY T192883 BEING PT 1 1R11724; SAULT STE. MARIE.

CONSIDERATION: Three Hundred Fifty Thousand (\$350,000.00) Dollars (subject to usual adjustments)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-172

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for the provision of engineering services associated with the conducting of a Municipal Class Environmental Assessment for the relocation of the Downtown Bus Terminal.

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 August 26, 2020 between the City and Tulloch Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of engineering services associated with the conducting of a Municipal Class Environmental Assessment for the relocation of the Downtown Bus Terminal.

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 14th day of September, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

2017



Consulting Engineers of Ontario (CEO)
in partnership with the
Municipal Engineers Association (MEA)



The Corporation of the City of Sault Ste. Marie
Relocation of Downtown Bus Terminal Class
Environmental Assessment

Table of Contents

DEFINITIONS.....	- 4 -
ARTICLE 1 - GENERAL CONDITIONS.....	- 5 -
ARTICLE 2 – SERVICES TO BE PROVIDED	- 12 -
ARTICLE 3 - FEES AND DISBURSEMENTS	- 13 -
ARTICLE 4 – FORM OF AGREEMENT	- 16 -
ARTICLE 5 – ATTACHMENTS	- 17 -

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 26th day of August, 2020

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

TULLOCH ENGINEERING INC.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the City is the owner and operator of the lands and premises subjected to the study;

AND WHEREAS the Engineer has agreed to furnish the Professional Services as requested to conduct a Municipal Class Environmental Assessment for the relocation of the downtown bus terminal;

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

DEFINITIONS

1. Engineer

In this Agreement, the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

2. Services – As detailed in Article 2 of this agreement and the Engineer's proposal dated August 19, 2020 which is included in Article 5 of this agreement.

3. RFP – The “Request for Proposal – Engineering Services – Relocation of Downtown Bus Terminal Class Environmental Assessment” issued by the Corporation of the City of Sault Ste. Marie and included in Article 5 of this agreement.

4. Addenda – Two (2) (August 4, 2020 & August 12, 2020)

5. Order of Precedence:

- i. Addendums
- ii. Request for Proposal issued
- iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Client hereby retains the services of the Engineer to complete the Professional Services for the Project. The Engineer has determined in its sole discretion, the nature and type of Professional Services, including but not limited to the reports, investigations, calculations and assessments necessary to complete the Project and has not been directed or restricted in any way by the Client as to the nature of and type of work required to complete same. The Professional Services provided by the Engineer for the Project are as described in Article 2.

1.2 **Compensation**

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

1.3 **Staff and Methods**

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

1.4 **Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents and the report(s) prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client shall have ownership of the Engineer's drawings and report(s) and the Client indemnifies the Engineer for unauthorized use of the documents and deliverables. The Client shall not share the drawings and documents or copies thereof with any individuals other than the Client.

1.5 **Intellectual Property**

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

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

1.6 **Records and Audit**

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

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- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.
- e) The Engineer shall provide the Client with a copy of all financial records for the Project, including but not limited to time sheets, records of expenses and disbursements, receipts, and accounts upon request.

1.7 Changes and Alterations and Additional Services

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

The Engineer shall promptly advise the Client if there are any requests to delete, extend, increase, vary or otherwise alter the Professional Services forming the subject of the Agreement.

1.8 Delays

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

1.9 Suspension or Termination

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

The Engineer shall promptly advise the Client if the Professional Services are suspended or terminated for any reason. If the Engineer is practicing as an individual and dies before his Professional Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Professional Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 Indemnification

The Engineer shall indemnify and hold harmless, and defend the Client, and their respective officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Client and against all losses, liability, judgments, claims, suits, demands or expenses which the Client may sustain, suffer or be put to resulting from or arising out of the Engineer's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement. This indemnification shall include any legal costs incurred by the Client on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the Client resulting from the actions of the Engineer.

1.11 Insurance

The Engineer shall maintain such insurance as will protect the Engineer and Client from all claims for damage or loss, or personal and bodily injury, including death, and from all claims of property damage on an occurrence basis which may arise from their operations under this Agreement. To this end, the Engineer shall maintain the following:

a) Comprehensive General Liability and Automobile Insurance

The Engineer shall provide the Client with a Certificate of Insurance certifying General Liability Insurance (including Blanket Contractual Liability, Premises and Operations Liability, Personal Injury Liability, and Non-Owned Automobile Liability) for a minimum of Five Million (\$5,000,000.00) Dollars per occurrence, and Automobile Liability Insurance for owned, hired and non-owned vehicles with an inclusive limit of not less than Two Million (\$2,000,000.00) per occurrence. The Client shall be added and shown as an Additional Insured in the said Certificate of Insurance.

b) Professional Liability Insurance

The Engineer shall provide the Client with a Certificate of Insurance certifying Professional Liability Insurance in an amount not less than One Million (\$1,000,000.00) Dollars per claim, covering services or activities that are professional in nature and excluded under the Commercial General Liability Policy. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, Professional Services in connection with the Project. The Client agrees that the Engineer shall have a maximum liability exposure of One Million (\$1,000,000.00) Dollars of Professional Liability for the Professional Services covered under this Agreement.

The policy shall be maintained continuously during the term of this Agreement and for at least two (2) years after the termination or expiration of this Agreement and shall cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to render the Professional Services in connection with the Project. If coverage under the Policy is cancelled within the two (2) year period after the termination or expiration of this Agreement, the Engineer shall forthwith provide the Client with notice and the Engineer shall be required to purchase an extended reporting endorsement to confirm that coverage is maintained.

The Engineer shall provide the Client with proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

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

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

1.12

Force Majeure

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its Professional Services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 Contracting for Construction

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 Assignment

No party may assign this Agreement or any portion thereof without the prior consent in writing of the other parties.

1.15 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client, and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Professional Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Professional Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, which is independently developed by the Engineering without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

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The parties hereto acknowledge and agree that this Dispute Resolution paragraph only applies to any disputes that may arise during the completion of the Professional Services (ie. to clarify the work, etc.) and regarding payment for same. This paragraph does not apply to any dispute, claim, demand, loss, costs, damages, suits or proceedings brought as a result of the Professional Services rendered for the Project, including but not limited to the Engineer's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed by the Engineer, its agents, officials and employees, and to that end, the Engineer acknowledges and agrees that the Client may pursue any legal remedies available at law in any applicable forum.

- 1) Negotiation
 - a) In the event a matter of difference between the Engineer, Client in relation to the Agreement the grieved party shall send a notice in writing of dispute to the other parties which contains the particulars of the matter in dispute and the relevant provisions of the Agreement. The responding part(ies) shall send a reply in writing to the dispute to the other parties within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Agreement.
 - b) The Engineer, Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
 - c) In the event of failure by the Engineer, Client to reach agreement within ten (10) business days of receipt of each responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation
 - a) The Engineer, Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Agreement. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
 - b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Engineer, Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
 - c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer, Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon any party unless all parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
 - d) If no agreement is reached either party may refer such matter to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
 - e) All meetings and proceedings shall be held in the City of Sault Ste. Marie, Province of Ontario or a reasonable alternate at a time and location as determined by the parties.
 - f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Engineer and Client shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the three (3) arbitrators so chosen shall select an arbitrator acceptable to them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the City of Sault Ste. Marie or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the Client and Engineer shall share equally in the costs and expenses of the neutral arbitrator.
 - vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

1.22

Time

The Engineer shall perform the Professional Services in accordance with the requirements of the Request for Proposal in Article 5 and shall complete any portion or portions of the Professional Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Professional Services.
- b) A Schedule showing an estimate of the portion of the Professional Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).
- d) The Engineer shall promptly advise the Client if any changes as set out herein are requested and made.

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 **Additional Conditions**

The Engineer agrees to maintain compliance with the requirements of the City's Contractor Pre-Qualification Program for the duration of onsite work on this Contract.

ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Services to be provided by the Engineer

Services to be provided by the Engineer are as detailed in the RFP and the Engineer's proposal and include the following:

- Municipal Class Environmental Assessment (Schedule B) identifying alternatives for the relocation of the Sault Ste. Marie Downtown Bus Terminal;
- Public Information Centre (PIC); and,
- Municipal Class Environmental Assessment Project File Report.

2.2 Services to be provided by the Client

Services to be provided by the Client are as detailed in the RFP and the Engineer's proposal and include the following:

- Provision to the Engineer any previous drawings, reports and/or investigations relevant to the assignment;
- Access to the place of the Work based on reasonable notice from the Engineer; and,
- General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment (*Strike out those that do not apply*)

3.2.1 Fees Calculated on a Percentage of Cost Basis

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

CALCULATION OF FEE

<u>TYPE OF SERVICE</u>	<u>PERCENTAGE</u>

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Grade: _____ Hourly Rate: _____

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Lump Sum Fee

3.2.3.1 Lump Sum Fee Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses in accordance with the Engineer's Proposal included in Article 5.
- b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in Engineer's Proposal. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 12% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.
- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.
- d) HST will be added to the Lump Sum Price.

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

3.2.5 Upset Cost Limit

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long-distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$ _____ plus applicable taxes made up as follows:

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

3.3 Payment

3.3.1 NA

3.3.2 NA

3.3.3 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12% per annum.

ARTICLE 4 – FORM OF AGREEMENT

TULLOCH ENGINEERING INC.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This 26 Day of August, 2020

Signature	
Name	Larry Jackson
Title	General Manager

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

This _____ Day of _____, 20_____

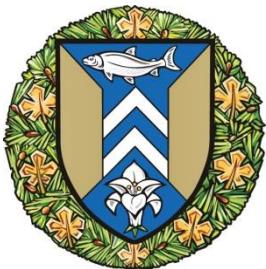
Signature		Signature	
Name		Name	
Title		Title	

ARTICLE 5 – ATTACHMENTS

Request for Proposal and TULLOCH Engineering Inc. Proposal dated August 19, 2020

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



*Corporate Services
Finance Department
Purchasing Division*

*Tim Gowans
Manager of Purchasing*

Request for Proposal

Engineering Services – Relocation of the Downtown Bus Terminal Class Environmental Assessment, Sault Ste. Marie, ON

SECTION 1

INFORMATION TO PROPONENTS

1.1 Introduction

The City of Sault Ste. Marie is requesting proposals from Vendors of Record (VOR) within the Linear Infrastructure Category to provide engineering services associated with conducting a Class Environmental Assessment concerning relocation of the Downtown Bus Terminal located at the northwest corner of Dennis and Queen Street to the Transit Facility site located at 111 Huron Street, Sault Ste. Marie, ON.

The scope of the project is to complete the EA study in accordance of the Municipal Class EA process. Other items as may be reasonably assumed to form part of the scope of work shall be included.

1.2 Date, Place and Methodology for Submitting Proposals

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until Thursday, August 13, 2020 at 4:00 p.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

Electronic submissions must be sent to the following email address:

Proposals.Purchasing@cityssm.on.ca

with this subject line:

**Proposal – Electronic Submission – Engineering Services – Relocation of the
Downtown Bus Terminal Class Environmental Assessment (2020CDE-CS-TR-01-P)**

Request for Proposal (cont'd)

Engineering Services for Relocation of the Downtown Bus Terminal Class Environmental Assessment

Electronic submissions must be in pdf format (either native or compressed (zipped)) only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Proposal are limited to 10 MB or less. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Bidders should recognize that delays may develop during delivery of electronic submissions of a Proposal and submit their Proposal well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **immediately upon request only** by mail, courier or hand delivery.

Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.

Printed submissions must be sealed in an envelope or package properly marked as to contents ("Engineering Services – Relocation of the Downtown Bus Terminal Class Environmental Assessment (2020CDE-CS-TR-01-P)") and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to ten (10) pages, single sided including appendices; including the Letter of Introduction. **The Letter of Introduction (required) must affirm that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as "**Original**" and three (3) sets marked as "**Copy**".

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

The Contact Person for this RFP is Ms. Nicole Maione; Manager, Transit and Parking – Community Services; telephone 705-759-5434; email n.maione@cityssm.on.ca.

Request for Proposal (cont'd)

Engineering Services for Relocation of the Downtown Bus Terminal Class Environmental Assessment

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

1.3 Errors, Omissions, Clarifications

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email only** to Ms. Nicole Maione; Manager, Transit and Parking – Community Services; telephone 705-759-5434; email n.maione@cityssm.on.ca.

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email t.gowans@cityssm.on.ca.

1.4 Withdrawal/Decline of Proposal

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

1.5 Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

1.6 Proposal Evaluation

The successful proponent will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process:

- 1) Consulting team's ability outlining corporate profile in municipal class environmental assessments related to transit and building infrastructure;
- 2) Qualifications and experience of the Project Manager, senior engineers and key members of the project team, including sub-consultants, with the estimated number of days that they will be committed to the project;

Request for Proposal (cont'd)

Engineering Services for Relocation of the Downtown Bus Terminal Class Environmental Assessment

- 3) Relevant past experience on similar projects with particular reference to the Municipal Class EA process, Transit infrastructure and building renovation;
- 4) Detailed proposed work program, methodology and understanding;
- 5) A detailed schedule recognizing critical deliverables, progress meetings and timelines;
- 6) A fee schedule (showing HST as extra) indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall be limited by a fee estimate, including travel disbursements, which the consultant will include in its proposal for all work up to and including the completion of the EA. No further payment will be made above this figure unless authorized, in advance, by the City. The successful consultant will be required to enter into a standard MEA/CEO agreement for engineering services. These terms of reference will form part of that agreement. At this time, the City estimates this project cost will be approximately \$20,000 plus HST;
- 7) Proponents are required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

Request for Proposal (cont'd)

Engineering Services for Relocation of the Downtown Bus Terminal Class Environmental Assessment

1.7 Site Inspection and Requirements of Work

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

At this time, Site Inspections should be conducted only if deemed necessary by a Proponent in order to submit a Proposal for these services. The Site Inspection may be scheduled by contacting Ms. Nicole Maione; Manager, Transit and Parking – Community Services; telephone 705-759-5434; email n.maione@cityssm.on.ca. The date and time of the Site Inspection should be noted in the Proposal document as submitted.

Important: Please refer to the City's Guidelines for Site Visits attached at the end of the RFP.

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe; Health & Safety Coordinator; telephone 705-759-5367; or by email to a.iacoe@cityssm.on.ca. Failure to comply with the requirements of this Program will result in loss of the contract.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

1.9 Schedule

- (A) Release of RFP: July 29, 2020
- (B) Submission of Proposal: August 19, 2020
- (C) Recommendation of Award: August 2020
- (D) Signature of Agreement: September 14, 2020
- (E) Commencement of Services: September 2020
- (F) Completion of the Study: December 14, 2020 (or sooner)

The City reserves the right to alter the scheduling of items "C" to "F". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

Request for Proposal (cont'd)

Engineering Services for Relocation of the Downtown Bus Terminal Class Environmental Assessment

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

Request for Proposal (cont'd)

Engineering Services for Relocation of the Downtown Bus Terminal Class Environmental Assessment

1.14 Indemnification

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, losses, costs and damages by reason, of or arising out of improper field inspection practices in connection with this Agreement by the Proponent, or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

SECTION 2

TERMS OF REFERENCE

2.1 Background

The City of Sault Ste. Marie Transit owns and operates the transit facility terminal at 160 Queen Street East (NW corner of Queen St E and Dennis Street). This building was built in 1983 and serves as a main transfer and layover stop for buses, operators and passengers. It provides washroom and lunch facilities for transit staff, as well as public washroom, concession and indoor space for passengers. The terminal is located 900 meters from the Transit Centre at 111 Huron Street. The transit terminal is the main starting and end locations of all bus routes, and bus drivers need to be shuttled to and from the terminal during shift change, as well as deadhead to and from the terminal at the start and end of the day. There are increasing concerns about public safety, operational presence and accessibility at the Terminal.

This building has reached the end of its useful life and the City is considering relocating the transit terminal to the Transit Centre at 111 Huron Street with the goal of improving communication, accessibility and oversight at the terminal. The EA study should consider both the relocation of the building facilities and the parking lot layout to accommodate bus operation.

Request for Proposal (cont'd)

Engineering Services for Relocation of the Downtown Bus Terminal Class Environmental Assessment

2.2 Existing Documentation

The following documents are available for background information. It will be up to the Proponent to become familiar with the details of the following documents, as required:

1. Transit Optimization Study - This document is a 2018 comprehensive operational review of the conventional transit service as well as an asset management plan for transit;
2. Building drawings for 111 Huron Street;
3. Transit Relocation Feasibility Study – Class Environmental Assessment, June 17, 2017 – This Class EA is a study of the areas located around 128 Sackville Road and properties that surround the Transit facility at 111 Huron Street. Included in the study are four (4) alternatives; upgrade both facilities; construct a standalone Transit facility at 128 Sackville; construct a fully integrated facility for both functions at 128 Sackville; do nothing;
4. Application for Certificate of Approval (Air) for the City of SSM Transit Service Centre;
5. Updated Acoustic Assessment Report.

These documents can be viewed at the Transit Office, 111 Huron Street. The proponents are required to make an appointment and adhere to public health guidelines in regards to COVID-19.

2.3 Municipal Class Environmental Assessment Requirements

The successful consultant will determine the schedule and conduct the required EA. It is the opinion of the Municipality that the preferred alternative ultimately involving construction of a new station adjacent to residential use will require a Schedule B EA.

2.4 Scope

The following forms the anticipated scope of work:

- (A) Allowance for a Schedule B Class EA where required;
- (B) Allowance for potential geotechnical investigation and other additional investigations which may be required as part of the EA process;
- (C) Field investigation of existing infrastructure;

Request for Proposal (cont'd)

Engineering Services for Relocation of the Downtown Bus Terminal Class Environmental Assessment

- (D) Review and identify proposed alternatives for improvements;
- (E) Liaison with key stakeholders;
- (F) Engineering and Cost Estimates;
- (G) Participate in project meetings throughout the projects including, but not limited to project initiation, staff workshop;
- (H) Public Information Centre.

The deliverables of this project shall include, at minimum a Preliminary Feasibility Report, documentation as required by the EA, Production and distribution of public notices, and collection and analysis of all agency and public feedback, questionnaires, and subsequent responses. **Proponent will lead and administer public open house (digital open house if in-person session cannot proceed).**

Permit fees, and application fees will be paid for directly by the City.

