



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

Monday, November 30, 2020
4:30 pm
Video (Zoom)

| | Pages |
|--|----------------|
| 1. Adoption of Minutes | 13 - 24 |
| Mover Councillor L. Dufour | |
| Seconder Councillor C. Gardi | |
| Resolved that the Minutes of the Regular Council Meeting of 2020 11 09 be approved. | |
| 2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda | |
| 3. Declaration of Pecuniary Interest | |
| 4. Approve Agenda as Presented | |
| Mover Councillor L. Dufour | |
| Seconder Councillor M. Scott | |
| Resolved that the Agenda for 2020 11 30 City Council Meeting as presented be approved. | |
| 5. Proclamations/Delegations | |
| 5.1. World AIDS Day | |
| 5.2. Shine the Light | |
| 5.3. Ontario Finnish Resthome Association | 25 - 44 |
| Paul Belair, Chief Executive Officer | |
| Mover Councillor L. Vezeau-Allen | |

Mover Councillor C. Gardi

Resolved that Sault Ste. Marie City Council provide a letter of support regarding the Ontario Finnish Resthome Association's application to the Northern Ontario Heritage Fund Corporation's Strategic Economic Infrastructure program for their Mauno Kaihla Koti Enhanced Long Term Care Home Renewal project.

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

Resolved that all the items listed under date 2020 11 30 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1. RFP – Parking By-law Enforcement – Municipal Parking Lots and Meters 45 - 46

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated 2020 11 30 concerning RFP – Parking By-law Enforcement – Municipal Parking Lots and Meters be received and that the proposal submitted by Commissionaires Ottawa to provide parking by-law enforcement for municipal parking lots and meters as required by the Transit and Parking Division of Community Development and Enterprise Services be approved.

The contract will commence January 1, 2021 and continue for a period of three (3) years with the option to extend for two (2) additional years by mutual consent.

6.2. Property Tax Appeals 47 - 48

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

Resolved that the report of the Manager of Taxation dated 2020 11 30 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act* be approved.

6.3. 2021 User Fees 49 - 51

The report of the Manager of Finance is attached for the consideration of Council.

The relevant By-law 2020-218 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

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| 6.4. | EDF Funding Deferral for Sault Ste. Marie Airport Development Corporation | 52 - 54 |
| | A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council. | |
| | Mover Councillor L. Dufour | |
| | Seconder Councillor M. Scott | |
| | Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 11 30 concerning EDF Funding Deferral for Sault Ste. Marie Airport Development Corporation be received and that allocated EDF funding of \$200,000 for the airport expansion project be deferred (\$100,000 in 2022, \$100,000 in 2023). | |
| 6.5. | Algoma University CityStudio EDF Project | 55 - 85 |
| | A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council. | |
| | Mover Councillor L. Dufour | |
| | Seconder Councillor M. Scott | |
| | Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 11 30 concerning Algoma University CityStudio EDF Project be received and that the use of \$150,000 (over three years, \$50,000 in each of 2020, 2021 and 2022) to support the establishment of the Sault Ste. Marie CityStudio Innovation Hub with Algoma University be approved. | |
| 6.6. | Environmental Sustainability Committee Terms of Reference | 86 - 93 |
| | A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council. | |
| | Mover Councillor L. Dufour | |
| | Seconder Councillor C. Gardi | |
| | Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 11 30 concerning Environmental Sustainability Committee Terms of Reference be received and that the existing Municipal Environmental Initiatives Committee (Green Committee) be replaced with a new Environmental Sustainability Committee and the attached Terms of Reference be approved. | |
| 6.7. | CNIB Transit Accessibility Pilot | 94 - 101 |
| | A report of the Director of Community Services is attached for the consideration of Council. | |

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

Resolved that the report of the Director of Community Services dated 2020 11 30 concerning CNIB Transit Accessibility Pilot be received and that staff be directed to issue a request for proposal to provide Accessible Wayfinding Transit service for a one (1) year pilot.

A related by-law and agreement will appear on a future Council Agenda for approval.

At the end of the pilot, an update will be provided to Council. If deemed successful an RFP will be issued for a three (3) year term with the option to extend for two (2) additional one (1) year terms upon mutual agreement.

6.8.

Luxury Suite Lease Amendment Agreement

102 - 104

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

The relevant By-law 2020-207 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.9.

Save on Energy Retrofit Incentive Program – John Rhodes Community Centre LED Lighting Project

105 - 110

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

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that the report of the Director of Community Services dated 2020 11 30 concerning Save on Energy Retrofit Incentive Program – John Rhodes Community Centre LED Lighting Project be received and that staff be directed to apply for the Save On Energy Retrofit Incentive Program. Implementation of the project is contingent on Council approving the submitted capital request as part of the 2021 Budget process which will be deliberated on 2020 12 07.

6.10.

Designated Heritage Property Tax Rebates 2020

111 - 113

A report of the Manager of Recreation and Culture is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that the report of the Manager of Recreation and Culture dated 2020 11 30 concerning Designated Heritage Property Tax Rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that the designated heritage property tax rebates for the 2019 tax year be paid to the qualified owners of designated heritage properties enrolled

in the program be approved.

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| 6.11. | Trans Canada Trail Contribution Agreements | 114 - 116 |
| | A report of the Senior Planner is attached for the consideration of Council. | |
| | The relevant By-laws 2020-208 and 2020-209 are listed under item 11 of the Agenda and will be read with all by-laws under that item. | |
| 6.12. | Downtown Community Improvement Plan Financial Incentive Grant Applications | 117 - 123 |
| | A report of the Senior Planner is attached for the consideration of Council. | |
| | Mover Councillor L. Dufour Seconder Councillor M. Scott | |
| | Resolved that the report of the Senior Planner dated 2020 11 30 concerning the Downtown Community Improvement Plan Financial Incentive Grant Applications be received and that the following grant applications be approved: | |
| | <ul style="list-style-type: none">• 789 Queen Street East; Queen's East Inc. (Paul MacDonald) – Façade Improvement Grant/\$20,000;• 801 Queen Street East; (Betty Rushon) – Façade Improvement Grant/\$20,000;• 308 Queen Street East; PharmLaw Investments Inc. (Joseph Greco) – Façade Improvement/\$20,000 and Building Activation Grant/\$20,000 | |
| 6.13. | Fire Services Cost Recovery By-Law Report | 124 - 125 |
| | A report of the Fire Chief is attached for the consideration of Council. | |
| | The relevant By-law 2020-212 is listed under item 11 of the Agenda and will be read with all by-laws under that item. | |
| 6.14. | Establishing and Regulating By-Law for Fire Services | 126 - 128 |
| | A report of the Fire Chief is attached for the consideration of Council. | |
| | The relevant By-law 2020-211 is listed under item 11 of the Agenda and will be read with all by-laws under that item. | |
| 6.15. | Lane Assumption, Closing and Conveyance – Tagona Subdivision | 129 - 131 |
| | A report of the Assistant City Solicitor is attached for the consideration of Council. | |
| | The relevant By-laws 2020-214 and 2020-215 are listed under item 11 of the Agenda and will be read with all by-laws under that item. | |

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| 6.16. | Civic Centre Cladding and Windows Project | 132 - 134 |
| A report of the Director of Engineering is attached for the consideration of Council. | | |
| Mover Councillor L. Vezeau-Allen Seconder Councillor C. Gardi Resolved that the report of the Director of Engineering dated 2020 11 30 concerning Civic Centre Cladding and Windows Project be received and that an increase in the construction budget of \$356,000 and increase in the engineering fee limit to \$472,000 be approved. | | |
| 6.17. | Reconstruction of Angelina Avenue Consultant Selection | 135 - 136 |
| A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council. | | |
| Mover Councillor L. Dufour Seconder Councillor M. Scott Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 11 30 concerning Reconstruction of Angelina Avenue Consultant Selection be received and that Council authorize entering into an agreement for engineering services with WSP. An individual engineering agreement with an estimate of engineering fees will appear on a future Council Agenda for approval. | | |
| 6.18. | Bellevue Park Greenhouse Pilot Project | 137 - 138 |
| A report of the Director of Public Works is attached for the information of Council. | | |
| Mover Councillor L. Vezeau-Allen Seconder Councillor C. Gardi Resolved that the report of the Director of Public Works dated 2020 11 30 regarding Bellevue Park Greenhouse Pilot Project be received as information. | | |
| 6.19. | Winter Preparedness 2020–2021 and COVID-19 | 139 - 143 |
| A report of the Director of Public Works is attached for the consideration of Council. | | |
| Mover Councillor L. Vezeau-Allen Seconder Councillor C. Gardi Resolved that the report of the Director of Public Works dated 2020 11 30 concerning Winter Preparedness 2020-2021 and COVID-19 be received and that Council approve the prioritization as noted for situations in which a reduction in service level is required. | | |

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| 6.20. | Winter Maintenance – Declaring a Significant Event | 144 - 145 |
| A report of the Director of Public Works is attached for the consideration of Council. | | |
| Mover Councillor L. Dufour Seconder Councillor M. Scott Resolved that the report of the Director of Public Works dated 2020 11 30 concerning Winter Maintenance – Declaration of a Significant Weather Event be received and approve the practice of declaring a significant weather event as provided for in Ontario Regulation 239/02 under the <i>Municipal Act</i> . | | |
| 7. | Reports of City Departments, Boards and Committees | |
| 7.1. | Administration | |
| 7.1.1. | 2021-2023 Corporate Strategic Plan | 146 - 160 |
| A report of the Chief Administrative Officer is attached for the consideration of Council. | | |
| Mover Councillor L. Dufour Seconder Councillor C. Gardi Resolved that the report of the CAO dated 2020 11 30 concerning the 2020-2023 Corporate Strategic Plan be received and that Council approve the plan as presented. | | |
| 7.2. | Corporate Services | |
| 7.3. | Community Development and Enterprise Services | |
| 7.3.1. | Community Development Fund | 161 - 202 |
| A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council. | | |
| Mover Councillor L. Vezeau-Allen Seconder Councillor C. Gardi Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 11 30 concerning creation of a Community Development Fund be received and that the workflow and criteria as presented in Attachments A-E for the various components of the Community Development Fund be approved. | | |
| Further that Council permit a delegation of authority to enable the Deputy CAO, Community Development and Enterprise Services or his/her designate to sign Community Development Fund agreements for contributions approved by City Council. | | |

- 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. Walking Trails**

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Whereas many Sault Ste. Marie residents travel to warmer climates during the winter months in order to escape the cold weather and be able to maintain a healthy active outdoor lifestyle; and

Whereas the COVID-19 travel restrictions on border crossings and requirements to quarantine on return to Canada have resulted in many snowbirds' travel plans being disrupted this coming winter; and

Whereas it is in the City's interest to encourage and promote healthy outdoor lifestyles for all of its residents, and to offer exceptional services in these exceptional times;

Now Therefore Be It Resolved that Council authorize staff to allocate \$33,500 from the Winter Maintenance Reserve in order to create safe, maintained walking trails at Strathclair Park and at Elliot Park (in addition to those already in place at Clergue Park and Bellevue Park) for the enjoyment of all Sault residents this winter on a one-time basis.

- 8.2. Derelict Properties**

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Whereas the City of Sault Ste. Marie has used the tools at its disposal to attempt to beautify neighbourhoods throughout the City through measures such as enhanced by-law enforcement, community improvement plans for vacant buildings and targeted investments in downtown improvement; and

Whereas there remain a number of derelict or unsafe or abandoned properties in the City of Sault Ste. Marie, which detract from the efforts that have been made to beautify neighbourhoods; and

Whereas it is in the interest of the City of Sault Ste. Marie to have occupied and vibrant neighbourhoods without derelict or unsafe or abandoned properties within those neighbourhoods;

Now Therefore Be It Resolved that staff be requested to investigate programs that exist throughout municipalities in Ontario to incentivize or provide assistance in the demolition of these derelict or unsafe or abandoned properties and propose a comprehensive plan to City Council for implementation.

