



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

Monday, May 11, 2020

4:30 pm

Council Chambers  
Civic Centre

---

	Pages
<b>1. Adoption of Minutes</b>	<b>9 - 22</b>
Mover Councillor M. Bruni	
Seconder Councillor M. Shoemaker	
Resolved that the Minutes of the Regular Council Meeting of 2020 04 27 be approved.	
<b>2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>	
<b>3. Declaration of Pecuniary Interest</b>	
<b>4. Approve Agenda as Presented</b>	
Mover Councillor R. Niro	
Seconder Councillor D. Hilsinger	
Resolved that the Agenda for 2020 05 11 City Council Meeting as presented be approved.	
<b>5. Proclamations/Delegations</b>	
<b>5.1 Museum Month</b>	<b>23 - 23</b>
<b>6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda</b>	
Mover Councillor M. Bruni	

Seconder Councillor D. Hilsinger

Resolved that all the items listed under date 2020 05 11 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1

**2020 Capital Projects**

24 - 26

A report of the Chief Administrative Officer is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the report of the Chief Administrative Officer dated 2020 05 11 concerning 2020 Capital Projects be received as information.

6.2

**MGM Media Licencing Agreement – “Vikings Season 4”**

27 - 28

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

The relevant By-law 2020-93 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.3

**2019 Building Division Annual Fee Report**

29 - 31

A report of the Chief Building Official is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that the report of the Chief Building Official dated 2020 05 11 regarding 2019 Annual Fee Report be received as information.

6.4

**Kinsmen Centre Development Project – FutureSSM Fund Allocation Request**

32 - 34

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

Mover Councillor R. Niro

Seconder Councillor D. Hilsinger

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 05 11 concerning Kinsmen Centre Development Project be received and that the request for funding of \$60,000 from FutureSSM allocation be approved for use in the development of a feasibility study for the Kinsmen Centre.

6.5

**MOU with Parks Canada**

35 - 37

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

The relevant By-law 2020-99 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.6	<b>Bay Street – CN Property Purchase</b>	38 - 40
	A report of the City Solicitor is attached for the consideration of Council.	
	The relevant By-law 2020-101 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.7	<b>East Balfour Development – Acquisition of One-Foot Reserve</b>	41 - 43
	A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.	
	The relevant By-law 2020-92 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.8	<b>Licencing Bylaws – Update for Consistency – Housekeeping</b>	44 - 46
	A report of the Solicitor/Prosecutor is attached for the consideration of Council	
	The relevant By-laws 2020-105, 2020-106, 2020-107, 2020-108, and 2020-109 are listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.9	<b>Farwell Terrace Aqueduct Repairs</b>	47 - 50
	A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.	
	The relevant By-law 2020-102 authorizing execution of Contract 2020-3E with Avery Construction Limited is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
	The relevant By-law 2020-103 authorizing the road closure of Farwell Terrace between Wallace Terrace and Devon Road from May 15, 2020 until October 31, 2020 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.10	<b>Ditching Program 2020</b>	51 - 54
	A report of the Director of Public Works is attached for the consideration of Council.	
	Mover Councillor M. Bruni	
	Seconder Councillor D. Hilsinger	
	Resolved that the report of the Director of Public Works dated 2020 05 11 concerning the Public Works 2020 ditching program be received as information.	

- 7. Reports of City Departments, Boards and Committees**
- 7.1 Administration**
- 7.2 Corporate Services**
- 7.3 Community Development and Enterprise Services**
- 7.4 Public Works and Engineering Services**
- 7.5 Fire Services**
- 7.6 Legal**
- 7.7 Planning**
- 7.8 Boards and Committees**
- 7.8.1 Historic Sites Board: Annual Report 2019 Ermatinger Clergue National Historic Site** 55 - 70

A report of the Curator, Ermatinger Clergue National Historic Site is attached for the consideration of Council.

Mover Councillor M. Bruni  
Seconder Councillor D. Hilsinger  
Resolved that the report of the Curator, Ermatinger Clergue National Historic Site dated 2020 05 11 concerning Historic Sites Board Annual Report 2019 for the operations of the Ermatinger Clergue National Historic Site be received as information.
- 8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council**
- 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 R. Niro  
Seconder Councillor D. Hilsinger  
Resolved that all By-laws under item 11 of the Agenda under date 2020 05 11 be approved.

11.1	<b>By-laws before Council to be passed which do not require more than a simple majority</b>	
11.1.1	<b>By-law 2020-92 (Property Acquisition) 227, 231, 235, 239, and 243 East Balfour Street</b>	71 - 72
	A report of the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.	
	Mover Councillor R. Niro	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2020-92 being a by-law to authorize the acquisition of a portion of property located at civics 227, 231, 235, 239, and 243 East Balfour Street (2729365 Ontario Inc. c/o Richard Hurley) be passed in open Council this 11th day of May, 2020.	
11.1.2	<b>By-law 2020-93 (Agreement) MGM Media Licensing</b>	73 - 78
	A report of the Director of Tourism and Community Development is on the Agenda.	
	Mover Councillor R. Niro	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2020-93 being a by-law to authorize the execution of the Agreement between the City and MGM Media Licensing, a division of MGM Home Entertainment Distribution Corp. for the use of a film clip for the Corporation of the City of Sault Ste. Marie's "Sault Ste. Marie Film/Television Marketing Video" be passed in open Council this 11th day of May, 2020.	
11.1.3	<b>By-law 2020-99 (Agreement) MOU Parks Canada Agency</b>	79 - 84
	A report of the Director of Community Services is on the Agenda.	
	Mover Councillor R. Niro	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2020-99 being a by-law to authorize the execution of the Memorandum of Understanding between the City and Parks Canada Agency to work cooperatively within and consistent with their respective mandates to explore the co-creation of must-see visitor experiences featuring nationally significant people and places relevant to Sault Ste. Marie region be passed in open Council this 11th day of May, 2020.	
11.1.4	<b>By-law 2020-101 (Property Acquisition) Bay Street CN Property</b>	85 - 86
	A report of the City Solicitor is on the Agenda.	
	Mover Councillor R. Niro	
	Seconder Councillor D. Hilsinger	

Resolved that By-law 2020-101 being a by-law to authorize the acquisition of property currently owned by Canadian National Railway Company that is needed on the Bay Street reconstruction project be passed in open Council this 11th day of May, 2020.

11.1.5	<b>By-law 2020-102 (Agreement) Farwell Terrace Contract 2020-3E</b>	87 - 89
	A report of the Manager of Design and Transportation Engineering is on the Agenda.	
	Mover Councillor R. Niro	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2020-102 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the reconstruction of Farwell Terrace Aqueduct Repairs (Contract 2020-3E) be passed in open Council this 11th day of May, 2020.	
11.1.6	<b>By-law 2020-103 (Temporary Street Closing) Farwell Terrace</b>	90 - 90
	A report of the Manager of Design and Transportation Engineering is on the Agenda.	
	Mover Councillor R. Niro	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2020-103 being a by-law to permit the temporary closing of Farwell Terrace between Wallace Terrace and Devon Road from May 15, 2020 until October 31, 2020 be passed in open Council this 11th day of May, 2020.	
11.1.7	<b>By-law 2020-104 (Agreement) TULLOCH Engineering Inc. Biennial Bridge Aqueduct</b>	91 - 139
	Council report was passed by Council resolution on April 27, 2020.	
	Mover Councillor R. Niro	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2020-104 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. to provide professional services for the 2020 biennial bridge and aqueduct inspections for the fee of \$68,210 plus HST be passed in open Council this 11th day of May, 2020.	
11.1.8	<b>By-law 2020-105 (Licencing) Plumbers</b>	140 - 142
	A report of the Solicitor/Prosecutor is on the Agenda.	
	Mover Councillor R. Niro	
	Seconder Councillor D. Hilsinger	
	Resolved that By-law 2020-105 being a by-law to amend By-law 2003-54 to	

licence plumbers be passed in open Council this 11th day of May, 2020.

- |         |  |           |
|---------|--|-----------|
| 11.1.9  | <b>By-law 2020-106 (Licencing) Adult Entertainment Parlours</b>  | 143 - 146 |
|         | A report from the Solicitor/Prosecutor is on the Agenda.   |           |
|         | Mover Councillor R. Niro   |           |
|         | Seconder Councillor D. Hilsinger   |           |
|         | Resolved that By-law 2020-106 being a by-law to amend By-law 2002-165 to regulate adult entertainment parlors be passed in open Council this 11th day of May, 2020.  |           |
| 11.1.10 | <b>By-law 2020-107 (Licencing) Pawnbrokers</b>   | 147 - 150 |
|         | A report of the Solicitor/Prosecutor is on the Agenda.   |           |
|         | Mover Councillor R. Niro   |           |
|         | Seconder Councillor D. Hilsinger   |           |
|         | Resolved that By-law 2020-107 being a by-law to amend By-law 2003-52 to licence pawnbrokers be passed in open Council this 11th day of May, 2020.  |           |
| 11.1.11 | <b>By-law 2020-108 (Licencing) Amusement Arcades</b>   | 151 - 153 |
|         | A report of the Solicitor/Prosecutor is on the Agenda.   |           |
|         | Mover Councillor R. Niro   |           |
|         | Seconder Councillor D. Hilsinger   |           |
|         | Resolved that By-law 2020-108 being a by-law to amend By-law 2003-50 being a by-law to licence Amusement Arcades be passed in open Council this 11th day of May, 2020.   |           |
| 11.1.12 | <b>By-law 2020-109 (Licencing) Payday Loan Businesses</b>  | 154 - 154 |
|         | A report of the Solicitor/Prosecutor is on the Agenda.   |           |
|         | Mover Councillor R. Niro   |           |
|         | Seconder Councillor D. Hilsinger   |           |
|         | Resolved that By-law 2020-109 being a by-law to amend By-law 2019-164 to licence, govern and regulate payday loan businesses within the City of Sault Ste. Marie be passed in open Council this 11th day of May, 2020. |           |
| 11.2    | <b>By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority</b>  |           |
| 11.3    | <b>By-laws before Council for THIRD reading which do not require more than a simple majority</b>   |           |
| 12.     | <b>Questions By, New Business From, or Addresses by Members of Council</b>   |           |

**Concerning Matters Not Otherwise on the Agenda**

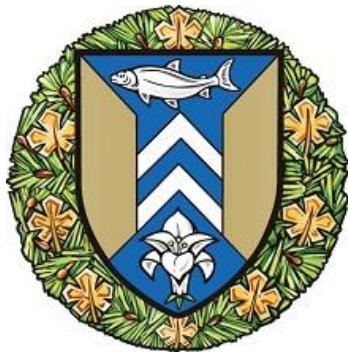
**13. Closed Session**

**14. Adjournment**

Mover Councillor M. Bruni

Seconder Councillor M. Shoemaker

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL MINUTES**

Monday, April 27, 2020

4:30 pm

Council Chambers

Civic Centre

by teleconference

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

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

---

### **13. Closed Session**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that this Council proceed into closed session to discuss:

- two property acquisitions;
- labour relations matters; and
- advice 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 matter 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; (d) labour relations or employee negotiations; (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose*

**Carried.**

**1. Adoption of Minutes**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the Minutes of the Regular Council Meeting of 2020 04 06 be approved.

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

**Carried**

**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 – Sixth Avenue Reconstruction**

Contractor is a client of law firm.

**3.2 Councillor M. Shoemaker – By-law 2020-97 (Agreement) Sixth Avenue Reconstruction**

Contractor is client of law firm.

**4. Approve Agenda as Presented**

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Agenda for 2020 04 27 City Council Meeting as presented be approved.

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		

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

**Carried**

**5. Proclamations/Delegations**

**5.1 Day of Mourning (April 28)**

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that all the items listed under date 2020 04 27 – Agenda item 6 – Consent Agenda be approved as recommended.

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

**Carried**

**6.1 Appointment of Municipal Auditor**

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

The relevant By-law 2020-100 is listed under item 11 of the Minutes.

**6.2 Year End Financial Report – December 31, 2019**

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 04 27 regarding 2019 surplus be received and that the recommendation to revise the Surplus Policy for the 2019 fiscal year to 100% allocation to the Tax Stabilization Reserve and the year end reserve transfers be approved.

**Carried**

**6.3 2020 Tax Rates**

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

The relevant By-laws 2020-88, 2020-89 and 2020-90 are listed under item 11 of the Minutes.

**6.4 2020 Property Tax Capping Options**

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

The relevant By-law 2020-91 is listed under item 11 of the Minutes.

**6.5 Property Tax Appeals**

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Manager of Taxation dated 2020 04 27 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act*.

**Carried**

**6.6 2020 Queenstown Board of Management (O/A The Downtown Association) Budget and 2019 Audit Report**

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 04 27 concerning the Queenstown Board of Management (O/A The Downtown Association) Audited Financial Statements for the year 2019 be received and the recommendation that the Downtown Association Budget for the year 2020 be approved.

**Carried**

**6.7 RFQ – Annual Maintenance and Subscription Fees – Dynamics GP**

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated 2020 04 27 be received and that the quotation submitted by CentralSquare Canada Software Inc. for Dynamics GP maintenance and subscription fees for the one-year period commencing May 31, 2020 at the quoted cost of \$89,064.51 plus HST be approved on a sole source basis.

**Carried**

**6.8 Tender for Asphalt**

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated 2020 04 27 be received and that the tender submitted by Trimount Construction for the supply of asphalt for the 2020 construction season commencing May 1, 2020 at the tendered pricing plus HST be approved.

**Carried**

**6.9 Tender for Ready-Mix Concrete**

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Manager of Purchasing dated 2020 04 27 be received and that the tender submitted by Lafarge for the supply of Ready Mix Concrete for the 2020 construction season commencing May 1, 2020 at the tendered pricing plus HST be approved.

**Carried**

**6.10 Factory Rebuild of Trackless Municipal Tractor**

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated 2020 04 27 be received and that the quotation submitted by Work Equipment Ltd. in the amount of \$147,880.00 plus HST for

the factory rebuild of a city-owned trackless municipal tractor plus attachments for use by Public Works on a sole source basis be accepted.

**Carried**

**6.11 Northern Transfer Point**

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Community Services dated 2020 04 27 concerning the Northern Transfer Point consultant selection be received, and that Council authorize extending KRESIN Engineering Corporation's fees on the Northern Avenue Improvements project by \$27,700 to include the Northern Transfer Point tendering and contract administration.

**Carried**

**6.12 2020 Biennial Bridge and Aqueduct Inspections**

The report of the Municipal Services Engineer was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Municipal Services Engineer dated 2020 04 27 be received and that the City enter into an agreement for professional services with Tulloch Engineering for the 2020 biennial bridge and aqueduct inspections for the fee of \$68,210 plus HST.

**Carried**

**6.13 Sixth Avenue Reconstruction**

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.

The relevant By-law 2020-97 authorizing execution of a contract with Avery Construction Limited is listed under item 11 of the Minutes..

The relevant By-law 2020-98 authorizing the closure of Sixth Avenue between Wallace Terrace and Devon Road from May 1, 2020 until October 31, 2020 is listed under item 11 of the Minutes.

**6.14 Fuel Agreement – DSSMSSAB and City of Sault Ste. Marie**

The report of the Fire Chief was received by Council.

The relevant By-law 2020-87 is listed under item 11 of the Minutes.

## **6.15 Fourth Amending Agreement – The Federal Bridge Corporation Limited**

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

The relevant By-law 2020-95 is listed under item 11 of the Minutes.

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

### **7.1 Administration**

#### **7.1.1 COVID-19 Update and Financial Impacts**

The report of the CAO was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the CAO dated 2020 04 27 concerning COVID-19 Update and Financial Impacts be received as information.

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>10</b>	<b>0</b>	<b>1</b>

**Carried**

#### **7.1.2 Business Support During COVID-19**

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 04 27 concerning Business Support During COVID-19 Outbreak be received as information.

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

**Carried**

### 7.1.3 Lease Agreement Suspension Due to COVID-19

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Director of Community Services dated 2020 04 27 concerning lease agreements at the John Rhodes Community Centre be received and that Council approve the suspension of four lease agreements due to the COVID-19 pandemic effective March 16, 2020.

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

**Carried**

- 7.2 Corporate Services**
- 7.3 Community Development and Enterprise Services**
- 7.4 Public Works and Engineering Services**
- 7.5 Fire Services**
- 7.6 Legal**
- 7.7 Planning**
- 7.8 Boards and Committees**
- 8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council**
- 8.1 Waiving Interest on Taxes**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Whereas on March 23, 2020 Council agreed to waive interest and penalties on late payment of the May 5, 2020 tax installment until June 2020; and

Whereas it appears the COVID-19 pandemic will take much longer than originally anticipated to subside and return to a more normal economy in Sault Ste. Marie and across Canada;

Now Therefore Be It Resolved that Council extend the date by which residents can defer their tax payments without interest and penalties to August 5, 2020.

**Withdrawn at request of mover.**

- 8.2 Sewer Surcharge**

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Whereas the 2019 novel coronavirus (COVID-19) has impacted people all over the world including our own community of Sault Ste. Marie; and

Whereas the Province has enacted a declaration of emergency to help contain the spread of COVID-19; and

Whereas as a result of the declaration many businesses were required to close, allowing only essential businesses to remain open; and

Whereas the closing of all but essential business has resulted in significant unemployment, and has caused significant financial difficulty for both employers and employees; and

Whereas over the last several weeks the Federal and Provincial Governments have rolled out numerous support programs for both employers and employees; and

Whereas it is the desire of the Sault Ste. Marie City Council to find ways in which we can help and support those in need during these difficult times of the COVID-19 pandemic;

Now Therefore Be It Resolved that City Council suspend the collection of the City of Sault Ste. Marie sewer surcharge for the months of April and May 2020;

Further Be It Resolved that should the declaration of emergency carry on for an extended amount of time, that Council revisit the collection of the sewer surcharge at that time.

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

**Carried**

- 9. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
- 10. Adoption of Report of the Committee of the Whole**
- 11. Consideration and Passing of By-laws**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda save and except By-law 2020-97 under date 2020 04 27 be approved.

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		

Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>

**Carried**

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

**11.1.1 By-law 2020-87 (Agreement) DSSAB Fuel Supply**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-87 being a by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board to enable Emergency Medical Services (EMS) to continue to utilize the existing fuel supply located at Fire Services be passed in open Council this 27th day of April, 2020.

**Carried**

**11.1.2 By-law 2020-88 (Taxes) Adoption of Property Tax Rates**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-88 being a by-law to provide for the adoption of property tax rates for 2020 be passed in open Council this 27th day of April, 2020.

**Carried**

**11.1.3 By-law 2020-89 (Taxes) Adoption of Tax Ratios**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-89 being a by-law to provide for the adoption of tax ratios be passed in open Council this 27th day of April, 2020.

**Carried**

**11.1.4 By-law 2020-90 (Taxes) Final Tax Billing**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-90 being a by-law to provide for 2020 final tax billing be passed in open Council this 27th day of April, 2020.

**Carried**

**11.1.5 By-law 2020-91 (Taxes) Tax Capping Options**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-91 being a by-law to adopt optional tools for the purposes of administering limits for the Commercial, Industrial and Multi-Residential Property classes be passed in open Council this 27th day of April, 2020.

**Carried**

**11.1.6 By-law 2020-94 (Agreement) Unifor Paramedics**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-94 being a by-law to authorize the execution of the Agreement between the City and Unifor Paramedics Local 1359 for the term of April 1, 2017 to March 31, 2020 be passed in open Council this 27th day of April, 2020.

**Carried**

**11.1.7 By-law 2020-95 (Agreement) Federal Bridge Corporation (Fourth Amendment)**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-95 being a by-law to authorize the execution of the Fourth Amending Agreement between the City and The Federal Bridge Corporation Limited to amend the License Agreement dated December 11, 2017, as amended by an Amending Agreement dated December 10, 2018, the Second Amending Agreement dated May 6, 2019, and the Third Amending Agreement dated December 2, 2019, to extend the expiry date of this License Agreement to permit the occupation and use of the City lands designated to be transferred to The Federal Bridge Corporation Limited be passed in open Council this 27th day of April, 2020.

**Carried**

**11.1.8 By-law 2020-96 (Agreement) Sault Area Hospital**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-96 being a by-law to authorize the execution of the Agreement between the City and Sault Area Hospital for evacuation protocol with various partners throughout the Community in an emergency situation be passed in open Council this 27th day of April, 2020.

**Carried**

**11.1.10 By-law 2020-98 (Temporary Street Closing) Sixth Avenue**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-98 being a by-law to permit the temporary closing of Sixth Avenue between Wallace Terrace and Devon Road from May 1, 2020 until October 31, 2020 for the reconstruction of Sixth Avenue be passed in open Council this 27th day of April, 2020.

**Carried**

**11.1.11 By-law 2020-100 (Finance) KPMG Municipal Auditor**

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-100 being a by-law to appoint the firm of KPMG LLP as a municipal auditor to provide External Audit Services as required by the City of Sault Ste. Marie be passed in open Council this 27th day of April, 2020.

**Carried**

**11.1.9 By-law 2020-97 (Agreement) Sixth Avenue Reconstruction**

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that By-law 2020-97 being a by-law to authorize the execution of the Agreement between the City and Avery Construction Limited for the reconstruction of Sixth Avenue from Wallace Terrace to Devon Road (Contract 2020-1E) be passed in open Council this 27th day of April, 2020.

<b>Majority</b>	<b>For</b>	<b>Against</b>	<b>Absent</b>
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	conflict		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>

**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. Scott

Seconded by: Councillor L. Dufour

Resolved that this Council now adjourn.

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

**Carried**

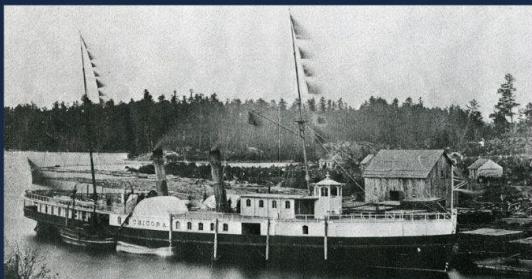
---

\_\_\_\_\_  
Mayor

---

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

# The Chicora Incident



The *Chicora* incident occurred in May of 1870 when a British led Canadian Expeditionary Force attempted to use the American Lock System at Sault Ste. Marie to transport military supplies and personnel through the Great Lakes. The purpose of the Expeditionary force was to put an end to the Red River Resistance and capture Louis Riel. The United States refused to allow the transportation of military supplies and soldiers through their locks. On May 11, 1870, the expeditionary force was forced to portage around the locks and the *SS Chicora* passing through the locks with no supplies or military personnel on board. Colonel Wolseley stayed at the Ermatinger Old Stone House, and his troops camped on the lawn. This is one of the reasons the House is designated as a *National Historic Site*. The incident led eventually to the building of the Canadian locks in 1895.



Ermatinger • Clergue  
National Historic Site



## Why was the *Chicora* refused entry?



The refusal of the United States was primarily due to the tensions that existed between the United States and Canada at this time. During the American Civil War the British, by proxy Canada, supported the Confederacy by transporting supplies through blockades and allowed confederate forces to travel through Canadian territory. In addition there was an expansionist movement in the United States government at this time which believed that the success of the Red River Rebellion could allow for the United States to claim more of North America. Namely, British Columbia and some of the Maritime provinces that were unhappy with their confederation with Canada.

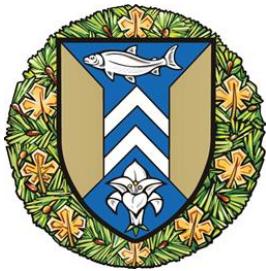


Col. Garnet Wolseley led the heavily armed force on what was officially an errand of peace. His forces marched to Collingwood where the *Chicora* had been restored and changed in appearance from its original blockade runner from the Civil War.