2.5 Legislation

The Consultant will ensure that all requirements related to the review under federal and provincial legislation are met in full, including but not limited to:

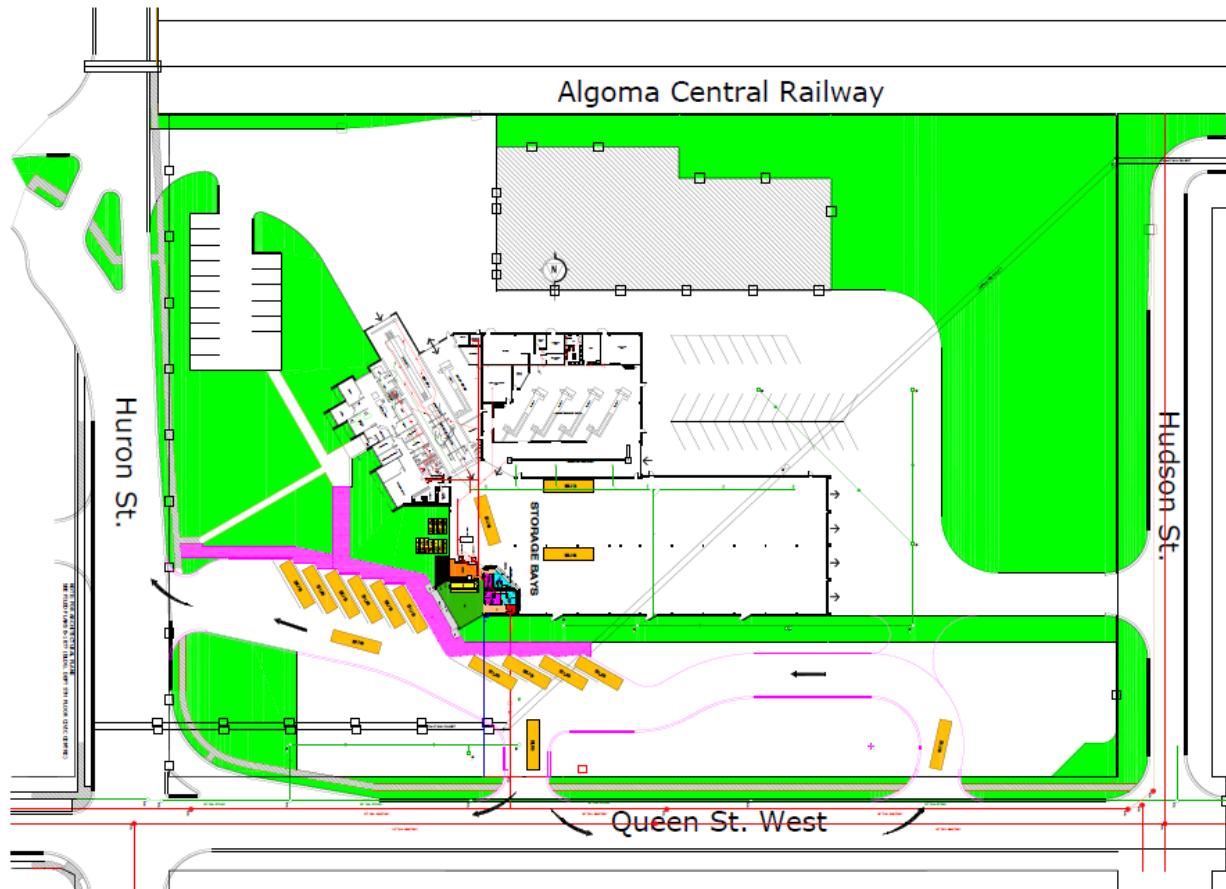
- (A) Environmental Assessments;
- (B) Environmental Compliance Approvals;
- (C) Ontario Health and Safety Act;
- (D) Accessibility for Ontarians with Disabilities Act (AODA).

Any approvals, or documentation required by federal or provincial authorities related to the assessment shall form part of the scope of work.

Request for Proposal (cont'd)

Engineering Services for Relocation of the Downtown Bus Terminal Class Environmental Assessment

APPENDIX "A" - Proposed 111 Huron Street Reconfiguration



Request for Proposal (cont'd)

Engineering Services for Relocation of the Downtown Bus Terminal Class Environmental Assessment

Guidelines for Site Visits

It is the responsibility of all to minimize the risk that they provide to others. It should be noted that these guidelines may be modified on an ongoing basis and updated guidelines if applicable will be provided prior to any Site Visit:

Site visits should be conducted only if absolutely necessary.

If it is determined that site visits are absolutely necessary at this time, the PPE and precautions requirements are:

Maintain social distancing while on premises and in vehicles.

Hand Washing Hygiene or Hand Sanitizer before and after visit.

Gloves: Hand protection where required.

Avoid touching face at all times.

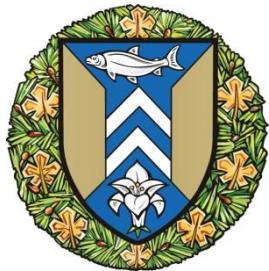
Any other PPE (masks, etc.) required by Algoma Public Health or for known designated substances present.

Contractors on an individual basis must answer the following questions before entering the premises :

- Do you currently have any symptoms of illness?
- Have you been tested for COVID -19?
- Have you travelled outside of Canada (including Sault Michigan and the United States) in the past 14 days?
- Have you travelled to British Columbia, Quebec or Southern Ontario in the past 14 days?
- Have you had close contact/live with a confirmed or probable case of COVID-19 or been tested or been directed to self-quarantine by Algoma Public Health?

If anyone answers “yes” to any of these questions, the site visit cannot proceed.

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



*Corporate Services
Finance Department
Purchasing Division*

*Tim Gowans
Manager of Purchasing*

Request for Proposal

Engineering Services – Relocation of the Downtown Bus Terminal Class Environmental Assessment (File # 2020CDE-CS-TR-01-P)

Addendum 1

August 4, 2020

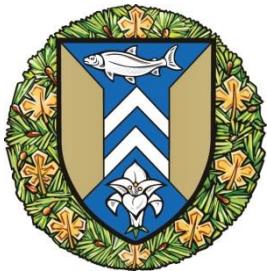
Please substitute the attached questionnaire in place of the Site Visit Guidelines provided in the RFP (page 11).

Yours sincerely,

A handwritten signature in black ink, appearing to read "T. Gowans".

Tim Gowans
Manager of Purchasing

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



*Corporate Services
Finance Department
Purchasing Division*

*Tim Gowans
Manager of Purchasing*

Request for Proposal

Engineering Services – Relocation of the Downtown Bus Terminal Class Environmental Assessment (File # 2020CDE-CS-TR-01-P)

Addendum 2 - Clarification

August 12, 2020

Please note that the closing date for the RFP is Wednesday August 19, 2020 at 4:00 p.m. local time (Eastern); disregard the incorrect date on Page 1 of the RFP.

Yours sincerely,

A handwritten signature in black ink, appearing to read "T. Gowans".

Tim Gowans
Manager of Purchasing

August 19, 2020
20-00001

The City of Sault Ste. Marie
Attention: Manager of Purchasing
Purchasing Division – Finance Department
99 Foster Drive – Level 2
Sault Ste. Marie, ON P6A 5X6

Re: Engineering Services – Relocation of the Downtown Bus Terminal Class Environmental Assessment - File 2020CDE-CS-TR-01-P

We are pleased to enclose herein our proposal to conduct a Municipal Class EA on behalf of the City to look at the potential of the relocation of the Sault Ste. Marie Transit Facility Terminal. We believe this is a significant opportunity for the City to upgrade facilities, take advantage of synergies in the operations and realize cost savings for the taxpayers of Sault Ste. Marie, and look forward to assisting the City in this endeavor.

We have assembled a team to undertake the study that are experts in all aspects of transit and public works familiar with the City of Sault Ste. Marie's operations. In addition, our team has designed and managed integrated facilities such as the one contemplated by the City and therefore, are ideally suited to assess the City's requirements.

By way of this letter, we confirm that we have received Addendums No. 1 and No. 2 in respect to this proposal and have taken them into account in the proposal preparation. We also confirm that the signee below is authorized to bind TULLOCH Engineering to the contents of the proposal including pricing.

We thank you for the opportunity to submit this proposal. If there are any questions or additional information is required, please contact us.

Yours truly,
TULLOCH Engineering Inc.



Larry Jackson, P.Eng.
General Manager

Encls.



The City of Sault Ste Marie
Relocation of the Downtown Bus Terminal
Class Environmental Assessment
RFP 2020CDE-CS-TR-01-P

PROPOSAL FOR ENGINEERING SERVICES

AUGUST 19, 2020
200001

TABLE OF CONTENTS

1.	Introduction	1
1.1	Background	1
1.2	Project Understanding	1
1.3	Why Choose Our Team?	2
2.	Consultant Team	2
2.1	TULLOCH Corporate Overview	2
2.2	Project Team	3
3.	Relevant Past Project Experience	4
3.1	TULLOCH Engineering's Representative Projects	4
4.	Proposed Work Program and Methodology	4
4.1	General Understanding of Class EA Process	4
4.2	Project Specific Work Plan	5
5.	Engineering Fees	6

LIST OF FIGURES

Figure 4.1 Revised Work Program and Schedule

Figure 5.1 Time/Task Matrix

1. INTRODUCTION

1.1 Background

The City of Sault Ste. Marie's Transit (Sault Transit) operations and garage facility located at 111 Huron Street was built in approximately 1981 and is proposed for use as the new Transit Terminal.

The City of Sault Ste. Marie Transit owns and operates the transit facility terminal at 160 Queen Street East (NW corner of Queen St E and Dennis Street). This building was built in 1983 and serves as a main transfer and layover stop for buses, operators and passengers. It provides washroom and lunch facilities for transit staff, as well as public washrooms, concession and indoor space for passengers.

The terminal is located 900 meters from the Transit Centre at 111 Huron Street. The transit terminal is the main starting and end locations of all bus routes and bus drivers need to be shuttled to and from the terminal during shift change, as well as deadhead to and from the terminal at the start and end of the day. There are increasing concerns about public safety, operational presence and accessibility at the Terminal.

This building has reached the end of its useful life and the City is considering relocating the transit terminal to the Transit Centre at 111 Huron Street with the goal of improving communication, accessibility and oversight at the terminal. The EA study should consider both the relocation of the building facilities and the parking lot layout to accommodate bus operation.

1.2 Project Understanding

The project will include a full assessment of all potential environmental impacts of the alternatives, public and regulatory agency consultation and a clear recommendation as to the preferred alternative and design concept moving forward. This process will assess onsite infrastructure and design alternatives.

Municipal works in Ontario must comply with the Provincial Environmental Assessment Act. The Municipal Class Environmental Assessment (Class EA) developed by the Municipal Engineer's Association was developed so that individual environmental assessments were not required for municipal projects. It allows municipal proponents to fulfill their responsibilities under the EA Act in a relatively efficient, timely and environmentally responsible manner.

The Municipal Class EA categorizes projects into schedules identified as Schedule A, Schedule A+, Schedule B and Schedule C.

Schedule A projects are generally very minor in nature with predictable environmental affects that are easily mitigated. They are preapproved under the Class EA. Schedule B and Schedule C projects are increasingly complex with more comprehensive planning and assessment requirements. It is the opinion of the Municipality that the preferred alternative ultimately involving construction of a new terminal will require a Schedule B EA.

1.3 Why Choose Our Team?

The City should consider using the TULLOCH Engineering team to complete this project and be confident that it will be completed to their satisfaction.

→ TULLOCH has proven expertise in successfully completing Municipal Class Environmental Assessments. TULLOCH Engineering has successfully completed numerous Class Environmental Assessments on behalf of the City of Sault Ste. Marie over the last few years. These include the Transit Relocation Feasibility Study and Class Environmental Assessment (Schedule B, completed 2017), the Class EA for the Fort Creek Aqueduct Replacement (Schedule B), the MacDonald Avenue Drainage Class EA (Schedule C, completed 2016), the McNabb Street Drainage Class EA (Schedule C, completed 2016), the Baseline Bridge Replacements Class EA (Schedule B, completed 2013), and the Town Line Bridge Replacements Class EA (Schedule B, completed 2013). Our designated Project Manager successfully lead the completion of three of the above noted Class EA's and is intimately familiar with the requirements of the process and the potential pitfalls. We are cognizant of The Municipal Engineer's Association concern with "scope creep" and will ensure that the study stays focused on the issue at hand and provides the City with clear direction for the future.

TULLOCH appreciates the complex challenges that municipal governments face in dealing not only with consultants, the public and community stakeholders, but also with provincial and federal governmental agencies while carrying out a range of projects. Our experienced engineers and designers work with clients to assist in awareness of important environmental regulations and permitting requirements

2. CONSULTANT TEAM

The team assembled for this assignment combines the technical expertise in facility design with extensive knowledge of Sault Ste. Marie's municipal requirements. The team has extensive experience in Class Environmental Assessments, public consultation, infrastructure design, structural design and the management of complex projects.

Each team member is available and committed to the successful completion of this assignment. We look forward to assisting the City in implementing a project that will serve the area for many years to come.

2.1 TULLOCH Corporate Overview

TULLOCH Engineering's extensive experience with local governments includes planning, design, and construction management of public infrastructure projects.



TULLOCH Engineering is a progressive consulting firm providing integrated land development, surveying and engineering services throughout Canada. The key focus of our company is to provide our clients with services for renewable energy development, environmental protection, infrastructure design, and the administration of capital construction projects.

For over 25 years, TULLOCH has provided practical engineering and survey solutions to both the private and public sector. Projects range from large government assignments to private residential requests. TULLOCH Engineering was established in 1991 as a small consulting survey practice with one office and five staff. Since then, we have grown into a full-service

engineering firm employing over 300 professional and technical staff working in 13 branch offices in Ontario and Alberta, providing services across Canada and internationally.

Today, TULLOCH Engineering has technical expertise in the areas of civil and structural engineering, geomatics, municipal, geotechnical, environmental, transportation, and LiDAR (Light Detection and Ranging) mapping services. Survey, design, and contract administration services are provided to industrial and commercial clients, as well as to all levels of government.

The strength of TULLOCH Engineering lies with our diversity of service. The ability to combine infrastructure design and land surveying gives TULLOCH the expertise to provide full-service solutions to our clients. Our capability to handle both geomatic services and civil engineering design allows clients to benefit from a “one-stop shop” for renewable energy projects, utility corridors, subdivision planning, highway and road services, and municipal infrastructure development.

TULLOCH Engineering has completed numerous assignments for the City of Sault Ste. Marie over the last few years. We are very familiar with the operations of the Transit Division and intimately familiar with municipal requirements. TULLOCH Engineering will lead this assignment and provide overall direction and coordination of the Class EA process. We will also provide expertise in the preliminary design of facilities, cost estimating, natural environmental aspects, and civil engineering requirements on the assignment.

2.2 Project Team

To achieve the project objectives and provide the City with comprehensive services, we have assembled a diverse and expert project team consisting of professionals with significant experience in Class Environmental Assessments, transit operations, civil design and assessment of environmental impacts.

A brief description of each team member's relevant professional experience and assigned role is provided below. Detailed curriculum vitae for named staff are available upon request.

Mr. Larry Jackson, P.Eng. will be **Quality Assurance/Quality Control** on the assignment. Mr. Jackson is the General Manager of TULLOCH Engineering with more than 30 years of consulting experience. His experience includes all aspects of civil engineering including Class Environmental Assessments, municipal transportation projects, municipal servicing projects and management of multi-disciplinary complex projects. Larry has detailed knowledge of the City having completed numerous assignments on the Municipality's behalf over the last thirty years. He will provide overall direction on the assignment and ensure adequate resources are available for its successful completion. He will review all reports and provide assistance to Mr. McDonald and Mr. Pilon as necessary.

Mr. John McDonald, P.Eng. – Mr. McDonald is the Civil Engineering Office Manager at TULLOCH Engineering and will serve as the **Project Manager**. Mr. McDonald is responsible for managing a variety of Civil Development projects from initial conception through to construction. John has over seventeen years of experience and has completed numerous assignments that include land development, storm and sanitary sewers, watermains, stormwater management and road design.

Mr. Marc Pilon, P.Eng. – Mr. Pilon is a Professional Engineer with experience in the fields of land development, linear infrastructure, stormwater management design, drainage studies, and culvert design/installations. Marc will serve as the **EA Director** for this Project. Mr. Pilon has participated in the design of drinking water supply systems, sewage systems, site servicing, environmental assessments, feasibility studies, and contract administration.

3. RELEVANT PAST PROJECT EXPERIENCE

3.1 TULLOCH Engineering's Representative Projects

TULLOCH Engineering has completed numerous assignments for the City of Sault Ste. Marie over the last number of years including Class Environmental Assessments, infrastructure design and studies. These have included the following:

- Schedule 'B' Municipal Class Environmental Assessment – Transit Relocation Feasibility Study
- Schedule 'C' Municipal Class Environmental Assessment - McNabb Street Flooding
- Schedule 'C'- Municipal Class Environmental Assessment - MacDonald Avenue Flooding
- Perimeter Bridge Environmental Assessments – (2 Schedule B's)
- Trunk Road Flooding Assessment
- Sault Ste. Marie Emergency Bridge Repairs
- North Street Reconstruction
- Black Road Reconstruction
- Gloucester Street Reconstruction
- Andrew Street Reconstruction

4. PROPOSED WORK PROGRAM AND METHODOLOGY

4.1 General Understanding of Class EA Process

Based on the Request for Proposal and key project considerations identified therein, along with addendums issued during the proposal period, we have developed a Work Program to satisfy the objectives of the assignment. Figure 4.1 shows the proposed Work Program and preliminary Project Schedule for the assignment. The individual project tasks are briefly described in the sections that follow.

Municipal infrastructure works including transit related works in Ontario must comply with the Provincial Environmental Assessment Act. The Municipal Class EA developed by the Municipal Engineers Association was implemented so that individual environmental assessments were not required for municipal projects. It allows municipal proponents to fulfill the responsibilities under the EA Act in a relatively efficient, timely and environmentally responsible manner.

The Work Program for this project will follow the prescribed Municipal Class EA process. The Class EA process is subdivided into five distinct phases starting with the definition of the problem or opportunity in Phase 1 and culminating in implementation of the project in Phase 5. The determination of the appropriate Project Schedule for this assignment cannot be completed until

the conclusion of Phase 2 during which the Alternative Solutions are identified and evaluated. For the sake of the following Work Program, we have assumed that the Preferred Solution is a Schedule B project that will proceed to the conclusion of Phase 2 of the Class EA.

As is required in the Class EA process, once the Preferred Solution(s) is identified, we will publish a Notice of Completion to review agencies and the public which initiates the mandatory thirty-day review period. During the review period we will document and respond to any questions or comments. Assuming there is no Part II Order Request and no significant objections arise during the review period, the Class EA process will be finalized.

Although it is difficult to predict the schedule for a Class Environmental Assessment prior to receiving input from the public and review agencies, we have presented a Preliminary Schedule in Figure 4.1. We believe this schedule is realistic and achievable provided there is no significant opposition to the project.