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 L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that all By-laws under item 11 of the Agenda under date 2020 11 30 be approved.

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

11.1.1. By-law 2020-207 (Agreement) Luxury Suites

203 - 208

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that By-law 2020-207 being a by-law to authorize the execution of the Agreement between the City and The Private Suite Holders to reduce the annual luxury suite payments on a pro-rated basis at the GFL Memorial Gardens due to a shortened 2020-21 Ontario Hockey League season be passed in open Council this 30th day of November, 2020.

11.1.2. By-law 2020-208 (Agreement) Trans Canada Trail Multi-Use Path and Bridge Contribution 209 - 219

A report from the Senior Planner is the Agenda.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that By-law 2020-208 being a by-law to authorize the execution of the Contribution Agreement between the City and Trans Canada Trail for the Northern Community Centre Multi-Use Path and Bridge be passed in open Council this 30th day of November, 2020.

- 11.1.3. **By-law 2020-209 (Agreement) Trans Canada Trail Queen Street Cycling Lanes** 220 - 230
A report from the Senior Planner is on the Agenda.
Mover Councillor L. Vezeau-Allen
Seconder Councillor M. Scott
Resolved that By-law 2020-209 being a by-law to authorize the execution of the Contribution Agreement between the City and Trans Canada Trail for the Queen Street Cycling Lanes be passed in open Council this 30th day of November, 2020.
- 11.1.4. **By-law 2020-210 (Zoning) 708 Carmen's Way (Bulwark Protective Coatings c/o Gary Potvin)** 231 - 233
Council Report was passed by Council resolution on November 9, 2020.
Mover Councillor L. Vezeau-Allen
Seconder Councillor M. Scott
Resolved that By-law 2020-210 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 708 Carmen's Way (Bulwark Protective Coatings c/o Gary Potvin) be passed in open Council this 30th day of November, 2020.
- 11.1.5. **By-law 2020-211 (Fire Services) Re-establishing and Regulating Fire Service** 234 - 251
A report from the Fire Chief is on the Agenda.
Mover Councillor L. Vezeau-Allen
Seconder Councillor M. Scott
Resolved that By-law 2020-211 being a by-law to re-establish and regulate a Fire Service for the City of Sault Ste. Marie and to repeal By-law 2001-80 be passed in open Council this 30th day of November, 2020.
- 11.1.6. **By-law 2020-212 (Fire Services) Cost Recovery Fire Services** 252 - 257
A report from the Fire Chief is on the Agenda.
Mover Councillor L. Vezeau-Allen
Seconder Councillor M. Scott
Resolved that By-law 2020-212 being a by-law to establish cost recovery fees and charges for the provision of specified Fire Services within the City of Sault Ste. Marie be passed in open Council this 30th day of November, 2020.
- 11.1.7. **By-law 2020-213 (Traffic) Amend Schedule "X" to By-law 77-200** 258 - 258
Council Report was passed by Council resolution on June 14, 2019.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that By-law 2020-213 being a by-law to amend Schedule "X" to By-law 77-200 be passed in open Council this 30th day of November, 2020.

- 11.1.8. By-law 2020-214 (Lane Assumption) Tagona Subdivision Abutting 282 Whitney Avenue** 259 - 260

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that By-law 2020-214 being a by-law to assume for public use and establish as a public lane, the lane more particularly described as Part PIN 31607-0284 (LT) PT LANE PL 7882 KORAH ABUTTING LTS 577-586 & 612-613 PL 7882; SAULT STE. MARIE be passed in open Council this 30th day of November, 2020.

- 11.1.9. By-law 2020-217 (Agreement) AECOM Third Line East** 261 - 307

Council Report was passed by Council resolution on November 9, 2020.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that By-law 2020-217 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for consulting engineering services for the proposed reconstruction of Third Line East from the Sault Area Hospital Entrance to Black Road be passed in open Council this 30th day of November, 2020.

- 11.1.10. By-law 2020-218 (Finance) User Fees 2021** 308 - 331

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that By-law 2020-218 being a by-law to establish user fees and service charges be passed in open Council this 30th day of November, 2020.

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

- 11.2.1. By-law 2020-215 (Lane Closing and Conveyance) Tagona Subdivision Abutting 282 Whitney Avenue** 332 - 334

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Scott

Resolved that By-law 2020-215 being a by-law to stop up, close and authorize the conveyance of a portion of a lane in the Tagona Subdivision, Plan 7882 be read a FIRST and SECOND time in open Council this 30th day of November, 2020.

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

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

13. Closed Session

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

Resolved that this Council move into closed session to discuss one item concerning the acquisition or disposition of land and one item subject to solicitor-client privilege;

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

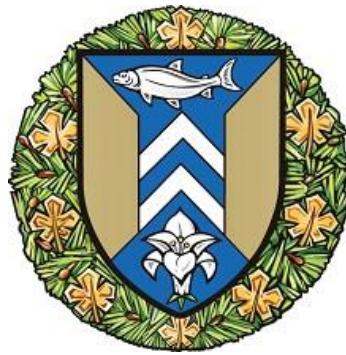
Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality and section 239 2 (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

14. Adjournment

Mover Councillor L. Dufour

Seconder Councillor C. Gardi

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, November 9, 2020

4:30 pm

Council Chambers
by videoconference

Present: Mayor C. Provenzano, Councillor P. Christian, Councillor L. Dufour, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor S. Hollingsworth, Councillor L. Vezeau-Allen, Councillor R. Niro

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

1. Adoption of Minutes

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of 2020 10 26 be approved.

Carried

- 2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**
- 3. Declaration of Pecuniary Interest**

4. Approve Agenda as Presented

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the Agenda for 2020 11 09 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 2020 Community Recognition Award (Marco Roy)

5.2 Sault Area Hospital Mental Health and Addiction Services Community Update

Wendy Hansson, President and Chief Executive Officer; Sue Roger, Vice President Clinical Operations and Chief Nursing Executive; and Lisa Case, Clinical Director Mental Health and Addictions were in attendance.

Correspondence from Donna DeSimon on behalf of Addiction and Mental Health Advocates of SSM was received by Council.

5.3 Tenaris Industrial Transformation Project EDF Application

Dave McHattie, Institutional Relations Canada, Tenaris was in attendance.

5.4 Sault Ste. Marie Insectarium EDF Amendment

John Dedes was in attendance on behalf of Entomica.

5.5 A-13-20-Z 708 Carmen's Way

Gary Potvin, principal of Bulwark Protective Coatings, was in attendance.

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

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that all the items listed under date 2020 11 09 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 Ontario Municipal Partnership Fund

Correspondence from the Honourable Rod Phillips, Minister of Finance concerning the Ontario Municipal Partnership Fund was received by Council.

6.2 Sault Ste. Marie Insectarium EDF Amendment

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 11 09 concerning Sault Ste. Marie Insectarium EDF Amendment be received and that the request to reallocate the remaining funding of \$30,542.19 for the Sault Ste. Marie Insectarium with Entomica be approved.

Carried

6.3 Michigan Launch Initiative Letter of Support

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

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 11 09 concerning Michigan Launch Initiative Letter of Support be received and that a letter be provided through the Mayor's office in support of the construction of a Command and Control Centre at the Chippewa County Airport as part of the Michigan Launch Initiative.

Carried

6.4 Sault Sailing Club Agreement

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

The relevant By-law 2020-204 is listed under item 11 of the Minutes.

6.5 Reconnect Festival and Event Program Application

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Recreation and Culture dated 2020 11 09 concerning the Culture Industries Reconnect Festival and Event Program Grant Application be received and that staff be authorized to apply to the Ministry of Heritage, Sport, Tourism and Culture Industries for funding under the Reconnect Festival and Events grant program.

Carried

6.6 Municipal Law Enforcement Officers

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

The relevant By-law 2020-205 is listed under item 11 of the Minutes.

6.7 Farwell Terrace Aqueduct Repairs – Engineering Fees

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 11 09 concerning Farwell Terrace Aqueduct Repairs Engineering Fees be received and that the engineering fee limit for the Farwell Terrace aqueduct repairs be raised by \$10,000 to \$72,000.

Carried

6.8 Fort Creek Aqueduct – Engineering Fees

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

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 11 09 concerning Fort Creek Aqueduct Engineering Fees be received and that the engineering fee limit for the Fort Creek aqueduct be raised by \$98,000 to \$648,096.

Carried

6.9 Reconstruction of Third Line East – Consultant Selection

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 11 09 concerning Third Line East Reconstruction Consultant Selection be received and that Council authorize entering into an agreement for engineering services with AECOM.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Carried

6.10 Wallace Terrace/Lyons Avenue Environmental Assessment

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Municipal Services Engineer dated 2020 11 09 concerning Wallace Terrace/Lyons Avenue Environmental Assessment consultant selection be received and that Council authorize entering into an agreement for engineering services with Kresin Engineering Corporation.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.1.1 Preliminary Report of Integrity Commissioner

The report of the Integrity Commissioner was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Integrity Commissioner dated 2020 11 03 be received as information.

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

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| Councillor M. Scott | X | | | |
| Results | 8 | 0 | 3 | |
| | | | | Carried |

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 Tenaris Industrial Transformation Project EDF Application

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

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 11 09 concerning Tenaris Industrial Transformation Project EDF Application be received and that the investment of \$500,000 through the Economic Growth Community Improvement Plan utilizing the Economic Development Fund (\$200,000 in 2020 and \$300,000 in 2021) to support the Tenaris Industrial Transformation Project be approved.

| | For | Against | Absent |
|-----------------------------|------------|----------------|----------------|
| Mayor C. Provenzano | X | | |
| Councillor P. Christian | X | | |
| Councillor S. Hollingsworth | | | X |
| Councillor L. Dufour | X | | |
| Councillor L. Vezeau-Allen | | | X |
| Councillor D. Hilsinger | X | | |
| Councillor M. Shoemaker | X | | |
| Councillor M. Bruni | X | | |
| Councillor R. Niro | | | X |
| Councillor C. Gardi | X | | |
| Councillor M. Scott | X | | |
| Results | 8 | 0 | 3 |
| | | | Carried |

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-13-20-Z 708 Carmen's Way (Bulwark Protective Coatings)

The report of the Planner was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the Planner dated 2020 11 09 concerning Rezoning Application A-13-20-Z 708 Carmen's Way be received and that Council approve the application as follows:

Amend Zoning By-law 2005-150 by rezoning the subject property from General Commercial Zone (C4) to General Commercial Zone (C4.S) with a "Special Exception" to, in addition to those uses permitted in a C4 zone:

1. Permit a coatings applicator contractor yard;
2. Permit the outdoor storage of trailers and equipment for the exclusive use of a coatings applicator contractor in the rear yard only;
3. Permit four accessory use shipping containers for the exclusive use of a coatings applicator contractor in the rear yard only;
4. Reduce the landscape coverage requirement from 50% to 15% in the required front yard

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

| | For | Against | Absent |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano | X | | |
| Councillor P. Christian | X | | |
| Councillor S. Hollingsworth | | | X |
| Councillor L. Dufour | X | | |
| Councillor L. Vezeau-Allen | | | X |
| Councillor D. Hilsinger | X | | |
| Councillor M. Shoemaker | X | | |
| Councillor M. Bruni | X | | |

| | | | |
|---------------------|----------|----------|----------|
| Councillor R. Niro | X | | |
| Councillor C. Gardi | X | | |
| Councillor M. Scott | X | | |
| Results | 8 | 0 | 3 |
| Carried | | | |

7.8 Boards and Committees

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

8.1 Downtown Safety

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Dufour

Whereas the 2016 downtown strategy has a vision that includes seven vision pillars for an improved downtown, one of which is to create a “safe place”; and

Whereas businesses have recently expressed frustration at increased petty crime, which is on the rise across the city, but is acutely present downtown in the off-business hours when many buildings are unoccupied; and