Ever since the War of 1812, Canada and the United States had been at peace. However, during the American Civil War and also the Fenian Raids, strained relations still remained along the border. In this case the refusal of the *Chicora* became an international incident.



The *Chicora Incident* in 1870 renewed the demand for a Canadian lock to be built. Today, it is commemorated through an Ontario Heritage Trust Plaque.



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

### C O U N C I L   R E P O R T

May 11, 2020

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Malcolm White, CAO  
DEPARTMENT: Chief Administrative Officer  
RE: 2020 Capital Projects

---

#### **PURPOSE**

To provide Council with an information update concerning 2020 capital projects.

#### **BACKGROUND**

Further to the COVID-19 Update reports of previous meetings and questions raised by Council and the community concerning proceeding with capital projects in light of the COVID-19 pandemic the following information is provided.

As noted previously, capital projects approved to proceed in 2020 include

2 <sup>nd</sup> Avenue reconstruction	tender awarded
6 <sup>th</sup> Avenue reconstruction	tender awarded
Farwell Terrace Aqueduct	tender to be awarded
Northern Avenue resurfacing	tendering in May
Misc paving/resurfacing	tendering in May
West End Water Treatment	out to tender

Other projects that are proceeding through final design/costing and/or awaiting other potential funding include the Twin Pad Arena project, Third Line reconstruction and the McDonald Avenue storm sewer improvements.

#### **ANALYSIS**

Proponents of deferring capital projects in light of the financial impacts of the COVID-19 pandemic usually reference being able to reduce the municipal levy as a result. There are a number of reasons why this approach is not recommended.

As Council is aware, we face a considerable challenge in maintaining our linear infrastructure to acceptable levels and, like other municipal jurisdictions, face a significant backlog of projects in this respect. To defer our 2020 projects in this area would only increase this challenge.

The investment of levy funds enable the City to leverage significant funding from other levels of government. For example, a levy investment of \$6,420,000 for the 2020 capital budget (roads/bridges/storm sewers) leverages \$10,566,885 in grant funding. The flow of this additional funding would be reduced, with the subsequent loss of value to the municipality, if we deferred projects.

Additional projects, such as the Twin Pad Arena project, are candidates for expected stimulus funding, post pandemic. It is expected that both senior government funding levels and rates for any required borrowing for 'shovel ready' projects will be at their most advantageous during the stimulus finding period. Projects of this nature will be submitted to Council for approval prior to proceeding so that Council can assess their relative merits, including an assessment of municipal and community financial conditions present at that time.

Completion of capital projects ensures meaningful activity for an important segment of our local economy at a time when private sector development and investment may be curtailed. The municipality receives considerable value for this investment, and injects a level of funding into the economy that cannot be matched through other means. The City is experiencing good value for investment with competitive pricing on 2020 projects as several tender prices are below budget. That is to be expected when the industry anticipates a potential reduction in the volume of work.

### **FINANCIAL IMPLICATIONS**

There are no financial implications associated with this information report.

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

This report is linked to the Infrastructure focus area of the corporate Strategic Plan.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Administrative Officer dated 2020 05 11 concerning 2020 Capital Projects be received as information.

Respectfully submitted,



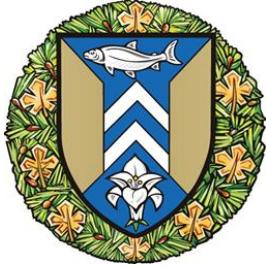
Malcolm White  
CAO  
705.759.5347

2020 Capital Projects

2020 05 11

Page 3.

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

May 11, 2020

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

**AUTHOR:** Travis Anderson, Director of Tourism & Community Development

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** MGM Media Licensing Agreement – “Vikings Season 4”

---

#### **PURPOSE**

The purpose of this report is to seek Council’s approval for the signing of License Agreement with MGM Media Licensing, a division of MGM Home Entertainment Distribution Corp (hereinafter: the “License”).

#### **BACKGROUND**

FutureSSM has been working in partnership with Take 5 and MGM Media Licensing, a division of MGM Home Entertainment Distribution Corp. to obtain a world wide, perpetuity License for the non-exclusive use of Season Four Vikings clip. The 30-second clip is a scene that was filmed in Sault Ste. Marie. This licensing will allow FutureSSM to utilize the clip in one long format and one short format marketing video to promote Sault Ste. Marie as a destination for filmmakers.

Vikings is an internationally recognized television series that has premiered on History Channel. Streaming services Netflix, Amazon, and Love Film has since picked up the series. The Viking series is an Emmy nominated series that has won many awards through Canadian Screen Awards, Irish Film and Television Awards, and Satellite Awards. The high profile nature of this series will be a big boost in the promotion of Sault Ste. Marie as a destination for high level Film and Television Productions.

#### **ANALYSIS**

FutureSSM staff and Legal department have reviewed the License proposed from MGM. Final review of the marketing material edit must be circulated to MGM Media Licensing before distribution, to ensure that the clip is used in an appropriate manner and does not portray the series in a negative light. The peer review process set out in the License to occur prior to actual circulation of the marketing videos alleviate significantly liability incurred by the City by way of signing the

MGM Media Licensing Agreement – “Vikings Season 4”

2020-05-11

Page 2.

License. Licensing the City's use of the clip is the appropriate means to adhere to copyright laws. Take 5 is in possession of any necessary releases that may be required under the Licence, further ensuring lawful use and circulation by the City of the clip. The cost associated with licensing clips from high-level productions can be rather costly; however, Take 5 and MGM Media Licensing recognize that Sault Ste. Marie played a vital role in the success of this episode and as a result are waiving all fees associated with acquiring the clip.

The relevant By-law 2020-93 appears elsewhere on the agenda.

**FINANCIAL IMPLICATIONS**

Per the Licensing agreement Schedule “A” the Corporation of the City of Sault Ste. Marie will not incur any costs for the licensing of the clip.

**STRATEGIC PLAN / POLICY IMPACT**

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships and Quality of Life (Promote and Support Arts and Culture).

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

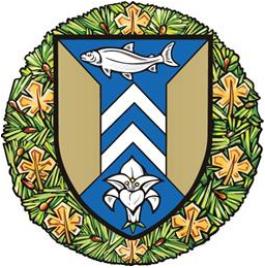
Resolved that the report of the Director Tourism & Community Development dated 2020 05 11 concerning the signing of the licensing agreement with MGM Media Licensing be received and that Council authorize staff to sign the agreement.

“The relevant By-law 2020-93 appears elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



Travis Anderson  
Director of Tourism & Community Development  
705. 989.7915  
[t.anderson@cityssm.on.ca](mailto:t.anderson@cityssm.on.ca)



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

### COUNCIL REPORT

May 11, 2020

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Freddie Pozzebon, Chief Building Official  
DEPARTMENT: Public Works and Engineering Services  
RE: 2019 Building Division Annual Fee Report

---

#### PURPOSE

The purpose of the report is to inform Council of the annual revenue and expenditures of the Building Division governed under the Ontario Building Code Act for the 2019 construction year. The report also details the total remaining reserves as of the end of December 31, 2019.

#### BACKGROUND

As required under section 7 (4) of the Ontario Code Act, an annual fee report must be made outlying revenue, expenditures and direct or indirect costs. There must also be a report for any Reserve Fund held for the necessary expenditures. The Reserve Fund is to ensure staffing levels are not detrimentally affected during times when construction activity has been reduced. Please see attached document (2019 Annual Report Summary).

#### ANALYSIS

The 2019 budget estimated that the reserve fund would not be required. As a result of a slight increase in construction value and construction projects from submissions in 2019, for a construction start of 2020, resulting in these funds being transfer into the Reserve Fund.

#### FINANCIAL IMPLICATIONS

The transfer of funds (2019 - \$147,204) to the Reserve Fund will further assist in reducing any financial impacts the Building Division may experience. A report to Council will be provided establishing a proposed permit fee over the next 5-years of divisional budgets.

#### STRATEGIC PLAN / POLICY IMPACT

This report is not linked to Strategic Plan, but rather a requirement of the Ontario Building Code Act

#### RECOMMENDATION

It is therefore recommended that Council take the following action:

2019 Building Division Annual Fee Report

2020-05-11

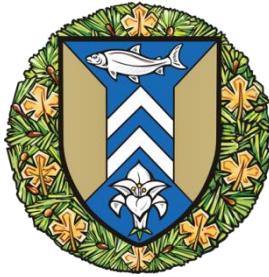
Page 2.

Resolved that the report of the Chief Building Official dated 2020 05 11 regarding 2019 Annual Fee Report be received as information.

Respectfully submitted,



Freddie Pozzebon, CBCO, CBO  
Chief Building Official  
705.541.7151  
[f.pozzebon@cityssm.on.ca](mailto:f.pozzebon@cityssm.on.ca)



## 2019 Annual Report Summary

**Total permit fees (Revenues) collected for the period of January 1 to December 31, 2019 under Building By-Law 2008-148 of the City of Sault Ste. Marie**

\$ 1,213,734.55

### Cost of Delivering Services:

#### Direct Costs:

Direct Costs are deemed to include the costs of the Building Division of the City of Sault Ste. Marie for the processing of building permits applications, the review of building plans, conducting inspections and building related enforcement duties, less By-Law Enforcement

<b>Total Direct Costs</b>	965,588.23
---------------------------	------------

#### Indirect Costs:

Indirect Costs are deemed to include the costs for support & overhead services to the Building Division of the City of Sault Ste. Marie using a ratio of 0.10453934

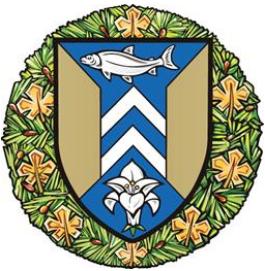
Total Building Enforcement	965,588.23
Total Building Enforcement Costs X Indirect Cost Ratio 0.10453934	0.10453934
<b>Total Indirect Costs</b>	100,941.96

#### Total Costs:

Total Direct Costs	965,588.23
Plus Indirect Costs	100,941.96
Grand Total of Direct and Indirect Costs	1,066,530.19

Less Total Permit Fee Revenues	1,213,734.55
Total Direct and Indirect Costs	1,066,530.19
Differences	147,204.36

Building Permit Reserve Fund as of January 1, 2019	109,420.79
2019 Transfer from Operations/Transfer to Reserve Fund as per above	147,204.36
<b>Remaining Reserve Fund at December 31, 2019</b>	<b>256,625.15</b>



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

### C O U N C I L   R E P O R T

May 11, 2020

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

**AUTHOR:** **Travis Anderson, Director Tourism & Community Development**

**DEPARTMENT:** **Community Development and Enterprise Services**

**RE:** **Kinsmen Centre Development Project – FutureSSM Fund Allocation Request**

---

#### PURPOSE

The purpose of this report is to seek Council's approval for the allocation of \$60,000 from FutureSSM to conduct a feasibility study and initial design concept for the Kinsmen Centre.

#### BACKGROUND

The Kinsmen Park and Hiawatha Highlands are a significant source of community pride; open year round to the public, the area is representative of the great quality life attributes for which Sault Ste. Marie is known. A short 10-minute drive from downtown Sault Ste. Marie, Kinsmen Park and surrounding area play a significant role in the health and well-being of countless residents. The area has been a premier destination for both local residents and travelers looking to escape to the natural beauty of the Hiawatha Highlands for decades and features prominently in new resident attraction and tourism marketing.

Looking towards the future, Kinsmen Park and surrounding area have a significant role to play in terms of increasing the quality of life of local residents, as well as, acting as one of our flagship destinations for out of town travelers. With respect to Tourism, staff have been working with partners such as Soo Finish Nordic Ski Club (SFNSC), Algoma University Nordic Ski Team, Sault Cycling Club (SCC) and others to identify and develop sporting events to attract new visitors to Sault Ste. Marie. A limitation to these plans is the fact that the current Kinsmen Centre is approximately 1,340 square feet and only has sufficient space to seat up 64 people. It is not nearly large enough to support a provincial or national caliber event. Nor is the facility large enough to support local youth recreation activities, such as, the Jackrabbit ski program, which is constrained to 170 children due to the size of the facility.

In an attempt to rectify this situation, staff are working in partnership with the Kinsmen Club of Sault Ste. Marie, the SFNSC, the SCC and other partners to develop a Request for Proposal (RFP) for professional services associated with the development of a feasibility study and preliminary design concept for a new and larger Kinsmen Centre. The proposed four-season facility located in Kinsmen Park (780 Landslide Road), would complement the existing Kinsmen Centre and would serve as a multi-use facility that is

# Kinsmen Centre Development EDF Request

2020 05 11

Page 2.

accessible to the community.

The new facility would be owned by the Kinsmen Club of Sault Ste. Marie, and jointly operated with Soo Finnish Nordic Ski Club and other community partners. The facility would be capable of hosting a range of events and activities, from local elementary & secondary school sporting events and outdoor education to large scale sporting events, including provincial and national level cross country ski, trail running & mountain bike events.

## **ANALYSIS**

The development of the new Kinsmen Centre aligns with goal to build a great city where people want to live, visit and do business. Furthermore, with the development of additional tourism products, the Kinsmen Centre supports the pillar of economic growth and diversification by expanding our local tourism offerings.

An outdoor recreation hub is a great addition to Sault Ste. Marie's tourism portfolio and a high value asset to attract people to live in our community. Although purpose-built for Kinsmen Club, Soo Finnish Nordic Ski Club and Sault Cycling Club the centre would support and expand to serve additional user groups and an outdoor recreation hub for the community.

The feasibility study and preliminary design concept will provide the steering committee guidance on managing existing programs; identify facility requirements, while providing future recommendations which will serve the diverse needs of the community. Where possible, extending the usage of the Kinsmen Centre with updated community amenities, new recreation opportunities, further soft adventure development, Eco-Tourism, youth engagement, in class training sessions and professional training camps.

As mentioned above, a significant limitation to hosting events such as those identified above, is that the current Kinsmen Centre is approximately 1,340 square feet and only has sufficient space to seat up 64 people. This is well short of the size of a facility required to accommodate ~300 people that may attend a large event.

## **FINANCIAL IMPLICATIONS**

We are requesting that a maximum of \$60,000 from FutureSSM funds be allocated to cover the costs of an RFP to conduct a feasibility study for the development of this project. The allocation of \$60,000 is required in order to meet the level of professional services required to complete a feasibility study and initial design concept in partnership with Kinsmen Club of Sault Ste. Marie, Soo Finnish Nordic Ski Club and Sault Cycling Club.

## **STRATEGIC PLAN / POLICY IMPACT**

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships and Quality of Life. The opportunity presented by developing a feasibility study for a new Kinsmen Centre, also fits with our strategic objective to increase tourism visits to Sault Ste. Marie and to create a great city where people want to live, visit and do business.

Kinsmen Centre Development EDF Request

2020 05 11

Page 3.

**RECOMMENDATION**

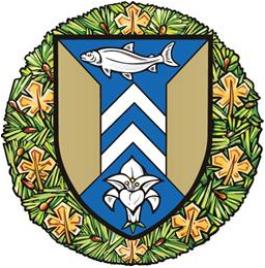
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received as information and the request for funding for \$60,000 from FutureSSM allocation be approved for use in the development of a feasibility study for the Kinsmen Centre.

Respectfully submitted,



Travis Anderson  
Director of Tourism & Community Development  
705. 989.7915  
[t.anderson@cityssm.on.ca](mailto:t.anderson@cityssm.on.ca)



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

### C O U N C I L   R E P O R T

May 11, 2020

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

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

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Memorandum of Understanding between Parks Canada and the City of Sault Ste. Marie

---

#### **PURPOSE**

To obtain Council's approval to enter into a memorandum of understanding (MOU) between Parks Canada and the City of Sault Ste. Marie for a three (3) year term.

#### **BACKGROUND**

The City of Sault Ste. Marie and Parks Canada have had a long-standing relationship.

Parks Canada is mandated to protect and present nationally significant examples of Canada's natural and cultural heritage. Parks Canada operates the Sault Ste. Marie Canal National Historic Site and Fort St. Joseph National Historic Site and desires through ethical and strategic partnering arrangements to create new and expanded opportunities for Canadians to discover and develop a strong sense of connection to their protected places through unique experiences

The City operates Ermatinger-Clergue National Historic Site and desires to provide visitors and residents of Sault Ste. Marie the opportunity to experience the history of the community through the preservation and historic interpretation of the Ermatinger Old Stone House, F.H. Clergue Blockhouse, Heritage Discovery Centre, heritage landscape and gardens, and the artifacts related to the site. In addition, the City oversees the operation of Tourism Sault Ste. Marie, which is responsible for helping visitors plan and book their trips to the City.

#### **ANALYSIS**

The MOU identifies areas where the Participants can advance common objectives, achieve common goals, and recognize their cooperation publicly. The Participants intend to work cooperatively within and consistent with their respective mandates, to explore the co-creation of must-see visitor experiences (worthy of Provincial or National Signature

Memorandum of Understanding between Parks Canada and the City of Sault Ste. Marie

2020 05 11

Page 2.

Experiences) featuring nationally significant people and places relevant to Sault Ste. Marie and Algoma region.

The Participants express a desire to cooperate in the following areas of mutual interest that are within and consistent with their respective mandates:

- Public Understanding and Appreciation
- Visitor Experience
- Increasing Canadians' Connection with their heritage
- Increasing Visitation; and
- Increasing Revenue

The Participants intend to cooperate through active communication and collaborative activities that may include, but are not limited to:

- Broadening and encouraging opportunities for collaboration regarding program development. e.g. culinary experiences, anniversaries;
- Leveraging marketing opportunities and joint promotional activities; and
- Providing input on raising the profile of joint events/programs.

Each Participant understands and concurs that they will acknowledge each other through appropriate recognition of their cooperation under this MOU in a manner that is proportional to the relative contribution of each Participant

Staff recommend formalizing the MOU with Parks Canada as it is in alignment with both the Corporations Mission and Vision.

#### **FINANCIAL IMPLICATIONS**

There is no impact to the operating budget as a result of entering into the MOU.

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

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- It demonstrates the City's commitment to promoting and supporting arts and culture.
- Under the community development and partnership pillar, it aligns with developing partnerships with key stakeholders.
- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Memorandum of Understanding between Parks Canada and the City of Sault Ste. Marie

2020 05 11

Page 3.

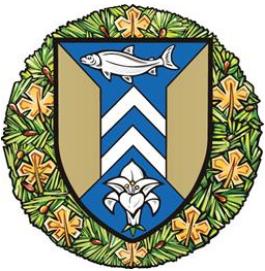
Resolved that the report of the Director, Community Services dated 2020 05 11 be received.

Furthermore, that Council approve the MOU between Parks Canada and the City of Sault Ste. Marie. By-law 2020-99 with supporting agreement appears elsewhere on the agenda for approval

Respectfully submitted,



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



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

### C O U N C I L   R E P O R T

May 11, 2020

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

**AUTHOR:** Karen Fields, City Solicitor

**DEPARTMENT:** Legal Department

**RE:** Bay Street – CN Property Purchase

---

#### PURPOSE

The purpose of this Report is to seek approval to execute an agreement of purchase and sale for property currently owned by Canadian National Railway Company (“CN”) that is needed on the Bay Street reconstruction project.

#### ATTACHMENT

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

#### BACKGROUND

The Bay Street reconstruction project has begun and engineering requires a piece of property currently owned by CN. The property that the City requires as the new multi-use path on the south side of Bay Street is currently situated within this parcel. It is appropriate that the City owns property that key pedestrian facilities are situated within.

#### ANALYSIS

Not Applicable

#### FINANCIAL IMPLICATIONS

CN’s initial offer for the property was \$65,000. There is currently an offer for \$20,000 plus the costs of a survey. This amount can be covered under the road works capital account for Bay Street and the cost can be absorbed into the contingency for the project.

#### STRATEGIC PLAN / POLICY IMPACT

Not applicable.

**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" of \$20,000 and all costs related thereto.

By-law 2020-101 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Karen Fields

City Solicitor

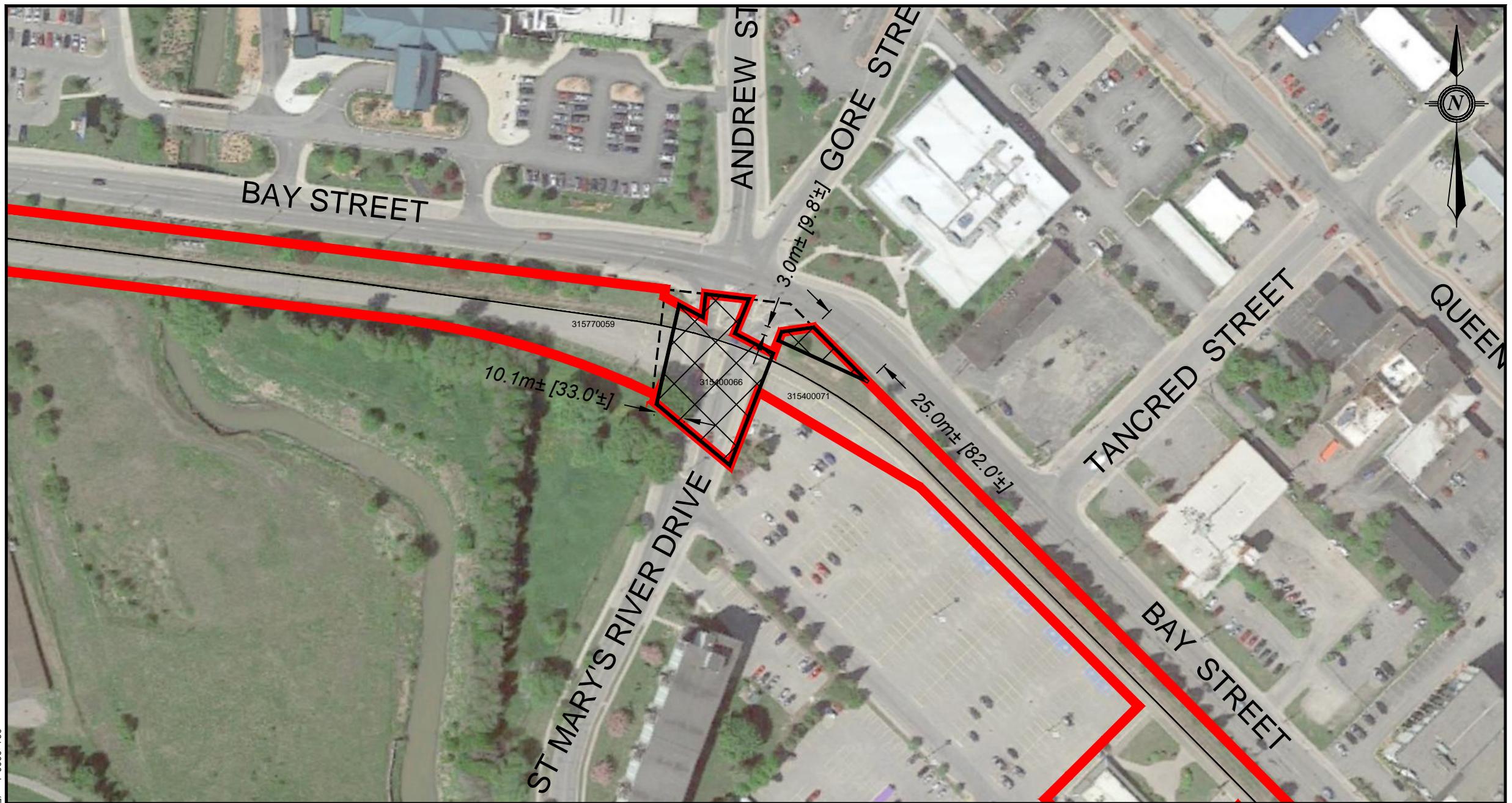
705.759-5407

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

\\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2020\\Bay Street CN Purchase Open.docx

# SCHEDULE A-2 / ANNEXE A-2

Schedule "A"



391\_0000.dwg (En\_Ls\_22) LAYOUT: PT 100039

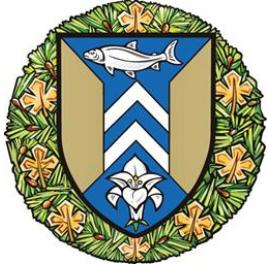
<b>DESCRIPTION:</b> PART OF PIN 315400066 PART OF PIN 315400071 City of Sault Ste. Marie Province of Ontario Canada	PART OF 1210/ONPR/100039 (0.31Acs. $\pm$ ) PART OF 1210/ONPR/100036 (0.04Acs. $\pm$ ) TOTAL (0.35Acs. $\pm$ )
<b>PROPERTY SKETCH</b>	

Subject Lands/Terrain Sujet

Page 40 of 154

<b>SUBDIVISION:</b>	Soo (391)
<b>SPUR / ANTENNE:</b>	N/A
<b>MILEAGE / MILLIAIRE:</b>	0.35 - 0.38
<b>DATE:</b>	August 21, 2019
<b>SCALE / ÉCHELLE:</b>	1:1500

2



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

### C O U N C I L   R E P O R T

May 11, 2020

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

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

**DEPARTMENT:** Legal Department

**RE:** East Balfour Development – Acquisition of One-Foot Reserve

---

#### PURPOSE

The purpose of this report is to recommend that the one foot strip owned by 2729365 Ontario Inc. and described as follows:

- (a) Part of PIN 31593-0630, being Part 1 on the Draft IR Plan attached to this report;
- (b) Part of PIN 31593-0631, being Part 4 on the Draft IR Plan attached to this report;
- (c) Part of PIN 31593-0632, being Part 7 on the Draft IR Plan attached to this report;
- (d) Part of PIN 31593-0633, being Part 10 on the Draft IR Plan attached to this report; and
- (e) Part of PIN 31593-0634, being Part 14 on the Draft IR Plan attached to this report,

all in the City of Sault Ste. Marie to be acquired by the City for the sum of \$1.00.