4.2 Project Specific Work Plan

Upon award, the Project Manager and the EA Director will meet with the City to review the proposed project schedule and discuss the Work Plan in detail. TULLOCH will obtain and review all relevant data and reports at this time to establish a project baseline moving forwards. Upon completion of the data review, TULLOCH will conduct a site visit to gather information on existing infrastructure, as well as interview key project stakeholders prior to moving forward. A Problem Statement will be formulated, and a Notice of Study Commencement will be submitted at this time as this will form the completion for Phase 1 of the Municipal Class EA process.

TULLOCH will then move into Phase 2 and develop alternative solutions. After identifying baseline alternative solutions, TULLOCH will complete a detailed review of these alternatives assessing the natural, social, and economical elements to establish characteristics of the natural environment of these locations.

After the completion of the Natural Environment review, TULLOCH will identify the impacts of alternatives and associated mitigation measures. This will consist of the following actions:

- Preparation of Conceptual Design of Alternatives (Building Footprints and Preliminary Site Plans);
- Review of Natural Environment Impact Assessment & Mitigation (Groundwater, Surface water, etc.);
- Social Environment Impact Assessment & Mitigation (Accessibility, Staffing Issues, etc.); and,
- Preparation of Cost Estimates of Alternatives (Capital Costs, Operating Costs, Funding Sources, etc.).

Based on the assessments above, TULLOCH will then complete an evaluation of alternatives in order to properly assess the viability of the identified options. At this point, TULLOCH will again meet with project stakeholders to review the data presented and proceed with the selection of preliminary Preferred Alternative.

TULLOCH will then complete a Public Information Center (PIC) to present the preliminary preferred alternative to the public and gather public feedback. Upon documenting and responding

to public inquiries, TULLOCH will formalize the selection of the Preferred Solution and confirmation of Class EA Schedule and submit the project file report.

Should a Geotechnical Report be selected as an add-on service, the work program will consist of two (2) x 10 m boreholes, two (2) x 3 m boreholes, 3 m rock core in one (1) borehole, one (1) monitoring well in one (1) borehole (Add on fee is subject to scope limitations).

5. ENGINEERING FEES

Figure 5.1 is a Time/Task Matrix that summarizes our fee estimate for the completion of this study. It includes all expected labour costs and disbursements but excludes HST. The fees presented are based on a Schedule B Class EA reflecting costs to the completion of Phase 2.

ENGINEERING FEES	
Phase 1 – Problem or Opportunity	\$5,385.00
Phase 2 – Alternative Solutions	\$34,555.00
Total Fee Estimate	\$39,940.00
Optional Service – Geotechnical Investigation	\$17,500.00

The fees noted above reflect the following exclusions:

- Traffic Impact Assessments/Studies
- Noise Assessments
- Review of Transit Costs and Emissions
- Review of Structures (both existing and proposed) and any associated cost estimates
- Additional meetings other than identified in the Work Breakdown
- Surveys (Topographical and Legal)
- Assessment of Storm Sewer and Sanitary Sewer Capacities & Stormwater Management Reports
- Hydrant Flow Tests
- Works/studies in addition to a Schedule B Class Environmental Assessment as identified in the Work Breakdown

Figure 4.1 - Revised Work Program and Schedule

City of Sault Ste. Marie

RFP - Engineering Services for Relocation of the Downtown Bus Terminal Class Environmental Assessment

Task Description																					
	September				October				November				December				January				
	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24
Phase 1 - Problem or Opportunity																					
1.1 Project Initiation/Prepare MEA Agreement																					
1.2 Assemble and Review Background Information																					
1.3 Project Initiation Meeting and Site Review																					
1.4 City Staff Interviews (Facility Managers, Supervisors, Chief Mechanics, etc.)																					
1.5 Develop Problem/Opportunity Statement																					
1.6 Issue Notice of Study Commencement																					
Phase 2 - Alternative Solutions																					
2.1 Identify Alternative Solutions																					
2.2 Inventory of Existing Environment (Transit Facility and PWT Facility)																					
• Natural Environmental Review																					
• Document Social Environment (Land Use, City Growth Patterns, Accessibility, etc.)																					
• Document Economic Environment (Existing Operating/Capital Improvement Costs, Funding Opportunities, etc.)																					
2.3 Identify Impact of Alternatives and Mitigating Measures																					
• Conceptual Design of Alternatives (Building Footprints and Preliminary Site Plans)																					
• Natural Environment Impact Assessment & Mitigation (Groundwater, Surface water, etc.)																					
• Social Environment Impact Assessment & Mitigation (Accessibility, Staffing Issues, etc.)																					
• Cost Estimates of Alternatives (Capital Costs, Operating Costs, Funding Sources, etc.)																					
2.4 Evaluation of Alternatives																					
2.5 Review Meeting																					
2.6 Selection of Preliminary Preferred Alternative																					
2.7 Public and Review Agency Consultation																					
• Public and Agency Notification																					
• Prepare Display Materials																					
• Public Information Centre #1																					
• Document, Review and Respond to Comments																					
2.8 Selection of Preferred Solution and Confirmation of Class EA Schedule																					

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-173

AGREEMENT: (H1.9) A by-law to authorize the execution of the Agreement between the City and Local No. 3 Canadian Union of Public Employees – Public Works for the term commencing February 1, 2019 to January 31, 2023.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 1, 2019 between the City and Local No. 3 Canadian Union of Public Employees – Public Works, a copy of which is attached as Schedule "A" hereto. This Agreement is for the term commencing February 1, 2019 to January 31, 2023.

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 14th day of September 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

COLLECTIVE AGREEMENT

between



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

-and-

**LOCAL NO. 3
CANADIAN UNION OF PUBLIC EMPLOYEES – PUBLIC WORKS**

CUPE / Canadian Union
of Public Employees

February 1, 2019 to January 31, 2023

INDEX

<u>Article</u>	<u>Page No.</u>
1 Purpose of Agreement.....	1
2 Recognition.....	1
3 Union Security	2
4 Negotiating & Grievance Committees	3
5 Bulletin Boards	4
6 Management.....	4
7 Discrimination	4
8 Grievance Procedure.....	5
9 Arbitration	7
10 Strikes and Lockouts	7
11 Seniority.....	8
12 Job Seniority Lists.....	13
13 Leave of Absence.....	18
14 Hours of Work and Overtime.....	20
15 Vacations with Pay	23
16 Paid Holidays.....	26
17 Welfare Plan.....	27
18 Sick Leave	30
19 Pensions	31
20 Tools, Equipment, Work Clothing.....	31
21 Contracting Out.....	32
22 Inclement Weather	33
23 Wage Schedule	33
24 Term of Agreement.....	34
Schedule "A" -	
Wage Schedule	36
Apprentice Wages	37
Schedule "B" -	
Job Classification.....	39
Line of Sequence Chart.....	41

Letters of Understanding

#1	Subsidized Work Programs	43
#2	Impaired Driving.....	44
#3	Labour-Management Committee.....	45
#4	Janitor Position – Protected Classification Status.....	46
#5	Position re: Lead Hand	47
#6	Absenteeism	48
#7	Group Vice President - Day Shift	49
#8	Vacation Scheduling	50
#9	Welfare Plan	51
#10	Article 2:03.....	52
#11	Disability Accommodation	53
#12	Consolidation of Local 3 CSD Collective Agreement.....	54
#13	Paid Approved Union Leave	55
#14	Student Employees.....	57

THIS AGREEMENT MADE AND ENTERED INTO

THIS 1st DAY OF FEBRUARY, 2019

BETWEEN

THE CITY OF THE CITY OF SAULT STE. MARIE

(Hereinafter referred to as the "City")

of the first part,

-and-

LOCAL 3, CANADIAN UNION OF PUBLIC EMPLOYEES – PUBLIC WORKS

(Hereinafter called "The Union")

of the second part

1:00 PURPOSE OF AGREEMENT

- 1:00 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide machinery for the prompt and fair disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1:02 It is recognized that the City provides services for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing the many services.
- 1:03 Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used where the context of the part or parties hereto so require.

2:00 RECOGNITION

- 2:01 The City, or any one authorized to act on its behalf approves and recognizes Local #3, Chartered by the Canadian Union of Public

Employees, as the exclusive collective bargaining agency for its employees classified and covered by this Agreement, and hereby consents and agrees to negotiate with the Union or any authorized Committee thereof on matters affecting the relationship between the parties to this Agreement looking towards a peaceful and amicable settlement of any difference that may arise between them.

2:02 Both parties mutually agree that this Agreement shall cover and include all those employees to be set forth in the classification and wage schedule embodied in this Agreement in Schedules "A" and "B", attached hereto.

2:03 Employees of the City excluded from the bargaining unit, as defined by Clause 2:02 hereof, shall not perform duties of employees in the bargaining unit except for emergency, experimentation, training, or instructional purposes. This clause does not apply to those people designated as temporary Supervisors.

"Experimentation" is when non-bargaining unit staff from time to time assesses the effectiveness, efficiency and/or suitability of work methods, equipment, procedures and/or processes. Such experimentation may involve performing work typically associated with bargaining unit members for a limited period of time to permit valid assessment. Experimentation however is not intended to have non-bargaining unit members on an ongoing basis perform the work of the bargaining unit.

2:04 New Employees

a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

3:00 UNION SECURITY

3:01 The City shall deduct from the wages of each employee on completion of thirty (30) days' employment the current monthly union dues, as set from time to time, and remit same as set out in Article 3:03.

- 3:02 All employees of the City as a condition of continuing employment, shall become and remain members of the Union.
- 3:03 Deductions will be made from the payroll period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees names, addresses and phone numbers as the City has on file along with bi-weekly earnings upon which union dues are based and the employee status.
- 3:04 The Union will save the City harmless from any and all claims which may be made against the City for amounts deducted from employees pay as herein provided.

4:00 NEGOTIATING & GRIEVANCE COMMITTEES

- 4:01 A Negotiating Committee shall be appointed and consist of not more than four members who are employees of the City. The Union will keep the City advised of the names of the members of such committee.
- 4:02 Stewards: The City acknowledges the right of the Union to appoint or otherwise select eight (8) Stewards. The Union shall notify the Corporation of the names of the Stewards within thirty (30) calendar days of their appointment.
- 4:03 No time shall be lost by Stewards or members of the Negotiating Committee for attendance at mutually arranged meetings with the City officials during working hours, provided such members receive prior approval from the Director of Public Works. The City agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours.
- 4:04 The Union shall have the right at any time to have assistance of Union Officers or Representatives of the Canadian Union of Public Employees when dealing or negotiating with the City.
- 4:05 The Union's Grievance Committee shall consist of three (3) members who are employees of the City. This Committee may discuss matters pertaining to the Agreement with the Officials of the City.

4:06 The parties agree to establish a Joint Consultation Committee with equal representation from each party to deal with matters of mutual concern relating to the workplace. The terms and conditions of the Committee are outlined in the letter appended to this collective agreement entitled Joint Consultation Committee - Terms and Conditions.

5:00 BULLETIN BOARDS

5:01 Bulletin Boards: The City shall provide Bulletin Boards in each place where employees commence work upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

6:00 MANAGEMENT

6:01 The management of the Public Works Division and the direction of the working forces, including the right to hire, suspend, discipline, or discharge for proper cause, and the right to relieve employees from duty because of lack of work or for any other legitimate reasons, is vested with the City, subject to all other provisions of this Agreement.

6:02 The City shall exercise its right to assign job duties and to direct the working forces in a fair and reasonable manner.

7:00 DISCRIMINATION

7:01 The City, the Union, and their agents agree not to discriminate against any employee because of their membership in the Union, Union Officer or for any reason as set out in the Ontario Human Rights Code.

If an employee believes they have been subject to conduct contrary to the City's Code of Conduct, they shall submit their concern in writing to their respective Department Head with a copy to the Union. The Department Head will provide a written response to the employee with a copy to the Union upon conclusion of the investigation by the Director of Public Works.

If the employee is not satisfied with the Director's response, the employee may submit the concern to the Deputy Chief Administrative Officer with a copy to the Director and Union. Upon conclusion of an investigation, the Deputy Chief Administrative Officer will provide a written response to the employee with a copy to the Director and Union.

8:00 GRIEVANCE PROCEDURE

8:01 Grievances shall be dealt with in the following manner provided such grievances are filed in writing within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute. Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievances shall specify the clause or clauses in the agreement which it is believed the City has violated and shall include a statement of facts outlining in what manner the City's interpretation of a clause is disputed. A copy of the above grievance will be submitted at each step of the grievance procedure. Responses to all steps of the grievance procedure will be copied to the Group Vice-President.

8:02 Complaint

Grievances shall first be dealt with as a complaint.

The employee, who may be accompanied by a Union Steward, shall bring the complaint forward to their respective Division Head or the designate.

Subject to the exceptions under 8:04 and 8:05, it is understood that there is no grievance until the respective Division Head or designate has first had the opportunity to adjust the complaint. Any resolution to a complaint at this step is understood to be without precedent or prejudice to either party.

If the Union and the employee are not satisfied with the resolution at the Complaint step, the employee shall submit the grievance in writing to the Chairperson of the Union Grievance Committee. If the Union Grievance Committee considers the grievance to be justified then the Union may proceed to Step 1 of the grievance procedure.

STEP I The Employee assisted by a Steward or an officer of the Union shall first take the matter up with the Director of Public Works. The Director of Public Works shall render a decision within five (5) working days of the hearing.

STEP II If the Grievance Committee considers that a satisfactory settlement was not reached at Step I, it may within five (5) working days of the receipt of the Step I reply request a hearing by the Director of Human Resources or their representative. The City will arrange a hearing at Step II within ten (10) days of the receipt of the grievance. The Director of Human Resources or their representative shall render a decision within five (5) working days of the hearing.

STEP III If the Grievance Committee considers that a satisfactory settlement was not reached at Step II, it may within five (5) working days of the receipt of the Step II reply request a hearing by the Deputy Chief Administrative Officer or their representative. The Deputy Chief Administrative Officer or representative shall render a decision within five (5) working days of the hearing.

8:03 The time limits fixed in the Grievance procedure must be observed unless they are extended by mutual agreement between the parties to this agreement.

A Board of Arbitration shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions.

8:04 In cases of discharge the employee and/or the Union shall have the right to file a grievance at Step III of the grievance procedure provided such grievance is filed within fifteen (15) working days from the date of discharge.

8:05 POLICY GRIEVANCE

If the dispute involves a question of a general application or interpretation of the terms of the agreement, either the Union or the City may file a grievance at Step II of the Grievance Procedure.

8:06 GROUP GRIEVANCE

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to their Supervisor or designate within fifteen (15) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9:00 ARBITRATION

9:01 If the Grievance Committee considers that a satisfactory settlement was not reached at Step III of the grievance procedure, it may within fifteen (15) working days of receipt of the Step III reply, request that the grievance be referred to Arbitration in accordance with the terms of the Ontario Labour Relations Act.

Furthermore, within thirty (30) working days following such notice, the Union shall propose a sole arbitrator or Nominee to a Board of Arbitration to hear the grievance. The parties agree to cooperate to establish a mutually satisfactory date as soon as practicable for the hearing of the grievance before a sole arbitrator/Arbitration Board.

A sole arbitrator/Arbitration Board shall not alter, modify or amend any part of the Agreement or make any decision inconsistent with its provisions.

The time limits set out in this Arbitration procedure shall be strictly observed by the parties to this Agreement but may be extended by mutual consent.

10:00 STRIKES AND LOCKOUTS

In view of the orderly procedure established herein for disposition of grievances and complaints, the City agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement and the Union agrees that there will be no strikes or other collective action which

will stop or interfere with the services of the City for the duration of this Agreement.

11:00 **SENIORITY**

- 11:01 The parties recognize that promotional opportunities and job seniority in the event of promotions, decrease in forces and recalls after layoffs should increase in proportion to length of continuous service and that in the administration of this section the intent will be that full consideration shall be given to continuous service in such cases. The parties also recognize that, because of the many different tasks, which the Division of Public Works must carry out, its forces must be completely flexible and when considering the method of temporary transfer, flexibility and efficiency must be given full consideration.
- 11:02 Seniority shall be established on the basis of an employee's service with the City, calculated from the date upon which the employee last commenced employment with the City.
- 11:03 Seniority shall be forfeited and employment will be terminated if:
- (1) The employee voluntarily quits their employment.
 - (2) The employee is discharged for proper cause.
 - (3) The employee fails to report for work within five (5) days after being notified by registered mail to return to work following a layoff. The City will consider sickness as an extenuating circumstance. Other extenuating circumstances will be considered on a case by case basis.
 - (4) The employee is absent from work for two (2) consecutive working days without reasonable excuse.
 - (5) (a) The parties agree to the following conditions regarding employees absent from work due to non-occupational illness or accident.

- (i) During the first twelve (12) months of any such absence the City agrees to provide at its cost all benefits set out in Article 17:00.
 - (ii) At the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits set out in Article 17:00.
 - (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period, after which employment will be terminated.
- (b) An employee who is absent from work due to an occupational illness or accident for which WSIB is paid will be provided as follows:
- (i) During the first twenty-four (24) months of such absence the City will provide at its cost all benefits set out in Article 17:00.
 - (ii) At the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits set out in Article 17:00.
 - (iii) The City agrees to maintain the seniority of such employee for a thirty-six (36) month period after which employment will be terminated.
- (6) (i) The employee has less than five (5) years service and is absent from work for a period in excess of eighteen (18) calendar months due to a layoff.
- (ii) The employee has more than five (5) years service and is absent from work for a period in excess of twenty-four (24) calendar months due to a layoff.

The parties recognize and agree that the provisions of articles 11:03 (5) (a) (iii) and 11:03 (5) (b) (iii) must be interpreted and applied in a manner consistent with the provisions of the Human Rights Code.

11:04 An employee shall be on probation until they have worked a cumulative one thousand and forty (1040) hours and during such period the employee shall not be subject to rights under the grievance procedure. Employees who have completed the probationary period are deemed to be seasonal employees and will be placed on the seniority list and credited with seniority from the day they commenced work. Overtime hours shall not be counted as part of the one thousand and forty (1040) hours for the purpose of establishment on a job in a line of sequence.

11:05 In this Agreement:

Definitions:

- (a) Permanent Posted Position shall mean any position which requires application to the vacancy and no sign off is permitted.
- (b) Operations Posted Positions shall mean a position that allows a return to the line of sequence by seniority upon completion of the work assignment. These positions are posted for the compiling of a spare list of employees in seniority order.
- (c) Line of Sequence Positions are those positions listed where at any given time an employee could be working in positions with different rates of pay (JC 6 to JC 7) in a work day.
- (d) "Probationary Employee" means an employee who has not completed the probationary period.
- (e) "Seasonal Employee" means an employee who has completed the probationary period but who has not been employed for twelve (12) consecutive months.
- (f) "Permanent Employee" means an employee who has completed twelve (12) consecutive months of employment.
"Student" means an employee who is in full time attendance of a recognized post-secondary educational institution and has completed their first year of post-secondary education and is returning on a full-time basis for the following school term. Proof of attendance and/or proof of returning shall be provided to the City upon request. Students are employed only: for the typical summer vacation period (ending the Friday following Labour Day).
- (g) "Part-time Employees" who are employed for less than an average twenty-four (24) hours per week in any four (4) week period.