Whereas in 2017 City Council requested a “Downtown Safety Strategy”, the development of which is ongoing; and

Whereas to create a safe downtown, the City must invest in technology or resources to create the “safe place” our downtown strategy strives for;

Now Therefore Be It Resolved that staff be requested to investigate and, as part of a broader “Downtown Safety Strategy”, report on options increase safety in the downtown, which options could include either surveillance in the downtown core or security patrols in the downtown core during non-core hours and determine if partnerships with downtown merchants, the private sector, or the Downtown Association can facilitate whichever option is recommended.

| | For | Against | Absent |
|-----------------------------|------------|----------------|---------------|
| Mayor C. Provenzano | X | | |
| Councillor P. Christian | X | | |
| Councillor S. Hollingsworth | | | X |
| Councillor L. Dufour | X | | |
| Councillor L. Vezeau-Allen | | | X |

| | | | |
|-------------------------|----------|----------|----------|
| Councillor D. Hilsinger | X | | |
| Councillor M. Shoemaker | X | | |
| Councillor M. Bruni | X | | |
| Councillor R. Niro | | | X |
| Councillor C. Gardi | X | | |
| Councillor M. Scott | X | | |
| Results | 8 | 0 | 3 |

Carried

8.2 International Travel

Moved by: Councillor C. Gardi

Seconded by: Councillor M. Bruni

Whereas both Canada and the United States, along with the rest of the world are in the midst of the months long COVID-19 pandemic; and

Whereas we as a community have fared very well in relation to many other parts of the world, as a result of strict adherence to public health protocols, including masking, hand washing and physical distancing; and

Whereas Sault Ste. Marie shares an International Border with Sault Ste. Marie Michigan, the County seat of Chippewa County; a border serviced by the International Bridge; and

Whereas the rate of infection of COVID-19 in Chippewa County has seen a tremendous rate of acceleration in the last two weeks, which is commensurate with some of the rates of infection being experienced in and around the Greater Toronto Area, several times greater than that being experienced in Sault Ste. Marie and the Algoma region; and

Whereas these facts pose a very real and significant risk to the health and safety of all of the citizens in Sault Ste. Marie, due to travel to and from both students and workers who travel to the US and/or Canada for school and/or work; and

Whereas the sacrifices made by all citizens of Sault Ste. Marie should not be put at risk and/or squandered by the credible risk of these types of travel back and forth to the US, along with other types of permitted movement that traverse the border;

Now Therefore Be It Resolved, that Mayor Provenzano write a letter to Member of Parliament Terry Sheehan, the Minister of Border Security and Organized Crime Reduction of Canada, the Honourable Bill Blair, and the Right Honourable Justin Trudeau, Prime Minister of Canada to ask their Government and Ministry to call for a three week pause on any exemptions to international travel to the United States, or to Canada, across the International Bridge, for all

November 9, 2020 Council Minutes

those with the exception of travel dealing with the transportation of the most critical goods and services between the two countries and those individuals directly involved in the care and treatment of patients in a hospital setting.

| | For | Against | Absent | |
|-----------------------------|------------|----------------|---------------|--|
| Mayor C. Provenzano | X | | | |
| Councillor P. Christian | X | | | |
| Councillor S. Hollingsworth | | | X | |
| Councillor L. Dufour | X | | | |
| Councillor L. Vezeau-Allen | | | X | |
| Councillor D. Hilsinger | X | | | |
| Councillor M. Shoemaker | X | | | |
| Councillor M. Bruni | X | | | |
| Councillor R. Niro | | | X | |
| Councillor C. Gardi | X | | | |
| Councillor M. Scott | X | | | |
| Results | 8 | 0 | 3 | |

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 L. Dufour

Seconded by: Councillor C. Gardi

Resolved that all By-laws under item 11 of the Agenda under date 2020 11 09 be approved.

Carried

- 11.1 **By-laws before Council to be passed which do not require more than a simple majority**
- 11.1.1 **By-law 2020-203 (Agreement) Insurance Adjusting Services Sedgwick Canada Inc.**

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-203 being a by-law to authorize the execution of the Agreement between the City and Sedgwick Canada Inc. for the Independent Claims Adjusting Services for an additional two year term be passed in open Council this 9th day of November, 2020.

Carried

11.1.2 By-law 2020-204 (Agreement) Algoma Sailing Club

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-204 being a by-law to authorize the execution of the Second Amending Agreement between the City and Algoma Sailing Club for the use of certain portions of Bellevue Park be passed in open Council this 9th day of November, 2020.

Carried

11.1.3 By-law 2020-205 (Parking) Municipal Law Enforcement Officers

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-205 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 9th day of November, 2020.

Carried

11.1.4 By-law 2020-206 (Traffic) Amend Schedule "F" to Traffic By-law 77-200

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-206 being a by-law to amend Schedule "F" of Traffic By-law 77-200 be passed in open Council this 9th day of November, 2020.

Carried

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

13. Closed Session

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that this Council move into closed session to discuss one item regarding labour relations; one item subject to third party confidentiality; and an educational / training session regarding budget preparation;

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)(d)labour relations or employee negotiations; section 239(2)(i)a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization; section 239(3.1)1. The meeting is held for the purpose of educating or training the members.

Carried

14. Adjournment

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

The Ontario Finnish Resthome Association

NOHFC Strategic Economic Infrastructure Plan

November 2020



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Contents

- Background on OFRA
- Background of the project itself
- How that aligns with pressures the City is under
 - “Baby-Boomer Bump”
 - Housing options
 - Care options
 - Job Creation
- What our initial cost estimates are, and how that is impacted by COVID
- How the funding works (i.e. MOH construction per diem)
- New MKK Fundraising appeal
 - Fundraising targets
 - Fundraising Plan (including NOHFC)
- More detail about NOHFC grant requirements
- Why we need EDC and City support
- Thank you

Background



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Background

- A non-profit charitable organization founded in 1971 by volunteers from the Finnish community.
- Fundamental goals are to provide housing facilities with specified levels of care and social services to seniors in keeping with the Finnish culture and traditions



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Housing Facilities

- OFRA's campus consists of:
 - Suomi-Eesti Maja (Phase I-independent living, 134 apartments)
 - Kotitalo (Phase 2-supportive housing, 111 apartments)
 - Mauno Kaihla Koti- MKK (Phase 3-nursing home, 63 beds)
 - Uusi Koti (Phase 4 – independent living, 85 apartments)



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Mauno Kaihla Koti (MKK) Enhanced LTCH Renewal



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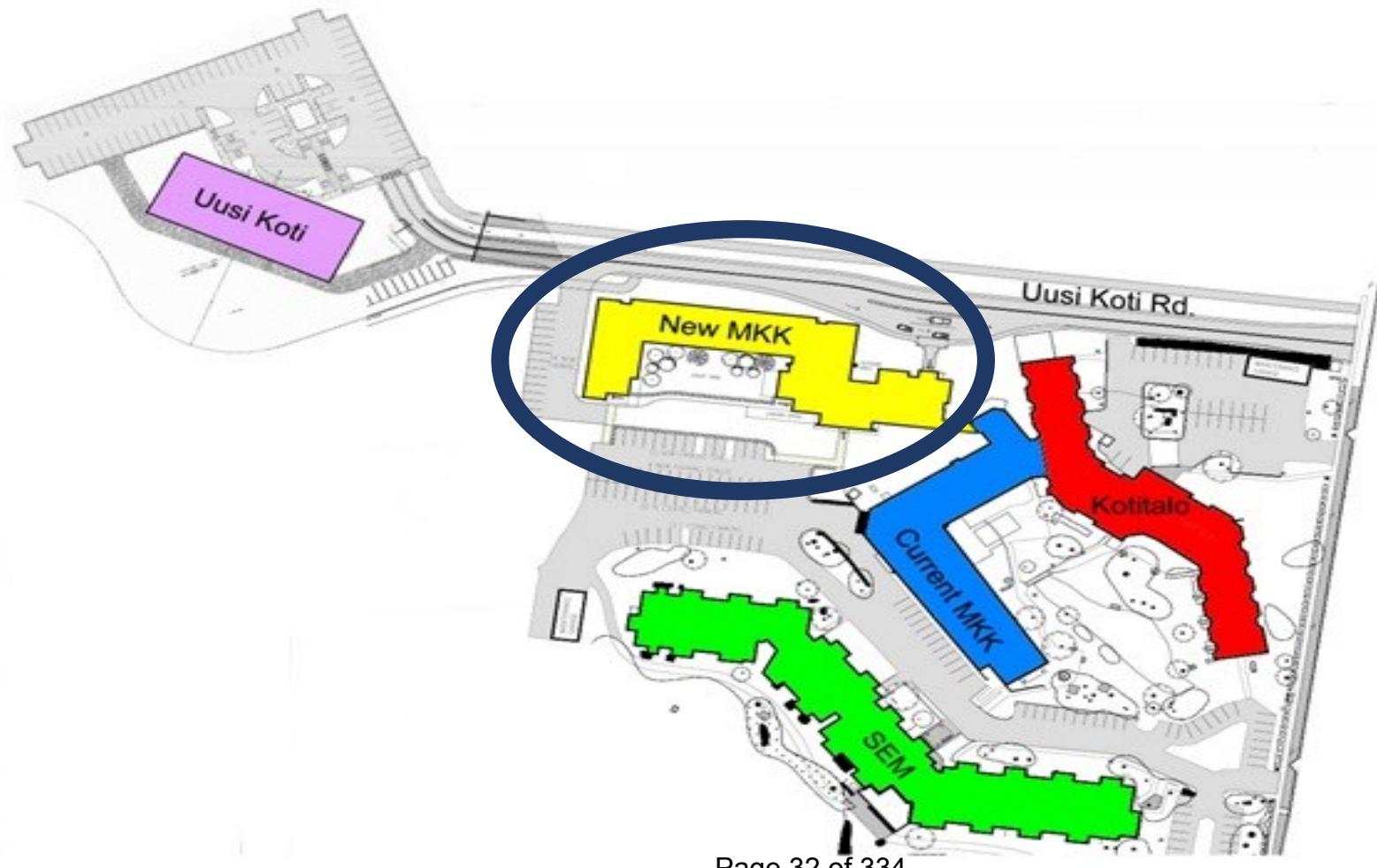
MKK Enhanced LTCH Renewal

- In September 2015, OFRA submitted it's application for Enhanced LTC Renewal Strategy
- This application proposes an entirely new facility meeting current design standards on OFRA grounds, with double the capacity of the current structure (128 beds).
- A Development Agreement with the Ministry was signed on August 5, 2020. With the Agreement in place, OFRA is now in a position to move forward with the project.



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Proposed Site – New MKK



What it means to SSM



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Why are we doing this?