#### ATTACHMENT

Attached as Schedule "A" is a copy of the Draft 1R Plan which shows this proposed one foot strip to be acquired.

#### BACKGROUND

Mr. Hurley is in the process of developing the lands set out in the attached IR Plan. As a result of a past severance, five (5) lots were created. The development envisions the same lands ultimately being three (3) lots. In order to facilitate same, the lots need to merge and then be recreated. Given Planning requirements, the lots must change their shape. Through the assistance of the Planning Department, Mr. Hurley has proposed the City acquire the one-foot strip being Parts 1, 4, 7, 10 and 14 on the Draft IR Plan to meet these requirements, for the sum of \$1.00.

East Balfour Development – Acquisition of One-Foot Reserve

2020 05 11

Page 2.

**ANALYSIS**

This request has been circulated for comment. No objections have been received.

**FINANCIAL IMPLICATIONS**

If the City proceeds with the acquisition of the one-foot strip recommended herein, Mr. Hurley will proceed with the development and the lands will be assessable in the future. The costs to acquire the one-foot reserve are nominal.

**STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

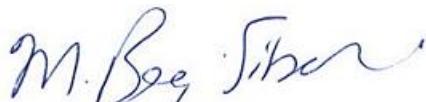
Authorize the acquisition of the properties comprising the one-foot strip, being:

- (a) Part of PIN 31593-0630, being Part 1 on the Draft IR Plan attached to this report;
- (b) Part of PIN 31593-0631, being Part 4 on the Draft IR Plan attached to this report;
- (c) Part of PIN 31593-0632, being Part 7 on the Draft IR Plan attached to this report;
- (d) Part of PIN 31593-0633, being Part 10 on the Draft IR Plan attached to this report;  
and
- (e) Part of PIN 31593-0634, being Part 14 on the Draft IR Plan attached to this report,

from 2729365 Ontario Inc.

By-law 2020-92 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

705.759.5403

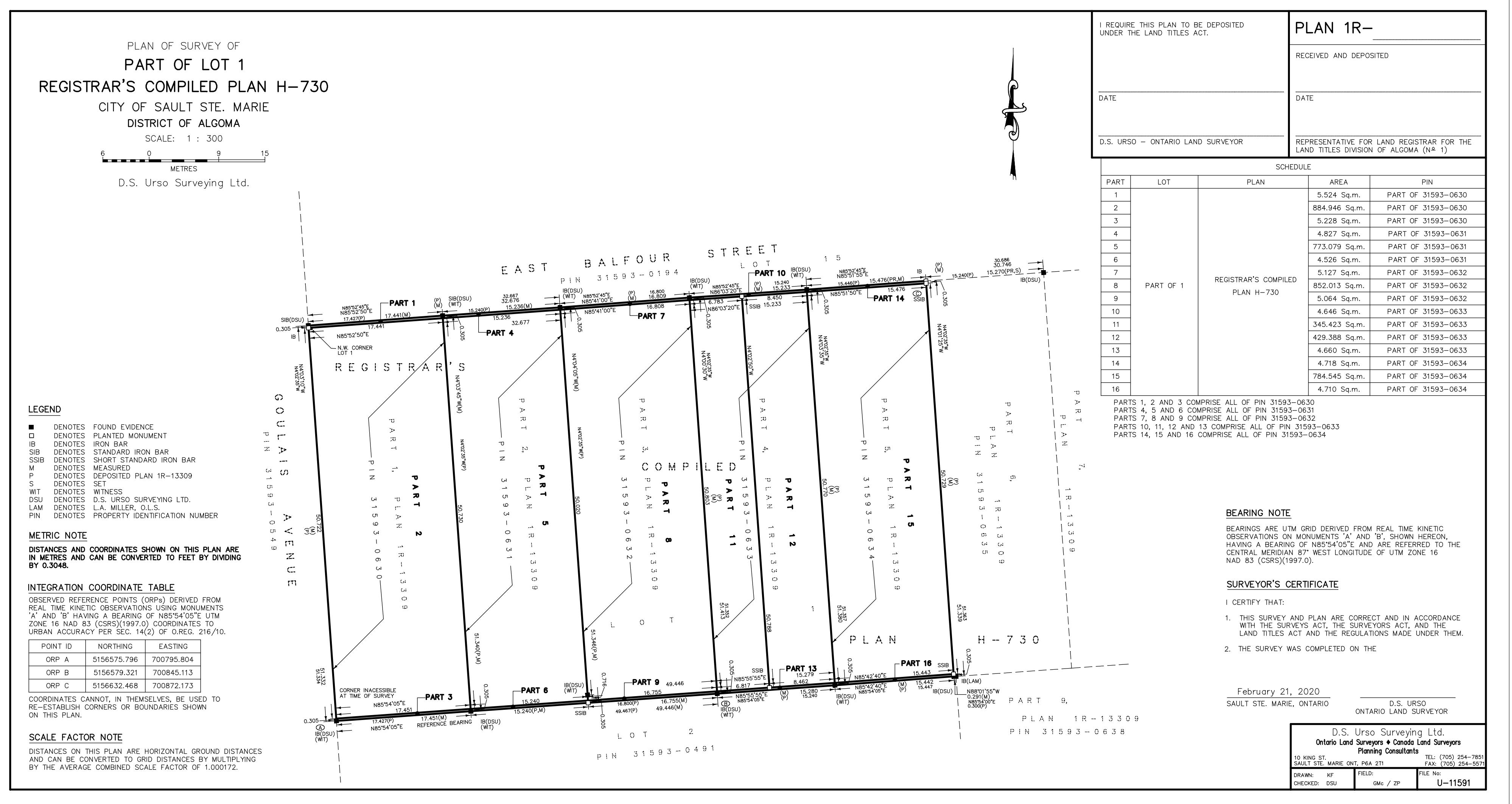
[m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

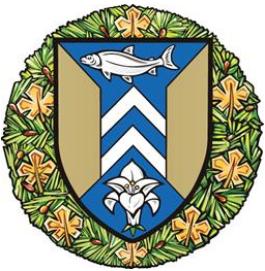
MBS/tj

Enclosure

PR1.133\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2020\\East Balfour Development One Foot Reserve OPEN.docx

Schedule A





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

### COUNCIL REPORT

May 11, 2020

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Jeffrey King, Solicitor/Prosecutor  
**DEPARTMENT:** Legal Department  
**RE:** Licensing Bylaws - Update for Consistency - Housekeeping

---

#### PURPOSE

The purpose of this report is to request Council's approval to amend Payday Loans By-law 2019-64, Amusement Arcade By-law 2003-50, Pawnbroker By-law 2003-52, Plumber (Master) By-law 2003-54, and Adult Entertainment By-law 2002-165.

#### BACKGROUND

Over the years a number of licensing by-laws have been passed. In reviewing our licensing by-laws, it was noted that various licensing by-laws which regulate certain businesses that operate within the City of Sault Ste. Marie require updates in order to achieve consistency in enforcement and administration. Legal has tracked the various provisions that should be added within the different City licensing by-laws.

#### ANALYSIS

Set out below is a summary of various provisions Staff recommend be added to the applicable licensing by-laws for the purpose of consistency.

Adult Entertainment By-law 2002-165 requires a licence revoking provision and reference to the condition when a licence may be revoked, as well as a late application fee and lost license recovery fee provision. The *Municipal Act* has provided municipality's with additional latitude in regards to location which has also been added to ensure future conformity with the current zoning by-law.

Amusement Arcade By-law 2003-50 would benefit from a late payment of application fees and a lost license recovery fee provision. Further, conditions that speak to the revocation of a licence and delegation of this authority to the City Clerk, and or their designate, would avoid the need to appear before Council to take such action. Referencing the conditions for revoking is also recommended.

Pawnbroker By-law 2003-52 was enacted in 2003 and requires a penalty provision to give the by-law enforceability. Worth noting is that the Province also has legislation regarding

## **Licensing Bylaws - Update for Consistency - Housekeeping**

2020 05 11

Page 2.

these businesses and enforcement provisions applicable to its specific requirements. The Pawnbroker By-law is also missing a licence revoking provision and reference to the conditions when a licence may be revoked, a late payment of application fee and lost license recovery fee provision, and a provision respecting the transfer of a licence.

Plumber (Master) By-law 2003-54 requires a licence revoking provision and reference to the condition when a licence may be revoked and a late payment application fee provision.

Payday Loans By-law 2019-64 was recently enacted but would benefit from a provision to charge late fees when a business does not apply by the required date. This will help ensure applications are submitted in advance of the deadline set out in the by-law.

Broadly, Legal has also reviewed and suggests implementing some boilerplate provisions that speak to general interpretation of the by-law, resolving specific conflicts between the by-law and others, as well as severance of any provision if deemed by a court to be invalid. Legal further update the fee provisions to ensure the new User Fee By-law is properly referenced.

The above amendments are all recommended to enable consistency throughout the various business licensing by-laws administered by Staff. Staff will further pursue future consideration regarding consolidating all City licensing by-laws in to a general licensing by-law with schedules that reflect the specific requirements of each business. This may further benefit consistent administration and allow for an overall clearer application of the requirements within these by-laws.

### **FINANCIAL IMPLICATIONS**

Recovery of lost licence administration fees and increased payment on late applications will help recover administrative costs.

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

Undertaking this first step and future review is consistent with Staff taking proactive measures to reduce overall expenses and streamline procedural applications to make best use of City resources.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

**Licensing Bylaws - Update for Consistency - Housekeeping**

2020 05 11

Page 3.

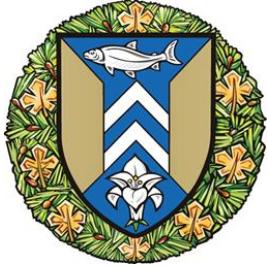
By-law 2020-105, 2020-106, 2020-107, 2020-108, and 2020-109, all being by-laws to amend the respective licensing by-law set out therein, appear elsewhere on the Agenda and are recommended for your approval.

Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor  
705.759.2662  
[j.king@cityssm.on.ca](mailto:j.king@cityssm.on.ca)

LEGAL\STAFF\COUNCIL\REPORTS\2020\ Report Licensing bylaws - update for consistency - HOUSEKEEPING.DOCX



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

### C O U N C I L   R E P O R T

May 11, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumieli, Manager, Design & Transportation  
Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Farwell Terrace Aqueduct Repairs

---

#### **PURPOSE**

The purpose of this report is to obtain approval to award Contract 2020-3E. The project generally includes repairs to portions of the small aqueduct on Farwell Terrace as per engineering recommendations from biennial structural inspections completed by STEM Engineering.

#### **BACKGROUND**

Council approved the Farwell Terrace aqueduct repairs in the 2020 Capital Budget.

Tenders received via email submission for Contract 2020-3E and were opened on Thursday, April 23, 2020. Present at the opening was Deputy City Clerk Madison Zuppa as well as City staff. Tender results were made public on the City website immediately following.

#### **ANALYSIS**

A total of four (4) tenders were received. All tenders submitted were found to be complete. The low tender of \$570,228.52 (excluding HST) was received from Avery Construction Limited.

#### **FINANCIAL IMPLICATIONS**

When engineering costs and non-recoverable HST are added, the City's cost to complete this project is projected to be \$643,356. This is below the allocation in the 2020 capital budget of \$1,225,000 aqueduct and bridge rehabilitation.

Including the Second Avenue and Sixth Avenue projects, previously approved by Council, the Overall Capital allocation in the 2020 capital roads budget is tracking under by \$1,323,092.

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

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

Farwell Terrace Aqueduct Repairs

2020 05 11

Page 2.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering, dated 2020 05 11, concerning the reconstruction of Farwell Terrace Aqueduct Repairs, be received and the recommendation that Contract 2020-3E be awarded to Avery Construction Limited, be approved.

By-law 2020-102 authorizing execution of Contract 2020-3E and By-law 2020-103 authorizing the road closure of Farwell Terrace between Wallace Terrace and Devon Road from May 15, 2020 until October 31, 2020 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



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

encl.

April 27, 2020

STEM Project # 19325

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

**Attention:** Mr. Carl Rumiel, P. Eng.  
Manager, Design & Transportation Engineering,  
Public Works and Engineering Services

**Subject:** Farwell Terrace - 2020 Aqueduct Repairs  
Contract No. 2020-3E Tender Recommendation

We have reviewed the tenders received by the City Clerk's office on Thursday April 23, 2020 for the above contract and comment as follows:

## 1.0 Introduction

Contract No. 2020-3E – Farwell Terrace-2020 Aqueduct Repairs consists of a total of approximately 35 metres of small aqueduct replacement on Farwell Terrace, one segment at Hocking Avenue and 1 segment near Devon Road. Also included are miscellaneous repairs at The Second Line crossing.

The tender advertisement was published in the Sault Star on Saturday, April 4, 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 these issues as raised by the plan takers.

## 2.0 Summary of Tenders

Four (4) Contractors submitted sealed tenders for Contract No. 2020-3E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday April 23, 2020. The tenders were opened at 3:15 p.m. on the same day by Rachel Tyczinski (City Clerk) in the presence of Carl Rumiel (Manager, Design & Transportation Engineering, Public Works and Engineering Services)

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    | \$570,228.52 | (Corrected to \$570,228.92) |
| 2. | Trimount Construction | \$663,780.85 | (No correction needed)      |
| 3. | Phillips Haulage      | \$691,571.20 | (Corrected to \$691,517.35) |
| 4. | Ellis-Don             | \$859,838.15 | (No correction needed)      |

### **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 are noted:

1. All tenders were properly signed, sealed and executed.
2. The tender breakdowns were checked for mathematical errors. Minor errors were found in two tenders submitted. This did not affect the bidding results
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 Addendum No. 1 and Addendum No. 2.

### **4.0 Low Bidder Experience**

The low bidder, Avery Construction Ltd. is a local General Contractor who has worked on similar city projects in the past.

Avery has indicated that most of the work will be done by their own forces. The main exceptions being Cast-In Place Concrete which will be done by Commercial Concrete, and Asphalt Paving which will be done by Ellwood Robinson.

### **5.0 Tender Estimate**

The low tender amount of \$570,228.92 (excl. HST) is lower than the Engineer's tender estimate by \$75,590.08 (excl. HST).

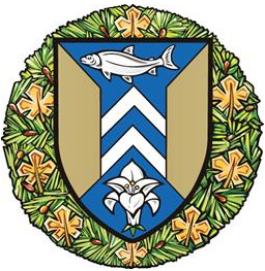
### **6.0 Conclusions**

Based on our review of the tenders submitted we recommend Avery Construction Ltd. be awarded the contract at the Total Tender Price of \$570,228.92. 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

May 11, 2020

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Susan Hamilton Beach, P. Eng., Director of Public Works  
DEPARTMENT: Public Works and Engineering Services  
RE: Ditching Program 2020

---

#### **PURPOSE**

The purpose of this report is to inform Council of the proposed 2020 ditching program.

#### **BACKGROUND**

Each year the ditching program is reported to Council for their information. This year it is proposed that the program include the re-ditching of approximately 10,750 metres of ditches to improve drainage along municipal roadways. Attached is the listing of the 2020 locations. The program represents approximately 2.1% of the total 512,000 meters of ditches maintained by the City. The budget for this program is \$205,010.

#### **ANALYSIS**

Typically, each year the program is compiled from requests received from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated. Prioritization of the list considers flooding issues as a much higher priority than cosmetic concerns. Some of the ditching requests may not be included on the final list due to physical constraints (lack of grade) in an area. The solution may require that a storm sewer be installed to address the drainage issues.

It is proposed that the ditching program commences in May of this year with a completion date in October.

#### **FINANCIAL IMPLICATIONS**

The proposed program maximizes the assigned operational budget for ditching.

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

The ditching program is linked to the asset management, maintaining existing infrastructure component of the Corporate Strategic Plan.

Ditching Program 2020

2020 05 11

Page 2.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated 2020 05 11 concerning the Public Works 2020 ditching program be received as information.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.

Director, Public Works

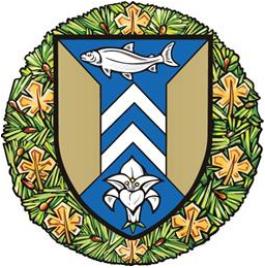
705 759-5207

[s.hamiltonbeach@cityssm.on.ca](mailto:s.hamiltonbeach@cityssm.on.ca)

## 2020 DITCHING PROGRAM

STREET	From	TO	Metres	Complete	Description
1427 Trunk Rd	Cement wall	Culvert	18		South Side
306 River Rd.	Civic #288	Cross culvert	76		North Side
50 River Rd.	Grate at Shoreview	Murphy St.	113		North Side
6 Kerr Dr.	Cross culvert	Kerr Dr.	65		North Side
150 Kerr Dr.	civic #337	Civic#112	178		East side
38 Val St.	civic # 38	Cross culvert	29		North side
86 Mc Niece St.	Cross culvert	96 Mc Niece	57		West side
135 Louise Ave.	Grate at Boundry	135 Louise	10		South side
185 Louise Ave.	civic 181	Grate at Simon Ave.	265		East side
171 Carlbert St.	civic #177	civic #167	34		South side
21 Elaine Crt.	civic # 88	civic #114	700		Both Sides
418 Chambers Ave.	civic #122	Chambers Ave.	86		North east side
86 Glenwood Ave.	civic # 100	Gibb St.	308		North west side
219 Eastern Ave.	civic # 229	Gibb St. Driveway	60		East side
121 Eastern Ave.	civic #127	civic # 67	220		East Side
5 Eastern Ave.	civic # 5	Boundary Rd.	75		East side
26 Sutton Pl.	civic # 30	Chartwell Dr.	110		North Side
129 Sutton Pl.	civic # 129	civic # 83	157		West side
42 Cambridge Pl.	civic # 90	civic # 42	185		North Side
55 Manitou Dr.	civic # 55	Dead end	83		South side
136 Manitou Dr.	Cross culvert	civic 31 Jean St.	48		South side
13 Breton Rd.	Civic # 13	Pine St.	84		Along Tracks
40 Norden Cr.	civic # 40	grate at civic # 14	180		West side
110 Marwayne Ave.	civic #105	Leslie St.	147		South Side
122 Birch St.	cross culvert	to Grate	160		East side
419 Bush St.	Civic # 419	To Grate	50		South side
374 Bush St.	grate	To Culvert	37		South side
163 Blake St.	Civic # 163	Civic # 36	40		North side
124 Oryme Ave.	Grt Northern Rd.	Pole at civic #124	60		North side
254 Strand Ave.	civic # 254	Cross culvert	40		North side
119 Panoramic Dr.	civic # 117	civic #135	80		North side
60 Dablon St.	civic # 78	Grate	40		East side
59 Sharon Cres.	Cross culvert	civic #59	189		South side
137 Sharon Cres.	Dead end	civic #87	250		North side
80 Northwood St.	civic # 86	civic #64	109		North side
65 Industrial Crt. B	grate	Indutrial cres.	258		South Side
29 Cabot Cres.	civic # 29	grate	180		North side
85 Birkshire Pl.	civic #85	civic #89	5		north side
964 Old Garden River Rd.	cross culvert	civic #964	220		West Side
1060 Old Garden River Rd.	Cross culvert	civic # 1060	175		West side
1071 Old Garden River Rd.	civic # 1071	past cross culvert	202		East side
1298 Old Garden River Rd.	civic # 1298	civic # 1364	210		North side
199 Case Rd.	civic #191	civic #199	94		West side

186 Case Rd.	civic #140	civic #200	256	East side
518 Fourth Line E.	civic # 504	civic #536	107	North side
28 Fourth Line E.	cross culvert	to first driveway	238	North side
300 Kingsford Rd.	dead end	civic # 300 murton	126	North side
419 Sydenham Rd.	civic #411	civic # 435	114	South side
9 Donna Dr.	grate	civic #17	81	South Side
28 Lamming Ave.	Cross culvert	Dead end	170	East side
692 Goulais Ave.	civic #804	civic #745	258	East side
707 Second Line W.	Laurier Ave.	civic #707	216	South side
123 Roosevelt Ave.	civic #123	creek	13	West side
34 Eden Sq.	civic #31	civic #24	125	South side
75 Ellis Rd.	81 Ellis	67 Ellis	102	South side
76 Ellis Rd.	civic # 80	Dead end	138	North side
111 Ransome Dr.	Royce Ave.	civic # 115	256	West side
33 Sunset Crt.	civic # 33	Anderson Rd.	44	South side
728 Third Line W.	<b>civic #728</b>	<b>civic #712</b>	<b>107</b>	<b>North side</b>
1100 Third Line W.	civic # 1100	civic #1122	149	North side
90 Maki Rd.	civic #146	Third Line W,	567	East side
1549 Leigh's Bay	civic #1535	civic # 1549	52	West side
576 Town Line Rd.	civic # 1549	25 m each way	186	East side
2901 Base Line	Walls Rd.	east of 2861	395	south side
483 Black Rd.	Black Rd.	Pawating Pl.	680	south side
9 Sackville Rd.	Sackville Rd.	North St.		South side
Landslide Rd.	pole #14404	pole #14489	210	West side
Landslide Rd.	pole #14500	pole #14502	200	East side
Landslide Rd.	Pole # 14509	Conner Rd.	275	both sides
			10752	



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

### C O U N C I L   R E P O R T

May 11, 2020

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

**AUTHOR:** Kathy Fisher, Curator Ermatinger Clergue National Historic Site

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** HISTORIC SITES BOARD: Annual Report 2019  
Ermatinger Clergue National Historic Site

---

#### **PURPOSE**

The purpose of this report is to provide City Council with an update as per by-law 2001-229 section 6 (y), the Historic Sites Board (Local Board & Committee of Council) is required to submit an annual report to Council.