11:06 The City agrees to provide the Union Secretary and to post on the bulletin boards during the months of February and August an up-to- date

seniority list. Any employee who believes s/he is not listed in the proper position may take the matter up in accordance with the provisions of Article 8:00. If any corrections are approved within a period of ninety (90) days, the list will be amended and a copy given to the Union.

- 11:07 In filling permanent vacancies, temporary, seasonal, spare or new positions, appointments shall be made on the following basis:
- (a) In the case of automatic progression as provided in Article 12:12 or
 - (b) In the case of posted openings consideration will be given first to qualifications as outlined in the job posting. If qualifications are determined to be equal, overall seniority shall be considered the determining factor in the event a spare job seniority list does not apply.

The promoted employee will be placed on a trial period in accordance with 12:05, conditional upon satisfactory performance. Such promotions shall become permanent after the completion of such period. In the event the promoted employee proves unsatisfactory in the position or requests to revert to his/her former position during the trial period, s/he shall be returned to his/her former position without loss of seniority and any employee promoted or transferred because of re-arrangement of positions shall also be returned to their former position without loss of seniority.

Employees who wish to have their name removed as a successful candidate to other than a permanent posted position must do so on a form provided by the Division. The employee shall sign such form and provide it to the respective Division Head for approval. Upon approval, the employee's name shall be removed from the seniority list for such position and it is understood that the employee cannot re-apply to return to such position until such time as the position is posted by the Division at a future date.

For clarity, an employee cannot sign off a permanent posted position. Such sign off will be deemed a resignation of employment.

- 11:08 Except as provided in Article 12:12 the City agrees to post all vacancies or job openings which occur within the bargaining unit for a period of

seven (7) days prior to filling any vacancies or new positions covered by the terms of this Agreement. Appointments made as a result of applications received will be posted as soon as final selection is made and a copy shall be given to the Union Secretary. Such job openings shall be posted on all bulletin boards in order that all members will know about the position and be able to make written application therefore. Such notices shall state the nature or title of the position, the qualifications inclusive of knowledge, education, experience and skills required, and the wage rate or wage range and a copy will be forwarded to the Union.

- 11:09 Where new positions are created or current positions reclassified by the City, the Union shall have an opportunity to negotiate the new wage with the City. However, where the parties cannot agree, the Employer reserves the right to implement such a rate and position pending the outcome of a grievance or defer such issue to the next round of bargaining.

When a position not covered in Schedule A and/or Schedule B is established during the term of the Agreement, such dispute shall be submitted to grievance at Step 2 and arbitration.

- 11:10 The selection or appointment of employees for Supervisory positions or for any position not subject to this Agreement, is not governed by the Agreement, but if an employee appointed to a permanent position outside the scope of the bargaining unit, such employee shall retain their bargaining unit seniority for a period of six (6) months following such appointment. If the employee remains in the position outside the scope of the bargaining unit beyond the above noted six (6) month period, all bargaining unit seniority shall be forfeit and their name shall be removed from the Union Seniority List.

- 11:11 “Disabled Employees”: Any employee covered by this agreement who, through temporary disablement, is unable to perform their regular duties may be given any light or modified work available at the wages payable at the time for the position to which they are assigned.

- 11:12 Promotions Requiring Higher Certification: In case of promotion requiring higher certification, the Employer shall give consideration to employees who do not hold the requirement of the required certificate, but are writing for such certificate prior to filling the vacancy. If selected

by the Employer, such employees will be given an opportunity to qualify within a reasonable length of time and to revert to the employee's former position if the required certificate is not obtained within such time.

- 11:13 The City agrees that in the event of a layoff, employees shall be laid off in the reverse order of their seniority and where it is necessary to rehire former employees, they shall be re-employed in the reverse order in which they were laid off, provided however, that the employees in both cases, are capable of performing the required duties. During any such period of layoff such employee shall not be entitled to any benefit except the right of recall to work.
- 11:14 Termination of Employment: Notice of layoff will be given in accordance with the provisions of the Employment Standards Act.

12:00 JOB SENIORITY LISTS

- 12:01 The parties agree to establish and maintain job seniority lists in conjunction with the existing master seniority lists.
- 12:02 A line of sequence is a series of jobs in a category by which an employee may advance to the top job or revert from the top job to the bottom job. New lines of sequence or changes to existing lines of sequence shall be established by agreement between the City and the Union. The City may after discussion with the Union temporarily institute a line of sequence where none exists until agreement has been reached.
- 12:03 An employee's job seniority is their position on a job or jobs in a line of sequence relative to other employees on the same job or jobs. For example, an employee will have less job seniority on a job in a line of sequence on which they are established than employees previously established and still established on such job, and more job seniority on that job than employees who later become established on such job.
- 12:04 Pool jobs are jobs which:
 - (1) are not in a line of sequence or

- (2) are in a line of sequence but are below the line; that is jobs which are comparable, to jobs not in a line of sequence in that they can be done adequately by employees assigned for job opportunity without delay and without interfering with reasonable efficiency in operations.
- 12:05 Subject to 12:07, an employee shall become established as of the day they begin work on a job in any line of sequence after they have worked on such job at least four hundred and forty (440) hours within any period of four (4) consecutive months in accordance with Article 11:07 of the Collective Agreement between the City and the Union. If an employee moves up temporarily to a higher job in a line of sequence, hours worked on the higher job shall not be counted for establishment.
- Overtime hours shall not be counted as part of the four hundred and forty (440) hours for the purpose of establishment on a job in a line of sequence.
- 12:06 If an employee is promoted to a job in a line of sequence other than the job next above the job in which they are established, they shall nevertheless for the purposes of this Article be deemed to have worked on the intervening job or jobs and to become established on such intervening job or jobs on the day they become established on the job to which they are promoted. No employee will be considered to be established on an intervening job in the above manner ahead of senior employees who are unable to accept the promotion in question due to lack of the required qualifications.
- 12:07 An employee shall no longer be established on a job in a line of sequence if they have been demoted, if their service has been broken, or if they have become established on a job in another line of sequence since they were last established on a job in the line of sequence first mentioned.
- 12:08 The purpose of the establishment period is to allow the City to decide whether it wishes to retain an employee in the job concerned.
- 12:09 The City agrees to provide the Union and to post on the bulletin boards during the months of February and August an up-to-date job seniority list.

- 12:10 Errors or omissions in a list posted in accordance with 12:09 shall be corrected in accordance with Article 11:06 of the Collective Agreement between the City and the Union, provided:
- 1) Such error or omission relates to the period subsequent to the date of the previous list, and
 - 2) The error or omission is brought to the attention of the Director of Public Works within fifteen (15) days of the employee's first opportunity to see the list.
- 12:11 Notwithstanding anything contained herein, once a job seniority list has been finalized, the only protests which will be considered against the next posted list shall be protests relative to deletions, by-passes, promotions and additions, occurring since the date of the previous list.
- 12:12 In promoting an employee to fill a vacancy in a job in a line of sequence (except the bottom job) preference shall be given to employees in accordance with the following rules unless the employees concerned do not have the qualifications and the ability to do the job:
- 1) preference shall be given to employees in accordance with their job seniority in the next lower job or jobs in the line of sequence.
 - 2) temporary vacancies of less than three (3) working days will be filled by the Superintendent of Public Works, giving preference where possible to the senior qualified employee available.
 - 3) Employees on Operations Posted Positions shall maintain seniority rights with all other jobs in their respective job class.
- 12:13 An employee who is offered a promotion must on request accept or refuse such promotion and failure to do so may be considered by the City as refusal of the promotion.
It is further agreed that Seasonal Operators shall not have the right to sign off.
- 12:14 An employee may refuse a promotion, and on doing so shall sign a waiver form, or if they refuse, then a representative of each party shall sign such form on their behalf. Upon completion of the form, the employee refusing promotion shall lose to the employee promoted their

promotional preference in respect of the job to which the latter is promoted, and all higher jobs in the same line of sequence.

- 12:15 An employee, who signs a waiver form in accordance with 12:14, shall relinquish their promotional rights in that line of sequence until such job waiver form is rescinded in writing by the employee, but such job waiver form rescinding shall not be allowed for a minimum period of twelve (12) months of sign off.
- 12:16 An employee, who is established on a job in a line of sequence must, upon request, exercise their rights to that job in accordance with their job seniority or they shall be required to sign a waiver form relinquishing their future promotional rights to such occupation until they indicate to supervision, in writing, that they wish to be considered for promotion.
- 12:17 Notwithstanding 12:14, no employee may refuse a temporary promotion if such refusal would impair efficiency or disrupt operations.
- 12:18 If as a result of sign-offs, pursuant to 12:14 and 12:15 the efficiency of the operation is impaired, the City may temporarily promote a sufficient number of employees who are blocking the line to create vacancies so other employees may acquire necessary training.
- 12:19 If a vacancy occurs in the bottom job on a line of sequence the City shall post a notice of such vacancy in accordance with Article 11:08 of the Collective Agreement.
- 12:20 Demotion is the means by which an employee reverts to a lower job in a line of sequence or to a job not in a line of sequence because of inability to do their job or at their own request for personal reasons.
- 12:21 An employee being demoted at their own request for personal reasons shall sign a statement requesting demotion and shall not be considered for further promotion until they indicate their desire to be considered for promotion by signing a statement to that effect.
- 12:22 The City shall not unreasonably demote an employee for inability to do the job and the City shall discuss any such case with the Union and shall notify the Union in writing before making the demotion.

- 12:23 Regression is the means by which, because of a reduction in the work available, an employee reverts temporarily to a lower job in a line of sequence or to a job not in a line of sequence.
- 12:24 An employee shall regress from a job in reverse order of their job seniority and shall be assigned from one job to another in accordance with their job seniority, except for jobs not in a line of sequence.
- 12:25 Where work of a temporary nature necessitates the transfer of an employee from one position to another, the transfer shall be authorized by a completed temporary transfer form of which copies shall be sent to the Union.
- An employee temporarily transferred to a job in a line of sequence pursuant to 12:26 shall not become established in such job, and their job seniority from which transferred shall not be affected by a temporary transfer.
- 12:26 The temporary transfer shall be effective for a period of not more than ninety (90) days.
- 12:27 During the period in which an employee is temporarily transferred to a job, they shall be paid for hours worked on such job at the rate for the job or at the rate for the job to which they would have been assigned had they not been transferred, whichever is greater.
- 12:28 The purpose of the layoff procedure is to create job vacancies for senior employees displaced from their lines of sequence as a result of a reduction in force.
- 12:29 In a reduction in force, employees shall be displaced from jobs on a line of sequence in reverse order of such employees job seniority; and employees shall be displaced from pool jobs in reverse order of such employee's overall seniority.
- 12:30 There shall be no job preference in assignment of senior employees to job vacancies.
- 12:31 No employee shall be assigned to a job vacancy if it is evident that they cannot fill that job vacancy.

- 12:32 The purpose of the recall procedure is to recall employees to jobs in lines of sequence in order of job seniority, and to recall employees to pool jobs in order of overall seniority.
- 12:33 Employees shall be recalled to jobs during an increase in force in accordance with the following rules:
- 1) When a vacancy occurs in a job in a line of sequence, the employee with the most job seniority among those not working on the job shall be recalled to fill such vacancy.
 - 2) When a vacancy occurs in a pool job, the employee with the most overall seniority who is laid off will be recalled to it, unless it is evident that they cannot fill the job vacancy.
 - 3) When a vacancy occurs in a pool job, the qualified employee with the most overall seniority who is laid off will be recalled to it.
- 12:34 Employees recalled to jobs during an increase in force shall be notified of such recall in accordance with Article 11:03 of the Collective Agreement between the City and the Union.
- 12:35 An apprentice completing their apprenticeship shall be granted one-half the time spent serving their apprenticeship with the City on their occupation for the purpose of establishing their job class seniority in their trade.

13:00 LEAVE OF ABSENCE

- 13:01 General Leave: The City may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City for a period not exceeding three (3) months. Except, that the City may consider a longer period of leave of absence for employees who intend to continue their education.
- 13:02 Union Conventions or Schools: Leave of Absence without pay and without loss of seniority may be granted upon request to the City to employees elected or appointed to represent the Union, at Union Conventions or Union Schools, provided the City is advised in writing by the authorized officers of the Union of such appointments.

13:03 Leave of Union Officers: Any employee who is elected or selected for a fulltime position with the Union or anybody with which the Union is affiliated or who is elected to public office may be granted leave of absence without pay or loss of seniority by the City for a period of one (1) year. This period may be extended by the City at the end of the year.

13:04 Funeral Leave

When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of four (4) days for any days which are normally straight time working days and fall within the period from the day of death up to and including the day of the Funeral or Celebration of Life.

Members of the immediate family means the employee's: wife or husband, or common-law spouse, mother, father, sister, brother, son, daughter, grandchildren, grandparents, grandparents-in-law, mother-in-law, and father-in-law.

Common-law spouse shall be defined as an individual with whom an employee has been living and in which relationship they have publicly represented themselves as husband and wife.

When death occurs to an employee's brother-in-law, sister-in-law, Aunt or Uncle the employee will be granted leave of absence on compassionate grounds and they may be absent and shall be paid eight (8) hours straight time at their regular rate for one (1) scheduled working day.

13:05 The City shall pay any employee who is required to serve as a juror or court witness, the difference between their normal earnings and the payment they receive for jury service or court witness. The employee will present proof of service and the amount of pay received.

13:06 The City agrees to pay the difference between an apprentice's normal rate of pay and any government subsidy provided such agreement does not result in the loss of the government subsidy. Government subsidy as described in this article does not include Unemployment Insurance Commission benefits.

13:07 The City shall provide Pregnancy and Parental Leave in accordance with the Employment Standards Act.

13:08 PERSONAL LEAVE DAYS

All employees will be entitled to two (2) paid personal leave days, per calendar year, that is deducted from their unused sick leave credits. If the sick leave bank is exhausted there is no entitlement to such benefit, no unpaid days can be used for this purpose. An employee may use this benefit for any reason. These days must be taken in whole day increments and must notify the employer where possible with twelve (12) hours' notice prior to the start of their regularly scheduled shift. Extenuating circumstances will be considered on their own merit if twelve (12) hours' notice is not provided.

14:00 HOURS OF WORK AND OVERTIME

14:01 (a) The normal hours of work shall be eight (8) or ten (10) hours per day and forty (40) hours per week.

Ten (10) or Twelve (12) hour shifts can be scheduled during Winter Maintenance Shift Schedule inclusive of "spring clean-up operations" and shall be calculated over a cycle of one hundred and sixty (160) hours.

(b) The City shall designate either a twenty (20) minute paid lunch period or a thirty (30) minute unpaid lunch period within the eight (8), ten (10) or twelve (12) hour shift consistent with the Employment Standards Act.

14:02 Overtime

(a) Time and one half shall be paid for any time worked in excess of the scheduled number of hours per day or for any time worked in excess of the scheduled number of hours per week.

(b) Time and one-half shall be paid for all hours worked on a Statutory Holiday in addition to eight (8) hours pay at the regular rate for a Statutory Holiday.

- (c) Overtime work shall, as far as possible, be equitably distributed among the employees concerned.
- (d) Employees may request time off in lieu of overtime with the following conditions:
 - Maximum Time Off in Lieu – forty (40) hours lieu time at any given time (i.e. five (5) work days) in a calendar year.
 - Requests for lieu time off will be considered on an individual basis at the time of request.
 - Approval at the sole discretion of the Director of Public Works or designate based upon the operational requirements of the Department.
 - If not utilized, will be paid out.
 - Lieu time off shall not be granted from May 1st to September 30th in any given calendar year with the exception of Mechanics and Welders where lieu time off shall not be granted during the Winter Control Season.

14:03 Shift Work

- (a) A shift premium of one dollar twenty-five cents (\$1.25) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked between 3:30 p.m. and 11:30 p.m. Effective January 2022, the premium will increase to one dollar and thirty cents (\$1.30).
- (b) A shift premium of one dollar twenty-five cents (\$1.25) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked between 11:30 p.m. and 7:30 a.m. of the following day. Effective January 2022, the premium will increase to one dollar and thirty cents (\$1.30).
- (c) For other than eight (8) hour shifts, shift premiums will be paid according to the most hours worked on the scheduled shift.
- (d) A premium of one dollar twenty-five cents (\$1.25) (effective the first full pay period following ratification of the Memorandum of Settlement by the parties) per hour will be paid for all hours worked

on a Sunday. Effective January 2022, the premium will increase to one dollar and thirty cents (\$1.30).

- (e) Where possible, employees will receive two (2) consecutive days off each week.
- (f) In setting up shift schedules, the City will offer to employees by job class seniority, the option to select such schedules. In accepting a shift schedule, the employee agrees to remain on such schedule for the duration of the schedule. If additional employees are required to fill shift schedules, the City will assign junior employees. It is understood that employees must have the ability and qualifications to perform the work when selecting or when assigned to shift schedules.

- 14:04 There shall be no doubling up or pyramiding of overtime rates or premiums. Premiums will not apply where overtime rates apply.
- 14:05 When employees are called from home they shall receive a minimum of three (3) hours pay at the overtime rate.
- 14:06 Employees who are on standby shall be paid one (1) hours pay at their regular rate for each eight (8) hours required to be on standby in addition to call-out provisions under Article 14:05 in this Agreement.
- 14:07 The work week shall be a period of seven (7) work days beginning at 12:01 a.m. Sunday or the shift starting time closest thereto.
- 14:08 The City shall pay a meal allowance of fourteen dollars (\$14.00) for an employee required to perform more than two (2) hours overtime work continuous with the end of the regular scheduled shift.

Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the aforementioned two (2) hours, then the employee shall receive an additional meal allowance of fourteen dollars (\$14.00).

- 14:09 Employees of the Division of Public Works covered by this agreement are allowed a break of not more than ten (10) minutes each forenoon and afternoon period

14:10 The City to provide twelve (12) hours notice of a change of shift except for Winter Maintenance Operations.