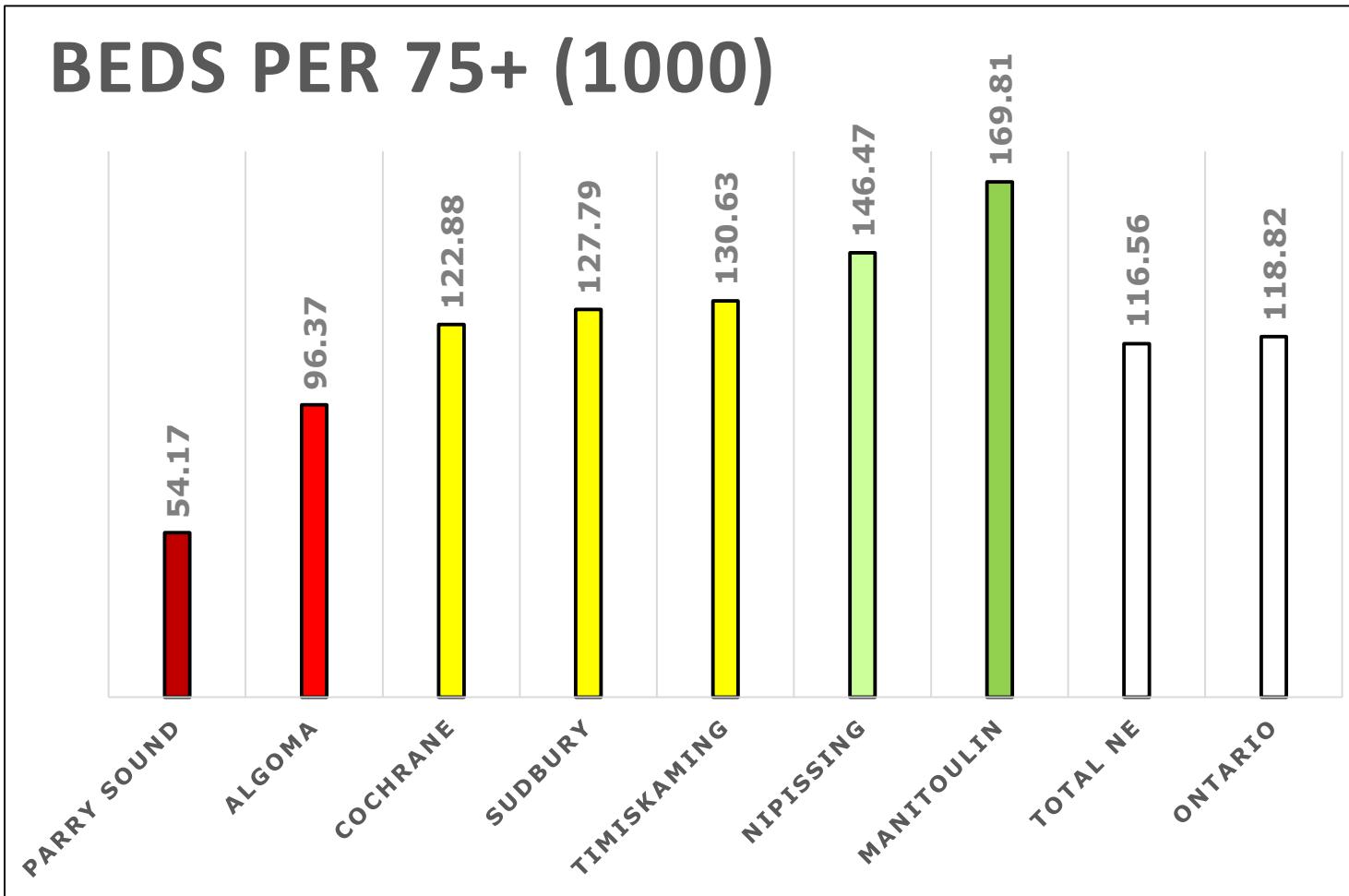
- Proportion of area residents 65+ is growing
- By 2036, more than 30% of area residents will be 65+
- SSM has lowest number of hospital beds per senior
- SSM has second lowest number of LTC beds per senior
- Demand for housing and care options is high now, and getting higher each year.



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Supply vs. Demand – Total LTC Beds

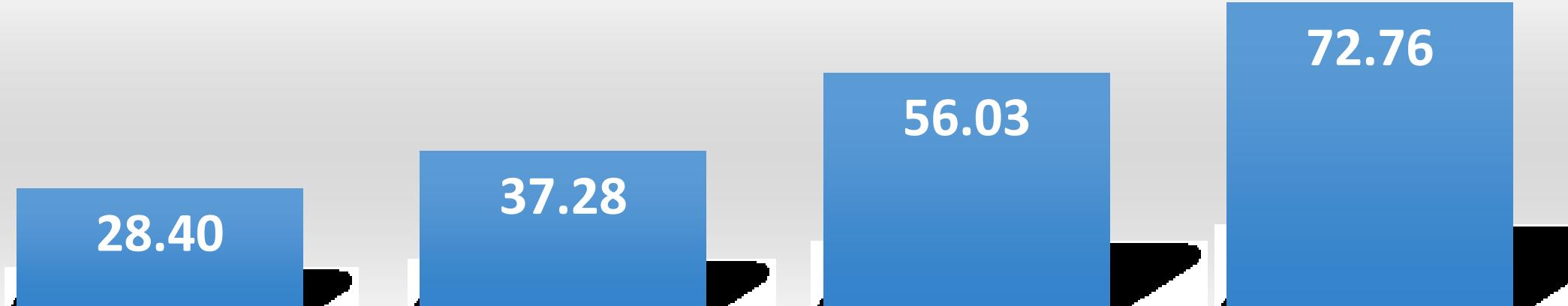
BEDS PER 75+ (1000)



| | % Difference |
|-------------|--------------|
| Manitoulin | -76.20% |
| Nipissing | -51.98% |
| Timiskaming | -35.55% |
| Sudbury | -32.60% |
| Cochrane | -27.51% |
| Ontario | -23.29% |
| NE LHIN | -20.94% |
| Parry Sound | 43.79% |

Supply vs. Demand – Total Hospital Beds

Beds per 75+ (1000)



Sault Area Hospital

Sudbury Health
Science North

Timmins & District
Hospital

North Bay Regional
Health Center



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Housing and Care Options

- Given the demographic trends, OFRA's chief goal in this project is to provide increased housing and care options for the growing number of seniors in our community, who as we saw are under-serviced.
- Our proposed state-of-the-art facility will provide a higher standard of living for residents requiring 24-7 care.
- Our learnings from the COVID-19 pandemic will be applied in ensuring the building has numerous infection control and prevention features.
- In addition, we are seeking resources to include technology into this project designed to lessen isolation should another pandemic occur in the future.



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Job Creation

- Initial estimates indicate that, internally, OFRA will create the following permanent full time and part time jobs:
 - Nursing & Personal Care: 37
 - Dietary: 19
 - Environmental and Maintenance Services: 10
- In addition, we estimate that an average of 25 to 30 construction workers and tradespeople will be employed each day of the construction project itself for its duration, approximately 18-24 months.



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How we will pay for it



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New MKK Fundraising Plan

- Fundraising Goal for New MKK is \$2 million over 3-4 years (dependant on construction plan)
- Currently, with the help of the Ladies' Auxiliary we have raised over \$500,000 through fundraisers and private/personal donations (Annual Giving & In Memory Donations) over the past three years
- The Foundation and OFRA have been working together to increase OFRA's visibility in the community to have a larger impact when the official Capital Campaign is launched. This includes social media (showcasing OFRA, its residents and staff), website enhancement, email marketing, newsletters, etc.
- The "How You Can Help" marketing campaign will ensure consistent messaging that demonstrates the Ontario government's assistance with the build, but that it doesn't include everything that we need to make it an above standard LTCH



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Fundraising Sources

- Harvest Fest and other events, both virtually and in person once approved by APH.
- Annual Harvest Fest Draw and bi-weekly 50/50 draw (in-house and potentially on-line)
- Year-end/Christmas Appeal/Giving Tuesday
- Outreach for Community Involvement/Community Members
- Ladies' Auxiliary Fundraisers
- Fundraising Appeals with OFRA members, vendors, service clubs and staff
- Private Foundations
- *Note: the majority of public/government funded grants are not applicable*



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NOHFC Application Progress

- Initial Strategic Economic Infrastructure Plan (SEIP) application has been approved
- Currently in Second Round of the SEIP Application, which is a significant undertaking in time and documentation
- The overall project has been reviewed and segments have been assigned and distributed
- Work will continue and be completed once the design/plan and timeline has been finalized



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What we are asking for today...

- The first component is confirming the support of local government and community partners ensuring the alignment of community needs and strategic plan with this project
- A formal motion from the EDC is an integral part of demonstrating this alignment.

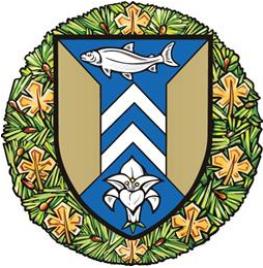


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Thank You!



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The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Parking By-law Enforcement – Municipal Parking Lots & Meters

PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of Parking By-law Enforcement for Municipal Parking Lots & Meters for a three (3) year period commencing January 1, 2021, allowing for extension for up to two (2) additional years by mutual agreement, as required by the Transit & Parking Division of Community Development & Enterprise Services. Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on October 28, 2020.

ANALYSIS

Proposals from six (6) proponents were received prior to closing date:

Commissionaires Ottawa, Ottawa, ON
Garda Canada Security Corporation, Barrie, ON
Imperial Parking, Toronto, ON
Neptune Security Services Inc., Mississauga, ON
NORPRO, Sault Ste. Marie, ON
North East Regional Security Services, Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of the Director of Community Services and staff from the Transit & Parking Division – Community Development & Enterprise Services and the Purchasing Division – Corporate Services.

Parking By-law Enforcement – Municipal Lots & Meters

2020 11 30

Page 2

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Commissionaires Ottawa of Ottawa, ON. The Commissionaires presently provide Parking By-law Enforcement for Municipal Parking Lots & Meters.

FINANCIAL IMPLICATIONS

Based on estimated hours that Parking By-law Enforcement will be required, the cost for these services for 2021 will be approximately \$242,400 plus HST, approximately \$246,700 including non-rebatable HST.

Funding for provision of this service will result in a 2021 Operating Budget contractual increase of \$14,620.

STRATEGIC PLAN / POLICY IMPACT

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

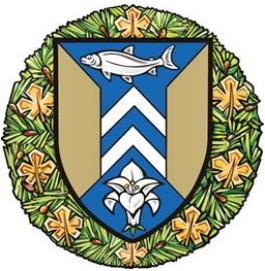
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 11 30 be received and the recommendation that the proposal submitted by Commissionaires Ottawa to provide Parking By-law Enforcement for Municipal Parking Lots & Meters, as required by the Transit & Parking Division of Community Development & Enterprise Services, be approved. The contract will commence January 1, 2021 and continue for a period of three (3) years with the option to extend for two (2) additional years by mutual consent.

Respectfully submitted,



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



The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Lisa Petrocco, CPA, CGA Manager of Taxation

DEPARTMENT: Corporate Services

RE: Property Tax Appeals

PURPOSE

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

BACKGROUND

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

ANALYSIS

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

FINANCIAL IMPLICATIONS

There is an annual budget allocation for tax write-offs. The decreased revenue of \$21,336.39 can be accommodated within the existing budget allocation.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Taxation dated 2020 11 30 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Sections 354 and 357 of the Municipal Act be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lisa Petrocco".

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

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

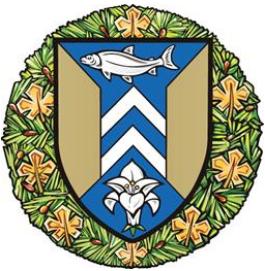
**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS**

DATE: 2020 11 30
PAGE: 1 of 1

| PROPERTY ADDRESS | | PERSON ASSESSED | TAX CLASS | REASON | APPEAL NO. | TAXES | INTEREST | TOTAL |
|------------------|---------------------|-----------------------|---|---|------------|-------------------------------------|-----------------------|-----------------------|
| 020-042-159-00 | 00535 Queen St E | Sault Ste Marie City | E | C | 19-081 | (1,202.30) | - | (1,202.30) |
| 020-004-024-00 | 00445 McNabb St | Lomas, Mark Robert | Carter, Helen-Mary Maione, Carmela Sault Ste Marie City James, Nathan Jack Dimma, Darlene Sault Ste Marie City Rajala, Maxine Lil | (G) (A) C (D)(i) (D)(i) C (A) | 2019 | | | |
| 020-013-024-00 | 01100 Queen St E | Maione, Peter | | | 20-022 | Confirmed - No change in assessment | | |
| 020-042-159-00 | 00535 Queen St E | Sault Ste Marie City | | | 20-023 | Confirmed - No change in assessment | | |
| 030-036-006-00 | 00340 McNabb St | James, Nathan Jack | | | 20-024 | (9,459.50) | (31.17) | (9,490.67) |
| 050-009-066-00 | 00183 Henrietta Ave | Dimma, Darlene | | | 20-025 | (361.37) | - | (361.37) |
| 060-001-006-03 | 00011 Wood Park Crt | Sault Ste Marie City | | | 20-026 | (26.98) | - | (26.98) |
| 060-060-026-00 | 01890 Third Line W | Rajala, Timo Johannes | | | 20-027 | (9,740.60) | (25.82) | (9,766.42) |
| | | | RT | | 20-028 | (488.65) | - | (488.65) |
| | | | | | | REPORT TOTAL | \$ (21,279.40) | \$ (56.99) |
| | | | | | | | | \$ (21,336.39) |

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

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



The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, CPA, CA Manager of Finance

DEPARTMENT: Corporate Services

RE: 2021 User Fees

PURPOSE

Under the Municipal Act, section 391(1) municipalities have the authority to impose fees or charges for any activity or service that they provide. Staff is seeking Council approval of the user fees included in the schedules of By-law 2020-218 found elsewhere on the agenda, with the effective date of January 1, 2021.