#### **BACKGROUND**

An annual report is required on the operations of the Ermatinger•Clergue National Historic Site as per the Local Boards by-law, and as a requirement of the Grants Ontario: Community Museums Operating Grant, each year. This requirement meets Provincial museum standards.

#### **ANALYSIS**

The annual report assists the Board to reflect on the programs, services, and statistics, in order to continue to meet the mandate of the Site, strategic goals and sustainability.

#### **FINANCIAL IMPLICATIONS**

The report is for information, there are no financial implications.

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

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

Historic Sites Board: Annual Report 2019 for the

Ermatinger•Clergue National Historic Site

2020 05 11

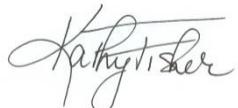
Page 2.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

"Resolved that the report of the Curator, Ermatinger•Clergue National Historic Site, concerning the Historic Sites Board: Annual Report 2019 for the operations of the Ermatinger•Clergue National Historic Site be received as information."

Respectfully submitted,



Kathy Fisher  
Curator  
705.759. 5443  
[k.fisher@cityssm.on.ca](mailto:k.fisher@cityssm.on.ca)

# ANNUAL REPORT 2019



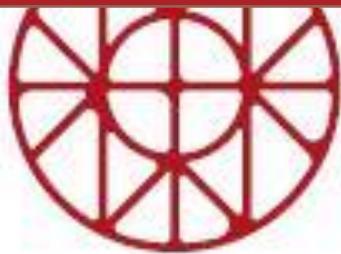
## ERMATINGER•CLERGUE NATIONAL HISTORIC SITE



**Kathy Fisher, BSC., Museum Studies  
Curator / Supervisor  
May 2020**



# TABLE OF CONTENTS



Executive Summary / Mandate / Governance.....	Page 3
Visitation.....	Page 4
Educational Programming.....	Page 5
Outreach Exposure / Partnerships.....	Page 6
Festivals and Events.....	Page 7
Venue Rentals / Gift Shop.....	Page 8
Moments of Algoma / Group of Seven Programs.....	Page 9
Exhibits.....	Page 10
Volunteers / Staffing.....	Page 11
Social Media.....	Page 12
Maintenance / Restoration / Asset Management.....	Page 13
Collections Management / Policies.....	Page 14



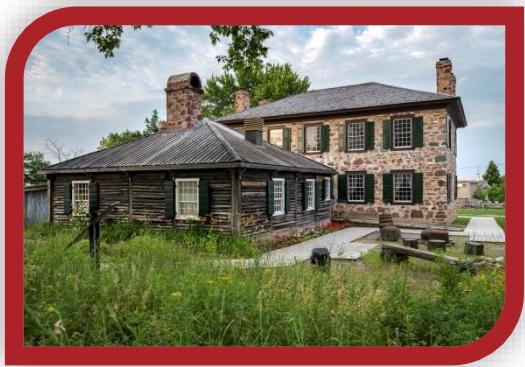


## EXECUTIVE SUMMARY

2019 was an exceptional year. Visitation to the Ermatinger•Clergue National Historic Site reached an all time high, the most we have seen to the Site than any other year to date. The increase in visitation is a result of some of the new Festivals & Events we hosted (*PoutineFeast & Halloween House*), as well as an increase in Cruise Ship passenger visits and Group Tour Sales. This annual report will provide further information on the details of the year.

I would like to take this opportunity to thank the many local residents, and organizations who have partnered with us and continue to support us in many ways and opportunities.

Kathy Fisher, Curator



## MANDATE

The Ermatinger•Clergue National Historic Site provides visitors and residents of Sault Ste. Marie with an opportunity to experience the history of our community through the preservation and historic interpretation of artifacts related to the Site; within the Ermatinger Old Stone House, the Clergue Blockhouse, the Heritage Discovery Centre, and including the heritage gardens and grounds; and through related festivals and events.

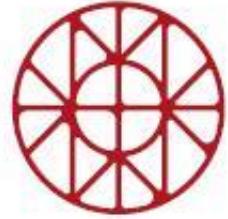
## GOVERNANCE

The Ermatinger•Clergue National Historic Site is owned and operated by the City of Sault Ste. Marie, under the management of the Historic Sites Board, an appointed Board of Council. The 2019 Board comprised of 5 citizens and 1 Council member.

The Historic Sites Board By-law mandates the responsibilities of the Board in overseeing the operations of the Ermatinger•Clergue National Historic Site.

In 2018 and 2019, the Historic Sites Board reviewed and revised their strategic plan and governance policy to reflect the direction of the Ontario Museum Association, Ontario Cultural Plan, City of Sault Ste. Marie's corporate strategic plan along with FutureSSM direction, and the SSM Downtown Association plan.

The Historic Sites Board along with the Curator, ensure that the Ontario standards for museums are met and are submitted to the Ministry of Tourism, Culture, and Sport - Province of Ontario each year.

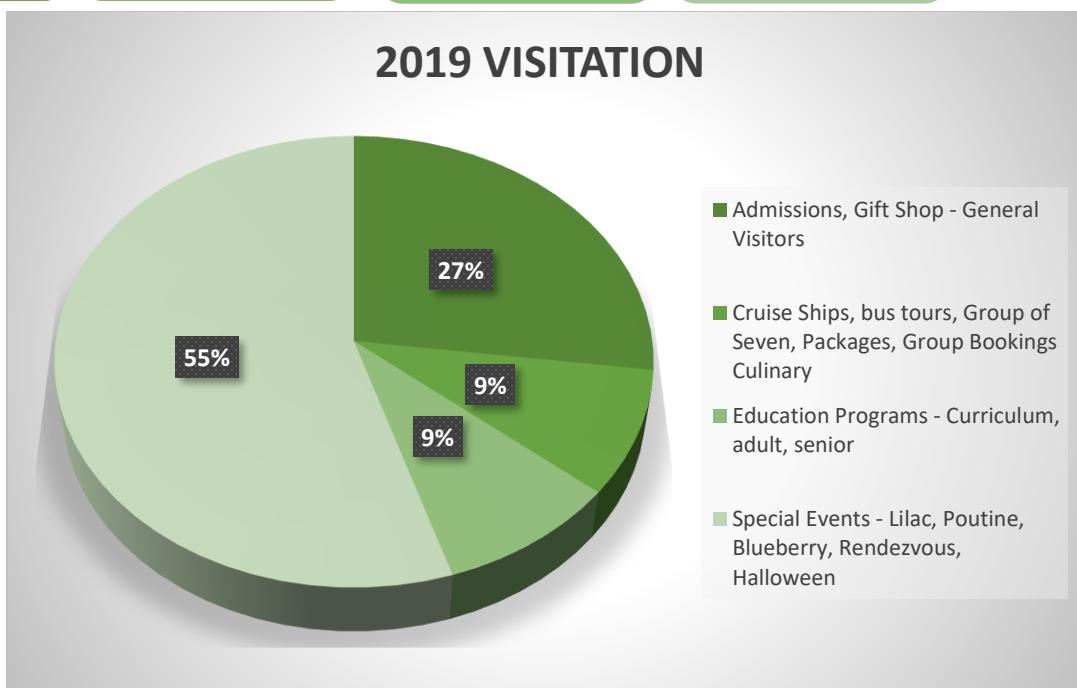
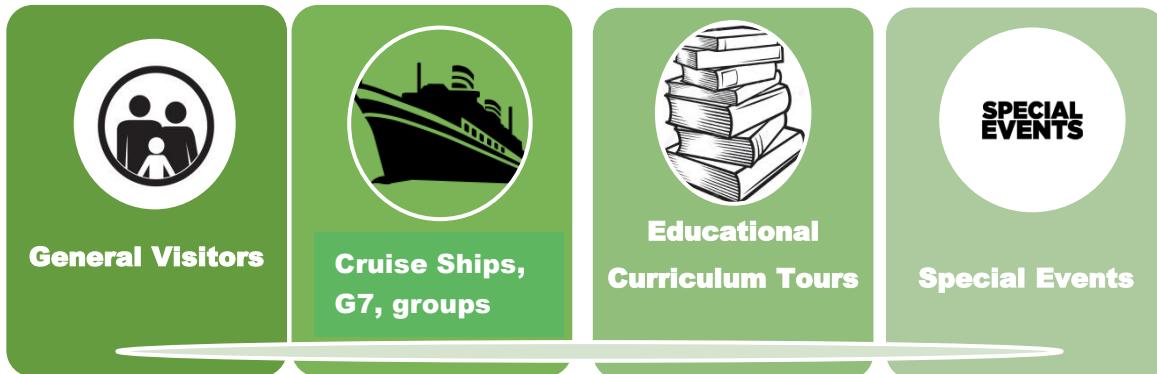


## VISITATION

January to December



General Visitors	<ul style="list-style-type: none"> <li>- General Site Visitors</li> <li>- Cruise Ships</li> <li>- Group of Seven Program – Road Scholar &amp; Gt. Can. Tour</li> </ul>	Total: 4983 Total: 1813 Total: 459
Packages sold by Tourism Sault Ste. Marie	<ul style="list-style-type: none"> <li>- Agawa Canyon Train Tours Packages</li> <li>- On line tickets / Passes</li> </ul>	Total: 611
Educational Programs – Curriculum	Adult Programming – Fridays by the Fire, and Workshops	Total: 1767
Private Bookings for Heritage Culinary Experiences		Total: 567
Special Events (Poutine Feast, Halloween, Rendezvous, Lilac & Lavender) and ECNHS hosted Themed Dinners		Total: 340
Non-paying visitors to <i>Gift Shop</i> / 4Culture Pass / Memberships		Total: 17667
Venue Rentals		Total: 3720
<b>GRAND TOTAL</b>		<b>31,927</b>





## EDUCATIONAL PROGRAMMING – CURRICULUM BASED ON SITE AT ECNHS



Program Name	Number of Programs	Number of Participants
Pioneer Living (Grade 3 & 4)	5	133
Long Ago (Grades 1 to 4)	6	196
Native Life (Grade 5 & 6)	4	144
Fur Trade (Grade 7) **	23	604
Yuletide (Grade 1 to 4)	10	299
Child's Summer	9	238
Brownies / Girl Guides	2	56
<b>Customized Programs</b>	<b>3</b>	<b>97</b>
<b>Total:</b>	<b>62</b>	<b>1767</b>

\*\* Fur Trade Program is included in Fall Rendezvous

## EDUCATIONAL PROGRAMMING

### Youth, Adult, & 55+

On site & Offsite (Numbers are divided into various sections within the stats listed on page 4)



	NUMBERS OF PROGRAMS	NUMBER OF PARTICIPANTS
Senior Services 55+ at various venue's	49	321
Sault College Event Management	1	16
Culture Days & DTA tours	9	221
Sault College Outdoor Parks & Rec	1	16
Junior Gardener (full season)	14	40
Lavender herbal talk	2	45
Familiarization tours (Tourism Reps & Rendezvous Canada & Media Writers)	12	172
Finish Ambassador & Consulate	1	5
Officer Tour for Canadian Armed Forces Delegation from Ottawa	1	10
Fridays by the Fire - Lunch & Learn	15	434
Fall Rendezvous – stations for public education festival days	24	1368



## OUTREACH EXPOSURE

In 2019 staff and volunteers participated in and collaborated with partnered organizations, in the following opportunities:

- Tourism Week – Ontario Tourist Information Centre
- Hello Spring – New North Greenhouses
- Seedy Saturday – Horticultural Society / Sault College
- Volunteer Bureau – Volunteer Fair for SSM
- Canada Day festivities at Roberta Bondar Park – City of Sault Ste. Marie
- Culture Days Ontario – SSM Public Library, Art Gallery of Algoma, Local Immigration Partnership
- 4 Senior Services talks / demonstrations
- Presentations at service club meetings, SSM Public Library, Living History Algoma, Friends of ECNHS

## PARTNERSHIPS 2019

- Admission Partnerships: TSSM Market share (online ticketing), and
  - SSM Public Library Pass (87)
- Friends of ECNHS
- Living History Algoma – SSM Oral Histories, Sault Stories, & Theatre in Motion
- Algoma University Archives and Shingwauk Kinomage Gamig (Shingwauk University)
- Tourism SSM, Future SSM, Algoma Country, Destination ON
- 4Culture – Sault Ste. Marie Museum, Canadian Heritage Bushplane Museum,
  - Art Gallery of Algoma
- Parks Canada Sault Canal and Fort St. Joseph
- Downtown Association – POUTINE FEAST, Halloween House Events, and Moonlight Magic
- Sault Ste. Marie Public Library – Fridays by the Fire, Festival of Trees, Culture Days
- Senior Services 55+
- North Shore Cultural Attractions Network
- Sault Ste. Marie Conservation Authority
- Community Living Algoma – Volunteer Placements
- Indian Friendship Centre – Fall Rendezvous & Fridays by the Fire
- Garden River and Bachewana First Nation – Healing Lodge Singers
- Local Immigration Partnership – National Film Day, LIP Forum, Culture Days
- Ontario Museum Association – Board of Directors, Program Committee Conference 2020, and projects such as: Diversity and Inclusion Symposium & Toolkit





## FESTIVALS AND EVENTS - 2019

1. Fridays by the Fire: Every Friday January through March, a lunch & learn program.
2. Seniors Carpet Bowling -Wednesday's & Fridays – Fall to Spring – Theatre in HDC.
3. April - Easter Egg Hunt & Egg Scavenger 2019 – 261 participants (197 participants in 2018).
4. June - Lilac and Lavender Victorian High Tea specializing in our special culinary menu.
5. July 1<sup>st</sup> to 4<sup>th</sup> – POUTINE FEAST 1<sup>st</sup> annual – with visitation of 12,000. Beer, music, games. Partners: DTA
6. July - Parade of Paddles – Canoe/kayak locked up in the Sault Canal & then paddled to Ermatinger Site – & Poutine Feast.
7. July - Strawberry Social - Event planned in conjunction with SSM Downtown Street Party.
8. August - Blueberry Festival - Blueberry Pancake breakfast – Blueberry Tea & Mad Hatter Tea Party.
9. September - FALL RENDEZVOUS -Annual Fall Rendezvous hosted by “Friends of” A four-day event at the site.
10. Culture Days in Partnership with SSM Public Library, Local Immigration Partnership: A multicultural series.
11. Halloween House – in partnership with the Downtown Association -1<sup>st</sup> annual –Entomica (insectarium).
12. Moonlight Magic – in partnership with the Downtown Association –Christmas Shopping, cookies & cider & “ice bar”.
13. November - Evening in the Summer Kitchen –Christmas themed Heritage Culinary with local musician and stories.
14. Christmas Tea – Victorian Fancy tea with all our homemade holiday baking. Christmas Carolers lead the visitors in song.



## VENUE RENTALS

The Heritage Discovery Centre provides the Ermatinger•Clergue National Historic Site with a unique opportunity to rent out the theatre and/or foyer. We are able to book in receptions, small conferences, weddings, showers, and annual meetings, all of which have been very well received.



The summer kitchen in the Ermatinger Old Stone House still is a popular venue for any occasion.

Venue rentals for 2019 included:

- Weddings, Wedding Photo's, and Private Parties
- Tourism Northern Ontario
- Ontario Culinary Alliance
- Ontario Trillium Foundation information session
- Breast Cancer Awareness celebration
- SSM Social Services
- SSM Day Cares
- Community Foundations
- NORDIK AGM
- Ministry of Energy, Northern Development and Mines



## GIFT SHOP – “The Post”

In 2019, the Gift Shop within the Heritage Discovery Centre operated for the third year completely by Site staff and volunteers. Purchased merchandise for resale, and local artist's consignment items in combination comprised the inventory. In January / February the Curator attended the Toronto Gift Show in conjunction with the Canadian Museum Retail & Enterprise Services Conference.

Net Revenue 2019	\$13,352.31
Net Revenue 2018:	\$ 10,028.95
Net revenue 2017:	\$ 9,860.00





## MOMENTS *of* ALGOMA

GROUP OF SEVEN



The Ermatinger•Clergue National Historic Site has partnered with the Theatre in Motion company to present the of Group of Seven series of programming to the site. The Group of Seven program involved a performance within the Heritage Discovery Centre Theatre which features a one-man theatrical production of Lawren Harris, followed by a Heritage Culinary Dinner themed on the foods the men ate while in the Algoma region. Historic interpretation and promotion for travelling in Algoma reflects on the Group of Seven and their experiences while painting our great landscapes. This iconic Canadian Program is offered to bus / tour groups as well as to those individuals doing drive tours, or fly and drive tours, for their "Moments in Algoma". The packages are sold through Tourism Sault Ste. Marie for group bus tour companies. The individual tickets are promoted by Algoma Country and our ECNHS websites.

## PICNIC BASKETS

This year we introduced our Picnic Baskets as another option to explore Algoma and the Group of Seven



landscape. The basket options allow for three variations on menu, and are accompanied with information on the "story" and the "Taste of Algoma". Customers are introduced to the "Map" and the "App" which will take them on their journey to explore the rugged landscapes of Algoma, and provide them with information on which artist painted each of the locations marked.

### Algoma's Taste of Place Elements

Natural Landscape:	Mountains, Inland Lakes, Rivers, Forests, Islands, Freshwater, Lake Superior, Lake Huron
People:	First Nation, Italian, French-Canadian, Finnish, Ukrainians, etc.
History:	Fur Trading, Voyageurs, Group of Seven, Heritage Foods
Activities:	Canoeing, Motorcycling, Fishing, Hunting, Hiking, Sledding, Kayaking, Cycling, Swimming, Camping, Alpine and Cross-Country Skiing
Cooking Techniques and Characteristics:	Fresh, Wild, Natural, Open Fire, Fried, Roasted, Smoked
Dining:	Homemade, Family Recipes, Heritage, Traditional, Communal
Food and Drink:	Berries, Game Meat, Maple Syrup, Maple Products, Bannock, Blueberries, Beef, Whitefish, Pickerel/Walleye, Mushrooms, Smoked Trout, Tie Plates, Vodka, Beer

## EXHIBITS

### Period Rooms

- Artifact changes within the period rooms
- Furniture re-arranged to change the weight bearing load on the floors
- Seasonal changes for events with appropriate decorations.

### Native Plants

- Signage created in house for Herb & Dye gardens, Native species & Heritage plants.
- Historic relevance, usage, details of plants, and photos are all included on each
- Draft guidebook designed.

### Hatter / Fur Trade Front office room

- Loan items of women's hats, shako, marine, and gentleman's hats on display, accompanied by other "hatter" tools / processes, text and story.



EXHIBITS: The exhibit categories above are what were completed as Exhibit goals that were set in our 2018 plan - for 2019 implementation.

The front Fur Trade office – South East Period Room of the Old Stone House, housed the following short-term exhibits for special events:

- Artifact or Artifake – Fridays by the Fire
- Aprons – the History of & Display – Lilac & Lavender
- Soup Turenes – Fall Rendezvous
- 200<sup>th</sup> Anniversary of HBC Powder Magazine - Summer
- Children's Room – new replica toys, children's books, 1812 era clothing to try on
- Métis Sashes – the story of the different patterns and weaves



AUDIO WANDS: The Historic Sites Board researched and recommended the rental of 10 “audio tour” wands for trial during the 2019 season. The trial of our Site walking tour with 24 information stations located in and around the buildings, provided further historical information, and acknowledged the land for which we are located. Visitors really liked using the wands, and were quite happy in situations when the orientation theatre was not available, due to other programming. The Audio Tour wands have now been purchased and the goal for 2020 is to have the tour in French and English, and perhaps even expand on the information available through this device.



## VOLUNTEERS

Volunteers who assist in activities, events, and programming, are a mix of individuals from the following areas:

Members of the Friends of Ermatinger•Clergue National Historic Site

- Members of the Historic Sites Board
- Adult and Youth Re-Enactors
- High school students
- Adults & Seniors (55+) who individually want to assist in many capacities

The site is managed by a volunteer Board (Historic Sites Board) which is comprised of **6 members** contributing a total of **144 hours** for Board Meetings, and a grand total of approximately **484 hours for 2019**. With the addition of 2 bigger festivals (Poutine Feast, and Halloween House) Board Members offered more time to assist during the busy events. Members for the Sault Ste. Marie Historic Sites Board are appointed by City Council every 2 years.

The Ermatinger•Clergue National Historic Site has **42 volunteers** contributing **1234 opportunities = 4666 hours** of volunteer assistance – not including the Board members. Many of the volunteers began to help in the planning years of 2010 & 2011, and then during the 200<sup>th</sup> Commemoration of the War of 1812, however, we are graced with some volunteers that have achieved over 30 years of service, and bringing “History to Life”!

**Grand total - 48 volunteers donated 5150 hours of assistance during 2019.**



## STAFFING in 2019

The Ermatinger•Clergue National Historic Site consists of 3 buildings and heritage gardens, operated year-round, since the 2014 opening of the Heritage Discovery Centre. 2019 Staff levels at

the Ermatinger•Clergue National Historic Site was as follows:

Regular year-round staff:

- 1 Full Time Permanent Curator
- 1 Full Time Permanent (Heritage) Programmer Assistant
- 1 Part Time Garden / Grounds / House Keeper (28 hrs / wk – Spring to Fall - seasonal)
- 1 Part Time Historic Interpreter (21 to 28 hrs / wk)
- 1 Part Time Cook (25 hrs / wk)
- 1 Part Time Administrative Assistant/Receptionist (25 hrs./wk)
- 1 Part Time Facility Attendant in a career training program with funding from March of Dimes

Students:

- 1 Young Canada Works Summer Student (Federally Funded) & City of SSM
- 1 Provincial GREEN JOBS (Provincially Funded) & City of SSM
- 2 Municipal Summer Students (Funded through the City of Sault Ste Marie)





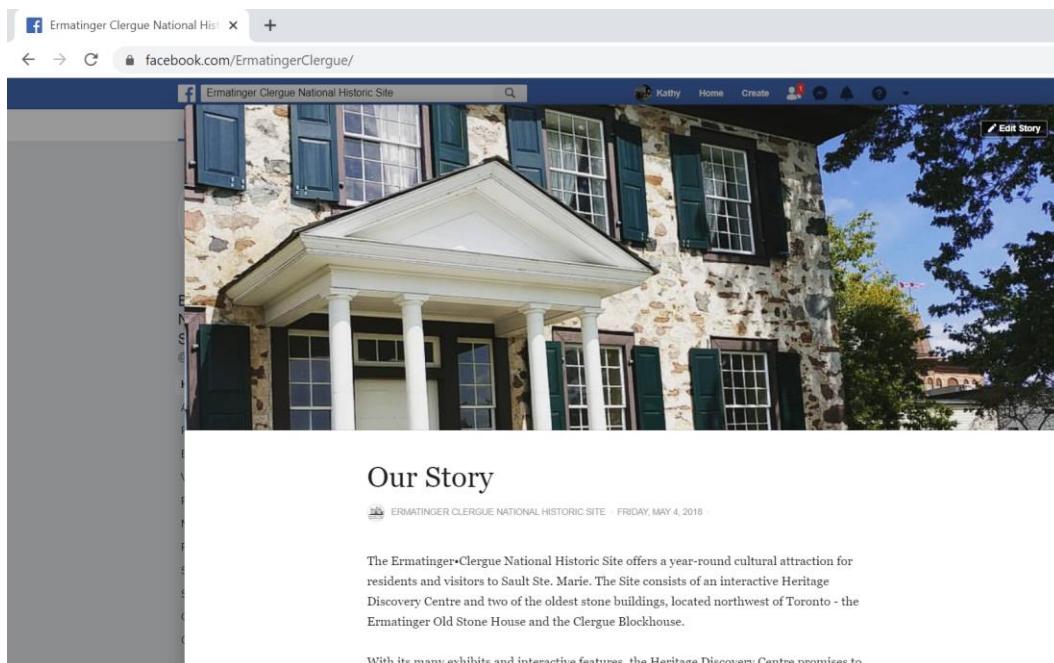
## SOCIAL MEDIA

With the Museum Standards for CMOG (Community Museums Operating Grant) and the Ministry of Tourism, Culture and Sport, "Social Media" became a project in the forefront in 2016. The Ermatinger•Clergue National Historic Site operates a Facebook Page in order to engage and interact with the community. When we began our start with social media, a written policy was required for the Board, staff, and to meet the Museum Standards. The Site took on operating the Facebook Page in May of 2016 and it has proven to assist in both promotion, education, and engagement.