15:00 VACATIONS WITH PAY

- 15:01 Pay in lieu of vacation to an employee with less than one (1) year service who terminates their employment shall be four (4%) percent of their total wages paid to them.
- 15:02 Employees with one (1) but less than five (5) years of continuous service at January 1st, shall receive two (2) weeks' vacation with pay of four (4%) percent of the total wages paid to such employee during the previous year.
- 15:03 Employees with five (5) years but less than ten (10) years of continuous service at January 1st, shall receive three (3) weeks vacation with pay of six (6%) percent of the total wages paid to such employee during the previous calendar year.
- 15:04 Employees with ten (10) years but less than fifteen (15) years of continuous service at January 1st, shall receive four (4) weeks vacation with pay of eight (8%) percent of the total wages paid to such employee during the previous calendar year.
- 15:05 Employees with fifteen (15) years but less than twenty (20) years of continuous service at January 1st, shall receive five (5) weeks vacation with pay of ten (10%) percent of the total wages paid to such employee during the previous calendar year.
- 15:06 Employees with twenty (20) years but less than twenty five (25) years of continuous service at January 1st, shall receive six (6) weeks vacation with pay at twelve (12%) percent of the total wages paid to such employee during the previous calendar year.
- (b) Employees with twenty five (25) years but less than thirty (30) years of continuous service at January 1st, shall receive pay at twelve (12%) of the total wages paid to such employee during the previous calendar year.

- (i) All employees who have completed twenty-five (25) years of service and are in their 26th year shall be allowed six (6) weeks plus one (1) day.
 - (ii) All employees who have completed twenty-six (26) years of service and are in their 27th year shall be allowed six (6) weeks plus two (2) days.
 - (iii) All employees who have completed twenty-seven (27) years of service and are in their 28th year shall be allowed six (6) weeks plus three (3) days.
 - (iv) All employees who have completed twenty-eight (28) years of service and are in their 29th year shall be allowed six (6) weeks plus four (4) days.
- 15:07 Employees with thirty (30) years or more of continuous service at January 1st, shall receive seven (7) weeks vacation with pay of fourteen (14%) percent of the total wages paid to such employee during the previous calendar year.
- 15:08 Employees must make their choice known to the Superintendent of Public Works, by February 1st of the current year of vacation selection. The vacation schedule shall be posted by March 1st each year. All employees who have failed to file their request by February 1st will lose their seniority preference for vacation. Refer to Letter of Clarification regarding Employer Policy.
- 15:09 The vacation year shall be from January 1st to December 31st. In no case shall vacation allowance be carried over or accumulated from one vacation year to the next, except by special written permission from the Director of Public Works and the Director of Human Resources.
- 15:10 (a) For Seasonal Employees with twelve (12) months but less than sixty (60) months of active service at January 1st, the employee shall be paid four percent (4%) of total gross earnings as vacation pay with each bi-weekly pay cheque.
- (b) For Seasonal Employees with sixty (60) months but less than one hundred and twenty (120) months of active service at January 1st, the

employee shall be paid six percent (6%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

- (c) For Seasonal Employees with one hundred and twenty (120) months but less than one hundred and eighty (180) months of active service at January 1st, the employee shall be paid eight percent (8%) of total gross earnings as vacation pay with each bi-weekly pay cheque.
- (d) For Seasonal Employees with one hundred and eighty (180) months but less than two hundred and forty (240) months of active service at January 1st, the employee shall be paid ten percent (10%) of total gross earnings as vacation pay with each bi-weekly pay cheque.
- (e) For Seasonal Employees with two hundred and forty (240) months but less than three hundred and sixty (360) months of active service at January 1st, the employee shall be paid twelve percent (12%) of total gross earnings as vacation pay with each bi-weekly pay cheque.
- (f) For Seasonal Employees with three hundred and sixty (360) months or more of active service at January 1st, the employee shall be paid fourteen percent (14%) of total gross earnings as vacation pay with each bi-weekly pay cheque.

Note: "Active Service" means time worked as a Seasonal Employee. Periods of layoff and Personal Unpaid Leaves of Absence are not 'active service'. Periods of WSIB Absence and Approved Union Leave are deemed to be 'active service'. To be credited for a full month of 'Active Service' the employee must be employed eighty (80) or more regular hours in the month.

- (g) If a Seasonal Employee is hired as a permanent employee, vacation entitlement shall be calculated as follows:

Months worked as a Seasonal Employee / 12 = Equivalent Years of Continuous Service for Vacation Purposes

Vacation Entitlement in the year an employee becomes classified as a Permanent Employee shall be reduced on a prorated basis for each month of employment in the calendar year as a Seasonal Employee.

16:00 PAID HOLIDAYS

- 16:01 The following holidays shall be recognized as time off with pay for all employees:

New Year's Day	Civic Holiday
Family Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

If any of the above holidays falls on a Saturday or Sunday the Friday or the Monday as designated by the CAO shall be considered as the paid holiday for the purposes of this agreement, as well as any additional national or provincial statutory holidays.

Notwithstanding the above provision where either Christmas or Boxing Day falls on a Saturday or Sunday, the designated days may be the two (2) days immediately preceding or following Christmas or Boxing Day.

Every employee shall be granted time off with pay at their regular rate of pay in respect to a paid holiday unless:

- (1) they are required to work on a paid holiday and do not work or leaves before the end of their shift without permission from their supervisor or;
- (2) they do not work their last scheduled shift prior to or their first scheduled shift after the paid holiday unless they were off work due to illness or with permission or;
- (4) subject to the Employment Standards Act, they are on lay-off on a paid holiday or;
- (5) subject to the Employment Standards Act, they are on leave of absence without pay on a paid holiday.

16:02 Employees who are required to work on any of the above noted holidays, will be paid for a paid holiday on the actual day of the holiday and not on the City designated day.

17:00 WELFARE PLAN

17:01 Group Welfare Plan for Permanent and Seasonal employees:

Life Insurance – One and one half times (1 ½ x) basic annual salary; per the insurer, life insurance coverage will convert to \$10,000 on the day the employee attains age 65 and will terminate on the date the employee attains age 70.

Double Indemnity for Accidental Death and Dismemberment; per the Insurer, AD&D coverage will terminate on the date the employee attains age 65 or employment ceases.

- Green Shield Extended Health Care,
 - Vision Care - \$425.00 every twenty-four (24) months (effective January 1st, 2020) and \$450.00 (effective January 1st, 2022). Vision Care to include laser eye surgery.
 - One (1) eye examination by a licensed ophthalmologist or optometrist every twenty-four (24) consecutive months.
 - Orthodics & orthopaedic shoes maximum of one (1) pair \$400 per calendar year.
 - Pharmacy dispensing fees capped at \$10.00 (effective February 1, 2013 increase to \$11.00) per prescription. No O.T.C. drug coverage with the exception of those deemed by the insurer to be "life sustaining".
- Hearing Aides \$400.00
- Ward Hospital Coverage

Paramedical Benefit:

Maximum of \$1,100 (effective January 1st, 2021) per calendar year for any combination of the following services:

Physiotherapist, Clinical Psychologist or Marriage & Family Therapist, Massage Therapist, Speech Pathologist, Chiropractor, Osteopath, Podiatrist, Chiropodist, Naturopath, and Nutritional Counselling by Professional Dietician.

Maximum of \$1000 per calendar year for Psychological Benefit (MSW, Registered Counsellor or Psychologist).

Out of Province Travel Plan:

Overage Dependent Coverage is applied to the Green Shield Extended Health Care and the Dental Plan, 100% of the cost to be paid for by the City.

It is agreed that the full E.I. rebate on premiums shall be retained by the City.

The City shall pay one hundred (100%) percent of the premiums for the employees participating in the above plans.

- 17:02 Permanent and Seasonal employees covered by this agreement will be provided with the Green Shield Dental Plan #9 with Rider #3, Orthodontic \$3,000 (effective 1st of the month following ratification of the Memorandum of Settlement by the parties) maximum (50% co-pay), including Overage Dependent Coverage, at current ODA rates minus one year. The City shall pay one hundred (100%) percent of the cost of the premiums.
- 17:03 It is agreed that permanent employees covered by this agreement will be provided with a Long Term Disability Plan and the City shall pay one hundred (100%) percent of the cost of the premium.

The parties agree that eligibility for L.T.D. benefits set out in Article 17:03 will cease when:

- (a) An active employee becomes eligible for an O.M.E.R.S. unreduced early retirement pension; or
- (b) The gross monthly income payable to the employee from O.M.E.R.S., Canadian Government Annuities, Canada Pension Plan and WSIB are equal to or greater than the total monthly income payable to the employee from the Long Term Disability Benefit and the Canada Pension Plan Benefit.
- (c) An active employee attains age 65.

- 17:04 (a) An employee who is absent from work without pay for a period of 30 days or more shall be responsible for the payment of the total cost of premiums for the benefits set out in Articles 17:01, 17:02 and 17:03.
- (b) Coverage for new employees shall be effective as follows:
- (i) Extended Health Care - the first day of the month following completion of three (3) months service.
 - (ii) Group Life - the day of the month following completion of three (3) months service.
 - (iii) Dental - the first day of the month following completion of three (3) months service.
- (c) Coverages for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of February, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.

Coverages shall be in accordance with the terms and conditions of Great West Life Assurance Company Policy 320925 Division 1 (Group Life Insurance) and Great West Life Assurance Company Policy 320925 Division 11 (Long Term Disability Insurance).

- 17:05 The City agrees to cover the payment of premiums for O.H.I.P. and Extended Health Care on the same level as at the time of retirement from retirement to age 65 or until assistance is available from another source if it is before age 65 whichever occurs first. It shall also exclude payment to any retired employee engaged in full time employment.

Life Insurance Early Retiree

All employees upon retirement may revert to \$10,000 Group Life Insurance, 100% of the cost to be paid by the employee.

- 17:06 The City shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the City. The benefits under any such plan or plans will not be changed by the City without the consent of the Union.

17:07 Every employee shall be fully responsible for keeping the City informed of changes in their marital status and number of dependents. The City shall have the right to recover by payroll deduction any amounts of premiums paid in excess of such proper premiums as a result of not being properly informed by any employee of their status for the purpose of insurance and medical coverage.

18:00 SICK LEAVE

- 18:01 The provisions of this article shall cover employees absent from work as a result of personal disability caused by accident or sickness excluding pregnancy and accidents or illness covered by the WSIB.
- 18:02 Sick leave shall not be paid to employees on their probationary period, however, upon successful completion of the probation period such employee shall be credited with one and one-half days per month from the date of employment.
- 18:03 The above accumulated sick leave shall be used entirely as sick leave and not have any monetary value at the completion of an employee's service with the City whether retiring voluntarily or dismissed for cause.
- 18:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.
- 18:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of two hundred and fifty-five (255) working days.
- 18:06 Recognized days off shall not be deducted from the accumulated sick leave.
- 18:07 No member shall draw during their active service with the City, accumulated sick leave benefits if their absence from work is not due to illness as supported by the approved Certificate of a medical practitioner if required by the Department Head.

The City shall, effective 1st of the month following ratification of the Memorandum of Settlement by the parties pay up to forty dollars (\$40) (effective Feb. 1, 2014 increase to forty-five dollars (\$45)) for the completion of the City medical form when requested by the employer.

The employee shall be required to submit to their supervisor a receipt of payment in order to qualify for reimbursement.

- 18:08 An employee in receipt of W.S.I.B. payments for injuries or illness suffered during the course of employment, shall receive full salary and benefits during such period, provided that the difference between the amount of such compensation and their normal salary or wages is deducted from their unused sick leave credit and the payments shall cease when the credit is exhausted. All wage payments by the Workplace Safety & Insurance Board shall be deposited with the City.
- 18:09 Sick leave shall not accumulate during any period of absence from work without pay of thirty (30) days or more nor during any period for which sick leave is paid.
- 18:10 A master record of each employee's sick leave showing the accumulated credit and accredited debits shall be kept by the City and each employee may at reasonable times, check their current balance.

19:00 PENSIONS

- 19:01 The Ontario Municipal Employees Retirement System shall be in effect and shall be integrated with the Canada Pension Plan on January 1st, 1966.

Participation in this plan by all employees hired as permanent employees shall be a condition of employment.

The City agrees that it will not alter or amend the Pension Plan in effect at the signing of this agreement without the consent of the Union.

- 19:02 The City shall provide all eligible permanent employees with the O.M.E.R.S. Type 1 Supplementary Benefits (past service with the City).

20:00 TOOLS, EQUIPMENT AND WORK CLOTHING

- 20:01 The City will provide all tools with the exception of "Mechanics" small tools. Mechanics will be provided with an annual tool allowance of two hundred fifty dollars (\$250.00) (effective 1st of month following

ratification for the Memorandum of Settlement by the parties) and increase tool allowance to two hundred and seventy-five dollars (\$275) effective Feb. 1, 2017. All employees will be provided with an annual safety footwear allowance of two hundred dollars (\$200.00) (effective 1st of month following ratification for the Memorandum of Settlement by the parties) for the purchase of one (1) pair of C.S.A. approved safety boots, to be paid the first pay in June.

Electronics – Electrical Repairperson, Boiler Operator - Handyperson, Sign Painter and Serviceperson will have broken tools replaced as necessary. The City will supply rubber coats, pants, boots and rubber gloves for those engaged in work where such clothing is necessary. The City shall provide two (2) changes of coveralls each week to the following employees: mechanics, welders and servicepersons.

All other employees shall be provided by the City annually with a voucher to obtain one (1) pair of coveralls at a supplier designated by the City. Such employees are responsible for having at work and wearing the coveralls where required for the work assigned. Further, such employees are responsible for maintaining the coveralls in a condition suitable to the City.

Household Hazardous Waste (HHW) shall be provided a shop coat once a year.

20:02 All employees who are employed by June 15th each year will be provided with the boot allowance, tool allowance and coveralls or coverall voucher as set out in 20:01 by June 1st of that year.

Employees absent from work and in receipt of W.S.I.B., sick leave or LTD, benefits for six (6) or more months during the twelve (12) months immediately preceding June 15th of any given year shall not be entitled to receive the boot allowance, tool allowance, coveralls or coverall voucher.

No payment, allowance or voucher will be given to employees who are absent from work without pay for six (6) months or more during the twelve (12) months immediately preceding June 15th of any given year.

21:00 CONTRACTING OUT

21:01 The parties hereby agree that there shall be no restriction on contracting out by the City of their work or services of a kind and to the degree now performed by employees represented herein, provided however, that no permanent employee who has completed four (4) years of service will be laid off due to contracting out.

22:00 INCLEMENT WEATHER

22:01 If during inclement weather, outside work is not possible in the opinion of the Superintendent, then they shall suspend operations on those works or the works which in their opinion cannot proceed. The crew or crews involved in the work will be dispatched from the job for remainder of that day and until such time as conditions warrant a renewal of work operations. The workers on such jobs shall receive pay for the actual number of hours worked during the day of stoppage. If this provision affects the job involved more than two consecutive days, seniority provisions of layoff shall prevail.

22:02 Employees who report for work and who have not been previously notified not to report for work and who are subsequently sent home because of inclement weather, shall receive four (4) hours pay at straight time at their regular rate.

22:03 When it is necessary for employees to work in an emergency during such weather, the City will provide rubber coats, boots and hats. The City shall also equip the trucks with suitable covering to protect the employees riding to and from work.

The City shall provide adequate sanitary facilities and provide means whereby the employees can change and dry their wet clothing.

23:00 WAGE SCHEDULE

23:01 Wage rates and classifications shall be as outlined in Schedules "A" and "B", attached hereto and shall form an integral part of this agreement.

- 23:02 When an employee relieves in a higher classification they shall receive the rate of pay for the higher classification while so relieving, but shall receive not less than one (1) hours pay at the higher rate.
- 23:03 Employees covered by this Agreement shall be paid every second Thursday by direct payroll deposit.

24:00 TERM OF AGREEMENT

- 24:01 This agreement shall continue in force in effect from February 1st, 2019 until January 31st, 2023. Either party to this agreement may not more than ninety (90) days and not less than thirty (30) days prior to January 31st, 2023 present to the other party in writing, proposed amendments to this agreement. The parties agree to arrange a meeting during the above mentioned period to exchange proposed contract amendments. Failing agreement by January 31st, 2023 this agreement and all its terms shall continue in force until a new agreement is executed.
- 24:02 Unless either party gives to the other party a written notice of termination or a desire to amend this agreement, then it shall continue in effect for a further year without change and so on from year to year thereafter.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

THE CITY OF THE CITY
OF SAULT STE. MARIE

(MAYOR)

(CLERK)

LOCAL #3, CANADIAN UNION
OF PUBLIC EMPLOYEES

“Paul Beauchamp”
(PRESIDENT)

“Mark Harrington”
(GROUP VICE-PRESIDENT)

“Ron Olar”
(NEGOTIATING COMMITTEE)

“Pat Buczel”
(NEGOTIATING COMMITTEE)

SCHEDULE "A"
WAGE SCHEDULE - PUBLIC WORKS

<u>Job Class</u>	<u>Feb. 1, 2019</u>	<u>Feb 1, 2020</u>	<u>Feb. 1, 2021</u>	<u>Feb. 1, 2022</u>
1	22.39	22.82	23.21	23.60
2	24.37	24.83	25.25	25.68
3	24.89	25.36	25.79	26.23
4	25.41	25.89	26.33	26.78
5	25.79	26.28	26.73	27.18
6	26.55	27.05	27.51	27.98
7	28.36	28.90	29.39	29.89
8	28.93	29.48	29.98	30.49
9	29.96	30.53	31.05	31.58
10	30.59	31.17	31.70	32.24
11	31.20	31.79	32.33	32.88
12	31.97	32.58	33.13	33.69
13	33.53	34.17	34.75	35.34
14	35.18	35.85	36.46	37.08
15	37.23	37.94	38.58	39.24

Students

Job Class	Feb. 1, 2019	Feb. 1, 2020	Feb. 1, 2021	Feb. 1, 2022
1st year	\$14.00	\$14.25	\$14.45	\$14.65
2nd year	\$14.20	\$14.50	\$14.60	\$14.90
3rd year	\$14.55	\$14.70	\$14.80	\$15.10

- (1) Probation Labour Rate shall be at the wage rate paid to labourers during their probationary period as referred to in Article 11:04.
- (2) An Operator shall receive an additional \$.55 per hour for operating a truck with the wing plow in use without the assistance of a wing-person.

APPRENTICE WAGE SCHEDULE AND JOB CLASSIFICATION:

Apprentices shall be paid on the following formula:

Apprentices shall receive not less than the labour rate and shall receive increases in equal increments after completion of each 1800 hour period until the full journeyman rate is achieved in accordance with the total hours required for the particular trade.

Clarity Note: Per the Memorandum of Settlement, City and Union commits to negotiating the Mechanic portion of this program, as there are two required certifications.