BACKGROUND

User fees are one of the few controllable sources of revenue that can reduce the reliance on property taxes. The rationale for user fees is that those who clearly benefit from the service should be the ones to pay for it. Constraints exist that prevent full cost recovery for some activities and services, such as market pricing.

All departments have reviewed their applicable user fees taking into consideration the recommended benchmark for cost recovery and the plan to achieve. Appendix A provides the budget impact for 2021 based upon the fee increases. Service level changes are not reflected in the analysis and thus the total budget impact may be more or less than shown.

Where applicable, departments applied a 1% inflationary increase.

ANALYSIS

Increasingly municipalities are looking at user fees to help offset the impact of municipal services on property taxes. Services funded through taxation result in the general tax base funding whether or not they receive any direct benefit. There is also a range of services that are provided to benefit the common good of the community which would be funded through all or in part through taxation.

Sanitary Sewer Revenue

In addition, Staff reviewed the Sanitary Sewer rate currently set at 70% of the water rate.

Previously, system costs were forecasted over a 10 year period from 2016-2025.

The forecast was updated for the 10 year period of 2021-2030 using updated capital and operating expense projections, as well as updated water consumption trends from Public Utilities Commission's Financial Plan for Water Supply Services, dated October 11, 2019.

Funding Forecast 2021-2030 (\$ Millions)

| | TOTAL |
|-------------------------|------------------|
| Capital Infrastructure | \$ 108.87 |
| Operating & Maintenance | \$ 75.10 |
| Debt Servicing | \$ 16.57 |
| Total | \$ 200.55 |

The forecast includes major capital infrastructure upgrades to the West End Plant for \$37 million and a Biosolids Management Facility for \$24 million.

Based on the revised sewer surcharge forecast, staff reviewed several different sanitary rate change scenarios. The only scenario in which the City would avoid long-term debt is by increasing the rate to over 100% of the water rate.

In light of the current financial implications surrounding COVID-19, staff is recommending maintaining status quo of 70% for 2021, with the rate being reviewed annually.

This funding option will provide a sustainable level of revenue considering operating and capital requirements, but will require long term debt of an estimated \$18 million. Debt servicing costs are estimated at \$20.6 million over the life of the debt (\$16.6 million over the forecast period), however, they will be funded through the sanitary sewer fee, and not the levy. At the end of the 10 year period, the sanitary reserve is projected to be in a positive balance of approximately \$4 million.

Based on this model, total revenue expected over the 10 year period is approximately \$185 million.

FINANCIAL IMPLICATIONS

The change in the User Fees as recommended reflects an estimated increase in revenue of approximately \$57,000. New user fees are reflected in the 2021 Preliminary Operating Budget.

Maintaining status quo of 70% of water rates for the sanitary sewer fee will require long term debt of an estimated \$18 million, with debt servicing costs over a 10 year period of \$20.6 million, funded through sanitary sewer revenues.

2021 User Fees

2020 11 30

Page 3

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

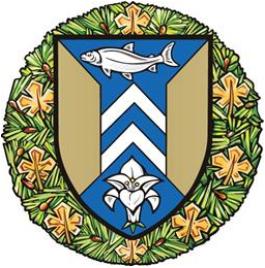
It is therefore recommended that Council take the following action:

By-law 2020-218 that authorizes the user fees can be found elsewhere on the agenda. Further, be it resolved that the recommendation to maintain the current sanitary sewer fee rate of 70% of the full water charge be approved and that the rate be reviewed and updated on an annual basis.

Respectfully submitted,



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The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Approved EDF Funding Deferral for SSMADC

PURPOSE

The purpose of this report is to request the deferral of the 2019 approved EDF project for the Sault Ste. Marie Airport Development Corporation.

BACKGROUND

The Sault Ste. Marie Airport Development Corporation (SSMADC) is a private not-for-profit Corporation that owns and operates the Sault Ste. Marie Airport. The SSMADC was established in response to the Federal Government's National Airport Policy (1994). Ownership was first offered to provincial and local governments, airport commissions, private business or other interests. The SSMADC took over ownership of the Airport on March 28, 1998. Council approved an EDF request of the SSMADC for \$200,000 over two years in October 2019. This EDF contribution supports a \$5.3M project to enhance existing infrastructure, allowing for further expansion of current tenants and the attraction of new tenants.

The project funding contributions from other levels of government have been approved and are as follows:

Organization Amount

| | |
|---|--------------------|
| SSMADC (confirmed) | \$994,850 |
| NOHFC (confirmed) | \$2,000,000 |
| FedNor (confirmed) | \$1,805,150 |
| Accommodation/housing developer (confirmed) | \$300,000 |
| City of SSM EDF (confirmed) | \$200,000 |
| Total | \$5,300,000 |

As the project is being delayed due to the COVID-19 restrictions effecting the aviation industry as a whole, the SSMADC is requesting that the \$200,000 of

Approved EDF Funding Deferral for SSMADC

2020 11 30

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approved EDF funding be deferred to 2022. Other government funding has also been deferred at this time.

This project is now scheduled to commence in 2022 and is being undertaken to expand and enhance the above and below ground infrastructure at the airport. This enhanced and expanded infrastructure will allow the airport to support the continued growth opportunities of existing airport tenants such as JD Aero and Sault College. It will also allow for the attraction of new tenants to the airport such as an accommodation/housing development, a new University flight-training program and a potential aircraft painting facility which have also been put on hold due to Covid-19. All of these expansions will allow the airport to maximize its land use and help to generate new and additional revenue for the airport.

SSMADC has indicated that the infrastructure project once complete will enable the expansion of operations located at the airport creating up to 175 FTE positions.

ANALYSIS

As mentioned in the previous approved EDF application, the infrastructure at the airport does not allow for any growth or expansion. SSMADC has indicated the water supply system is already incapable of meeting tenant needs while maintaining an adequate supply for firefighting purposes as required under the Ministry of Environment guidelines and the Ontario Building Code. The existing sewage treatment facilities and electrical system also require improvements in order to allow for tenant expansion or additional tenants. Additionally, half of the total parking will require relocation to provide space for accommodation/housing opportunities. This relocation will provide an opportunity to increase parking capacity in anticipation of increased demand.

FINANCIAL IMPLICATIONS

There is no financial impact in deferring this request to 2022. In fact, this deferral will establish some additional flexibility for the EDF reserve in 2021 (given the significant request approved at the Nov 9th, 2020 Council meeting for the Tenaris Industrial Transformation Project). The deferral will see funds for the SSMADC project transferred as \$100,000 in 2022 and \$100,000 in 2023.

STRATEGIC PLAN / POLICY IMPACT

This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships – Maximize Economic Development and Investment: We foster an environment where economic development dollars are maximized so that existing and new business can flourish. This project also aligns with the Future SSM project in supporting economic growth and diversification and creating a more vibrant and attractive community.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Approved EDF Funding Deferral for SSMADC

2020 11 30

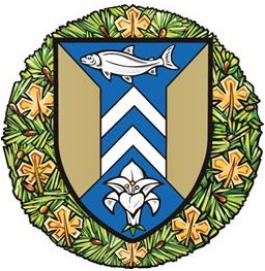
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Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2020 11 30 concerning the deferral of allocated EDF funding of \$200,000 for the Sault Ste. Marie Airport Development Corporation expansion project to 2022 be approved (\$100,000 in 2022, \$100,000 in 2023).

Respectfully submitted,



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The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Community Development and Enterprise Services

RE: Algoma University CityStudio EDF Project

PURPOSE

The purpose of this report is to provide information and seek City Council's approval for an Algoma University project using funds from the Economic Development Fund (EDF) previously approved by Council.

BACKGROUND

On January 20, 2020 Council passed the following resolution:

Whereas our community plan, FutureSSM, recognizes that Sault College and Algoma University (our post-secondary institutions) are an integral part of our community's future and specifically identifies growing our post-secondary institutions as a community goal; and

Whereas our post-secondary institutions are critical to youth retention, labour force development, economic development and, therefore, community development; and

Whereas the City should recognize, encourage and support the efforts being made by our post-secondary institutions to meet community goals, keep our youth at home, develop our labour force and improve our community;

Now therefore in recognition of the foregoing and to support their efforts, City Council will earmark and set aside 20% of the Economic Development Fund for the remainder of this Council term (therefore, \$100,000.00 in each of 2020, 2021 and 2022) to support projects at our post-secondary institutions that are consistent with and further the goals of our community plan and encourages both Sault College and Algoma University to work with Deputy CAO Community Development and Enterprise Services and the FutureSSM team to develop projects or plans,

either individually or in conjunction with each other, to apply for and access the earmarked funding.

Algoma University has submitted a project to utilize the EDF funds set aside by City Council which will establish a Sault Ste. Marie CityStudio Innovation Hub.

CityStudio aims to provide students and faculty from Algoma University with hands-on opportunities to participate directly in city-building with City staff and community members. Through work-integrated learning (WIL), students, staff, faculty, and community will come together to create and execute projects that make the City of Sault Ste. Marie a place where people want to live, visit, and do business. The mechanism that facilitates this collaborative process is a comprehensive institutional framework between cities and their post secondary schools to support civic plans with increased innovation, engagement and experimentation. More information can be found in Attachment A – Algoma U CityStudio EDF Application.

A growing number cities across Canada and the world have adopted or been inspired by the CityStudio model, including Abbotsford, BC; Bendigo, Australia; Brantford, ON; Calgary, AB; Corner Brook, NL; Hamilton, ON; Logan, Australia; North Vancouver, BC; Victoria, BC; and Waterloo, ON.

CityStudio SSM would operate as an experimentation and innovation lab for the city of Sault Ste. Marie. As a partnership vehicle between the City and Algoma University/NORDIK, CityStudio places students inside the City to co-create, design and launch real projects on the ground across all strategic planning areas. The city is the classroom where students gain practical experience through immersive and interdisciplinary projects that make Sault Ste. Marie more sustainable, healthy and affordable, while at the same time gaining the skills employers are now requiring of graduates.

CityStudio works with professors and instructors in the context of academic courses that integrate projects into the term. There are two ways in which this would work, — campus courses and studio courses. “Campus courses” take place on campus and are run through Algoma University. Whereas, “studio courses” take place off-campus, at the innovation hub, and are intensive programs that replace regular classes for a term. This type of implementation would look like a Co-op, Internship, Placement or Exchange program.

For example, students participating in CityStudio SSM would work at the Innovation Hub for approximately three and a half months, under the supervision of CityStudio staff and faculty. Each day of the week, students would learn something different, including: design, projects, storytelling, dialogue and then end the week by exploring the city. By the end of the course, students would be required to launch a project that solves a city problem, and get it off the ground.

Most CityStudio projects are therefore run in the fall (September - December) and winter (January - April) terms. After each term, students, faculty, City staff, CityStudio staff and community members will be invited to a HUBBUB — a showcase and networking event.