The total page "LIKES" on our Facebook as of December 31, 2019 = 1018 This is almost double 2018

December 31, 2018 = 595. This is an increase of 203 from 2017.

The total "FOLLOWERS" on our Facebook as of December 31, 2019= 1061 (2018= 599)

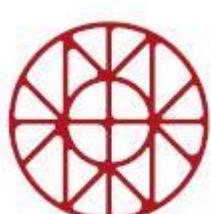


## Other Social Media

**INSTAGRAM:** Started in August 24, 2017

**TRIP ADVISOR:** #7 things to do in Sault Ste. Marie with a 4.8 - star rating and 98% positive reviews

**GOOGLE BUSINESS, MUSEIST:** [www.museist.com](http://www.museist.com)





## MAINTENANCE, RESTORATION, and ASSET MANAGEMENT

During 2019, the Historic Sites Board approved a further study to be completed on the Site and Facilities to assess the conditions. This report, in conjunction with City of Sault Ste. Marie Asset Management review, was then further utilized to formulate priorities in the Maintenance and Restoration projects required to maintain the integrity of the buildings and grounds. The reports identified the following critical items, for which City Council approved funding towards these items. The Board also approved applications to Parks Canada National Cost Sharing Program and Rural Agricultural Development funds, to leverage more funding in order to properly complete the priority projects. These applications have deadlines in early 2020.

- Four chimneys on the Ermatinger Old Stone House: repointing and mortar fixes. Repointing of front steps and back basement stairs.
- Correct basement leakage: the exposed walls in the basement of the EOSH show, parging at grade level and efflorescence on walls from grade level to floor, – excavation, waterproofing, and drainage required.
- Repaint and putty windows and other wood trim elements (mutton bars & re-putty) on both the Ermatinger Old Stone House and the Clergue Blockhouse. Many windows seem to look as if the putty and mutton bars are not supporting the glass. Wood framing is rotting and showing signs of punkie wood. Front portico columns have wood rot and cedar shingle roofing requires replacing.



Further to the 2019 / 2020 project the studies also confirmed the following needs:

- 1) Roof(s): Cedar shakes on Blockhouse and Ermatinger house are showing signs of curving and drying. Will require an inspection to further determine when maintenance or replacement is required.
- 2) Blockhouse windows and log chinking – showing signs of drying out and loss of plaster – possible wood rot occurring. Window framing eroding and mutton bars deteriorating – glass panes loose - building has settled and cracks occurring.
- 3) Summer Kitchen log walls – localized deterioration in some logs. Last repair completed in 2005. Localized repairs should be completed to decrease future costs to repair. Issue is that this is a laborious job and takes a specialized skill.
- 4) Shed at Auxiliary Kitchen door – softwood shed requires replacing or dismantling. Wood siding needs replacing, roof needs repair, and building has shifted. Inside floor needs replacing.
- 5) Front door of EOSH – threshold has dried out and is cracking. Wood needs to be restored or replaced, and painted.
- 6) Exterior boardwalks: Continuous maintenance required annually, to repair or replace. Boardwalks pose a Health & Safety risk, for people walking off edges, and the main issue is that people find boards very slippery when they are not totally dry.
- 7) Queen Street white picket fence. Annual spring inspection will be required to determine which boards require replacing and what requires painting. Gate and latch will also need maintenance work.
- 8) Split rail fence around the south and east perimeter requires some posts to be re-wired, and split rails to be fixed and /or replaced. Some areas of the fence require building up with more rails.



## COLLECTIONS MANAGEMENT

Since the building of the Heritage Discovery Centre, and the opening of the Site year-round, the collection and the management of the artifacts and archives has been a project that far too often gets put on hold. A concentrated effort began in early March 2019 to pull everything out of storage in the attic and take inventory. Due to staff changes, the project once again was put on hold. The concentrated effort of the archives and artifacts will continue in April and May 2020.



Ermatinger • Clergue  
National Historic Site



## POLICIES and GOVERNANCE

In maintaining the Museum Standards set forth by the Province, the Historic Sites Board reviews the policies on a rotating basis (usually every 5 years), including Strategic Planning.

2019 Review included:

- Strategic Plan: Key Strategies & New Directions
- Partnership with City of SSM on the Cultural Plan
- Some review of Collections Policy
- Some review of Volunteer Policy & Risk Management
- Some review of Site Use Policy & Filming contracts



## SUMMARY

As per the Historic Sites Board by-law this report shall be submitted annually to City Council as well as with the application to Community Museums Operating Grant – Grants Ontario.

THE END



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-92**

**PROPERTY ACQUISITION:** (PR1.133) A by-law to authorize the acquisition of a portion of property located at civics 227, 231, 235, 239, and 243 East Balfour Street (2729365 Ontario Inc. c/o Richard Hurley).

**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 11<sup>th</sup> day of May, 2020.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

SCHEDULE "A"

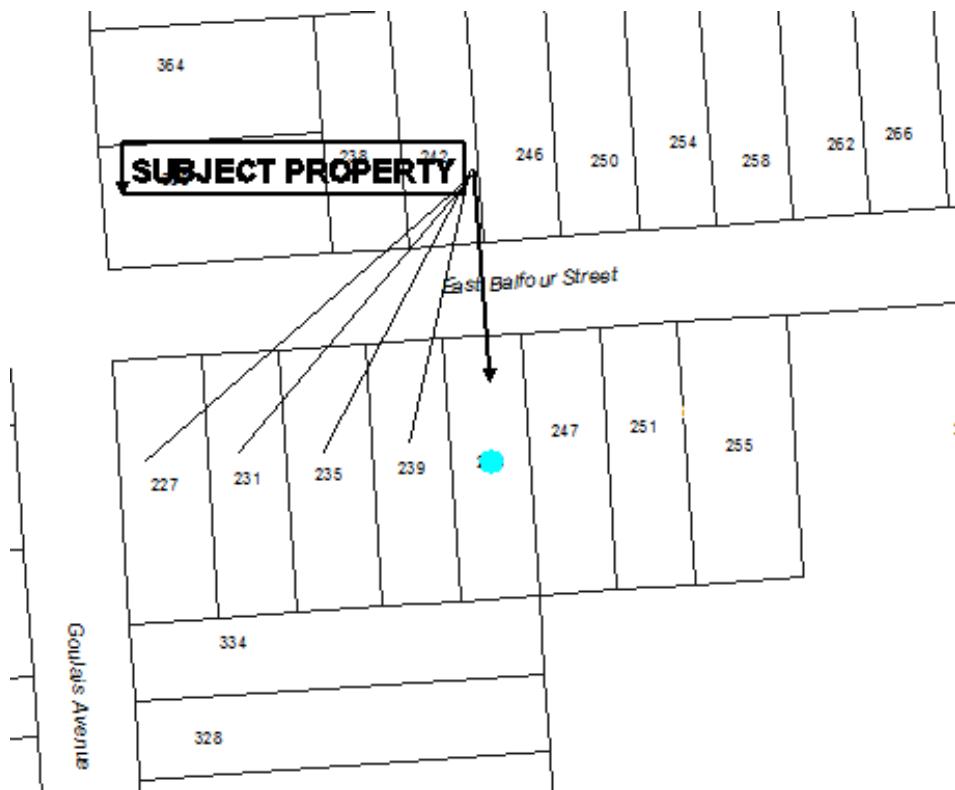
PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: 2729365 Ontario Inc. (Richard Hurley) (or as otherwise directed)

ADDRESS: Part 227, 231, 235, 239, and 243 East Balfour Street

LEGAL DESCRIPTION: Part PIN 31593-0630: PT LT 1 RCP H730 PT 1 1R13644; CITY OF SAULT STE. MARIE  
Part PIN 31593-0631: PT LT 1 RCP H730 PT 4 1R13644; CITY OF SAULT STE. MARIE  
Part PIN 31593-0632: PT LT 1 RCP H730 PT 7 1R13644; CITY OF SAULT STE. MARIE  
Part PIN 31593-0633: PT LT 1 RCP H730 PT 10 1R13644; CITY OF SAULT STE. MARIE  
Part PIN 31593-0634: PT LT 1 RCP H730 PT 14 1R13644; CITY OF SAULT STE. MARIE

CONSIDERATION: One (\$1.00) Dollar (subject to usual adjustments)



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-93**

**AGREEMENT:** A by-law to authorize the execution of the Agreement between the City and MGM Media Licensing, a division of MGM Home Entertainment Distribution Corp. for the use of a film clip for the Corporation of the City of Sault Ste. Marie's "Sault Ste. Marie Film/Television Marketing Video".

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 23, 2020 between the City and MGM Media Licensing, a division of MGM Home Entertainment Distribution Corp., a copy of which is attached as Schedule "A" hereto. This Agreement is for the use of a film clip for the Corporation of the City of Sault Ste. Marie's "Sault Ste. Marie Film/Television Marketing Video".

**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 11<sup>th</sup> day of May, 2020.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

## Schedule "A"



March 23, 2020

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

Re: Clip Usage Agreement (the "Agreement")/  
"VIKINGS – SEASON FOUR"  
(the "Picture(s)")

To whom it may concern,

In connection with The Corporation of the City of Sault Ste. Marie's "Sault Ste. Marie Film/Television Marketing Video" (the "Production"), you have requested that MGM Media Licensing, a division of MGM Home Entertainment Distribution Corp. ("MGM"), make available to The Corporation of the City of Sault Ste. Marie ("User") the film clip(s) more fully described in the attached Schedule A from the above-captioned Picture(s) (the "Film Clip(s)") for the specific non-exclusive use described in Schedule A, which schedule is attached hereto and incorporated herein by reference. All other rights not specifically granted herein are reserved by MGM.

This will confirm that MGM has no objection to User's non-exclusive, non-transferable use of the Film Clip(s) as aforesaid and MGM agrees to make the Film Clip(s) available to User subject to and upon the following terms and conditions:

1. User shall not have the right to and will not at any time license or authorize any third party to use, reproduce, exploit, distribute, exhibit, broadcast or rebroadcast the Film Clip(s) or any portion thereof in any manner not herein specifically authorized by MGM. Further, User shall have no right to edit, modify or otherwise alter the Film Clip(s), or any portion thereof. By way of clarification the Production as used herein means the Production as distributed and exhibited in its entirety, and no permission is granted to use the Film Clip(s) in excerpts from the Production whether or not those excerpts are used, distributed or exhibited in connection with the Production.
2. User shall pay all laboratory and all other costs and expenses that may be incurred by MGM in making the Film Clip(s) available to User and in editing and printing the same, including, but not limited to, the cost of replacing any material that may be damaged in the process of making the Film Clip(s) available hereunder. Such reimbursement shall be made promptly on receipt of MGM's invoice.
3. User acknowledges that MGM makes no warranty or representations whatsoever with respect to the nature or extent of its rights, if any, in and to the Film Clip(s). Nonetheless, to the extent that MGM owns rights and/or title to said Film Clip(s), said ownership and title to said Film Clip(s) shall

9355 .v1

03/23/2020

be and remain with MGM at all times. User further acknowledges that the limited rights granted herein do not convey ownership in the Film Clip(s), and do not limit, or restrict, in any way, MGM's rights in and/or use of said Film Clip(s).

4. User will not use the name, logo or trademark of MGM or any of its affiliates for any purpose whatsoever, including, but not limited to the distribution, advertising or publicizing of the Production without MGM's prior written consent.

5. User will not use the Film Clip(s) for any purpose in connection with the advertising, publicizing and marketing of the Production without the prior written consent of MGM.

6. User shall not have the right to use the Film Clip(s) without obtaining all required individual authorizations, releases, consents, clearances and licenses (the "Releases") as may be necessary with respect to the use of the Film Clip(s) as herein contemplated, including, without limitation, the Releases set forth below:

- A. Written releases from all individuals appearing recognizably in the Film Clip(s) and from all stunt persons appearing in any stunt identifiable in the Film Clip(s) and;
- B. Written releases from any unions or guilds to the extent required under applicable collective bargaining agreements in connection with the use of the Film Clip(s).
- C. If any music is included in the Film Clip(s), (i) a master use license from the owners of such music master; and (ii) synchronization and performing licenses from the copyright proprietors of such music and such other persons, firms or associations, societies or corporations as may own or control the performing rights thereto.

User shall pay any fees and other payments required in connection with the Releases, in addition to any and all re-use or other payments which may be triggered by the use of the Film Clip(s) by User. Upon the request of MGM, User shall provide to MGM copies of all Releases.

7. Without limiting Paragraph 6. above, User hereby agrees to defend, indemnify and save and hold harmless MGM and its successors, affiliates, and related entities, and assigns and their respective officers, directors, employees and agents against all loss, risk, cost, damage, claims, liabilities and expense (including reasonable attorneys' fees) resulting directly or indirectly from or out of User's use of the Film Clip(s).

8. MGM reserves all of its rights in and to the Picture(s) and the Film Clip(s). The usage granted hereunder is expressly conditioned upon User committing no act or omission which may impair the copyright in the Film Clip(s). Without limiting the foregoing, to the extent applicable, User agrees to include in the production credits the notice as specified in Schedule A required in compliance with the requirements of the U.S. Copyright Act and the Universal Copyright Convention, comply with any applicable requirements of the Berne Convention, and any other applicable copyright laws and treaties, and take all required steps to properly register such copyright, it being understood that the copyright in the Production shall be held by the copyright proprietor of the Production, but shall not in any way affect or diminish copyrights in the Film Clip(s), which remain with MGM.

9. User represents, warrants and agrees that the Production shall not be derogatory to or critical of the entertainment industry or of MGM or any affiliate, parent or subsidiary of MGM or any officer, director, licensee, agent or employee of any of them or any other motion picture photoplay produced and/or distributed by MGM or its affiliated companies and the Film Clip(s) will not be used in a manner

which would be derogatory to or critical of the Picture(s) or to any person appearing, depicted, or involved therein or the literary or dramatic material upon which the Picture(s) are based.

10. User shall promptly provide MGM with a copy of the Production upon MGM's request, which request may be made at any time. Furthermore, MGM may rescind the grant of rights herein contained if, at MGM's sole discretion, usage does not conform to the provisions hereof.

11. Upon the completion of the use permitted herein User shall return all preprint material and positive prints of the Film Clip(s) to such location as MGM shall designate.

12. Notwithstanding the payment of costs referred to in Paragraphs 2. and 6. above, no fee shall be paid to MGM for use of the Film Clips as herein provided, subject to User granting to MGM the rights outlined in Schedule A and Schedule B hereto.

13. User hereby agrees that upon the failure of User to comply with any of the above terms and conditions, the waiver of objection given User hereunder shall automatically terminate and be deemed null and void ab initio.

14. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and it cannot be changed or terminated orally.

15. Nothing contained herein shall create any association, partnership or joint venture between User and MGM, it being understood that each party is performing its services and other obligations as an independent contractor.

16. All rights not expressly granted herein are reserved by MGM.

17. This Agreement shall be deemed to have been made in the State of California and shall be under and in accordance with the laws of the State of California and the United States. All actions or proceedings arising in connection with this Agreement shall be brought only in the state and federal courts located in the County of Los Angeles, State of California, which shall have exclusive jurisdiction over such matters.

18. Should any action be brought with respect to the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred in the prosecution and defense of that action, including reasonable attorneys' fees, whether or not suit has been filed.

Please signify User's acceptance of the above terms and conditions by signing in the space provided below.

Very truly yours,

MGM Media Licensing  
A division of MGM Home Entertainment  
Distribution Corp.

By \_\_\_\_\_

Its \_\_\_\_\_

ACCEPTED AND AGREED TO:  
The Corporation of the City of Sault Ste. Marie

By \_\_\_\_\_

Its Mayor Christian Provenzano

By: \_\_\_\_\_

City Clerk - Rachel Tyczinski

## **SCHEDULE A**

**USE:** The Corporation of the City of Sault Ste. Marie's "Sault Ste. Marie Film/Television Marketing Video"

<b><u>MATERIAL:</u></b>	<b>Property</b>	<b>Asset Type</b>	<b>Qty</b>
	VIKINGS – SEASON FOUR	Film Clip	00:00:30

**MEDIA:** All forms of Internet & Industrial

**TERRITORY:** Worldwide, non-exclusive

**TERM:** Perpetuity

**LICENSE FEE:** US\$ 0.00

### **COPYRIGHT NOTICE:**

VIKINGS SEASON 4 © 2016 TM PRODUCTIONS  
LIMITED / T5 VIKINGS IV PRODUCTIONS  
INC. AN IRELAND-CANADA CO-  
PRODUCTION. THE VIKINGS "V" LOGO © 2013  
A&E TELEVISION NETWORKS, LLC. VIKINGS IS  
A TRADEMARK OF TM PRODUCTIONS LIMITED.  
ALL RIGHTS RESERVED.

**CREDIT:** Courtesy of MGM Media Licensing

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

**BY-LAW 2020-99**

**AGREEMENT:** A by-law to authorize the execution of the Memorandum of Understanding between the City and Parks Canada Agency to work cooperatively within and consistent with their respective mandates to explore the co-creation of must-see visitor experiences featuring nationally significant people and places relevant to Sault Ste. Marie region.

**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 Memorandum of Understanding dated May 11, 2020 between the City and Parks Canada Agency, a copy of which is attached as Schedule "A" hereto. This Memorandum of Understanding is to work cooperatively within and consistent with their respective mandates to explore the co-creation of must-see visitor experiences featuring nationally significant people and places relevant to Sault Ste. Marie region.

**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 11<sup>th</sup> day of May, 2020.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Parks Canada Agency**

a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C. 1998 c. 31  
(hereinafter referred to as "Parks Canada")

**AND**

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

a municipality in the Province of Ontario  
(hereinafter referred to as "the City")

hereinafter collectively referred to as the "**Participants**" or individually as a "**Participant**"

**WHEREAS** the Participants share several commonly held goals and objectives with respect to presenting people and places designated of national historic significance;

**WHEREAS** Parks Canada is mandated to protect and present nationally significant examples of Canada's natural and cultural heritage;

**WHEREAS** the City desires to provide visitors and residents of Sault Ste. Marie the opportunity to experience the history of the community through the preservation and historic interpretation of the Ermatinger Old Stone House, F.H. Clergue Blockhouse, Heritage Discovery Centre, heritage landscape and gardens, and the artifacts related to the site;

**WHEREAS** the City operates Ermatinger-Clergue National Historic Site;

**WHEREAS** the City oversees the operation of Tourism Sault Ste. Marie, which is responsible for helping visitors plan and book their trips to the City;

**WHEREAS** Parks Canada operates the Sault Ste. Marie Canal National Historic Site and Fort St. Joseph National Historic Site;

**WHEREAS** the three national historic sites operated by the Participants are collectively referred to as "their Premises", and the Participants agree that the terms and intentions of this MOU will apply to their Premises;

**WHEREAS** through ethical and strategic partnering arrangements, Parks Canada wishes to create new and expanded opportunities for Canadians to discover and develop a strong sense of connection to their protected places through unique experiences;

**Now THEREFORE** the Participants intend to work cooperatively within and consistent with their respective mandates, to explore the co-creation of must-see visitor experiences (worthy of Provincial or National Signature Experiences) featuring nationally significant people and places relevant to the Sault Ste. Marie region.

**THIS MEMORANDUM OF UNDERSTANDING THEREFORE ESTABLISHES** that the Participants express their intentions as follows:

**1. Purpose**

- 1.1. The purpose of this Memorandum of Understanding (MOU) is to identify areas where the Participants can advance common objectives, achieve common goals, and recognize their cooperation publicly as it relates to their Premises.
- 1.2. The intent of this MOU is to develop and strengthen the Participants' relationship over time and to work together in an open and transparent as it relates to their Premises.

## **2. Areas of Mutual Interest for Cooperation**

2.1. The Participants express a desire to cooperate in the following areas of mutual interest that are within and consistent with their respective mandates and budgets:

- Public Understanding and Appreciation;
- Visitor Experience;
- Increasing Canadians' Connection with their heritage;
- Increasing Visitation; and
- Increasing Revenue.

## **3. Activities Associated with Areas of Mutual Interest**

3.1. The Participants intend to cooperate through active communication and collaborative activities that may include, but are not limited to:

- Broadening and encouraging opportunities for collaboration regarding program development. e.g. culinary experiences, anniversaries;
- Leveraging marketing opportunities and joint promotional activities; and
- Providing input on raising the profile of joint events/programs.

3.2. Any detailed arrangements required for such activities will be jointly defined and agreed upon by the Participants as necessary.

3.3. Where required, specific legal agreements will be negotiated jointly between the Participants to carry out activities associated with this MOU, which will address any issues respecting commitment of funds or other resources.

## **4. Acknowledgement of Cooperation**

4.1. Each Participant understands and concurs that they will acknowledge each other through appropriate recognition of their cooperation under this MOU in a manner that is proportional to the relative contribution of each Participant.

4.2. Any communications, products or marketing material developed, referencing the cooperation under this MOU, must comply with each Participant's policies and guidelines on the use of their official trademarks and symbols, and will be mutually agreed upon by the Participants.

4.3. Each Participant understands and concurs that any recognition in respect of cooperation or activities under this MOU will not constitute or imply endorsement of each others' products or services.

## **5. Independent Activities**

This MOU does not limit the Participants' autonomy within their respective operations, including the liberty of entering into other cooperative arrangements with other participants.

## **6. Exchange of Information**

The Participants will endeavour to exchange information in respect of the cooperation and activities under this MOU, as appropriate, in accordance with the normal protocols of the respective Participants, the *Access to Information Act*, the *Privacy Act*, and the *Municipal Freedom of Information and Protection of Privacy Act*. Specific legal agreements, concerning exchange of information protected by intellectual property will be entered into, in accordance with sub-clause 3.3 above, by the Participants at the initiation of any joint activities that might involve the exchange of information protected by intellectual property.

## **7. Financial Considerations**

7.1. Each Participant understands and concurs that there is no financial obligation to either Participant as a result of entering into this MOU.

7.2. Each Participant will be responsible for its own financial costs related to the support of this MOU.

## **8. Employees and Volunteers**

8.1. Each Participant understands and concurs that either of them may, from time to time, with mutual notice and consent, have employees and/or volunteers of the other

Participant visit or work upon its premises, subject to internal security policies and procedures of each Participant.

- 8.2. In such cases, each Participant understands and concurs that such employees and/or volunteers will remain employees of their employer who will remain responsible for those employees and/or volunteers and their health and safety, (subject to the Canada Labour Code, should the visitors work upon Parks Canada premises), for paying their salary, wages and other benefits, as well as for making such deductions and remittances from salary, wages and any other kind of pay as required at law.

## **9. Terms**

- 9.1. This MOU will come into effect upon the date of the last signature and will remain in effect for a period of three (3) years from this effective date and may be renewed for a further term or terms by mutual agreement. Prior to the end of the term of this MOU, at a mutually agreed-upon timeframe, the Participants will conduct a joint evaluation to inform future direction of the cooperation.
- 9.2. The Participants will meet annually to review this MOU and to ensure that their respective and combined needs and longer-term goals are being met. The time, place and format of the meeting, whether in person or by teleconference, will be mutually agreed upon by the Participants.
- 9.3. This MOU may be amended in writing at any time with the mutual consent of the Participants.
- 9.4. Either Participant may withdraw from the MOU at any time, upon presentation of ninety (90) days prior written notice.