GENERAL CARPENTER AND WELDER APPRENTICE RATES

Level		Hours	Feb. 1, 2019	Feb. 1, 2020	Feb. 1, 2021	Feb. 1, 2022
Level 1	Probation Labour	0 - 1800	\$22.39	\$22.82	\$23.21	\$23.60
Level 2	110%	1801 - 3600	\$24.63	\$25.10	\$25.53	\$25.96
Level 3	115%	3601 - 5400	\$25.75	\$26.24	\$26.69	\$27.14
Level 4	120%	5401 - 7200	\$26.87	\$27.38	\$27.85	\$28.32

ELECTRICIAN: CONSTRUCTION & MAINTENANCE APPRENTICE RATES

Level		Hours	Feb. 1, 2019	Feb. 1, 2020	Feb. 1, 2021	Feb. 1, 2022
Level 1	Probation Labour	0 - 1800	\$22.39	\$22.82	\$23.21	\$23.60
Level 2	105%	1801 - 3600	\$23.51	\$23.96	\$24.37	\$24.78
Level 3	110%	3601 - 5400	\$24.63	\$25.10	\$25.53	\$25.96
Level 4	115%	5401 - 7200	\$25.75	\$26.24	\$26.69	\$27.14
Level 5	120%	7201 - 9000	\$26.87	\$27.38	\$27.85	\$28.32

REFRIGERATION & A/C MECHANIC (HVAC) APPRENTICE RATES

Level		Hours	Feb. 1, 2019	Feb. 1, 2020	Feb. 1, 2021	Feb. 1, 2022
Level 1	Probation Labour	0 - 1800	\$22.39	\$22.82	\$23.21	\$23.60
Level 2	105%	1801 - 3600	\$23.51	\$23.96	\$24.37	\$24.78
Level 3	110%	3601 - 5400	\$24.63	\$25.10	\$25.53	\$25.96
Level 4	115%	5401 - 7200	\$25.75	\$26.24	\$26.69	\$27.14
Level 5	120%	7201 - 9000	\$26.87	\$27.38	\$27.85	\$28.32

SCHEDULE "B"
JOB CLASSIFICATION

<u>CATEGORY & JOB</u>	<u>JOB CLASS</u>
<u>Labour:</u>	
Probation Labour	1
Labour	2
* Janitor/Watchperson	3
Flusher Truck Labour	4
Saw Operator	
Litter Hog	
Asphalt Raker	
Hazardous Waste Depot - Landfill	7
<u>Skilled Labourer:</u>	7
Pipelaying	
Cement Finisher	
Masonry Worker	
Gradeperson	
Trades Helper – Wastewater	7
Lead Hand Labour	9
<u>Operators:</u>	
* Scale Operator	3
Sweeper	6
Tractor	
Catch Basin Cleaner	
Mower	
Roller	
Truck Driver	
Forklift, Boom Truck	
Steamer Operator	
Asphalt Zipper	
Street Flusher	
Painting Applicator	
Sidewalk Plow	
Asphalt Recycler	7
Asphalt Spreader	
Front End Loader	
Bulldozer	

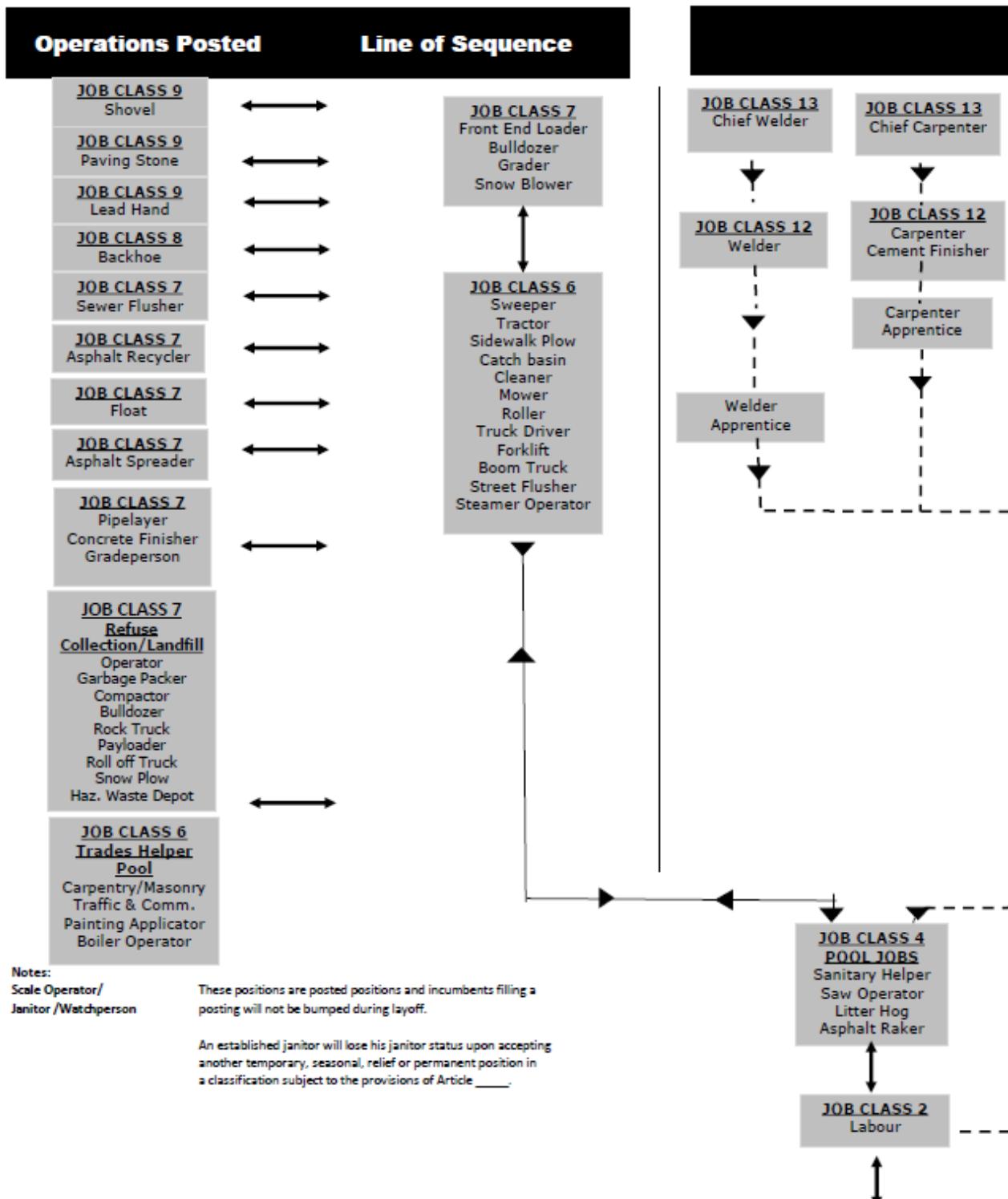
Grader	
Float	
Snowblower	7 (continued)
Sewer Flusher	
Landfill Truck Driver	
Landfill Packer	
Loader and Compactor	
Backhoe Operator/Hydraulic Back Hoe	8
Shovel	9
Lead Hand Operations	9

* - Posted positions and incumbents filling such posting will not be bumped during layoff.

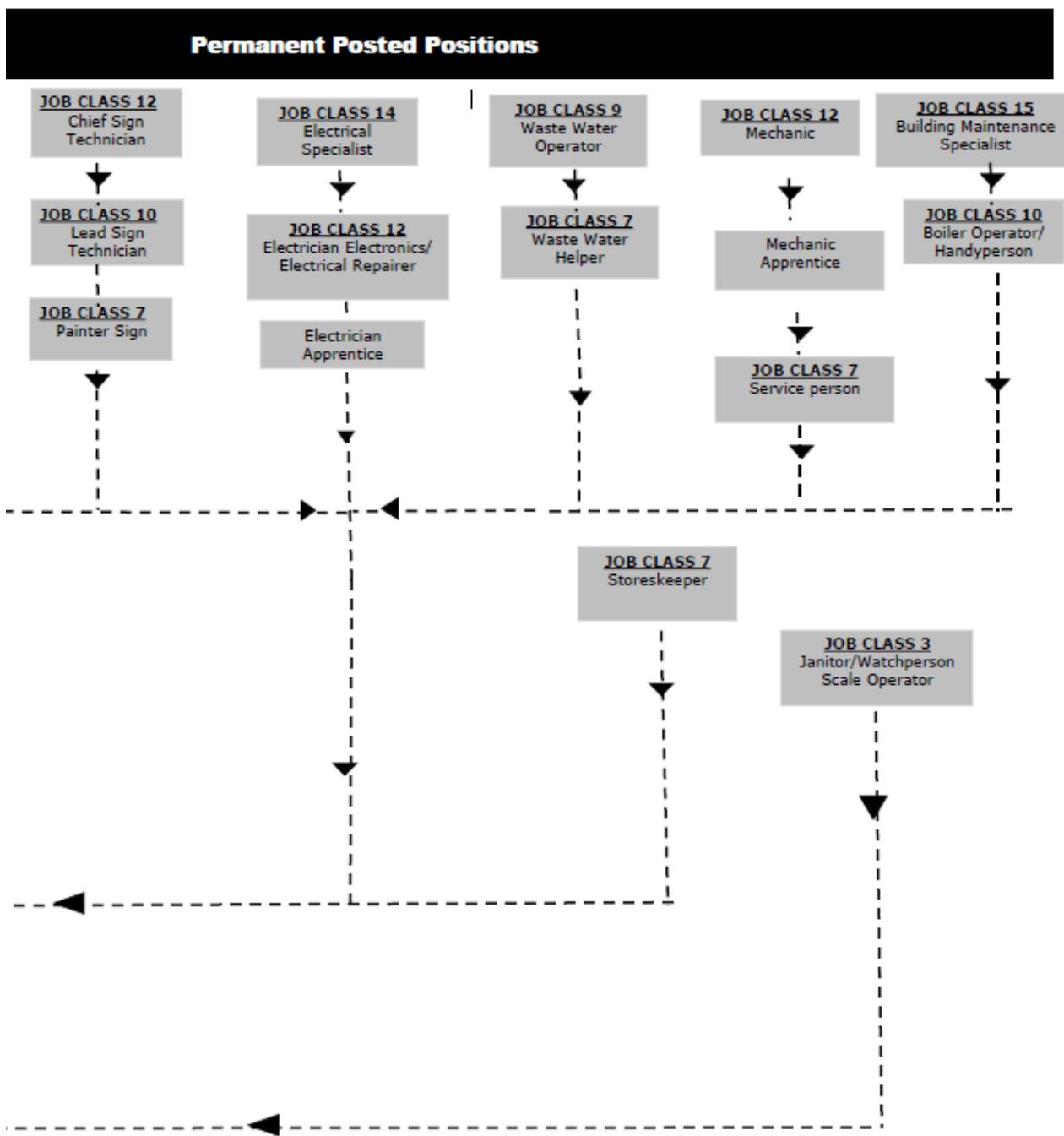
Trades:

Trades Helper Pool	6
Storekeeper	
Serviceperson	7
Sign Technician	
Trades Helper – Waste Water	7
Waste Water Operator	9
Lead Sign Technician	10
Boiler Operator/Handyperson	
Chief Electronics – Electrical Repairperson	12
Chief Sign Technician	
Carpenter	
Welder	
Electrician	
Mechanic	
Electronics – Electrical Repairperson	
Chief Welder	13
Chief Carpenter	
Electrical Specialist (special rate)	14
Building Maintenance Specialist (special rate)	15

Public Works Division Line of Sequence



and Posted Position Chart



LETTER #1

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: SUBSIDIZED WORK PROGRAMS

Local 3 C.U.P.E. hereby agrees to the participation by the City in the above programs in areas of its jurisdiction subject to the following conditions:

- (i) The participation in such programs will in no case displace an employee under the jurisdiction of Local 3 C.U.P.E.
- (ii) Local 3 C.U.P.E. will be given advance notice of such programs including work location, type of work and the term of the program.
- (iii) Persons engaged in such programs shall not be covered by any term of the collective agreement and shall not acquire any right to a position included in the collective agreement.
- (iv) This understanding may be cancelled at any time upon providing 30 days notice in writing of such cancellation.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”
“Felicia Forbes”

FOR CITY

“Peter Niro”
“Ida Bruno”
“Larry Girardi”
“Susan Hamilton-Beach”
“Monty Pinder”

LETTER #2

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

The parties agree to the following procedures in the case of a first conviction and loss of driver's licence for impaired driving.

- 1) Each case will be judged in its merits and will be at the discretion of the City.
- 2) The employee will exercise his seniority rights in the labour pool in accordance with the collective agreement.
- 3) In the event the employee does not have sufficient seniority he will be placed on lay-off.
- 4) The provisions of Articles 12:07 and 12:21 will be waived for the period of time an employee's licence is suspended.
- 5) On reinstatement of the driver's licence the employee will be returned to his former position in accordance with seniority standing at the time the driver's licence was suspended
- 6) The provisions of Articles 12:07 and 12:21 will apply for any subsequent conviction for impaired driving and loss of driver's licence.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
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“Felicia Forbes”

FOR CITY

“Peter Niro”
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“Susan Hamilton-Beach”
“Monty Pinder”

LETTER #3

LABOUR-MANAGEMENT COMMITTEE

TERMS AND CONDITIONS

The City of Sault Ste. Marie and Local 3. C.U.P.E. – P.W.T., agree to the following terms related to the provision of Article 4:06 of the collective agreement:

1. The Committee will consist of two representatives of each party to deal with matters of mutual concern relating to the work place.
2. Meetings will be scheduled as necessary on request of either party at a mutually agreed time and location.
3. The members of the Committee shall receive the normal rate of pay for attendance at meetings during their scheduled working hours but no payment will be made for time spent outside regular hours.
4. Either party, or jointly if appropriate, shall prepare an agenda for distribution to all members of the Committee at least one week in advance of the meeting. Minutes of the meetings will be prepared and distributed as determined by the Committee.
5. The Committee shall not deal with any matter that is the subject of a grievance or is more properly dealt with in the collective bargaining process.
6. The Committee shall not have the authority to alter or amend the collective agreement or make any decision inconsistent with its provisions.
7. The representatives agree to make every effort to deal with issues in a co-operative manner.
8. It is to be understood that in the event that either part requires the assistance of their respective representative (i.e. CUPE National Representative; Commissioner of Human Resources) the Labour Management meeting will be arranged by the representatives.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”
“Felicia Forbes”

FOR CITY

“Peter Niro”
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“Larry Girardi”
“Susan Hamilton-Beach”
“Monty Pinder”

LETTER #4

MEMORANDUM OF UNDERSTANDING

RE: JANITOR POSITION – PROTECTED CLASSIFICATION STATUS

The parties agree that employees permanently assigned to the Janitor position will not be subject to displacement by senior employees from other classifications.

This arrangement will continue subject to the following terms and conditions:

- (i) Permanent vacancies for the position of Janitor will be posted and filled in accordance with Article 11:07 (b) of the agreement.
- (ii) Once an employee satisfactorily completes the probation period he will not be subject to displacement by other senior employees except by another more senior Janitor.
- (iii) An established employee in the Janitor position will lose his protected status upon accepting another temporary, seasonal, relief or permanent position in another classification subject to the provisions of Article 11:07.
- (iv) In the event an established Janitor moves to another classification, the vacant position will be posted and the successful applicant will obtain protected status.
- (v) This agreement regarding twelve (12) hours shifts for Janitors may be terminated at any time by either party with thirty (30) days notice in writing to the other party.
- (vi) Unpaid Lieu Day for Statutory Holiday if holiday falls upon Schedule Day Off provided:
 - such lieu day is mutually agreed with the supervisor and
 - is applicable to only one (1) employee for any given Statutory Holiday.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”
“Felicia Forbes”

FOR CITY

“Peter Niro”
“Ida Bruno”
“Larry Girardi”
“Susan Hamilton-Beach”
“Monty Pinder”

LETTER #5

MEMORANDUM OF AGREEMENT

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

POSITION RE: WORKING LEAD HAND

All new vacancies for Lead Hand shall be posted. Such postings shall be for a generic Lead Hand and shall not hold a Labourer or Operator designation. The employees currently established as Lead Hand will remain established. There will be one Lead Hand Labourer position which will be filled by the senior established Lead Hand Labourer. When the senior employee is not available, the next most senior Lead Hand Labourer will fill in on a replacement basis. If none of the currently established Lead Hand Labourers are available, the position will be filled from amongst the generic Lead Hands.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”
“Felicia Forbes”

FOR CITY

“Peter Niro”
“Ida Bruno”
“Larry Girardi”
“Susan Hamilton-Beach”
“Monty Pinder”

LETTER #6

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: ABSENTEEISM

Both Parties are concerned with the overall absenteeism and its related costs and causes among this group.

The Parties agree to utilize the Joint Consultation Committee structure to discuss absenteeism with the express purpose of resolving these issues.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”
“Felicia Forbes”

FOR CITY

“Peter Niro”
“Ida Bruno”
“Larry Girardi”
“Susan Hamilton-Beach”
“Monty Pinder”

LETTER #7

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: GROUP VICE PRESIDENT - DAY SHIFT

The parties agree that for the term of this collective agreement the Elected Group Vice President of Local 3 PWT **may request to be** assigned to day shifts.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”
“Felicia Forbes”

FOR CITY

“Peter Niro”
“Ida Bruno”
“Larry Girardi”
“Susan Hamilton-Beach”
“Monty Pinder”

LETTER #8

LETTER OF CLARIFICATION

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: VACATION SCHEDULING

The Department will amend its vacation selection for the years 2019 - 2023 to operate as follows:

- First Pick to be two (2) weeks which can be two (2) consecutive weeks, or two (2) single weeks; by seniority.
- Second Pick – Select balance of vacation by seniority (Calendar week blocks)
- Once selected, vacation cannot be changed except by approval of the Department.
- Single day vacation selections permitted only by approval of the Department.
- Employees by seniority will make vacation selections at a predetermined date and time from a Master Vacation Board.
- Selections to be submitted by February 1st of current year of vacation selection. The Department will confirm vacation selections by March 1st.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”
“Felicia Forbes”

FOR CITY

“Peter Niro”
“Ida Bruno”
“Larry Girardi”
“Susan Hamilton-Beach”
“Monty Pinder”

LETTER #9

LETTER OF CLARIFICATION

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: WELFARE PLAN

The parties agree to meet during the term of the Collective Agreement to discuss welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”
“Felicia Forbes”

FOR CITY

“Peter Niro”
“Ida Bruno”
“Larry Girardi”
“Susan Hamilton-Beach”
“Monty Pinder”

LETTER #10

LETTER OF CLARIFICATION

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: ARTICLE 2:03

It is understood by the parties with respect to Temporary Supervisors, that their primary focus will be the supervision of employees. However, it is further understood that such Temporary Supervisors can perform the work of the bargaining unit such as operating equipment and performing various labour duties. It is further understood that such work may be performed as required from time to time to assist in the flow of work.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”
“Felicia Forbes”

FOR CITY

“Peter Niro”
“Ida Bruno”
“Larry Girardi”
“Susan Hamilton-Beach”
“Monty Pinder”

LETTER #11

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

The Return to Work Coordinator or designate will request the attendance of a Union Representative* at a meeting required for the accommodation of an employee with:

- (a) a permanent disability or
 - (b) a temporary disability known at the outset to be for a duration greater than thirty (30) days.
- * The Union shall designate the representative(s) to deal with disability related matters. Unavailability or non-attendance of the designated Union representative at meetings arranged by the Return to Work Coordinator or designate shall not delay the accommodation process.
 - * Either party may request a re-scheduling of a meeting with notice to the other party within five (5) days of such meeting being scheduled.
 - Both parties recognize the benefits of early and safe return to work and the parties endeavour to schedule meetings to deal with such matters as promptly as possible.