Algoma University has identified a number of objectives for the program including:

- Engage youth in creative community solutions for post-pandemic recovery
- Reduction of youth outmigration
- Create more hands-on opportunities for Algoma University students
- Integrate CityStudio projects into hands-on courses
- Increase citizen engagement
- Create proof-of-concept prototypes
- Direct energy towards specific programs
- Build and sustain an innovation culture inside City Hall and Algoma University
- Assist Municipal Staff with Special Projects
- Retain talent and increase recruitment
- Generate positive media
- Finalize planning for the development of a CityStudio Innovation Hub, located in SSM

The cost of the program would utilize the \$50,000 per year set aside by the City of Sault Ste. Marie within the EDF for three years.

| First Year | Every subsequent year |
|--|---|
| \$211,500 | \$181,500 |
| Sault Ste. Marie City contribution: \$50,000 Algoma University cash contribution: \$161,500 | 2-3 year of the project: Sault Ste. Marie City contribution: \$50,000 Algoma University cash contribution: \$131,500 |

The costs of the program include the license fees from CityStudio, a full time coordinator, intern (proposed), marketing and meeting expenses. More detail can be found in Attachment A.

ANALYSIS

The Sault Ste. Marie CityStudio Innovation Hub project aligns well with a number of the goals of the City's corporate strategic plan and the FutureSSM strategy.

The project will enable projects across the four pillars of community development, engage and involve Algoma University students in City and community projects, inspire new ideas and provide research that will be valuable to the City and community.

It is envisioned that City staff will develop a list of projects that are of interest across departments and present those to Algoma University. Further, the City can review project ideas generated by AlgomaU faculty and students. Once a project list is finalized, AlgomaU facilitate the final selection of projects with faculty and students and a City resource person will be assigned to each project. It is felt that any office space required by the students on a temporary, project-related basis can be accommodated within the Civic Centre.

Staff are supportive of this initiative and view it as an excellent opportunity to engage with students, be exposed to new ideas and research and provide work experience to students which will help further their future careers.

FINANCIAL IMPLICATIONS

The funds for this project will come from the Economic Development Fund and were already committed to Algoma University at the January 20, 2020 Council meeting. There are no new commitments for this project.

STRATEGIC PLAN / POLICY IMPACT

This project is contemplated in the Corporate Strategic Plan 2016-2020:

Develop Partnerships with Key Stakeholders – We are committed to ongoing communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report dated November 30, 2020 be received and that Council approve the use of \$150,000 (over three years, \$50,000 in 2020, 2021 and 2022) to support the establishment of the Sault Ste. Marie CityStudio Innovation Hub with Algoma University.

AlgomaU City Studio EDF Project

2020 11 30

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Respectfully submitted,



Tom Vair

Deputy CAO, Community Development & Enterprise Services

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CityStudio Proposal

October 30th, 2020

Presented to the City of Sault Ste. Marie, Economic Development Fund (EDF)



SAULT STE. MARIE

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This document and all its information including concept(s) and financial information is the property of Algoma University and is provided to the reader in strict confidence. The reader is cautioned to use this document only for reasons approved and authorized by Algoma University. Algoma University reserves the right to edit and/or update information as required and/or requested.

INTRODUCTION

CityStudio is a proven model of experiential education and civic engagement. Pioneered in Vancouver, the CityStudio model is helping to develop tomorrow's leaders by turning the city into the classroom.

A growing number cities across Canada and the world have adopted or have been inspired by the CityStudio model, including Abbotsford, BC; Bendigo, Australia; Brantford, ON; Calgary, AB; Corner Brook, NL; Hamilton, ON; Logan, Australia; North Vancouver, BC; Victoria, BC; and Waterloo, ON.

The mechanism that facilitates this model is collaboration, through a comprehensive institutional framework, between cities and their post-secondary partners to support civic plans with increased innovation, engagement, and experimentation.

The City of Sault Ste. Marie (SSM) is facing challenges that, in the next decades, cities around the world will spend trillions of dollars responding to, including the demands of population, housing, energy, equity, climate change, transportation, health, waste, and water. These challenges are affecting everything we do: where we live, what we eat, and how we work and move. While the City of SSM has a Strategic Plan to meet these challenges, it is envisioned that a CityStudio Innovation Hub would ensure that the City of SSM can reach set targets quickly and effectively.

Due to the COVID-19 pandemic, cities across the country are being further negatively impacted. In Sault Ste. Marie, surveys of local businesses and organizations estimate as many as 30% will not be able to return to operations post-pandemic. COVID-19 relief programs will mitigate some of the impacts, however, the pandemic will most certainly have a significant impact on businesses, livelihoods and jobs in the community for a significant period of time. A CityStudio Innovation Hub has the potential to engage and inspire youth as they bring innovative ideas and approaches to the community, helping to reshape and rethink the way we do things to build the foundation for a strong recovery.

Algoma University has a key Strategic Priority to cultivate a culture of research and innovation that enhances the University's economic and community engagement and its impact; aiming to promote research initiatives and develop partnerships that respond to local community needs, including Anishinaabe communities. As a part of this concerted priority, we are proposing a CityStudio Innovation Hub at Algoma University in collaboration with the City of Sault Ste. Marie as well as other key partners.

The CityStudio framework increases the capacity of cities to distribute challenges to the academic sectors, gaining expertise and support for strategic goals and staff work plan targets. This widens the pool of civic problem solvers to include researchers, faculty experts, students and citizens while addressing three civic needs simultaneously: 1) Increased staff capacity to solve problems, 2) Wider community engagement in city building, and 3) Employable skills development for students and future workers.

We are proposing a CityStudio model in Sault Ste. Marie called CityStudio SSM; our plan incorporates four (4) proactive considerations for its development:

1. **Community innovation and sustainability** - The goal of this project is to create a more innovative and sustainable city through projects and partnerships.
2. **Community development and partnerships** - CityStudio aims to provide cities with an increase in inclusivity, skilled graduate retention, increased citizen engagement, new civic partnerships, advancement of city strategies, and economic development support.
3. **Creating social and economic activity** - Algoma University and its students create direct, indirect and induced economic impacts for the City of SSM. Direct impacts would include expenditures for tuition, living expenses, etc. Indirect impacts would include new output and employment as a result of Algoma University's spending in the community. Lastly, induced impacts would include the output and employment created as a result of the spending of both Algoma University and its employees and/or 'contracted' employees.
4. **Building sustainable communities** - This project will be guided by the social, economic, environmental, and cultural fabric of our community, ensuring we are part of building a stronger Sault Ste. Marie and a more sustainable community.

We are proud of Algoma University's relationship with the City of SSM and are confident that our plan for developing CityStudio SSM will positively impact our community, our city, and Algoma University students. We look forward to working through this application process with you.

ALGOMA UNIVERSITY OVERVIEW

Company Information (EDF 4.1.)

Legal name of business/organization: (EDF 4.1.1.)

Algoma University

Names of Officers, Directors & Principals: (EDF 4.1.2.)

| | |
|--|--------------------------|
| Chair, Board of Governors | Shelley Schell |
| Vice-Chair, Board of Governors | Mike Moraca |
| President & Vice-Chancellor | Asima Vezina |
| VP Finance & Operations | Robert Battisti |
| VP Academic & Research | Dr. Donna Rogers |
| VP Growth, Innovation & External Relations | Craig Fowler |
| Nyaagaaniid: Student Success & Anishinaabe Initiatives | Mary Wabano-McKay |
| Academic Dean | Dr. István Imre (Acting) |

History of Organization (EDF 4.1.3.)

Algoma University, one of Ontario's 21 publicly funded universities, was established in 1965 in Sault Ste. Marie, Ontario. Originally an affiliate college of Laurentian University, the institution was granted an independent charter from the Province of Ontario in 2008.

As an undergraduate, teaching-focused university, the institution places an emphasis on serving the needs of Northern Ontario. Algoma University offers a wide range of degrees spanning the liberal arts, sciences, and professional disciplines.

As a partner with Shingwauk Kinoomaage Gamig (SKG), Algoma University has a Special Mission to cultivate cross-cultural learning between Indigenous communities and other communities. As part of the transformational efforts we are undertaking to move the Nation's priority of healing and reconciliation forward, we will use our history and stories to teach the truth about the Residential School history in Canada while, at the same time, moving forward with Chief Shingwauk's original vision for education on the Algoma University site to be one of cross-cultural learning and teaching.

Algoma University also has campuses in Brampton and Timmins, ON. The Sault Ste. Marie campus is the founding campus and serves as the administrative hub.

The University's current 2016-2021 Strategic Plan, outlines a series of core institutional objectives intended to guide university operations and development. In 2020 senior leadership, in consultation with the Board of Governors and Academic Senate Executive, established the following institutional priorities to help expedite the efficient implementation of the strategic plan objectives:

1. Continue focus on institutional sustainability through an enrolment growth strategy: recruitment, retention, vibrant programming.
2. Target activities and investments that enhance student experience, academic and operational excellence.
3. Through partnerships, advance the University's leadership and commitments to Truth and Reconciliation, and our Special Mission to cultivate cross-cultural learning.
4. Cultivate a culture of research and innovation that enhances the University's economic and community engagement and its impact.
5. Institutional excellence: facilitate ongoing improvement of the University by focusing on problem solving, teamwork, and leadership.

As a result of ongoing planning, the institution has established the Algoma University School of Business and Economics, the School of Life Sciences and the Environment, and the School of Computer Science and Technology. These Schools are institutional pillars that will be supported for their potential to significantly increase and sustain long-term enrolment growth, raise the University's profile and increase attractiveness to domestic and international markets; they will support the workforce and economic development needs in Sault Ste. Marie/Algoma, Northeastern Ontario, and the Brampton community.

Organization mandate (EDF 4.1.4.)

As noted in the Algoma University Act (2008), the objects of the University are the pursuit of learning through scholarship, teaching, and research within a spirit of free inquiry and expression.

It is the Special Mission of the University to;

1. be a teaching-oriented university that provides programs in liberal arts and sciences and professional programs, primarily at the undergraduate level, with a particular focus on the needs of Northern Ontario; and
2. to cultivate cross-cultural learning between Indigenous communities and other communities, in keeping with the history of Algoma University College and its geographic site.

Key contact for initiative (EDF 4.1.5.)

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István Imre, Ph.D.

Acting Academic Dean
Professor, Biology Department
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Gmail: istvan.imre@algomau.ca

Contributing partners (EDF 4.1.6.)

1. Northern Ontario Research, Development, Ideas and Knowledge (NORDIK) Institute

NORDIK partners with communities to solve practical issues that are important to municipalities, First Nations and community organizations in Northern Ontario. They offer business, organizational and community development support.

CityStudio

The CityStudio framework increases the capacity of cities to distribute problems to the academic sector, gaining expertise and support for strategic goals and staff work plan targets. This widens the pool of civic problem solvers to include researchers, faculty experts, students and citizens, while addressing three civic needs simultaneously: 1) Increased staff capacity to solve problems, 2) Wider community engagement in city building, and 3) Employable skills development for students and future workers.

References & Letters of Support (EDF 4.1.7.) (Appendix A)

1. The Sault Ste. Marie Chamber of Commerce
2. The NORDIK Institute
3. Community Development Corporation
4. Sault Ste Marie Innovation Centre

PROJECT INFORMATION (EDF 4.2.)

Project Description (EDF 4.2.1.)

CityStudio aims to shift the way students, city staff, faculty and community members work together to co-create solutions for our city. CityStudio SSM would be considered a collaborative program that operates as an experimentation and innovation lab for the City of Sault Ste. Marie.