## **10. Resolution of Disagreements**

Any disagreement regarding the application or interpretation of this MOU will be resolved by consultation between the Participants, and will not be referred to a third party for settlement.

## **11. Language**

It is upon the express wish and concurrence of the Participants that this MOU is written in the English language. *Cette entente est rédigée en langue anglaise selon la volonté et l'entente expresse des Participants.*

## **12. Legal Disclaimer**

- 12.1. This MOU is not a contract and does not create any legally binding obligations between the Participants, but represents their desire to cooperate, collaborate and to exchange information and knowledge for the common good.
- 12.2. The Participants acknowledge that this MOU does not constitute an association for the purpose of establishing a legal partnership or joint venture and does not create an agency relationship between Parks Canada and the City and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

### **13. Notice/Contact Information**

#### **FOR: Parks Canada**

**Name:** Elia Marini  
**Title:** Visitor Experience Product Development Officer  
**Address:** Sault Ste. Marie Canal NHS  
1 Canal Drive  
Sault Ste. Marie ON P6A 6W4  
**Phone:** 705-941-3078  
**E-mail:** elia.marini@canada.ca

#### **FOR: The City**

**Name:** Kathy Fisher  
**Title:** Curator  
**Address:** Ermatinger-Clergue NHS  
PO Box 580  
Sault Ste. Marie ON P6A 5N1  
**Phone:** 705-759-5443  
**E-mail:** k.fisher@cityssm.on.ca

**Name:** Jennifer King-Callon  
**Title:** Manager  
**Address:** Tourism Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie ON P6A 5X6  
**Phone:** 705-759-5448  
**E-mail:** j.kingcallon@cityssm.on.ca

The Participants have executed this Memorandum of Understanding as attested by the signatures of their duly authorized representatives for such purposes.

<b>FOR Parks Canada</b>		<b>FOR the City</b>	
<u>X</u>		<u>X</u>	
<i>Name:</i>	Sharon Hayes	<i>Name:</i>	Christian Provenzano
<i>Title:</i>	Field Unit Superintendent	<i>Title:</i>	Mayor
<i>Date:</i>	Date of signature	<i>Date:</i>	Date of signature
<i>Location:</i>	Thunder Bay, Ontario	<i>Location:</i>	Sault Ste. Marie, Ontario
		<u>X</u>	
		<i>Name:</i>	Rachel Tyczinski
		<i>Title:</i>	City Clerk
		<i>Date:</i>	Date of signature
		<i>Location:</i>	Sault Ste. Marie, Ontario

## **Appendix A: Agreement to use Names, Logos and Trademarks (Marks)**

Parks Canada hereby grants the City permission to use the attached Parks Canada logo for collaborative initiatives. The use of the logo is limited to this particular partnering MOU, from May 15, 2020 to May 15, 2023, and may not be shared with any other party at any time. Parks Canada reserves the right to review and approve the final design layout where the official logo will appear.

**Please note:** This is not a blanket approval for official logo use. Each use of the logo design layout must be reviewed and approved by Parks Canada.

Parks Canada's official Marks are trademark protected. Unauthorized modification in any form is strictly prohibited.

The Collaboration logo for Parks Canada is:



Authorization to use the City's corporate brands is restricted to the purposes of collaborative initiatives within this MOU from May 15, 2020 to May 15, 2023, and may not be shared with any party at any time. Reproduction without expressed permission is prohibited. Visual identifiers used in a manner that damages the integrity of the City shall result in immediate revocation of any permission granted. The Corporation of the City of Sault Ste. Marie reserves the right to review and approve the final design layout where the official logo will appear.

The logo for the City is:



The Logo for the Ermatinger Clergue National Historic Site is:



Note: Only one logo should be used to represent the City on any collaborative product generated through this MOU.

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

**BY-LAW 2020-101**

**PROPERTY ACQUISITION:** (PR1.117) A by-law to authorize the acquisition of property currently owned by Canadian National Railway Company that is needed on the Bay Street reconstruction project.

**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 11<sup>th</sup> day of May, 2020.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

SCHEDULE "A"

PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: Canadian National Railway Company

ADDRESS: Bay Street

LEGAL DESCRIPTION: PCL 12181 SEC AWS; PT UNIT 1 PL D35 ST. MARY'S; PT UNIT 2 PL D35 ST. MARY'S PT48A, 49, 49A, 50A, 1R1806 PIN 31540-0066;  
SAULT STE. MARIE

CONSIDERATION: \$20,000 Dollars (subject to usual adjustments)



**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
**BY-LAW 2020-102**

**AGREEMENT:** (E2.2) A by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the reconstruction of Farwell Terrace Aqueduct Repairs (Contract 2020-3E).

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated the 11<sup>th</sup> day of May, 2020 between the City and Avery Construction Limited, a copy of which is attached as Schedule "A" hereto. This Contract is for the reconstruction of Farwell Terrace Aqueduct Repairs (Contract 2020-3E).

**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 11<sup>th</sup> day of May, 2020.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

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

**CONTRACT 2020-3E**

**FORM OF AGREEMENT**

This Agreement made (in triplicate) this **11th** day of **May** in the year **2020** by and between  
**Avery Construction Limited** hereinafter called the "Contractor"

AND

**The Municipal 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:

**FAREWELL TERRACE – 2020 AQUEDUCT REPAIR**  
**CONTRACT 2020-3E**

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 Owner.

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 Owner 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 Owner 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 Owner, 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 Client, 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 Client 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 Owner 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 2020-103**

**TEMPORARY STREET CLOSING:** (S4.1) A by-law to permit the temporary closing of Farwell Terrace between Wallace Terrace and Devon Road from May 15, 2020 until October 31, 2020.

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

**1. TEMPORARY STREET CLOSING OF FARWELL TERRACE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Farwell Terrace between Wallace Terrace and Devon Road from May 15, 2020 until October 31, 2020.

**2. EFFECTIVE DATE**

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

**PASSED** in open Council this 11<sup>th</sup> day of May, 2020.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK - MALCOLM WHITE**

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

**BY-LAW 2020-104**

**AGREEMENT:** (E2.3) A by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. to provide professional services for the 2020 biennial bridge and aqueduct inspections for the fee of \$68,210 plus HST.

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

**1. EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated May 11, 2020 between the City and TULLOCH Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to provide professional services for the 2020 biennial bridge and aqueduct inspections for the fee of \$68,210 plus HST.

**2. SCHEDULE "A"**

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

**3. EFFECTIVE DATE**

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

**PASSED** in open Council this 11<sup>th</sup> day of May, 2020.

---

**MAYOR - CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

Consulting Engineers of Ontario (CEO)  
in partnership with the  
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT

FOR

*PROFESSIONAL CONSULTING SERVICES*

2019  
(VERSION 3.0)

## **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 .....	17
ARTICLE 5 – SCHEDULES .....	18

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**Dated the 11th day of May, 2020**

**-BETWEEN-**

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

Hereinafter called the 'Client'

**-AND-**

**TULLOCH Engineering Inc.**

Hereinafter called the 'Engineer'

WHEREAS the Client intends to:

Obtain Consulting Engineering Services in connection with the biennial inspection of bridges and culverts with spans greater than 3m, aqueducts, grandstands, high-mast lights, retaining walls and sign structures within the municipal boundary of Sault Ste. Marie.

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

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

## **DEFINITIONS**

### **1. Client**

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

### **2. Engineer**

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

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

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

### **4. Consulting Engineers of Ontario (CEO)**

CEO shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

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

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

## ARTICLE 1 - GENERAL CONDITIONS

### 1.1 Retainer

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

### 1.2 Compensation

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

### 1.3 Staff and Methods

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

### 1.4 Drawings and Documents

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

### 1.5 Intellectual Property

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

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

### 1.6 Records and Audit

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

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

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

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

#### **1.8 Delays**

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

#### **1.9 Suspension or Termination**

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

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

#### **1.10 Indemnification**

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

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

#### **1.11 Insurance**

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

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability and \$2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000.00 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

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

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

#### **1.12 Force Majeure**

The Client agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

#### **1.13 Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

#### **1.14 Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

#### **1.15 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

#### **1.16 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

#### **1.17 Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of 5% of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

#### **1.18 Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

#### **1.19 Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

#### **1.20 Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him/her, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

#### **1.21 Dispute Resolution**

- 1) Negotiation
  - a) In the event a matter of difference between the Engineer and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
  - b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the *Arbitration Act, 1991, S.O. 1991, C. 17*.
  - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991, S.O. 1991, C.17*, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
  - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
  - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46(setting aside award) of the *Arbitration Act, 1991*.
  - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.
- 4) Adjudication
- Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30*.
  - Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

## **1.22 Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

## **1.23 Estimates, Schedules and Staff List**

### **1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- An estimate of the total fees to be paid for the Services.
- A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- 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:

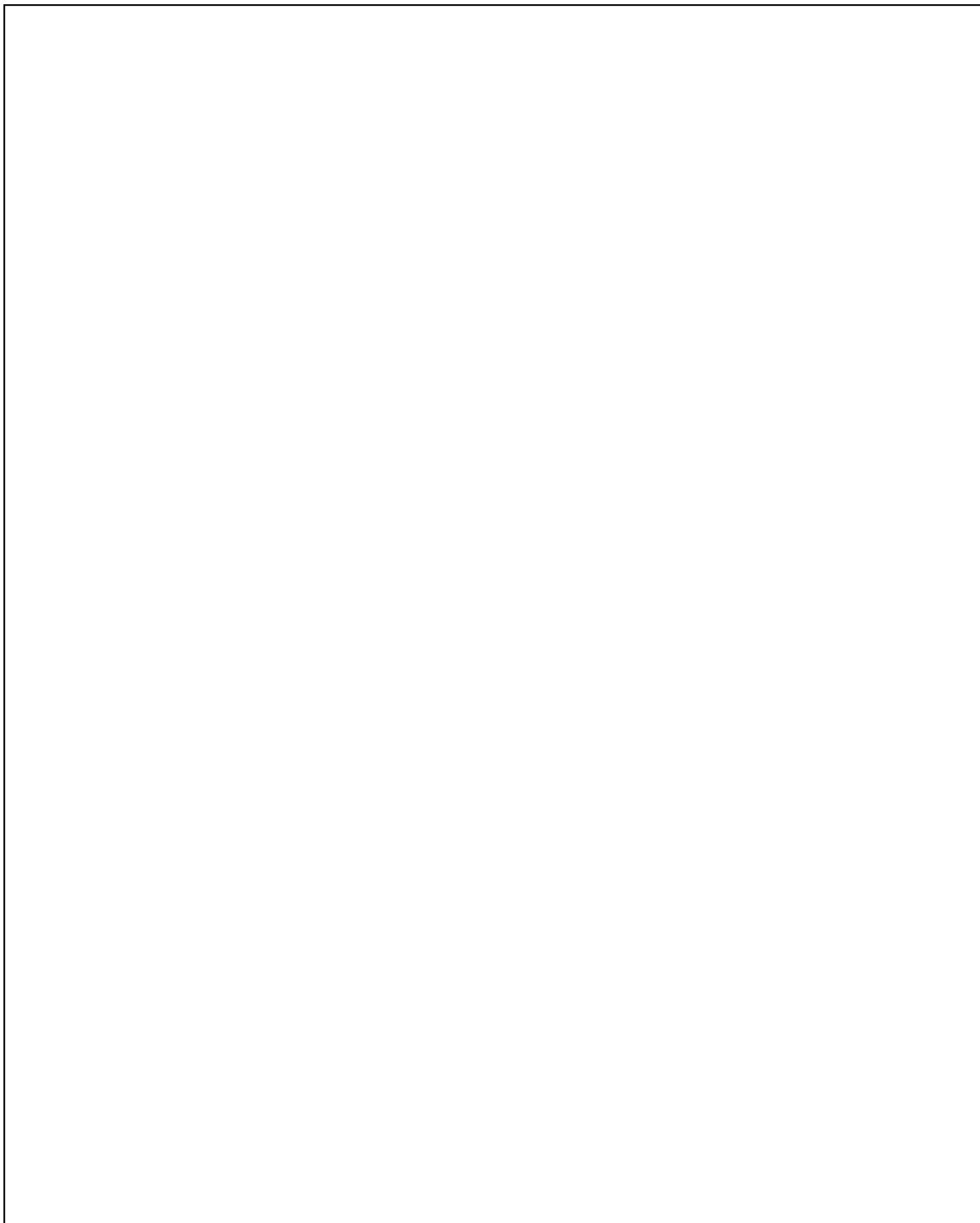
- Any increase in the estimated fees beyond those approved under Subsection 1.23.1(a).
- Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

### **1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

#### **1.24 Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.



## ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Services to be provided by Engineer as detailed in the RFP, as provided for in the Engineer's Proposal and such work shall include the following;

- i. The Engineer agrees to provide the following services in accordance with Section 1 of Ontario Structural Inspection Manual published by the Ontario Ministry of Transportation and the Highway Bridge Design Code, S6-14. The scope of work includes:
  - a. Inspect Municipal Vehicular Bridge and Water Crossing Structures over 3m in clear span
  - b. Inspect 11 pedestrian Bridges (includes 2 new structures in the Fort Creek area)
  - c. Prepare Ontario Structure Inspection Manual format reports for each individual Bridge
  - d. Prepare 5 and 10 year Capital Maintenance Program forecasting
  - e. Inspect 34 Overhead Sign Structures (includes Rotary Pillars and arch on Russ Ramsey Way)
  - f. Prepare reports for each individual Overhead Sign Structure
  - g. Inspect North Street Ball Field, Strathclair Sports Complex and John Rhodes Community Center High-mast Lighting Structures
  - h. Prepare report for High-mast Lighting Structures
  - i. Inspect two (2) retaining wall structures and provide a condition report
  - j. Inspect and provide a condition report on the defined aqueducts
- ii. For the purposes of this project, structural inspections include four phases: structure file review, inspection of the structure in the field, completion of the reports, and communication of the findings. Each of these phases shall be completed for successful completion of the project.
- iii. The Engineer shall review the existing structure inspection files, and become familiar with the documentation on the structures and the respective load analysis for each.
- iv. The Engineer team will visit each bridge/structure site and perform an inspection according to the Ontario Structural Inspection Manual (OSIM) for a "Routine" inspection. This shall be completed with a visual 'arm's length' inspection.
- v. The Engineer shall observe all of the structure components and record their findings on the appropriate OSIM inspection report for bridges or other method as deemed appropriate for other structures.
- vi. The Engineer shall render a professional judgment as to the need for structural analysis or load rating of the given structure. It may also be necessary to recommend temporary load restrictions and/or changes to the inspection frequency. If there is an area of concern that requires it or if a condition exists on a structural component that warrants further investigation in accordance with the OSIM guidelines to determine if the capacity of the element in question is capable of safely carrying the intended loads, the Engineer shall inform the City as soon as the condition is noted in addition to recording the requirement on the inspection form.
- vii. All documents created by the inspections shall be assembled in both hardcopy format and electronic .pdf file format and presented under cover of a letter stating that the inspections have been performed in accordance with these scope of services, and that all appropriate procedures and guidelines have been followed. This letter will also have the professional registration seal of the Reviewing Professional Engineer licensed in the Province of Ontario.

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

The Client shall provide the Consultant with:

- i. The Client shall provide the consultant all relevant details regarding existing conditions including but not limited to site services, geotechnical information, hydraulic information etc. Dependent on the information available, the Engineer may require additional studies. The Engineer shall inform and obtain approval from the Client prior to proceeding with the additional studies. If such studies by the Engineer necessitate additional staff or services, the Engineer shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section

3.2.4. In the event that the Client delays the project, the consultant shall have the right to renegotiate the agreement and comply with the terms of Section 1.08.

- ii. Provide Traffic Control as requested including labourers.
- iii. Provide City 'lift' truck and operator as requested.
- iv. Provide aerial lift equipment and operator as requested.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses (1) to (4) hereof, inclusive, as being accurate, in the performance of the Consultant's services under 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/she is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

#### b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### 3.2 **Basis of Payment for this agreement** Fees Calculated on Time Basis

#### 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**

<b>TYPE OF SERVICE</b>	<b>PERCENTAGE</b>

### **3.2.2 Fees Calculated on a Time Basis**

#### **a) Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as detailed in the Engineer's proposal.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

#### **b) Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

### **3.2.3 Upset Cost Limit**

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$68,210.00 plus, applicable taxes made up as follows:
  - (i) \$68,210.00 plus, applicable taxes for Core Services as described in Schedule A; and,
  - (ii) \$0 plus, applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Engineer must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

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

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

### **3.2.5 Lump Sum Basis**

- a) ~~Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.~~
- b) ~~Monthly progress invoices will be based on the percentage of project completed or~~

- ~~milestone achieved as detailed in the RFP.~~
- c) ~~If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.~~

### **3.3 Payment**

#### **3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

#### **3.3.2 Fees Calculated on a Percentage of Cost Basis**

##### **a) Monthly Payment**

~~The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.~~

##### **b) On Award of Contract**

~~Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.~~

##### **c) Delay of Award of Contract**

~~In the event the contract for construction of the Project is not awarded within \_\_\_\_\_ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.~~

~~Further services for the Project beyond the \_\_\_\_\_ months will be undertaken on a time basis.~~

##### **d) On Completion of the Work**

~~Following Completion of the Work, the Engineer shall recalculate his/her fee on the basis of the actual Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.~~

### **3.3.3 Lump Sum**

Based on a milestone basis as per the Engineer's proposal.

### **3.3.4 Invoices Generally**

#### a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied , and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

#### b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the Construction Act.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

### **3.3.5 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed.

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

All fees and charges will be payable in Canadian funds unless noted otherwise.

Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of 12% per annum.

## ARTICLE 4 – FORM OF AGREEMENT

**ENGINEER: TULLOCH Engineering Inc.**

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

**This 11<sup>th</sup> Day of May, 2020**

Signature		Signature	
Name	Larry Jackson	Name	John McDonald
Title	General Manager of Engineering	Title	Project Manager

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

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

**This 11<sup>th</sup> Day of May, 2020**

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

## ARTICLE 5 – SCHEDULES

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

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

The following schedules form part of:

Schedule A: Supplementary Conditions – attached OR not used

Schedule B: Addenda – attached OR not used

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

Schedule D: Proposal from engineer – attached OR not used

Schedule E: Other

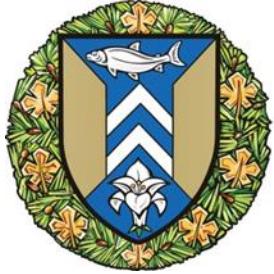
Attached
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

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

## **SCHEDULE C**

---

### **SCOPE OF SERVICES – RFP**



**The Corporation of the City of Sault Ste. Marie**  
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca) | 705.759.2500 | [info@cityssm.on.ca](mailto:info@cityssm.on.ca)

## **REQUEST FOR PROPOSAL**

CITY OF SAULT STE. MARIE

2020 BIENNIAL BRIDGE AND AQUEDUCT INSPECTIONS  
CONSULTING ENGINEERING SERVICES

March 3, 2020

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

1.0 INFORMATION TO PROPONENTS .....	3
<b>1.1 INTRODUCTION .....</b>	<b>3</b>
<b>1.2 DATE AND PLACE FOR RECEIVING PROPOSALS.....</b>	<b>3</b>
<b>1.3 ERRORS, OMISSIONS, CLARIFICATIONS .....</b>	<b>4</b>
<b>1.4 WITHDRAWAL OF PROPOSAL.....</b>	<b>4</b>
<b>1.5 INFORMAL PROPOSALS .....</b>	<b>4</b>
<b>1.6 PROPOSAL EVALUATION.....</b>	<b>4</b>
<b>1.7 CONDITIONS AND REQUIREMENTS OF WORK.....</b>	<b>5</b>
<b>1.8 PROPOSAL LEFT OPEN.....</b>	<b>6</b>
<b>1.9 SCHEDULE .....</b>	<b>6</b>
<b>1.10 INCURRED COSTS.....</b>	<b>6</b>
<b>1.11 ALTERATIONS TO DOCUMENTS .....</b>	<b>6</b>
<b>1.12 CONFIDENTIALITY.....</b>	<b>6</b>
<b>1.13 MUNICIPAL FREEDOM OF INFORMATION &amp; PROTECTION OF         PRIVACY ACT.....</b>	<b>7</b>
<b>1.14 INDEMNIFICATION.....</b>	<b>7</b>
2.0 TERMS OF REFERENCE .....	7
<b>2.1 BACKGROUND.....</b>	<b>7</b>
<b>2.2 SCOPE .....</b>	<b>8</b>

## **1.0 INFORMATION TO PROPONENTS**

### **1.1 INTRODUCTION**

The intent of this Request for Proposal is to solicit the services of an established consulting engineering firm with the experience and technical abilities to provide consulting engineering services for the City of Sault Ste. Marie, in relation to the 2020 Biennial Bridge Inspection. Inspection and reports are required for vehicular bridges, pedestrian bridges, overhead signs, retaining walls, bleachers and high mast light poles at sports fields. The inspection and report of select aqueduct structures is also included.

The scope of the project generally includes field inspection, report preparation in accordance with Ontario Structural Inspection Manual (OSIM), recommendations for two years of maintenance priorities and a ten-year capital forecast for asset management. Other items as may be reasonably assumed to form part of the scope of work shall be included.

### **1.2 DATE AND PLACE FOR RECEIVING PROPOSALS**

All proposals must be sealed, clearly marked as to the contents, and delivered to:

**The City of Sault Ste. Marie  
Engineering Division  
99 Foster Drive – 5<sup>th</sup> Floor  
Sault Ste. Marie, Ontario, P6A 5X6**

**RE: 2020 BIENNIAL BRIDGE AND AQUEDUCT INSPECTIONS  
CONSULTING ENGINEERING SERVICES**

By the following date and time:

**Date: March 31, 2020  
Time: 11:00 a.m. local time**

Proposals received later than the date and time specified will not be accepted.

The contact person for this RFP will be:

Maggie McAuley, P. Eng.  
Municipal Services Engineer  
[m.mcrauley@cityssm.on.ca](mailto:m.mcrauley@cityssm.on.ca) or (705) 759-5385

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

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. The proposal shall confirm receipt of any addendums issued. In the process of responding to this RFP, the proponent should not utilize any information obtained outside this protocol.

### **1.3 ERRORS, OMISSIONS, CLARIFICATIONS**

Any questions concerning the requirements or intent of this Request for Proposal, or identification of any errors or omissions, should be addressed to Maggie McAuley, telephone 705-759-5385, e-mail [m.mcrauley@cityssm.on.ca](mailto:m.mcrauley@cityssm.on.ca). Proposals must be limited to ten (10) pages, single sided including appendices.

### **1.4 WITHDRAWAL 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 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.

### **1.6 PROPOSAL EVALUATION**

The successful consultant will be selected based on evaluation of the proposal utilizing a rating system that 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 the structural and bridge inspection field including qualification and experience of the Project Manager, senior engineers and key members of the project team, with the estimated number of days that each will be committed to the project ; **(35 points)**
- 2) Relevant past experience on similar projects with particular reference to structural inspections and OSIM documentation; **(30 points)**
- 3) A detailed schedule recognizing critical deliverables and timelines; **(10 points)**

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

- 4) A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall be limited by a fee estimate that the consultant will include in its proposal. 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; **(25 points)** and
- 5) 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, in addition to confirmation of receipt of specified addendums where applicable.

The above list of criteria represents areas that are to be specifically addressed in the proposal. Four (4) copies of the complete proposal submission must be received. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

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 or all Proposals. The City of Sault Ste. Marie will not necessarily select the proposal with the lowest price or any other proposal.

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.