The Union can propose alternative accommodations including entry level positions.

It is understood the employee and union will be provided with a reasonable amount of time to consider and respond to a proposed permanent disability accommodation.

The Return to Work Coordinator or designate will arrange quarterly meetings with the designated Union Representative to review accommodation activity.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”

FOR CITY

“Peter Niro”
“Ida Bruno”
“Larry Girardi”
“Susan Hamilton-Beach”

"Felicia Forbes"

"Monty Pinder"
LETTER #12

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: CONSOLIDATION OF LOCAL 3 CSD COLLECTIVE AGREEMENT

Whereas the parties agree that it is beneficial to consolidate the Local 3 Community Services Collective Agreement in whole or in part into the Local 3 Public Works and Transportation Collective Agreement the parties agree to form a Committee consisting of Union representatives from Local 3 CSD (3 representatives - one (1) from each of Cemeteries, Parks and Facilities), Local 3 PWT (3 representatives) and representatives of the City for this purpose.

The parties will meet during the term of the collective agreement to endeavour to negotiate and agree upon in the form of a Memorandum of Agreement, the additions, deletions and/or modifications necessary to consolidate the Local 3 CSD agreement into the Local 3 PWT Collective Agreement.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

FOR CITY

"Mark Harrington"

"Peter Niro"

"Paul Beauchamp"

"Ida Bruno"

"Ron Olar"

"Larry Girardi"

"Pat Buczel"

"Susan Hamilton-Beach"

"Felicia Forbes"

"Monty Pinder"

LETTER #13

LETTER OF UNDERSTANDING

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

The City agrees to maintain the wages of an employee on Paid Approved Union Leave subject to the following conditions:

This Letter of Understanding will provide for a trial period for this process until December 31st, 2013 at which time such agreement shall be null and void unless renewed by mutual agreement of the parties.

The Union has confirmed that it will provide WSIB coverage for members on Leave for Union Business. The Union shall provide to the City initially and at any time upon request thereafter its WSIB Clearance Certificate to verify it has such valid coverage. The Union shall also provide to the City its WSIB account number. It is the responsibility of the Union to maintain such coverage. Failure of the Union to maintain such coverage shall make this agreement null and void. The City will not be responsible for WSIB coverage when an employee is on such leave.

The parties agree to meet during the term of the collective agreement prior to December 31, 2013 to discuss how the agreement is progressing and address any problems or concerns that may have arisen.

The agreement shall state that the Union will promptly reimburse the City within thirty (30) days of the date of the invoice for the amounts owing for such leaves.

The City will issue such invoices on a frequency of no greater than once per month.

For each employee granted such leave, it will appear as a separate code (Paid Approved Union Leave – P.A.U.L.) on the employee's pay stub and the City shall invoice for reimbursement from the respective Union the amount of wages, Employer Health Tax, City OMERS share, City share of CPP and City share of EI.

For approved leaves of twenty (20) working days or more, the Union shall also reimburse the City the monthly benefit premiums for Extended Health Care, Dental Plan, Life & ADD, and LTD. Also, the City will invoice for the applicable vacation entitlement percentage (2% per week of vacation entitlement) for the period of absence plus a Sick Leave reimbursement amount of 1.5 day's pay for each twenty (20) working days absence.

In addition to the previously noted amounts, the City shall bill the Union on each invoice the amount of two (2) hours at the CUPE 67 Civic JC 12 Level 4 rate for the preparation of such invoice.

The City shall send the invoice for such reimbursement to the address designated by the Union. The Union has confirmed that invoices for all CUPE Locals will be sent to the one (1) identified address.

The address is: CUPE, Sault Ste. Marie Area Office, 421 Bay Street, Suite 606, Sault Ste. Marie, Ontario, P6A 1X3.

Requests for Leave for Union Business approved by a representative of the Union shall be on a form provided by the City for approval by the respective Department Head and distributed to Accounting Division with a copy to the Human Resources Department.

The commencement date of this process shall be on the first of a month as soon as practicable following ratification of the Memorandum of Settlement by the parties.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”
“Felicia Forbes”

FOR CITY

“Peter Niro”
“Ida Bruno”
“Larry Girardi”
“Susan Hamilton-Beach”
“Monty Pinder”

LETTER #14

LETTER OF AGREEMENT

Between

THE CITY OF SAULT STE. MARIE

AND

LOCAL 3 C.U.P.E. – P.W.T.

RE: STUDENT EMPLOYEES

The Corporation and the Union support the hiring of students during regular school vacation periods and recognizes the importance of supporting this practice. This letter is in reference to those student positions, which are created to supplement the regular bargaining unit staff during traditional school summer vacation periods. The number of students employed in the Summer shall not exceed ten (10) without written agreement from the Union. The parties agree to meet annually at the conclusion of the summer season to discuss the continuation of the student program recognizing the work requirements are unique.

Definition of a Student:

A student is defined as an employee currently enrolled in an educational institution returning to an educational institution and who is on a regular school summer vacation. The rate of pay for a student will be defined under the Schedule A.

Collective Agreement:

The provisions of the Collective Agreement shall not apply to students. Students will be employed once all PWT employees are recalled to work.

Work Assignment:

Work performed during or resulting from the hiring of students shall not result in lay off, demotion or displacement of any employee in the bargaining unit. All laid off employees shall be called back to work before students are employed.

Both parties agree that students will be hired to assist the workforce of the City and that part-time employees will be given preference over students of leaves of absence.

Signed at Sault Ste. Marie this 4th day of September, 2019.

FOR C.U.P.E. LOCAL 3

“Mark Harrington”
“Paul Beauchamp”
“Ron Olar”
“Pat Buczel”
“Felicia Forbes”

FOR CITY

“Peter Niro”
“Ida Bruno”
“Larry Girardi”
“Susan Hamilton-Beach”
“Monty Pinder”

NOTES:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-174

DELEGATION TO DIRECTOR OF COMMUNITY SERVICES: (C3) A by-law to authorize the Director of Community Services, or his/her designate, to enter into standard agreements between the City and suite holders of the GFL Memorial Gardens (or as named in the Agreement, Sault Ste. Marie Sports & Entertainment Centre).

WHEREAS Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, allows for City Council to delegate Council's powers under the *Municipal Act, 2001* to officers and employees of the City;

AND WHEREAS City Council passed By-law 2007-113 which delegated to the Manager of Community Centres, Council's power to enter into standard agreements for Suite Holder Agreements;

AND WHEREAS it is most practical to have this authority at a higher level in the event of staffing annual leave or other vacancies;

AND WHEREAS other City facilities agreement provide similar authority to the Community Development & Enterprise Services Department, and specifically the Director of Community Services;

AND WHEREAS City Council considers it desirable for the purposes of efficient service delivery to delegate the authority to enter into these agreements on behalf of the City to the Director of Community Services, or his/her designate;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, **ENACTS** as follows:

1. REPEAL OF BY-LAW 2007-113

By-law 2007-113 is hereby repealed.

2. AUTHORITY TO ENTER INTO SUITE HOLDER AGREEMENTS DELEGATED

- i) The Director of Community Services or his/her designate is hereby authorized for and in the name of the Corporation to execute the standard Suite Holder Agreement in the form of Schedule "A" to this by-law.
- ii) The Director of Community Services or his/her designate is further authorized to make minor variations from this standard form agreement to suit the needs of the particular user, such variation shall be completed only with consultation with the Legal Department.
- iii) The Director of Community Services or his/her designate is further authorized to assign, extend, and enter into this standard agreement with any party whether currently a suite holder, new, or potential.

3. SCHEDULE "A"

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

4. APPEAL TO CITY COUNCIL

Where the potential suite holder is not satisfied with the position of the Director of Community Services, or his/her designate, the potential suite holder may require the matter to be referred to City Council.

5. EXECUTION OF DOCUMENTS

The powers delegated to the Director of Community Services, or his/her designate, under Section 2 of this by-law include the power to execute the Suite Holder Agreements on behalf of The Corporation of the City of Sault Ste. Marie.

6. EFFECTIVE DATE

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

PASSED in open Council this 14th day of September, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

SAULT STE. MARIE SPORTS & ENTERTAINMENT CENTRE

PRIVATE SUITE HOLDER LICENSE AGREEMENT

This Agreement made on the _____ day of _____, 20____.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called "THE CITY"

-AND-

(Hereinafter called the "Suite Holder")

WHEREAS the City is the owner of the Sault Ste. Marie Sports & Entertainment Centre (herein after referred to as the "Centre") located on Queen Street East, in the City of Sault Ste. Marie, Ontario.

AND WHEREAS the City has agreed to offer a license for the use of a suite ("Suite") at the Centre, to the Suite Holder for ten (10) years, commencing September _____, 20____, for an annual license fee of _____.

NOW THEREFORE IN CONSIDERATION of the mutual promises, covenants and agreements herein contained, the parties hereto agree as follows:

1. GRANT OF LICENSE AND RELATIONSHIP

1.1 The City hereby grants an exclusive license to the Suite Holder to use the Suite, during the Term, in accordance with the terms and conditions and Schedules A, B and C of this Agreement.

1.2 The relationship between the City and the Suite Holder is solely that of a proprietor and a party licensed for the non-full-time use and occupation of the Suite and not one of Landlord and Tenant, and

nothing contained herein shall confer on or vest in the Suite Holder any title, ownership interest or estate in the Suite, the Centre or the lanes on which the Centre is located and constructed upon.

2. INCLUDED SERVICES

2.1 Except as otherwise provided during the Term, the City shall provide to the Suite Holder the following:

- a) Two (2) parking spaces in the Centre's west parking lot entrance, designated by the City at its sole discretion and which may be changed from time to time, to be used for Events;
- b) housekeeping services after the conclusion of each Event; and,
- c) all utility services to the Suite, including water, heat, air conditioning and electricity.

2.2 The ordinary and necessary maintenance and repair in the Suite to be provided by the City shall not include maintenance and repair work required as a result of the negligence or vandalism (as determined by the City) by the Suite Holder or any guest of the Suite Holder ("Suite Holder Guest"). The City will have such damage repaired and that expense will be paid by the Suite Holder within 30 days of being invoiced by the City. The Suite Holder shall not affix to any surface of the Suite any nails, tacks, tape, staples or similar fasteners, without the expressed written permission of the City's authorized delegate or assigned.

3. FIXTURES, FURNISHINGS AND EQUIPMENT

3.1 At the expense of the City, each Suite will include the standard features outlined in Schedule B. The Suite Holder, at its cost, shall choose, purchase and install furniture and fixtures for the Suite that are quality products in good repair.

3.2 The City will provide a telephone line to the Suite. The Suite Holder will be responsible for contracting this directly with the telephone system provider and will be solely responsible for payments.

3.3 The Suite Holder shall not make any additions or alterations to the interior or exterior of the Suite or the furniture, fixtures and equipment without the express written permission of the City's authorized delegate or assigned.

4. SUITE HOLDER PRIVILEGES

4.1 During the Term, upon presentation of an Event ticket showing Suite access, the Suite Holder or a Suite Holder Guest, as the case may be, will be allowed admittance to the Suite in accordance with the terms of this Agreement and specifically subject to Rules and Regulations attached hereto as Schedule C, or as amended from time to time by the City's authorized delegate or assigned as provided to the Suite Holder.

4.2 The Suite Holder and its guests may access the Suite up to one (1.0) hour prior to the scheduled Event start time and up to one-half (0.5) hour past the finish of these Events excluding Events with sound checks or closed rehearsals. Use of the Suite outside of these hours requires the written consent from the City's authorized delegate or assigned. The Suite cannot be used for overnight accommodation or residential or office purposes.

4.3 During the Term, the Suite Holder shall have the option of purchasing additional Event tickets for the Suite for which the City makes additional Event tickets available, provided however that the total number of tickets for the Suite issued or made available for each Event shall not exceed the maximum capacity of the Suite as determined by the Rules.

4.4 The number of occupants of the Suite shall not exceed the maximum capacity as determined by the Rules. No person shall be entitled to access and usage of the Suite without an Event ticket expressing Suite access for a specified event.

4.5 The Suite Holder may, with advance notice and at its own expense, obtain the services of one or more attendants through the City to be present at any Event to serve guests exclusively in their Suite alone. This service is beyond the minimum level of service which will be provided whereby one attendant may service a limited number of suites. The Suite Holder shall be charged by the City for the services provided by any attendants at rates determined by the City and such charges shall be payable at the time the service is provided.

4.6 A full range of catering services shall be available to the Suite Holder as per the Regulations outlined in Schedule "C" attached hereto.

4.7 The Suite Holder and any Suite Holder Guest shall be entitled to enter the Centre by the VIP entrance as designated by the City's authorized delegate or assigned. The City and its authorized delegate or assigned reserves the right to change the entrance privileges at its discretion if deemed necessary for operational purposes.

4.8 For exclusive-use Suite Holders the City or any delegate of the City will sub-license the Suite for non-Soo Greyhounds events unless notified more than 28 days in advance of the event that Suite Holder wishes to purchase the required number of seats (8/9/10) for the said event.

5. LICENSE TERM

5.1 The Term of this Agreement shall commence on September 1, 20____.

5.2 The Term of the Agreement, which provides for the exclusive use of the Suite Holder's Suite for all spectator events in the Centre will be for the number of years indicated within the recitals this Agreement.

5.3 No later than six months prior to the expiry of the Term, the City or any delegate of the City

shall notify the Suite Holder of the License Fee for the first year following the expiry of any term. The Suite Holder shall have the first option to enter into a new Suite Holder License Agreement on such terms and conditions as the City shall then establish for all Suite Holders. To initiate this option, six months prior to the expiration of the Term, the Suite Holder must provide written notice to the City, attention Director of Community Services of its intention to exercise this option or it shall terminate at the end of the Term. The Suite Holder will not be permitted to exercise his or her option to renew if the Suite Holder is in default of any terms, covenants and conditions of this Agreement.

5.4 The Suite Holder shall pay to the City an amount equal to any consumption, sales tax and goods and services tax and any other tax levied or to be levied by any government authority during the Term of this Agreement with respect to or in relation to any payments made pursuant to this Agreement.

6. EVENT CONDITIONS

6.1 An Event (the "Event") is defined as any occasion when the Centre is open to the public subject to the purchase of a ticket to enter the Centre and where over 2,000 tickets have been or are anticipated to be sold.

6.2 The Suite Holder acknowledges and agrees that nothing contained herein shall constitute a representation, warranty, promise, covenant or guarantee by the City that a particular Event or any Events will be held or performed in the Centre during the Term.

6.3 The Suite Holder acknowledges that for certain non-Soo Greyhounds Events, the City may determine that the view from the Suite is obstructed due to the location of the stage and/or support equipment. In such cases, the City's authorized delegate or assigned will use best efforts to negotiate with the event promoter the availability of alternate seating of the best quality available. During such an Event, the Suite Holder will still have the right to use the Suite for social purposes before, during and after the Event, subject to the limitations set forth in section 4.2.

7. RIGHT OF ENTRY

7.1 The City and its employees and any manager or employees of the manager designated by the City shall have the continued right to enter the Suite at any and all times including, without limitation, for any purpose set forth in the Rules.

7.2 The Suite Holder shall not change the locks to the Suite or attempt to restrict access to the Suite by the City in any way.

8. EJECTION

8.1 The City and its employees and any manager and employees of the manager designated by the City reserve the right to eject from the Centre the Suite Holder or any Suite Holder Guest who, in the opinion of the City and its employees and any manager or employees of the manager designated by the City, is conducting themselves in an objectionable manner, and the Suite Holder hereby waives any and

all claims for damages, liability or expense arising from the exercise of such right and the Suite Holder shall indemnify the City and its employees and the manager or employees of the manager designated by the City from and against any cost or damages arising from the exercise of such right. Such indemnification for any act or omission as shall occur during the Term of this Agreement and shall survive the termination of this Agreement.

9. FORCE MAJEURE

9.1 The City shall not be responsible to the Suite Holder to refund the License Fee or any part thereof or perform any term or condition of this Agreement if such performance is prevented by anything beyond the reasonable control of the City, whether caused by reason of strike, lockout or other labor dispute, civil violence, inability to procure materials, failure of electricity or other utilities, restrictive governmental laws or regulations enacted subsequent to the date of this Agreement, riots, insurrection, wars, acts of God, inclement weather or otherwise.

10. TERMINATION

10.1 In the event that the Suite Holder shall breach any terms or conditions of this Agreement in addition, to any other legal rights the City may have, the Suite Holder shall have 30 days to cure the breach after receiving written notice from the City, failing which the City may immediately terminate the license hereunder and retain all amounts paid by the Suite Holder to the City as liquidated damages as a genuine pre-estimate of the Centre damages or on account of the Centre damages without prejudice to any other rights and remedies which the City may have at law or in equity, as the City may elect.

11. WAIVER INDEMNIFICATION AND DAMAGE

11.1 Neither the City, its officers, partners, agents or employees, nor any manager designated by it shall be responsible for any loss, damage or any injury to any person or to any of the property of the Suite Holder or any Suite Holder Guest resulting from any cause whatsoever, not limited to theft or vandalism, unless due to the willful misconduct of the City or its designated manager.

11.2 The Suite Holder shall indemnify and hold harmless the City and its designated manager and its respective officers, partners, agents and employees, from and against any cost, damage, claim, liability or expense arising from any injury or damage to the Centre, the Suite, the Suite Holder and any Suite Holder Guest where the injury or damage arises from any cause whatsoever, unless due to willful misconduct of the City or its designated manager. Such indemnification for any act or omission as shall occur during the Term of this Agreement and shall survive the termination of this Agreement.