CityStudio SSM will be designed to create hands-on work opportunities for students that will translate to future employment and potential entrepreneurship, while also assisting the City of SSM to be an innovative, dynamic and modern Municipality. CityStudio SSM will develop projects in collaboration with city staff and community members, coordinate project matches with faculty at Algoma University, design experiments and applied studies together with students and city staff, test final projects in the community, and share results at City Hall. CityStudio SSM will focus on creating a more liveable, joyful and sustainable Sault Ste. Marie, where students are actively engaged with city challenges, creating and executing projects that make the City of SSM a place where people want to live, visit, and do business.

The CityStudio Model was born in 2011 in response to Vancouver's ambitious plan to become the Greenest City in the world by 2020. Its goal was to provide students and faculty from Vancouver's six public postsecondary institutions with hands-on opportunities to participate directly in city-building with staff and community members. The mechanism that facilitated this collaborative process was a comprehensive institutional framework between cities and their post secondary schools to support civic plans with increased innovation, engagement and experimentation.

The CityStudio framework is designed as a plug-and-play institutional partnership model that can formalize collaboration at the strategic planning level, as well as strengthen existing city/campus collaborations. The framework includes a readiness assessment for cities, subscription package, branding and communications materials, starter documents, templates, coaching and training, as well as an evaluation framework and CityStudio Network membership. Currently, there are nine CityStudios underway in Canada, two in Australia, and one in Norway as well as a number of lab affiliates. (See Appendix B to additional information around City Studio model)

Students are the future of our cities and communities, and the coronavirus pandemic has forced us to conduct business in new ways. It is becoming clear that the impacts of the pandemic will be long-lasting, and many communities will struggle to come out on the other side without massive job losses and erosion of their tax base. Youth are well-positioned to lead the way in innovative approaches to recovery that meet social, economic, and community needs while at the same time promoting youth-retention and inclusivity.

The mission of CityStudio is to innovate and experiment with the ways cities are co-created, and provide an opportunity for students and city staff to learn new ways of operating to help the city succeed in a post-pandemic economy. At no other time in history has collaboration and innovation been more important to inspire action and entrepreneurship in the community and government.

The City of SSM's mission is to promote, encourage, and lead economic and social growth within the community through the effective provision of municipal services and the development of community partnerships. The development of a CityStudio Innovation Hub in SSM would greatly impact economic and social growth within the community through collaboration and innovation with Algoma University faculty and students.

Many of the projects that the City of SSM are currently working on, in collaboration with Future SSM, could benefit greatly from student input. Such projects include: **Downtown Development** — revitalization of public spaces,

beautification initiatives, additional programming, branding; **Economic Growth and Diversity** — improving Industrial Park and downtown to be more millennial-friendly, becoming a **more student-centric city**, retaining students, providing more co-op opportunities, improving transit; **Education** — creating a youth space or learning centre, hosting events that elevate the status of education, develop a research hub, develop strategies to create a welcoming environment for international students; and many more.

The CityStudio will be a collaborative learning environment run under the leadership of a multidisciplinary team that will bring together students, faculty, industry and community partners in entrepreneurial education, research and technological development, and active learning projects. This program will prepare the next generation of community leaders, entrepreneurs and innovators by providing space for experimentation and innovation through partnership and collaboration. In addition, the sustained operation of the CityStudio is specifically designed to feed a steady supply of highly qualified graduates into local businesses, thereby contributing to increased job creation, immigration and retention of new inhabitants, and increased local and regional economic prosperity.

To support CityStudio SSM, Algoma University will house 1) three academic certificates, 2) a faculty advisory committee, and 3) a full-time CityStudio SSM coordinator. Added to this is 4) the partnership with NORDIK Institute as well as with other key Algoma University stakeholders and resources: notably, the Shingwauk Residential Schools Centre (SRSC), the Experiential Learning Hub team, and the Office of Innovation and Research.

1. Three Academic Certificates

1. Interdisciplinary Undergraduate Certificate in Creativity, Innovation and Entrepreneurship
2. Interdisciplinary Graduate Certificate in Creativity, Innovation and Entrepreneurship
3. Interdisciplinary Graduate Certificate in Project Management: Resilience and Innovation

CityStudio SSM will have an integral role within both the Undergraduate and Graduate Interdisciplinary Certificates in Innovation and Entrepreneurship in the following ways:

a. Team Challenge Courses

Two of a total of ten courses within the Interdisciplinary Undergraduate and Graduate Certificates in Creativity, Innovation and Entrepreneurship will be Team Challenge courses. At the beginning of a term, a City of SSM staff member would visit a Team Challenge course at Algoma University and present a challenge that the City of SSM is facing. Working in interdisciplinary teams, students would work throughout the term to design experiments, prototypes, and solutions to this challenge. Students will present their work to the City of SSM staff at the end of the term.

b. Entrepreneurial Internship Courses

This 80-hour internship experience involves students working with a City of SSM staff mentor and a faculty mentor to design their own innovation and entrepreneurship project. Students are expected to submit a plan for their own new venture, social enterprise, or innovation project. The course ends with presentations to a variety of community organizations and employers during which time students have the opportunity to compete for start-up funding and/or additional support. There are two such courses in the Interdisciplinary Undergraduate and Graduate Certificates in Creativity, Innovation and Entrepreneurship and one in the Interdisciplinary Graduate Certificate in Project Management: Resilience and Innovation.

Within each of the academic certificates there exists the opportunity for Cooperative Education. CityStudio SSM will have an active role in this component as well.

c. Cooperative Education (CO-OP)

Co-op is designed to integrate undergraduate academic studies with paid work experience. Through CityStudio SSM, students will be placed to work at City Hall or the CityStudio SSM Innovation Hub at Algoma University for approximately three and a half months, under the supervision of CityStudio SSM staff and faculty. Each day of the week, students would learn something different, including design projects, storytelling, dialogue and then end the week by exploring the city. By the end of the co-op placement, students would be required to launch a project that solves a city problem and get it off the ground. Most CityStudio SSM projects would therefore be run in the fall (September - December) and winter (January - April) terms. After each term, students, faculty, City SSM staff, CityStudio SSM staff and community members will be invited to a showcase and networking event.

The City of Sault Ste. Marie would pay Algoma University co-op students and would set the wage at their discretion; Algoma University co-op students' wages range from minimum wage to \$27.00 per hour. A full placement is 35 hours per week for 16 weeks. Further, all costs associated with the hire (i.e. salary, EI, CPP, WSIB, vacation pay, etc.) are the sole responsibility of the employer.

Therefore, based on the specific targets and nature of the project/challenge that is identified, the City of SSM can solicit the assistance of a full-time co-op student, an 80-hour intern, or the creativity of an interdisciplinary group of students.

2. Faculty Advisory Committee

The Faculty Advisory Committee will provide guidance related to the academic direction of the academic programs and certificates offered and work with all relevant stakeholders to ensure the optimal functioning of it. This Committee will also provide academic support and advising to the students engaged in programs related to the CityStudio. They will spearhead the development of new programs and will serve as course coordinators for the internship and group challenge courses.

3. CityStudio SSM Coordinator

The CityStudio SSM Coordinator will oversee the functional elements of the project in terms of interaction with City of SSM staff as well as other external and internal partners. The Coordinator will also assist with the facilitation of the internship and group challenge courses, in close collaboration with the EL team and faculty.

4. Academic Lead for CityStudio SSM

This will be a seconded faculty or staff position that will oversee the implementation of its programs.

5. Key Partners and Resources of Algoma University

The NORDIK Institute will also play a foundational role in offering their existing expertise in social enterprise as well as supporting and enabling faculty to conduct research through CityStudio SSM.

The Shingwauk Residential Schools Centre is housed at Algoma University. Its work and contribution to truth and reconciliation are unique and unmatched. The resources available and research performed at this centre will facilitate the engagement of neighbouring Indigenous communities.

The advantage of housing CityStudio SSM on the Algoma University campus will, therefore, be the consistent and integrated presence of key stakeholders working with students and supporting their applied research and innovation. CityStudio SSM at Algoma University will bring together Algoma University students, faculty and staff, City of SSM staff, and key research partners, using the CityStudio model. CityStudio SSM will strive to work collaboratively with existing innovation hubs, including the Sault Ste. Marie Innovation Centre, and the Millworks, as well as key projects of Future SSM, aiming to be complementary and never duplicative of work that is already in motion.

The positive outcomes of this partnership extend beyond Algoma University and City Hall to the entire Algoma community. The CityStudio model exists to serve the City of SSM and Algoma region and all those that currently live here.

Objectives (EDF 4.2.2.)

- Engage diverse groups of students, faculty, staff, and the community members of SSM to develop creative solutions that positively impact economic growth & diversity, improve social equity, and promote environmental sustainability
- Build and sustain a culture of innovation inside City Hall and Algoma University
- Engage stakeholders such as the city of SSM, Shingwauk Kinoomaage Gamig, community businesses and others to identify projects that will bolster social equity and celebrate cultural vitality
- Focus on solutions for a post-pandemic recovery
- Reduction of youth out-migration
- Create more hands-on opportunities for Algoma University students
- Integrate CityStudio SSM projects into hands-on courses
- Increase citizen engagement
- Create proof-of-concept prototypes
- Assist Municipal Staff with Special Projects
- Retain talent and increase recruitment
- Generate positive media
- Finalize and implement plans for CityStudio SSM

Performance targets (EDF 4.2.3.)

Year one:

- Integrate CityStudio SSM into three courses
- Hire one permanent CityStudio SSM staff (CityStudio SSM Coordinator, Algoma University staff position), one Academic Lead (faculty member to lead and advise in research), and an intern (NOHFC anticipated)
- Have three City staff participating (depending on City Hall needs and interest)
- Have 40 students participating in Work-Integrated-Learning Internship and Team Challenge courses
- Have three faculty participating as faculty advisors for Internship and Team Challenge courses
- Have three problems/projects introduced in group challenge courses and solutions provided for them
- Host one event/semester at CityStudio SSM where winning Team Challenge solutions are chosen
- Have two students completing paid CityStudio SSM co-op work terms (depending on available co-op opportunities with City Hall)

Year two:

- Integrate CityStudio SSM into five courses
- Have City Hall and another community organization participating
- Have three City staff participating (depending on City Hall needs and interest)
- Have 60 students participating
- Have five faculty participating
- Have four problems/projects introduced in group challenge courses and solutions provided for them
- Host one event/semester at CityStudio SSM where winning Team Challenge solutions are chosen
- Have four students completing paid CityStudio SSM co-op work terms (depending on available co-op opportunities with City Hall)

Year three:

- Integrate CityStudio SSM into three programs across different faculties and schools
- Have three strong civic partnerships built
- Have six City staff participating (depending on City Hall needs and interest)
- Have 80 students participating
- Have eight faculty participating
- Have four problems/projects introduced in group challenge courses and solutions provided for them
- Host one event/semester at CityStudio SSM where winning Team Challenge solutions are chosen
- Have four students completing paid CityStudio SSM co-op work terms (depending on available co-op opportunities with City Hall)

Impacts of Project (EDF 4.2.4.)

In just one year, CityStudio SSM has the potential to provide all participating entities with many benefits, as listed below.

- Students: gain credits, experience problem-solving real issues in the community, engage with stakeholders and gain project and professional skills and experience
- Faculty: gain access to complex city challenges, and city staff; classrooms: get access to real-world learning, and professional skill development
- City of SSM Staff: gain access to experiments, research, and prototypes that meet city strategies and goals, moving projects forward that have not received satisfactory attention and resources prior
- Community: gain access to City of SSM staff and students as stakeholders and stewards, and benefit from new projects and new forms of community engagement

The establishment of CityStudio SSM will allow Algoma University faculty to focus on what they do best: deliver novel experiential programming that meets the needs of current and future students and creates opportunities for regular and sustainable collaboration between Algoma University and City of SSM staff.

As a key partner and stakeholder with many local industries and businesses, Algoma University can help to secure partnerships that will assist in the vibrant programming of CityStudio SSM. This will in turn meet the needs of employers so that businesses thrive and grow in Sault Ste. Marie, creating employment opportunities for Algoma University graduates and expanding the local economy. CityStudio SSM will ensure students are workforce ready.