## **1.7 CONDITIONS AND REQUIREMENTS OF WORK**

Proponents are required to submit proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, or by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent and any Subcontractor (if applicable) is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of 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 can be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to [a.iacoe@cityssm.on.ca](mailto:a.iacoe@cityssm.on.ca).

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

Responsibility for compliance with this requirement by any Subcontractor is the responsibility of the successful Proponent.

### **1.8 PROPOSAL LEFT OPEN**

The Proponent shall keep their proposal open for acceptance for sixty (60) days after the closing date.

### **1.9 SCHEDULE**

(A) Release of RFP:	March 3, 2020
(B) Submission of Proposal:	March 31, 2020
(C) Recommendation to Council	April 27, 2020
(D) Signing of Agreement:	May 2020
(E) Commencement of Services:	May 2020
(F) Completion:	September 2020

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.

### **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.

### **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**

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.

### **1.13 MUNICIPAL FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT**

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the Act.

### **1.14 INDEMNIFICATION**

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, loss, cost and damages by reason of or arising out of improper field inspection practices in connection with this Agreement by the Proponent, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

## **2.0 TERMS OF REFERENCE**

### **2.1 BACKGROUND**

The City of Sault Ste. Marie owns 36 vehicular bridges, 11 pedestrian bridges, 29 overhead signs, two (2) grand stands, two (2) retaining walls and 31 high mast light poles at three (3) sports fields. Further, the City of Sault Ste. Marie owns multiple aqueducts along four drainage systems. Biennial structural inspections and OSIM reports are mandated by the Province for bridges and the City undertake periodic inspection of the structures.

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

Previous reports are available for viewing at the Engineering Division, 5<sup>th</sup> Floor, City Hall, 99 Foster Drive, Sault Ste. Marie, ON.

## **2.2 SCOPE**

The following forms the scope of work:

1. Complete field inspections of all structures. All health and safety, confined space requirements and traffic control requirements are the Consultant's responsibility;
2. Provide OSIM inspection reports for all structures, including a digital copy of the excel database;
3. Provide a maintenance summary list for all maintenance work required during the two year period before the next biennial inspections;
4. Provide a 10-year capital forecast with cost estimates for major capital work for the City's asset management planning.

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

The list of structures to be inspected are as follows:

Municipal Bridge No. & Tab	Year Constructed	Details
1	1959	Great Northern Road, 0.6 km north of Fourth Line, over Root River. Concrete rigid frame structure.
2	1962	Great Northern Road, 1.3 km north of Fourth Line, at ACR. Steel Girder, 4.6m height restriction.
3	1968	Fifth Line, 0.2 km west of Great Northern Road, over Root River. Concrete rigid frame structure.
4	1960	Great Northern Road at Schultz Road, over Root River. Concrete rigid frame structure.
5	2000	Sixth Line, 0.2 km east of Great Northern Road, over Root River. Arch culvert.
7	1950	Old Garden River Road, 0.2 km west of Landslide Road, over Root River. Concrete rigid frame (widened 1964).
8	1973	Fourth Line, 1.0 km east of Great Northern Road, over Root River. Steel girder.
9	2009	Old Goulais Bay Road, 1.1 km north of Fifth Line. Concrete.
10	1950's	Allen's Side Road, 0.8 km north of Third Line, over West Davignon Creek. Concrete, box culverts.
11	1960	Second Line (Highway 550), 0.6 km east of Town Line Road, over Little Carp River. Concrete, box culvert.
12	1920's	Town Line Road, 0.8 km south of Second Line, over Little Carp River. Concrete.
13	1920's	Town Line Road, 1.3 km south of Second Line, over Little Carp River. Concrete.
14	1916	Base Line, 0.6 km west of Town Line Road, over Big Carp River. Concrete (temporary steel deck 2007).

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

15	1916	Base Line, 0.8 km west of Town Line Road, over Big Carp River (west). Concrete (temporary steel deck 2007).
16	1920's	Base Line, 0.5 km east of Town Line Road, over Little Carp River. Concrete (widened 1962).
17	2009	Carpin Beach Road, 1.3 km south of Base Line, over Little Carp River. Concrete.
18	1963	Herkimer Road, 0.5 km west of Carpin Beach Road, over Big Carp River. Timber structure.
19	2010	Town Line Road, 0.5 km south of Base Line, over Big Carp River. Steel I beam with concrete deck.
20	1990	Allen's Side Road, 0.3 km north of Wallace Terrace, over Bennett Creek. Concrete box culvert.
21	1960	Second Line (Highway 550), 0.3 km west of Allen's Side Road, over Bennett Creek. Concrete box culvert.
22	1960	Second Line (Highway 550), 0.6 km east of Allen's Side Road, over West Davignon Creek. Concrete box culvert.
23	1995	Whitney Avenue, 0.1 km south of Second Line, over West Davignon Creek. Corrugated steel culvert.
27	2009	Sussex Road, 0.1 km west of Farwell Terrace, over East Davignon Creek. Ridged steel frame.
28	1970	Second Line (Highway 550), 0.1 km west of Farwell Terrace, over East Davignon Creek. Concrete box.
30	1958	Wellington Street West, just west of Hudson Street, at ACR. Steel girder, 4.3m height restriction.
31	2009	Old Goulais Bay Road, 1.4 km north of Fifth Line. Concrete.
32	1977	Base Line, 0.5 km west of Allen's Side Road over West Davignon, Bennett Creek diversion. Precast girders.

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

33	1977	Allen's Side Road, 0.1 km south of Wallace Terrace over West Davignon, Bennett Creek diversion. Precast concrete.
34	1977	Wallace Terrace, 0.3 km east of Allen's Side Road over West Davignon, Bennett Creek diversion. Precast concrete.
35	1978	Second Line (Highway 550), 0.3 km east of Allen's Side Road, over West Davignon Creek diversion. Concrete box culvert.
36	1979	Rossmore Road, 0.3 km west of Farwell Terrace, over East Davignon Creek. Concrete box culvert.
37	2001	Bay Street extension between Huron Street and St. Andrew's Terrace. Concrete bridge deck over Fort Creek.
38	1998	Great Northern Road, 1.2 km north of Third Line. Arch culvert.
39	2009	Third Line culvert, west of Maki Road, over the Bennett Creek.
40	1986	CSP Arch Culvert east of Case Road, over Crystal Creek.
*41	1950s	CSAP Arch Culvert on Case Road, 0.3 km north of Old Garden River Road

\* indicates that bridge is new to the inspection list

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

Pedestrian Bridge No.	Year Constructed	Details
P1	2013	Drake Street pedestrian bridge, between Drake Street and Gravelle Street. Steel girder with wooden deck.
P2	2010	South Eden Street pedestrian bridge, north end of South Eden Street. Steel beam and wood deck.
P3	2013	Roosevelt Avenue pedestrian bridge, between Asquith Street and Wallace Terrace. Steel beam and wood deck.
P4A	2008	Pedestrian bridge at Spadina Avenue and Wallace Terrace (south of Wallace Terrace). Steel beam and wood.
P4B	2004	Spadina Avenue pedestrian bridge, north of Asquith Street. Steel beam and wood deck.
P5	2007	Dryden Avenue pedestrian bridge, corner of Dryden Avenue and East Balfour Street. Steel beam and wood.
P6	1986	Waterfront boardwalk pedestrian bridge, waterfront boardwalk at Fort Creek. Through arch truss.
P7	N/A	Rowell Avenue pedestrian bridge. Wood beam and deck.
P8	2011	Fort Creek Hub Trail – South Bridge, approximately 625m south of Third Line. Modular Bailey.
P9	2011	Fort Creek Hub Trail – North Bridge, approximately 300m south of Third Line. Modular Bailey.
P10	1990's	Fort Creek Hub Trail – Continental Bridge, approximately 900m south of Third Line. Through steel truss.

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

<b>Overhead Sign No.</b>	<b>Details</b>
10	Bay Street, 158m east of East Street. Full width structure. Monotube galvanized steel.
30	Black Road, 134m north of Black Road. Mast arm.
40	Huron Street at Queen Street. Double mast arm.
45	Carmens Way, 37m north of John Street. Box design, galvanized metal.
50	Russ Ramsey Way, 50m south of Bay Street.
60	Great Northern Road, 137m north of Fourth Line. Monotube, centre land turn arrows, full width structure.
70	Great Northern Road, 47m north of McNabb Street. Monotube galvanized steel.
80	Great Northern Road, 103m north of Second Line. Full width, new aluminum box.
90	Great Northern Road, 88m south of Second Line. Monotube, full width.
95	Highway 17 North overpass, 1.0 km north of Wigle Street. Signs are attached to ACR Railroad Overpass.
100	Huron Street, 61.3m north of Queen Street (east side).
110	Huron Street, west side at Bridge Plaza, 45m south of Albert Street (west side). Cantilever structure.
115	International Bridge over Queen Street, 397m west of Huron street. Vehicular bridge.
116	International Bridge over George Street, 26m south of Queen Street. Vehicular bridge.
140	Pim Street, 111m north of Wellington Street. Two arms, cantilever structure on island. Overhangs Church and Pim Street.

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

- 150 Pim Street, 60m north of Wellington Street. Full width monotube.
- 160 Queen Street, 83m west of Church Street. Full width monotube.
- 175 Second Line East, 460m east of Carmen's Way (north side). Cantilever structure.
- 176 Second Line, 174m west of Carmen's Way. Full box, galvanized steel, full width.
- 190 Second Line, 184m east of Great Northern Road. Monotube, full width, galvanized steel.
- 200 Second Line, 170m west of Great Northern Road. Aluminum box, full width.
- 210 St. George's Avenue, 14m west of Chestnut Street. Sign mast arm.
- 220 Trunk Road at eastern City limit. MTO aluminum triangle, full width.
- 230 Trunk Road, 217m east of Black Road. Aluminum box, full width.
- 240 Trunk Road, 148m east of Boundary Road. Monotube, full width galvanized steel.
- 245 Underpass at Wellington Street West, 115m west of Carmen's Way. WB is approaching eastern face.
- 250 Wellington Street, 5m west of Francis Street. Full width.
- 260 Wellington Street, 12m west of Pilgrim Street. Double mast arm.
- Rotary Arch on Russ Ramsay Way.

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

<b>High Mast Lighting</b>	<b>Details</b>
Strathclair	15 overhead lights - servicing two (2) soccer fields north west of canteen/washroom facility building and one (1) baseball field north of canteen/washroom facility.
North Street	8 overhead lights - servicing the baseball field at North Street and York Street.
John Rhodes	8 overhead lights – servicing the football field and track at the John Rhodes Community Centre.

**Grand Stands and  
Bleachers**

Bleachers at Rocky DiPietro football field at the John Rhodes Community Centre

Bleachers at Elliott Sport Complex on Rossmore Road

**Retaining Wall**

North side of MacDonald Avenue near civic address 614

South side of McNabb Street near civic address 753

REQUEST FOR PROPOSAL  
City of Sault Ste. Marie  
2020 Biennial Bridge Inspections

---

## Aqueduct Structures

		Approximate Length
<b>Central Creek Aqueducts</b>		
Large Aqueduct		
	From East Davignon Creek (south of Bonney) to Douglas Street	840 m
	East Balfour Street crossing	70m
	Second Line crossing	35m
Small Aqueduct		
	From East Davignon Creek (south of Bonney) to NW of Wallace Terrace	750m
<b>Fort Creek Aqueducts</b>		
	Wellington/Carmen crossing to open channel	240m
	Conmee crossing	18m
	White Oak Drive crossing	45m
	Second Line crossing	50m
<b>Clark Creek Aqueduct</b>		
	Easement from north side of Queen Street to outlet at St. Mary's River	190m
<b>Farwell Terrace Aqueducts</b>		
Large aqueduct (east)		
	Farwell Terrace from Lyons Ave to McLean Court	650m
Small aqueduct (west)		
	Farwell Terrace from Lyon's Ave to McLean Court	650m

## **SCHEDULE D**

---

### **TULLOCH ENGINEERING INC. PROPOSAL**

March 30, 2020  
20-0001

The City of Sault Ste. Marie  
Engineering Division  
99 Foster Drive – 5<sup>th</sup> Floor  
Sault Ste. Marie, Ontario  
P6A 5X6

**Attn: Maggie McAuley, P.Eng.  
Municipal Services Engineer**

**Re: 2020 Biennial Bridge and Aqueduct Inspections  
Consulting Engineering Services**

Dear Madam:

TULLOCH Engineering is pleased to submit the enclosed proposal for the above noted project. We have assembled a highly qualified and motivated team possessing significant experience with the inspection and evaluation of bridges and municipal structures. We have extensive experience with the City of Sault Ste. Marie structures associated with this RFP having completed biennial inspections on these structures since 2006. We have fully read and understand the scope of work, have thoroughly reviewed the relevant background studies, and other associated conditions and requirements of the work.

We thank you in advance for your consideration. We trust the information presented within adheres to the terms and requirements outlined in the Request for Proposal document. Should you require elaboration or clarification with respect to the information presented, please feel free to contact the undersigned at your convenience.

Respectfully Submitted,  
**TULLOCH Engineering Inc.**



John McDonald, P.Eng.  
Project Manager



Larry Jackson, P.Eng.  
General Manager of Engineering  
*I have the authority to bind the corporation  
to the contents of the Proposal including  
pricing.*

RD/jm

Encl: (4 copies)  
cc. File



## THE CITY OF SAULT STE. MARIE

### 2020 BIENNIAL BRIDGE & AQUEDUCT INSPECTIONS

Proposal # 20-0001  
March 2020

#### PROPOSAL FOR CONSULTING ENGINEERING SERVICES



## TABLE OF CONTENTS

1.	Introduction	2
1.1	Background and Scope of Work	2
1.2	Key Considerations	2
2.	Consultant Team	3
2.1	TULLOCH Corporate Overview	3
2.2	Key Staff	4
2.3	Staff Bio's	4
2.4	Relevant Past Project Experience	5
3.	Work Program	5
3.1	Field Inspections	6
3.2	Recommendations, Cost Estimates and Inspection Reports	6
3.3	Final Deliverables	7
4.	Schedule	7
4.1	Field Inspections	7
4.2	Data Entry, Report Preparation & Recommendations	8
5.	Fee Estimate	8
6.	Conclusion	8

## 1. INTRODUCTION

### 1.1 Background and Scope of Work

The City of Sault Ste. Marie is seeking a qualified Professional Engineering Consultant to provide engineering services in relation to the 2020 Biennial Bridge Inspections located in Sault Ste. Marie, Ontario.

The importance of biennial inspections is to identify and monitor known defects or deterioration that have developed in a structure and allow time to plan, budget and schedule rehabilitation or repair works to prolong the useful service life of the structure. Bridge inspections are completed every 2nd calendar year as stipulated in Ontario Regulation 104/97 "Standards for Bridges". The City of Sault Ste. Marie as part of their asset management and maintenance planning completes inspections on bridges, high mast lighting, overhead signs, select retaining walls and grandstands on a biennial schedule. TULLOCH Engineering (TULLOCH) staff has completed these inspections on behalf of the City from 2006-2016.

The structures requiring inspections as part of this assignment consist of thirty-six (36) vehicular bridges, eleven (11) pedestrian bridges, twenty-nine (29) overhead signs, two (2) grand stands, two (2) retaining walls and thirty-one (31) high mast light poles at three (3) sports fields. Furthermore, the City owns eleven (11) lengths of aqueduct along four (4) major drainage systems that require inspections.

TULLOCH proposes to complete the inspections and reports in accordance with Section 1 of the Ontario Structural Inspection Manual (OSIM) – Latest Edition and the Ontario Highway Bridge Design Code, S6-14, which includes updating of element data, obtaining new photographs of the bridges and all its associated elements.

### 1.2 Key Considerations

Based on our existing experience with similar projects and detailed knowledge of the assignment, it is our opinion that effectively dealing with the following key considerations will be critical to the success of the project:

- **Safety:** In order to complete this assignment in a safe manner, there must be safety controls put in place and reviewed before each inspection.
- **Background Information:** Review and access to background information is important in order to re-visit past issues that may have worsened.
- **Staff Expertise:** In order to ensure quality inspections and reporting, trained and qualified staff will be utilized. Reports will be reviewed and sealed by experienced Professional Engineers.
- **Project Schedule:** A realistic schedule will be determined to complete the required inspections and subsequent reports. The project schedule will be followed to ensure an on time and on budget project completion.

The TULLOCH Engineering team is well equipped to deal with these key considerations to ensure the right solution is implemented with as little disruption as possible.



## 2. CONSULTANT TEAM

### 2.1 TULLOCH Corporate Overview



TULLOCH Engineering is a progressive consulting firm providing integrated land development, surveying and engineering services throughout Canada. 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 multi-disciplinary engineering firm employing over 300 professional and technical staff working in twelve branch offices in Ontario, providing services across Canada and internationally.

Today, TULLOCH Engineering has technical expertise in the areas of civil, structural, geomatics, municipal, geotechnical, environmental, and transportation engineering, as well as LiDAR (Light Detection and Ranging) and 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.

Working in Northern Canada creates unusual and specific challenges. TULLOCH is versed in working across Canada, from British Columbia to St. Johns, or from Attawapiskat to Toronto. Our comprehensive inventory of equipment, as well as our depth of expertise, is unique in the North giving us a competitive advantage. To overcome difficult terrain while coordinating a broad geographic workforce, we have established permanent full-service offices in Thunder Bay, Sault Ste. Marie, Thessalon, Elliot Lake, Espanola, Sudbury, Timmins, Parry Sound, Huntsville, Ottawa, Hamilton and Stoney Creek. As well, there are numerous temporary construction site offices across Canada set up to manage specific projects.

As we reflect on our corporate progress, TULLOCH has become well known and well respected for three main reasons.

1. **Honesty and Integrity** – a strong commitment to developing upfront and frank relationships with our clients.
2. **High Quality Work** – continually providing our clients with professional services that always meet requirements for technical excellence and value.
3. **Practical Solutions** – always striving to find that important balance between offering ideas for practical and reliable project solutions without “over-designing” or “overselling” the service.

TULLOCH is a recognized leader in providing contract administration and support services for the construction industry. We have built an impressive portfolio by providing construction management services for all levels of government and private industry. Our professional staff lead the industry in a variety of project delivery methodologies. Since 1996, TULLOCH has grown to be one of the largest service providers for the Ministry of Transportation of Ontario (MTO).

The team assembled for this assignment combines the technical expertise demonstrated in several similar assignments with extensive knowledge in biennial bridge inspections and the OSIM reporting format.

## 2.2 Key Staff

**TULLOCH Engineering has assembled a highly qualified and experienced technical team comprised of all local staff.** Our experience and knowledge of the local issues, geotechnical conditions, local infrastructure and our highly skilled technical abilities make us an ideal team to undertake this project.

The team assembled for this assignment combines the technical expertise demonstrated in several similar assignments with extensive knowledge of biennial bridge inspections for Municipalities and Townships across Northern Ontario in accordance with the Ontario Structural Inspection Manual (OSIM). The project team will be based out of the TULLOCH Sault Ste. Marie office.

Each team member is available and committed to the successful completion of this assignment. We look forward to assisting the City of Sault Ste. Marie in completing this project to maintain safe and reliable structure data for all of the City's structures. This information can then be utilized to facilitate a yearly maintenance/cleaning program and forecast future capital expenditures over the next decade. Staff Biographies of key staff are as follows:

## 2.3 Staff Bio's

**John McDonald, P.Eng. – Project Manager.** John McDonald, P.Eng., will be Project Manager on this assignment. John is a professional engineer with more than eighteen years of experience in all aspects of municipal infrastructure design including stormwater management, culvert and bridge repairs and replacements, road design, and municipal servicing. John also has extensive experience in the completion of engineering surveys, construction materials, construction project management and municipal asset management.

**Matt Kirby, P.Eng. – Lead Inspector/Reviewer.** Matt Kirby, P.Eng., is a structural engineer with over 8 years Engineering experience and has completed the OSIM training course. Matt has completed numerous bridge inspections, rehabilitations and designs throughout the Algoma District and Northern Ontario. Mr. Kirby will oversee the bridge/structure inspection and developing the bridge inspection reports.

**Ryan Dagenais, Engineering Intern – Inspector.** Ryan Dagenais E.I.T., will assist during the field inspections, obtaining all relevant data and updating the previous OSIM inspection reports. Ryan is completing his post graduate experience working towards obtaining his professional engineers' licence. Ryan has been involved in drainage design and infrastructure design projects related to property development. Ryan is a graduate of the University of Ottawa in 2018. Working under the tutelage of our local civil engineers, Ryan has quickly gained familiarity with City standards and procedures.

**Drew Rising – Inspector.** Drew Rising is a Civil Engineering Technologist who graduated from Algonquin College in 2019 with an Ontario College Advanced Diploma in Civil Engineering Technology. Drew will assist during the field inspections, obtaining all relevant data and updating the previous OSIM inspection reports.

### Pride in Our Work

Canal Drive, Sault Ste. Marie  
 National Historic Site of Canada



*TULLOCH Engineering staff takes pride in the work we do. After all, it is the communities in which we live and raise our families that we are building to serve into the future.*

*“...my dad referenced a phrase that I have never forgotten. Now, I've come to realize that it is somewhat of a familiar saying, but that night was the first time that I heard it, and it completely resonated with myself, and it has stuck with me these past 14 years. And it's simply this...*

*Opportunity is often disguised in the form of hard work.”*

*Mark Tulloch, P.Eng., O.L.S.  
 CEO, TULLOCH Engineering*

## 2.4 Relevant Past Project Experience

TULLOCH has previously provided larger cities such as Sault Ste. Marie and numerous smaller municipalities throughout Ontario with biennial bridge inspections in the past. Outlined below is a list of Cities, Municipalities, and Townships (with the number of structures) that TULLOCH has provided engineering inspection services to in the recent past:

- City of Sault Ste. Marie – Biennial Bridge Inspections including, overhead signs, high mast lights, and bleachers (2016)
- Municipality of Central Manitoulin – Bridge Inspections (4) (2019)
- Municipality of Huron Shores – Bridge Inspections (22) (2018)
- Municipality of Dysart et al – (19) (2018)
- Township of Thessalon – Bridge Inspections (2) (2018)
- Township of Hornepayne – (2) (2018)
- Township of Spanish – (4) (2018)
- Township of Sables-Spanish Rivers – (6) (2018)
- Township of MacDonald, Meredith and Aberdeen Additional – (8) (2018)
- Township of Tarbutt & Tarbutt Additional – (5) (2018)
- Township of Laird – (3) (2016)
- Township of St. Joseph – (8) (2016)
- Township of Plummer – (5) (2016)
- Township of Johnson – (11) (2016)
- Township of Minden Hills – (15) (2018)
- Township of Algonquin Highlands – (5) (2018)
- Township of Highlands East – (15) (2018)
- County of Haliburton – (41) (2018)
- Township of Perry - (7) (2018)
- Township of Ryerson - (3) (2018)
- Carling Township - (1) (2018)

TULLOCH Engineering has also been retained by the City of Sault Ste. Marie to be the primary consultant for the design, tendering and contract administration of the Wellington Street Fort Creek Aqueduct Reconstruction and the Fort Creek John Street Diversion Aqueduct Reconstruction. TULLOCH has extensive knowledge of the City's aqueduct infrastructure.

## 3. WORK PROGRAM

Based on the request for proposal and key project considerations identified within, we have developed a work program to satisfy the objectives of the assignment. The individual project tasks are briefly described below.

Safety is a key component and consideration for successfully completing this project. To our understanding, the majority of structures are located on Municipal roads which have posted speed limits up to a maximum of 80 km/hr. All the inspection work for the elements on or above the bridge deck will be completed from the shoulders of the roadway/sidewalks to limit exposure of the inspectors to roadway traffic. This will limit the obstruction of vehicular traffic and allow the inspections to be carried out with the aid of vehicle 4-way flashers, 360-degree rotating beacon and "Men Working" signs in accordance with Ontario Traffic Manual - Book 7.