11.3 If during any License year the Suite shall be destroyed or damaged so as to become unusable and the City elects to restore the Suite or to repair the damage, this Agreement shall remain in full force and effect and the City shall refund to the Suite Holder the portion of the License Fee which is equivalent to the portion of License Year that the Suite is unusable, provided however that no portion of the License Fee shall be refunded to the Suite Holder if the destruction or damage was caused by the Suite Holder or any Suite Holder Guest. If the City does not elect to restore or repair the Suite, this Agreement shall then terminate and the City shall, unless a reasonably comparable Suite is made available, refund to the Suite Holder the portion of the Fee which is equivalent to the remaining portion

of the License Year, after deducting any amounts owed by the Suite Holder to the City.

12. INSURANCE

12.1 The Suite Holder, at the expense of the Suite Holder, must maintain and keep in effect with an insurance company acceptable to the City, the insurance hereinafter specified and shall provide the City with a certificate of insurance at least ten days prior to September 151 2006 and keep current. The Suite Holder shall insure the Suite Holder's personal property in the Suite and carry Comprehensive General Liability Insurance including personal injury liability, property damage and contractual liability coverage with respect to the Suite and the Suite Holder's occupation and use thereof, with a minimum limit of at least \$2,000,000.00 (Two Million Dollars) inclusive per occurrence. The terms of the insurance coverage shall

- a) Provide that the insurance coverage is only cancellable or subject to material change after 30 days written notice to the City;
- b) Provide that the insurance coverage shall remain in full force and effect notwithstanding that the insured has waived the right of action against any party prior to the occurrence of a loss.
- c) Name the City as an additional insured.

13. ASSIGNMENT AND SUB-LICENSING

13.1 Subject to 4.8, the Suite Holder shall not assign this Agreement, or any of the Suite Holder's rights hereunder, including without limitation the Suite Holder's right to use the Suite during an Event without the consent of the City, such consent not to be unreasonably withheld.

13.2 The Suite Holder is prohibited from advertising an offer to sub-license the Suite.

13.3 The sale or assignment of the use of the Suite to a third party for one or more Events, which practice is commonly known as "scalping", for money, goods, services or any other consideration is strictly prohibited except as provided by section 4.8 and shall constitute a breach of this Agreement giving the City the right to terminate this Agreement pursuant to section 10.1.

13.4 The City shall be entitled to pledge or assign or grant a security interest in its rights in the Suite and under this Agreement including any revenues or other benefits receivable by the City hereunder, to any person, without the consent of the Suite Holder.

14. REGISTRATION OF LICENSE AGREEMENT

14.1 The Suite Holder shall not register this Agreement or any notice relating to this Agreement on the title to the lands on which the Centre is constructed or otherwise.

15. NOTICES

15.1 Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one party according to the terms of this Agreement, may be served personally or may be served by registered mail and, in such case, shall be deemed to have been served on the date of personal service or on the second business day following the date of mailing thereof. Until and unless changed by notice in writing served as herein provided, the address for notice to the Suite Holder shall be the address specified in Schedule "A" and the address for notice to the City shall be The Corporation of the City of Sault Ste. Marie, 99 Foster Drive, P.O. Box 580, Sault Ste. Marie, ON, P6A 5N1.

16. GOVERNING LAW

16.1 This Agreement has been executed in and shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

17. COMPLIANCE WITH LAWS

17.1 The Suite Holder shall in all respects abide by and comply with all statutes, rules, regulations and by-laws of lawful authorities in any manner whatsoever affecting the Suite or in the exercise in any manner of the rights arising under this Agreement.

18. SEVERABILITY

18.1 If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable the remainder of this Agreement or application of such term, covenant or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

19. TIME

19.1 Time shall, in every respect, be of the essence of this Agreement.

20. MISCELLANEOUS

20.1 The personal information collected with regard to the purchase of Soo Greyhound Tickets and the Private Suite Holder Agreement is collected by the City of Sault Ste. Marie and the Soo Greyhounds Hockey Club to administer your account and for related marketing and sales purposes.

20.2 Anything which, in this Agreement, is made conditional upon the prior consent of the City, written or otherwise, shall not be undertaken until that consent is first had and received, and the City may grant or withhold such consent arbitrarily unless otherwise stated.

20.3 Anything which, in this Agreement, is to be determined or set by the City shall be determined or set by the City, as the case may be, at the City's sole discretion.

21. ENTIRE AGREEMENT

21.1 This Agreement contains all of the agreements of the City and the Suite Holder with respect to the subject matter hereof and no amendment or modification to this Agreement, including verbal agreements with employees or officers of the City, shall be effective unless same shall be evidenced in writing and executed by both the City and the Suite Holder.

21.2 The Suite Holder agrees to be bound by and to comply with the Rules, as amended, added to or deleted from time to time by the City, and hereby takes notice of paragraph 23 of the Rules which entitles the City to delete, add to or amend any or all of the Rules at its sole discretion.

22. AGREEMENT BINDING

22.1 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective personal representatives, executors, administrators, successors and permitted assigns. In the event the Suite Holder is a corporation, partnership or other legal entity other than a natural person, then the person signing on behalf of such entity warrants to the City that for and on behalf of such entity and as its act and deed, he/she executed this Agreement after first having been duly authorized by such entity to do so.

IN WITNESS WHEREOF, the City and the Suite Holder have caused this Agreement to be executed by their duly authorized representatives as of the last date.

Name of Entity to be Licensee:)	NAME OF SUITE HOLDER
)	
)	_____
Witness:)	Signature of Suite Holder Representative
)	
)	
)	
)	THE CORPORATION OF THE CITY OF SAULT
)	STE. MARIE
)	Per:
)	_____
)	Authorized Delegate: _____
)	(Print)
)	I have the authority to bind the Corporation.

SCHEDULE "A"**SUITE ALLOCATION AND FEE**

Suite Number : _____

Term (Years) : **Ten (10) years**

License Fee (Year 1 of Term) : _____

Suite Holder: _____

Address for Notice: _____

SCHEDULE "B"**FIXTURES, FURNISHINGS AND EQUIPMENT STANDARD FEATURES**

- Wet bar server / buffet-style millwork
- Suite beverage fridge
- Paint on walls
- Outlets including electrical, telephone, fax and cable T.V.
- Carpeting
- Upholstered stadium seats, upholstered bar stools
- Coat closet
- Full design and construction of above standard features

The above finishes, furnishings and equipment shall remain the property of the City upon the termination of this Agreement (for whatever reason) or expiration of the Term.

SCHEDULE "C" RULES AND REGULATIONS

1. The Suite Holder may, supply and furnish the interior of the Suite with articles of appointment, such as chairs, sofa, tables, televisions, pictures, plants or insignia/logos, reasonable in size and in accordance with professional and commercial standards, with the prior written consent of the City. Any such articles of appointment shall be supplied and furnished and other minor additions or alterations to the Suite shall be made at the Suite Holder's expense and shall be free of any liens or encumbrances, in a good workmanlike manner, and in compliance with all applicable permits, authorization, building and zoning laws, ordinance, orders, rules, regulations and requirements of all governmental authorities having appropriate jurisdiction. Any furniture, fixtures and equipment or materials incorporated in or attached to the Suite by the Suite Holder shall become the property of the City unless the Suite Holder shall have obtained the written approval of the City to remove same prior to the expiration of the Term, and, if so removed, the Suite Holder, at the Suite Holder's expense, shall repair and restore the Suite to its condition as of the commencement of this license.
2. The Suite Holder shall not sell any food or alcoholic beverages whatsoever in the Suite. Any alcoholic beverages or food consumed in the Suite shall be obtained from the Centre, or a concessionaire designated by the City. The Suite Holder shall pay all bills in accordance with the City's payment policy for food, beverages and services furnished, sold or rendered to the Suite Holder or any Suite Holder Guest in connection with the use of the Suite. The City shall monitor all food and beverage menus and will ensure that fair and equitable pricing that is similar to a quality hotel in the Sault Ste. Marie area is being practiced.
3. The Suite has been declared a smoke-free facility by the City. As such, smoking is not permitted in the Suite by any occupant of the Suite.
4. The Suite Holder and any Suite Holder Guest shall at all times maintain proper decorum while using the Suite and shall not attach, hang or display any signs, banners, advertisements or notices in or around the Suite without the prior written consent of the City. Notwithstanding such consent, the Suite Holder shall remove forthwith any such signs, banners, advertisements or notices at the request of the City.
5. Certain Events may prohibit the use of movie cameras or video tape or audio recording equipment. The City and its employees and agents reserve the right to restrict the use of such equipment.
6. The Suite Holder and any Suite Holder Guest shall, while in the Suite or within the Centre or on its grounds, comply with all federal, provincial and local laws, rules and regulations governing the sale, possession and consumption of alcoholic beverages. The Suite Holder, whether present or not within the Suite, the Centre or on its ground, shall be responsible for controlling any Suite Holder Guest in this regard.
7. At the expiration of the term of this Agreement, the Suite Holder shall return the Suite to the City, clean and without damage, reasonable wear and tear excepted. Any damages shall be reported immediately to the City.

8. The public sale by the Suite Holder of any Suite tickets or Event passes issued or sold to the Suite Holder pursuant to this Agreement is strictly prohibited.

9. The Suite Holder may not offer use of the Suite in connection with a public promotional plan without the prior written consent of the City and such requests will not be unreasonably withheld.

10. The City may from time to time adopt appropriate systems and procedures for the security or safety of the Centre, any persons occupying, using or entering the Centre or any equipment, furnishings or contents thereof, and the Suite Holder shall comply with the City's reasonable requirements relating thereto.

11. Upon presentation of a Suite ticket or an Event pass for the Suite by the Suite Holder or a Suite Holder Guest, the Suite Holder or the Suite Holder Guest, as the case may be, shall be entitled access to and usage of the Suite up to one (1.0) hour prior to the scheduled Event start time and up to one-half hour (0.5) past the finish of these Events excluding Events with sound checks or closed rehearsals. Use of the Suite outside of these hours requires the written consent from the City. The Suite shall not be used for overnight accommodation or residential or office purposes.

12. At the end of the Term or upon earlier termination of this Agreement pursuant to the terms hereof, the Suite Holder shall promptly return to the City all keys, access devices, parking passes, Suite passes, Play-off Passes, and Event Passes or any other such items issued to the Suite Holder pursuant to the Agreement.

13. The City and its employees and agents shall have the continued right to enter the Suite at any and all times for:

a) The performance of the duties required to be performed by the City under this Agreement and for any and all purposes related to this Agreement;

b) To investigate any violation of the provisions of this Agreement, the Rules or any applicable governmental laws and regulations; and

c) Generally, to inspect the Suite and its condition.

14. Repairs, maintenance, alterations or improvements to the Suite may only be conducted by the City. The Suite Holder may request such work to be done and, if approved by the City, the City will carry out such work in a manner which will not interfere with the use and enjoyment of other Suites within the Centre. Cost for such work shall be negotiated.

15. The Suite Holder shall obtain the City's prior written consent before moving furniture and equipment into or out of the Suite and shall ensure that such furniture and equipment being moved into or out of the Suite is moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the City and the Suite Holder shall bring to the City's attention any

damage to the Centre caused thereby. Should the Suite Holder not report such damage, the City will perform such repairs at its option and at the expense of the Suite Holder.

16. The Suite Holder and any Suite Holder Guest shall place all refuse and garbage in proper receptacles and shall keep all corridors, stairwells, ducts and shafts in and around the Suite free of all garbage and refuse.

17. The Suite Holder and any Suite Holder Guest shall conduct themselves in a manner which is in accordance with all laws and City by-laws and in addition ensuring the "holder and guests" do not impair the use and enjoyment of the Centre by others or the operations of the Centre.

18. Housekeeping services shall be provided by the City following each Event, provided however that such housekeeping services shall not include the steam cleaning of the carpets in the Suites. The City may provide additional housekeeping services, including carpet cleaning at its sole discretion, at the request of the Suite Holder. If it is deemed that some extra housekeeping is required, an additional housekeeping charge shall be added to the Suite Holder's bill.

19. The maximum capacity of each Suite shall be 10 people respectively and is subject to change based on fire code and other applicable by-laws and governmental regulations.

20. The Suite shall not be used for overnight accommodation or residential purposes.

21. The Suite Holder shall give prompt notice to the City of any accident or any defect in the utility services provided to the Suite.

22. No flammable, dangerous or explosive material shall be kept in the Suite.

23. The City shall have the right to delete, add to or amend any or all of the Rules as the City deems desirable at its sole discretion for the safety, care and cleanliness of the Centre and the preservation of good order within the Centre and same shall be kept and observed by the Suite Holder Guest. The City may from time to time waive any of the Rules as applied to the Suite Holder, subject to 21.1. The City is not liable to the Suite Holder for any breach of the Rules by other Suite Holders.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-175

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1765 Great Northern Road (Caswell).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. 1765 GREAT NORTHERN ROAD; LOCATED ON THE WEST SIDE OF GREAT NORTHERN ROAD, APPROXIMATELY 65M (213') NORTH OF ITS INTERSECTION WITH FIFTH LINE; CHANGE FROM RA TO RA.S WITH A "SPECIAL EXCEPTION"

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 504/2-61/2-62 of Schedule "A" to By-law 2005-150, is changed from RA (Rural Area) zone to RA.S (Rural Area) zone with a "Special Exception".

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(398) and heading as follows:

"2(398) 765 Great Northern Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the west side of Great Northern Road, approximately 65m (213') north of its intersection with Fifth Line and having civic no. 1765 Great Northern Road and outlined and marked "Area to be Rezoned" on the map attached as Schedule 398 hereto is changed from RA (Rural Area) zone to RA.S (Rural Area) zone with a "Special Exception" to permit, in addition to those uses permitted in an RA zone, the construction of an 18.3m x 30.5m (60'x100') cold storage building, subject to the following condition:

- That the storage of chemicals or petroleum products within the cold storage building is prohibited."

3. SCHEDULE "A"

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in open Council this 14th day of September, 2020.

MAYOR – CHRISTIAN PROVENZANO

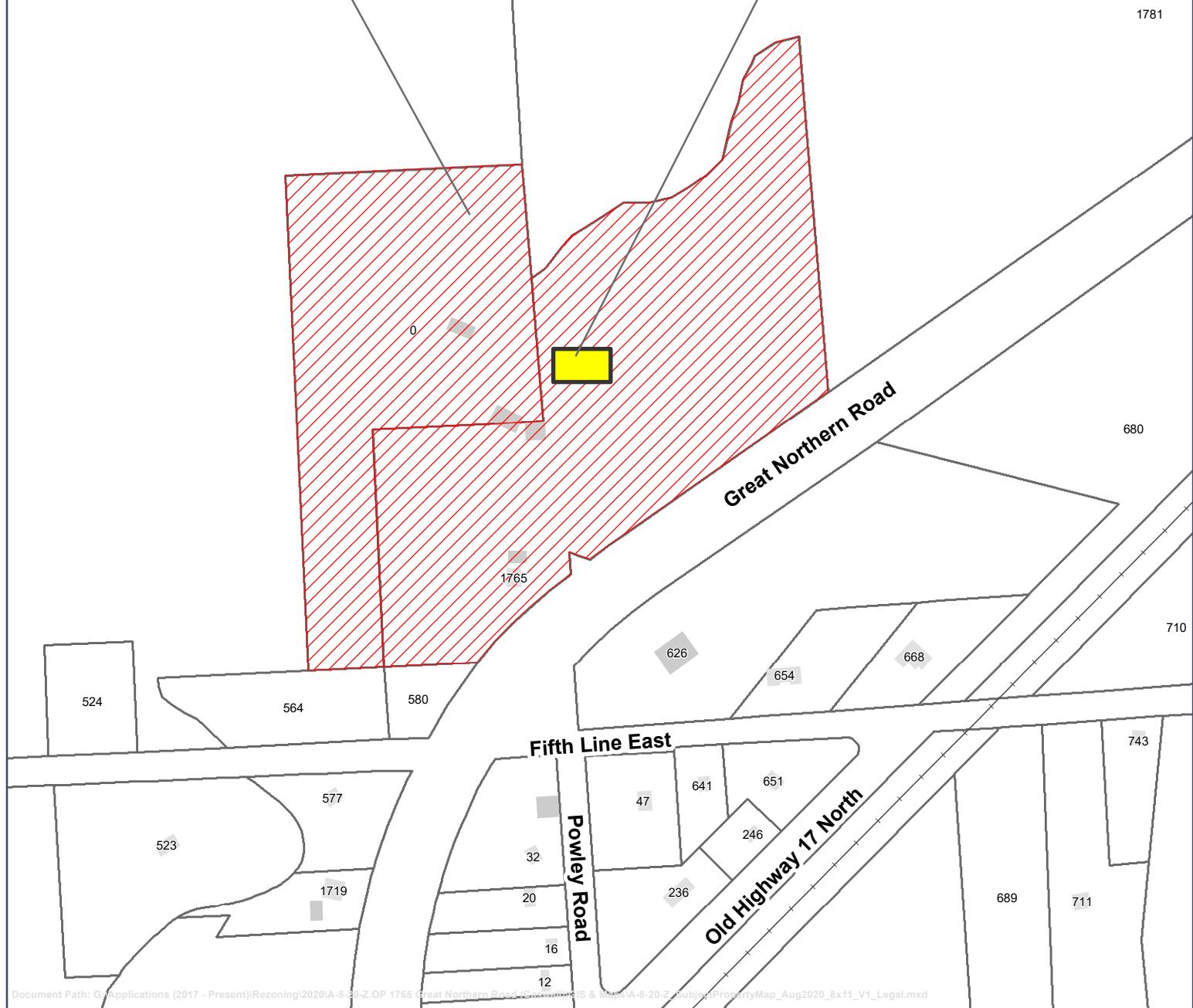
CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2020\2020-175(Z) 1765 GREAT NORTHERN ROAD\2020-175 BY-LAW.DOCX

Subject Property

Schedule A to By-law 2020-175
Schedule 398 to By-law 2005-151

Area to be Rezoned



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-5-20-Z.OP 1765 Great Northern Road (Crosshatch) S & Maps\A-8-20-Z_SubjectPropertyMap_Aug2020_8x11_V1_Legal.mxd

Application Map Series	
<input checked="" type="checkbox"/> Subject Property	<input type="checkbox"/> Official Plan Landuse
<input type="checkbox"/> Existing Zoning	<input type="checkbox"/> Aerial Image
<input type="checkbox"/> Official Plan Amendment	

Legal Department Reference
Schedule "A"



Property Information
Civic Address: 1765 Great Northern Road
Roll No.: 030088043010000/030088043000000
Map No.: 504/2-61/2-62
Application No.: A-8-20-Z
Date Created: August 12, 2020

Legend
Subject Properties
Parcel Fabric
Page 387 of 387

This map is for general reference only

Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983

0 20 40 80 Meters
1:4,000