### 3.1 Field Inspections

The initial phase of the project will involve gathering and reviewing all existing past structural inspections on each structure. TULLOCH will contact the City Engineering Department to obtain design drawings of structures that we do not have on file from past inspection programs, which are generally limited to the grandstand structures, retaining walls and aqueducts. Following the data gathering task, field inspection services for thirty-six (36) vehicular bridges, eleven (11) pedestrian bridges, twenty-nine (29) overhead signs, two (2) grand stands, two (2) retaining walls, thirty-one (31) high mast light poles at three (3) sports fields and eleven (11) lengths of aqueduct along four (4) major drainage systems will commence.

The previous inspections have been completed in accordance with the latest OSIM forms and all structural element data was previously recorded. The last inspections were completed in 2018 by STEM Engineering. The current inspections will update and compare the element condition data to previous inspections in order to gauge the rate of deterioration which will be used to develop the 10-year capital forecast.

The inspection services for this project are limited to a visual review of the bridge/structure and its readily visible components. The inspections will update the element data in the OSIM inspection forms and provide new/updated photographs of the structure's elements. The photographs for each structure shall include the following at a minimum:

- Upstream and downstream views
- Elevation views of the structure from both upstream and downstream
- Underside of the bridge showing typical stringers, abutments, intermediate piers and wingwalls
- Photographs looking across the structure from either direction
- Photographs of signs, anchor bolts, concrete base, base plate and steel members.
- Photographs of overhead lights and brackets, anchor bolts, concrete piers, base plates, steel poles and steel cross arms.
- Photographs of grandstands, railing systems, seating, concrete bases and base plates.
- Photographs of retaining walls and the barrier system on the wall.
- Any areas of each element which are considered to be in the "poor" category.

### 3.2 Recommendations, Cost Estimates and Inspection Reports

In addition to the individual OSIM inspection report forms, each bridge structure will be provided with a Bridge Condition Index (BCI) and a Bridge Sufficiency Index (BSI) which are derived from the element data (i.e. quantities of each element in good, fair, poor condition). Using the BSI values, the bridges can be ranked as a forecasting tool to help plan future capital spending towards bridges that require it the most. The BSI index builds in importance factors such as economic impacts, traffic use, bridge widths and bridge profile/alignment for safety reasons.

Each aqueduct/structure will have repair and/or maintenance items identified during the inspections. All repair items will be outlined in the recommendations with the associated cost estimates for such repairs. The inspection reports will also outline any additional investigations that are recommended (i.e. detailed deck condition survey, structural evaluation, detailed coating condition survey, etc.).

Through the aid of biennial bridge inspections, annual bridge maintenance and cleaning programs and good planning, municipal governments can schedule the larger capital projects in a sequential manner to

prevent from having to distribute large amounts of municipal funds within a small timeframe creating cash flow problems and also allowing time for submitting applications for funding through Provincial and Federal programs. TULLOCH will complete both a 2-year and 10-year capital forecast with cost estimates for both short term maintenance work and future major capital works for the City's asset management planning.

### **3.3 Final Deliverables**

The final deliverables for this project will include two (2) 3 ring binders and an electronic copy (.pdf file) of the compiled inspection reports containing the following information:

- Summary of the Bridge Sufficiency Rankings
- Summary of Maintenance and Repair Items for each structure (Bridges, signs, retaining walls, aqueducts, etc.)
  - Individual OSIM Reports
  - Title page for each structure (which will have the Structure's name and date of the inspection)
  - Location map (showing the structure location relative to other surrounding municipal landmarks)
  - OSIM inspection forms including element data and photographs of the bridge
  - Repair Recommendations and Cost Estimates
- A 2-year capital forecast with cost estimates for work required before the next scheduled biennial inspection for the City's maintenance program planning.
- A 10-year capital forecast with cost estimates for major capital work for the City's asset management program.

## **4. SCHEDULE**

### **4.1 Field Inspections**

TULLOCH Engineering is committed to the delivery of the project on time and on budget. We have prepared the attached schedule, Figure 1, in accordance with our work plan. TULLOCH Engineering confirms we have sufficient resources to complete the project as proposed herein.

TULLOCH Engineering estimates each bridge inspection will take approximately 3 to 4 hours to complete which is expected and outlined in the Ontario Structure Inspection Manual after factoring in safety tailgate meetings, travel time between bridges, traffic control set-up and the onsite inspection time for each structure. However, as we currently have extensive details and histories of each structure on file, we recognize that this time could be somewhat reduced.

The inspections are generally conducted during the middle of the summer months when water levels are at their lowest which helps to provide maximum visual inspection of elements in or near the water and also helps to visually inspect the streambed and embankments for underlying scour and erosion issues that may have otherwise gone un-noticed.

Similarly, overhead signs are estimated to take 1-2 hours to inspect per structure, high mast lights 2-3 hours per structure, retaining walls ½ to 1 hour, 2-4 hours per grandstand and 1 hour per 100 metres of aqueduct.

#### **4.2 Data Entry, Report Preparation & Recommendations**

TULLOCH Engineering anticipates that reports will take three (3) weeks to enter the data from the field inspection notes and prepare the OSIM inspection reports, attach and format all new element photographs, develop cost estimates for any necessary repairs, prepare recommendations regarding improving traffic safety at each structure and compile all the information into a binder format as outlined in Section 3.3.

#### **5. FEE ESTIMATE**

Engineering fees corresponding to the different project tasks are provided in the attached Figure 2, Task-Cost Matrix. We are prepared to treat the enclosed Total Engineering Fee of **\$68,210.00** as an Upset Limit excluding taxes. It will not be exceeded unless authorized in writing by the City of Sault Ste. Marie.

#### **6. CONCLUSION**

We appreciate the opportunity to submit the above proposal for Engineering Inspection Services for the Biennial Bridge and Aqueduct Inspections for the City of Sault Ste. Marie. TULLOCH has the technical knowledge, previous bridge/aqueduct/structure inspection experience and resources to complete this assignment on time and within the budget provided. We look forward to having the chance to exceed the expectations of the City of Sault Ste. Marie on this project.

**Figure 1: 2020 Biennial Bridge and Aqueduct Inspection Schedule**

 <b>TULLOCH</b>		2020 Biennial Bridge and Aqueduct Inspection Schedule																				<u>Legend</u>							
		City of Sault Ste. Marie																											
		Week Beginning																											
		Apr-20				May-20				Jun-20				Jul-20				Aug-20				Sep-20							
	Task Description	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28		
	Project Initiation																												
1.1	Project Initiation/Prepare MEA Agreement																												
1.2	Project Award (Council)																												
1.3	Assemble and Review Background Information																												
1.4	Project Kickoff Meeting																												
	Site Inspections																												
2.1	36 Vehicular Bridges																												
2.2	11 Pedestrian Bridges																												
2.3	11 Aqueducts on 4 Major Drainage Systems																												
2.4	29 Overhead Signs																												
2.5	Two (2) Grand Stands																												
2.6	Two (2) Retaining Walls																												
2.7	31 High Mast Light Poles																												
	Recommendations, Cost Estimates and Inspection Reports																												
3.1	Prepare Project Documentation																												
3.2	Review Project Documentation																												

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

**BY-LAW 2020-105**

**LICENCING:** (Plumbers) A by-law to amend By-law 2003-54 to licence plumbers.

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

**1. BY-LAW 2003-54 AMENDED**

By-law 2003-54 is hereby amended by deleting the following paragraph:

"AND WHEREAS the proposed annual fee for Master Plumbers is proposed to be \$20.00 per licence;"

The below subsections shall be inserted after subsection 6(d) of By-law 2003-54:

**(e) Licence Fee:**

Any licence fee as set out in the Annual User Fee By-law as amended from time to time shall expire twelve (12) months after the date of issuance. A Licence taken out after the date of expiry by any person licenced under this by-law shall be subject to an additional "Late Licence" fee as set out in the Annual User Fee By-law as amended from time to time unless evidence tender by the person shows they stopped operating as a master plumber for more than twelve (12) months since the issuance of the last licence to them.

**(f) Lost Licence:**

Upon the City Clerk, or their designate, being satisfied that a Licence has been lost and that the Applicant for a new Licence form has made a diligent search therefor and is making application for a new Licence form in good faith, and if such Applicant undertakes in writing to the City Clerk, or their designate, to surrender the lost Licence form to them if found, the Clerk, or their designate, may issue a duplicate Licence to such applicant which shall consist of a true copy of the original Licence upon which the word "duplicate" is endorsed over the signature of the Clerk, or their designate.

The fee for a lost licence issued under this provision of this by-law shall be as set out in the Annual User Fee By-law as amended from time to time.

The below subsection shall be inserted after subsection 10(e) of By-law 2003-54:

- (f) Any Licence issued pursuant to the provisions of this by-law may be revoked or cancelled at any time by the Plumbing Inspector or their designate, without notice, subject to the provisions of the *Statutory Powers Procedures Act*, R.S.O. 1990, c S.22 and the *Municipal Act, 2001*, S.O. 2001, c. 25:
- i. For any reason that would disentitle the holder of the Licence if he or she were an applicant;
  - ii. If the information in the application is false;
  - iii. If the operation of the Licencee's business is or will not be carried on in compliance with the law;
  - iv. If the conduct of the Licencee is calculated to mislead, deceive, or intimidate the public, or in a manner contrary to the provisions of this by-law.

Upon cancellation or revocation of a Licence, the Licencee shall return to the City Clerk's Office, or their designate, all Licence certificates and licence plates, badges and other indicia issued by the City with reference to such Licence.

The below section shall be inserted after section 13 of By-law 2003-54:

13A. **General:**

**(1) Interpretation**

In this by-law, unless the context otherwise requires, words importing the singular member shall include the plural and words importing the masculine shall include the feminine.

**(2) Conflict**

In the case of a conflict between the provisions of this by-law and any other municipal by-law, the provisions of this by-law shall prevail.

**(3) Severances**

If any section, subsection, sentence, clause, phrase or provision of this bylaw is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of the by-law. The City hereby declares

that it would have passed this by-law and each section, subsection, sentence, clause, phrase and provision herein, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or provisions be declared invalid.

2. **EFFECTIVE DATE**

This by-law takes effect on May 11, 2020.

**PASSED** in open Council this 11<sup>th</sup> day of May, 2020.

---

MAYOR – CHRISTIAN PROVENZANO

---

CITY CLERK – RACHEL TYCZINSKI

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

**BY-LAW 2020-106**

**LICENCING:** (Adult Entertainment Parlours) A by-law to amend By-law 2002-165 to regulate adult entertainment parlors.

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

**1. BY-LAW 2002-165 AMENDED**

Section 3 of By-law 2002-165 shall be hereby deleted and replaced hereafter by section 3 set out below:

**3. ADMINISTRATION AND ENFORCEMENT**

(a) **Enforcement Agency**

The Sault Ste. Marie Police Service and the City's Municipal By-law Enforcement Officer(s), or a designate, shall be responsible for the enforcement of this by-law.

(b) **Inspections and Re-inspections**

The Sault Ste. Marie Police Service, a Municipal By-law Enforcement Officer or any person acting under those persons, or any person authorized by the City may at reasonable times during business hours inspect as much of any place or premises carrying on any business in respect of which a person has or is required to have a Licence.

When a re-inspection is required to confirm compliance with the provisions of this by-law a fee as set out in the Annual User Fee By-law as amended from time to time may be requested by the City Clerk, or their designate.

.

(c) **Offences and Penalties**

Any person violating any of the provisions of this by-law shall be subject to a penalty under the *Provincial Offences Act*, R.S.O. 1990, c. P.33.

For the purposes of this section, a separate violation shall be deemed to have been committed for each and every day during which such violation continues, and conviction in respect of a violation shall not operate as a bar to further prosecution if such violation continues.

Section 4 of By-law 2002-165 shall be hereby deleted and replaced hereafter by section 4 set out below:

**4. FEE STRUCTURE:**

(a) **Licence Fee:**

The person shall pay the appropriate licence fee as set out in the Annual User Fee By-law as amended from time to time. Said Licence shall expire twelve (12) months after the date of issuance. A Licence taken out after the date of expiry by any person licenced under this by-law shall be subject to an additional "Late Licence" fee as set out in the Annual User Fee By-law as amended from time to time unless evidence tendered by the person shows they stopped operating for more than twelve (12) months since the issuance of the last licence to them. A stoppage in operation may result in the City refusing to or revoking a licence issued under this by-law.

(b) **Lost Licence:**

Upon the City Clerk, or their designate, being satisfied that a Licence has been lost and that the Applicant for a new Licence form has made a diligent search therefor and is making application for a new Licence form in good faith, and if such Applicant undertakes in writing to the City Clerk, or their designate, to surrender the lost Licence form to them if found, the Clerk, or their designate, may issue a duplicate Licence to such applicant which shall consist of a true copy of the original Licence upon which the word "duplicate" is endorsed over the signature of the Clerk, or their designate. The fee for a lost licence issued under this provision of this by-law shall be as set out in the Annual User Fee By-law as amended from time to time.

(c) **Owner/Operator the same:**

If the Owner and Operator are one and the same person, then there shall only be required to be paid one licence fee as set out in the subsection (a)

above and the licence shall identify the Owner and Operator as being one and the same.

(d) **Corporate Ownership:**

If the Owner is a corporation and the Operation of the adult entertainment parlour holds the majority shares in the corporation, in such instance there shall only be required to be paid one licence fee as set out above and the licence of such corporation shall identify such person as being the Owner/Operator.

The below sections shall be inserted after subsection 2(v.) of By-law 2003-165:

- (vi.) Any Licence issued pursuant to the provisions of this by-law may be revoked or cancelled at any time by the City Clerk or their designate, without notice, subject to the provisions of the *Statutory Powers Procedures Act*, R.S.O. 1990, c S.22 and the *Municipal Act, 2001*, S.O. 2001, c. 25:
- i. For any reason that would disentitle the holder of the Licence if he or she were an applicant;
  - ii. If the information in the application is false;
  - iii. If the operation of the Licencee's business is or will not be carried on in compliance with the law, including but not limited to, the City's Zoning By-law 2005-150;
  - iv. If the conduct of the Licencee is calculated to mislead, deceive, or intimidate the public, or in a manner contrary to the provisions of this by-law.

Upon cancellation or revocation of a Licence, the Licencee shall return to the City Clerk's Office, or their designate, all Licence certificates and licence plates, badges and other indicia issued by the City with reference to such Licence.

2. **EFFECTIVE DATE**

This by-law takes effect on May 11, 2020.

**PASSED** in open Council this 11<sup>th</sup> day of May, 2020.

---

MAYOR – CHRISTIAN PROVENZANO

---

CITY CLERK – RACHEL TYCZINSKI

LEGAL\STAFF\COUNCIL\BY-LAWS\2020\2020-106 ADULT ENTERTAINMENT AMEND BY-LAW 2002-165.DOCX

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

**BY-LAW 2020-107**

**LICENCING:** (Pawnbrokers) A by-law to amend By-law 2003-52 to licence pawnbrokers.

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

**1. BY-LAW 2003-52 AMENDED**

By-law 2003-52 is hereby amended by deleting the following paragraph:

"AND WHEREAS the proposed annual fee for each pawnbroker licence is proposed to be \$250.00;"

The below sections shall be inserted after section 3 of By-law 2002-52:

**3A. LICENCE LATE FEE**

A Licence taken out after January of each subsequent year by any person operating or carrying on or engaging in an pawnbroker business as set out in this by-law shall be subject to an additional "Late Licence" fee as set out in the Annual User Fee By-law as amended from time to time unless evidence tender by the person shows they stopped operating for more than twelve (12) months since the issuance of the last licence to them under this by-law.

**3B. LOST LICENCE:**

Upon the City Clerk, or their designate, being satisfied that a Licence has been lost and that the Applicant for a new Licence form has made a diligent search therefor and is making application for a new Licence form in good faith, and if such Applicant undertakes in writing to the City Clerk, or their designate, to surrender the lost Licence form to them if found, the Clerk, or their designate, may issue a duplicate Licence to such applicant which shall consist of a true copy of the original Licence upon which the word "duplicate" is endorsed over the signature of the Clerk, or their designate. The fee for a lost licence issued under this provision of this by-law shall be as set out in the Annual User Fee By-law as amended from time to time.

The below sections shall be inserted after section 4 of By-law 2002-52:

4A. TRANSFER OF LICENCE

No person shall enjoy a vested right in the continuance of a Licence and upon the issue, renewal, transfer or suspension thereof, the value of a Licence shall be the property of the City.

4B. REVOKING LICENCE:

Any Licence issued pursuant to the provisions of this by-law may be revoked or cancelled at any time by the City Clerk or their designate, without notice, subject to the provisions of the *Statutory Powers Procedures Act*, R.S.O. 1990, c S.22 and the *Municipal Act, 2001*, S.O. 2001, c. 25:

- i. For any reason that would disentitle the holder of the Licence if he or she were an applicant;
- ii. If the information in the application is false;
- iii. If the operation of the Licencee's business is or will not be carried on in compliance with the law;
- iv. If the conduct of the Licencee is calculated to mislead, deceive, or intimidate the public, or in a manner contrary to the provisions of this by-law.

Upon cancellation or revocation of a Licence, the Licencee shall return to the City Clerk's Office, or their designate, all Licence certificates and licence plates, badges and other indicia issued by the City with reference to such Licence.

The below sections shall be inserted after section 7 of By-law 2002-52:

7A. ADMINISTRATION AND ENFORCEMENT

(1) **Enforcement Agency**

The Sault Ste. Marie Police Service and the City's Municipal By-law Enforcement Officer(s), or a designate, shall be responsible for the enforcement of this by-law.

**(2) Inspections and Re-inspections**

The Sault Ste. Marie Police Service, a Municipal By-law Enforcement Officer or any person acting under those persons, or any person authorized by the City may at reasonable times during business hours inspect as much of any place or premises carrying on any business in respect of which a person has or is required to have a Licence.

When a re-inspection is required to confirm compliance with the provisions of this by-law a fee in the amount set out in Schedule "A" of this by-law shall be charged.

**(3) Offences and Penalties**

Any person violating any of the provisions of this by-law shall be subject to a penalty under the *Provincial Offences Act*, R.S.O. 1990, c. P.33.

For the purposes of this section, a separate violation shall be deemed to have been committed for each and every day during which such violation continues, and conviction in respect of a violation shall not operate as a bar to further prosecution if such violation continues.

7B. **GENERAL:**

**(1) Interpretation**

In this by-law, unless the context otherwise requires, words importing the singular member shall include the plural and words importing the masculine shall include the feminine.

**(2) Conflict**

In the case of a conflict between the provisions of this by-law and any other municipal by-law, the provisions of this by-law shall prevail.

**(3) Severances**

If any section, subsection, sentence, clause, phrase or provision of this bylaw is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of the by-law. The City hereby declares that it would have passed this by-law and each section, subsection, sentence, clause, phrase and provision herein, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or provisions be declared invalid.

2. **EFFECTIVE DATE**

This by-law takes effect on May 11, 2020.

**PASSED** in open Council this 11<sup>th</sup> day of May, 2020.

---

MAYOR – CHRISTIAN PROVENZANO

---

CITY CLERK – RACHEL TYCZINSKI

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

**BY-LAW 2020-108**

**LICENCING:** (Amusement Arcades) A by-law to amend By-law 2003-50 being a by-law to license amusement arcades.

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

**1. BY-LAW 2003-50 AMENDED**

By-law 2003-50 is hereby amended by deleting the following paragraph:

"AND WHEREAS the proposed annual fee for each amusement arcade is proposed to Be \$250.00 per licence;"

Section 2 of By-law 2003-50 is hereby deleted and replaced with the below:

2. No person shall conduct, operate or carry on or permit to be conducted, operated or carried on an amusement arcade without first having obtained an annual licence by the end of December 31<sup>st</sup> of any year and paid the applicable fee as set out in the Annual User Fee By-law as amended from time to time.

The below section shall be inserted after section 7 of By-law 2003-50:

- 7A. Upon the City Clerk, or their designate, being satisfied that a Licence has been lost and that the Applicant for a new Licence form has made a diligent search therefor and is making application for a new Licence form in good faith, and if such Applicant undertakes in writing to the City Clerk, or their designate, to surrender the lost Licence form to them if found, the Clerk, or their designate, may issue a duplicate Licence to such applicant which shall consist of a true copy of the original Licence upon which the word "duplicate" is endorsed over the signature of the Clerk, or their designate. The fee for a lost licence issued under this provision of this by-law shall be as set out in the Annual User Fee By-law as amended from time to time.

The below section shall be inserted after section 9 of By-law 2003-50:

- 9A. A Licence taken out after January 1<sup>st</sup> of each year by any person operating or carrying on or engaging in an pawnbroker business as set out in this by-law shall be subject to an additional "Late Licence" fee as set out in the Annual User Fee By-

law as amended from time to time unless evidence tendered by the person shows they stopped operating for more than twelve (12) months since the issuance of the last licence to them under this by-law.

Section 12 of by-law 2003-50 is hereby deleted and replaced with the below:

12. Any Licence issued pursuant to the provisions of this by-law may be revoked or cancelled at any time by the City Clerk or their designate, without notice, subject to the provisions of the *Statutory Powers Procedures Act*, R.S.O. 1990, c S.22 and the *Municipal Act, 2001*, S.O. 2001, c. 25:
  - i. For any reason that would disentitle the holder of the Licence if he or she were an applicant;
  - ii. If the information in the application is false;
  - iii. If the operation of the Licencee's business is or will not be carried on in compliance with the law;
  - iv. If the conduct of the Licencee is calculated to mislead, deceive, or intimidate the public, or in a manner contrary to the provisions of this by-law.

Upon cancellation or revocation of a Licence, the Licencee shall return to the City Clerk's Office, or their designate, all Licence certificates and licence plates, badges and other indicia issued by the City with reference to such Licence.

The below section shall be inserted after section 17 of By-law 2003-50:

**17A. Interpretation**

In this by-law, unless the context otherwise requires, words importing the singular member shall include the plural and words importing the masculine shall include the feminine.

**17B. Conflict**

In the case of a conflict between the provisions of this by-law and any other municipal by-law, the provisions of this by-law shall prevail.

**17C. Severances**

If any section, subsection, sentence, clause, phrase or provision of this bylaw is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of the by-law. The City hereby declares that it would have passed this by-law and each section, subsection, sentence, clause, phrase and provision herein, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or provisions be declared invalid.

2. **EFFECTIVE DATE**

This by-law takes effect on May 11, 2020.

**PASSED** in open Council this 11<sup>th</sup> day of May, 2020.

---

MAYOR – CHRISTIAN PROVENZANO

---

CITY CLERK – RACHEL TYCZINSKI

LEGAL\STAFF\COUNCIL\BY-LAWS\2020\2020-108 AMUSEMENT ARCADE AMEND BY-LAW 2003-50.DOCX

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

**BY-LAW 2020-109**

**LICENCING:** (Payday Loan Businesses) A by-law to amend By-law 2019-164 to licence, govern and regulate payday loan businesses within the City of Sault Ste. Marie.

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

**1. BY-LAW 2019-64 AMENDED**

The below section shall be inserted after subsection 3.3 (2) of By-law 2019-164:

3.3 (3) A Licence shall be taken out by January 1<sup>st</sup> of each year prior to any Person operating or carrying or engaging in a payday loan business. A Person who takes out a Licence after January 1<sup>st</sup> shall pay an additional “Late Licence” fee as set out in the Annual User Fee By-law as amended from time to time.

**2. EFFECTIVE DATE**

This by-law takes effect on May 11, 2020.

**PASSED** in open Council this 11<sup>th</sup> day of May, 2020.

---

MAYOR – CHRISTIAN PROVENZANO

---

CITY CLERK – RACHEL TYCZINSKI