Algoma University is well-positioned to partner with other entities within the community to expand programming for Indigenous communities and organizations. Faculty are committed to working in partnership to develop relevant new programming, including an Indigenous Public Administration Certificate that will meet identified regional needs. The University is home to the Shingwauk Residential Schools Centre, which collects, preserves, displays, and teaches the history and legacy of the Residential School System. These exciting partnership opportunities are well aligned with Algoma University's Special Mission which will set CityStudio SSM apart from others within Canada.

Methodology and Timing (EDF 4.2.5.)

| Phase 1 - Establish Need for Project, Academic Certificates, and Key Partnerships (Complete) |
|---|
| January 2020 - December 2020 |
| Key Deliverables: <ul style="list-style-type: none">• Develop three Academic certificates that will support CityStudio SSM• Establish key partners for the CityStudio SSM• Submit Application to EDF and present to City Council |
| Methodology: <p>The Academic and Strategic Planning that is required for the establishment of the three certificates are well underway. The Interdisciplinary Graduate Certificate in Project Management: Resilience and Innovation has its first cohort of students (Fall 2020). Key partners such as the NORDIK Institute, the Algoma University Office of Research and Innovation, as well as other internal departments have been integrally engaged and involved in background research, course considerations, operational considerations, and financial viability assessment.</p> |
| Phase 2 - Research and Planning |
| January 2021 - March 2021 |
| Key Deliverables: <ul style="list-style-type: none">• Develop Operational Plan• Develop Stakeholder Engagement Plan• Develop Marketing Strategy• Develop Financial Viability Assessment• Hire CityStudio SSM Coordinator• Hire Academic Lead for CityStudio SSM |
| Methodology: <ul style="list-style-type: none">• Develop Operational Plan<ul style="list-style-type: none">○ Research, and review local community innovation centres, and their programming○ Interview local community innovation centre programmers○ In consultation with partners, identify community-wide problems that students can solve and develop potential projects○ Core staff position, Academic Lead position, and internship○ Organizational structure○ Professional Development○ Contracted positions, seasonal employment, and volunteer opportunities○ Key recommendations for Human Resources○ Provide recommendations on prioritized development to match recommended list of activities, services, and business opportunities○ A model for sustainability - Adaptive Planning and Management |

- o SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats)
 - o Best practices and trends
 - o Key recommendations - business institutions best practices
 - o Space, equipment and required materials
 - o User-friendly implementation plan that can adapt to the climate of economic activities
- Develop Stakeholder Engagement Plan
 - o Research, review, and identify stakeholders, and develop a stakeholder map
 - o Develop engagement tools, such as ongoing communication strategy, organization and facilitation of meetings to review project guidelines, etc.
 - o Complete stakeholder analysis and provide recommendations
- Develop Marketing Strategy
 - o Establish partnerships (community, industry)
 - o Identify target market strategies
 - o Instigate innovative marketing platforms using technology and provide recommendations
 - o Opportunities for high impact branding and media campaigns
 - o Opportunities for alignment with industry for programming
 - o Focus on recruitment, sustainability, and growth
- Develop Financial Viability Assessment
 - o Prepare start-up costs and revenues projections
 - o Confirm funding framework
 - o Develop a detailed budget
- Hire CityStudio SSM Coordinator
 - o Algoma University Staff member at work and coordinating the mechanics of the CityStudio SSM Innovation Hub
- Hire Academic Lead for CityStudio SSM
 - o Algoma University Faculty Member in position of Academic Lead; this person will liaise with Coordinator, city staff, Academic Dean, etc., to support research and academic advancement through the CityStudio SSM Innovation Hub

Phase 3 - Project Implementation

March 2021 - September 2021

Key Deliverables:

- Open CityStudio SSM at Algoma University in partnership with the City of SSM, NORDIK Institute and the Experiential Learning Department
- Hire CityStudio SSM Intern (FEDNOR/NOHFC)
- Launch Pilot Student Cohort
- Full-roll out of the program

Methodology:

- Open CityStudio SSM at Algoma University in partnership with the NORDIK Institute and the City of SSM
 - CityStudio SSM Innovation Hub open for faculty, students, researchers, city staff, and community members
 - Usable space based on Operation Plan developed in Phase 2
- Hire CityStudio SSM Intern (FedNor Anticipated)
 - Intern at work under the direction of the Academic Dean and Academic Lead
 - Supporting student and faculty research through research ethics documentation, data collection and presentation, etc.
- Launch Pilot Student Cohort
 - In one or two courses with the three certificate programs we will have a city staff member come to a Team Challenge course and present one challenge the city is facing
 - Have the first cohort of student in an Internship course, complete an 80-hour internship at the CityStudio SSM Innovation hub, working on one project to support the City of SSM
 - The most important step here is to fine-tune and correct necessary elements
- Full roll-out of the program
 - CityStudio SSM is integrated into 3 courses
 - 60+ students participating in Work-Integrated learning Internship and Team Challenge courses
 - Faculty Advisory Committee supporting research
 - City of SSM staff on campus presenting challenges that the city is facing and working with students and faculty researchers to find solutions

Phase 4 - Project Sustainment

September 2021 - ongoing

Key Deliverables:

- Continue developing and expanding dynamic experiential learning opportunities for students
- Grow partnership between Algoma University, the NORDIK Institute, and the City of SSM
- Develop other community partners (e.g. the Great Lakes Forestry Centre, the Art Gallery of Algoma, the Downtown Association, etc.)

Methodology:

- Continue in developing and expanding dynamic experiential learning opportunities for students / grow partnership between Algoma University, the NORDIK Institute, and the City of SSM
 - In partnership with the City of SSM and other local businesses, identify and develop project concepts that both bring vibrancy and innovation to our city, and also grow further innovators in our university. Matching these projects with courses at Algoma University and ensuring a strong fit between city needs and faculty expertise.
- Develop other community partners (e.g. the Great Lakes Forestry Centre, the Art Gallery of Algoma, the Downtown Association, Sault College, Indigenous Communities, etc.)

- o In time, consult with other local business / post-secondary institutions, and grow CityStudio SSM to include more diverse applied experiential learning opportunities in a myriad of fields/disciplines

Schedule

Key Dates

| Project Progress Milestones | Completed In | Comments |
|--|---------------------|----------|
| EDF application submitted to City of Sault Ste. Marie | October 2020 | |
| Complete Readiness Assessment | November 2020 | |
| Submit Funding application to FedNor for Inter position | November 2020 | |
| Determine which, and how many, courses can initially implement CityStudio SSM programming Structure courses around CityStudio SSM programming | July - October 2020 | |
| Presentation to City Council | November 2020 | |
| Municipal - University MOU completed and signed | November 2020 | |
| Identify institutional champions — City and Algoma University leaders promoting CityStudio SSM | November 2020 | |
| Secure Licensing Agreement with CityStudio — access to brand assets and the CityStudio learning portal, membership to the CityStudio Network, and access to four days of consulting hours with the CityStudio Vancouver team | December 2020 | |
| Plan for or identify innovation space at Algoma University | December 2020 | |
| Post for CityStudio Coordinator | December 2020 | |
| Create a governance structure, including an operating budget, as well as an on-boarding and training timeline | January 2020 | |

| | | |
|--|-------------------|--|
| Plan and execute integration with NORDIK Institute | | |
| CityStudio SSM Coordinator, Academic Lead, | January 2021 | |
| Plan and launch communication strategy | February 2021 | |
| Launch CityStudio SSM | March 2021 | |
| Launch pilot student cohort/FedNor starts | May 2021 | |
| Fine-tune and correct necessary elements (review/feedback/improvement) | May - August 2021 | |
| Advertise in community and beyond | May - August 2021 | |
| Full-roll out of the program in Sault Ste. Marie | September 2021 | |

COSTS AND FINANCING (EDF 4.3.)

Detailed project costs (EDF 4.3.1.)

| City of Sault Ste Marie Costs | | | | | |
|----------------------------------|---|----------|----------|----------|----------|
| Fee Types | What's Included? | Year 1 | Year 2 | Year 3 | |
| Lead Subscription & Training Fee | <ul style="list-style-type: none"> License to use CityStudio intellectual property and operate in Sault Ste. Marie Training: up to two seats in CityStudio's online certification course (required) Up to four days of tailored coaching support Access to CityStudio Materials | \$15,000 | \$0 | \$0 | |
| City Membership Fees* | <ul style="list-style-type: none"> Membership to CityStudio's global network Access to CityStudio's online community platform Ongoing administrative and operational support Access to additional tailored coaching support | \$15,000 | \$3,000 | \$3,000 | |
| Cost Types | | Item | Year 1 | Year 2 | Year 3 |
| Co-op Payment | Pay coop students | | \$20,000 | \$47,000 | \$47,000 |

| | | | |
|--|-----------|----------|----------|
| Total Fees | \$50,000 | \$50,000 | \$50,000 |
| Total Contribution from the City of Sault Ste. Marie | \$150,000 | | |

The entity that legally holds the CityStudio subscription.

Note: There are ongoing operational costs, including office space, etc. shared by the City and school partners.

* City Membership Fees, Annual Schedule (Population-based):

| City Population | Year 1 | Year 2+ |
|---------------------|----------|---------|
| 1 - 20,000 | \$1,000 | \$1,000 |
| 20,001 - 200,000 | \$15,000 | \$3,000 |
| 200,001 - 1,000,000 | \$20,000 | \$4,000 |
| > 1,000,000 | \$35,000 | \$7,000 |

City of Sault Ste. Marie

Population: 73, 368 (2016)

| Algoma University Costs | | | | | |
|---|---|---|-----------|-----------|---------|
| Fee Types | | What's Included? | Year 1 | Year 2 | Year 3 |
| School Membership Fees* | | • Algoma University personnel and student engagement with "CityStudio Sault Ste. Marie" | \$1,500 | \$1,500 | \$1,500 |
| | | • Any additional school will be subject to a fee as listed in the "School Membership Fee" table below | - | - | - |
| Cost Types | | Item | Year 1 | Year 2 | Year 3 |
| Operational | New furniture, equipment, software specifically for project | \$50,000 | \$20,000 | \$20,000 | |
| Human resources | Full-time staff - City Studio SSM coordinator | \$70,000 | \$70,000 | \$70,000 | |
| | FEDNOR/NOHFC Intern (anticipated) | \$9500 | \$9500 | \$9500 | |
| Services | Marketing & Advertising | \$5000 | \$5000 | \$5000 | |
| Total Costs | | \$161,500 | \$131,500 | \$131,500 | |
| Total Contribution from Algoma University | | \$424,500 | | | |

* School Membership Fee, Annual Schedule (Population-based):

| Student Population | Annual Fee |
|--------------------|------------|
| 1 - 10,000 | \$1,500 |
| 10,001 - 30,000 | \$2,500 |
| > 30,000 | \$5,000 |

Financing arrangements (e.g., equity, loans, etc.) and funding partners (EDF 4.3.2.)

CityStudio SSM will require one new permanent position (CityStudio SSM Coordinator) and an internship; the latter will likely be funded through the Provincial or Federal government.

In-kind contributions (EDF 4.3.3.)

Algoma University leadership will provide ongoing support for project planning, development including:

| Estimated In-Kind Contribution | Total |
|--|------------------|
| *Salaries | |
| Director of Physical Plant | |
| Coordinator of Physical Plant | |
| Director of IT | |
| Director of Communications | |
| Director of Enrollment | |
| Academic Dean | |
| Faculty Support | |
| Office of the Academic Dean | \$160,000 |
| Technology - Installation support | \$15,000 |
| Technology - Equipment Algoma University has to contribute to the project | \$200,000 |
| Equipment, materials and supplies | \$7,500 |
| Facilitation of stakeholder consultations - Industry and Community | \$2,500 |
| Use of facilities | \$3,500 |
| Total | 388,500 |

*2000 hours at average of \$80 per hour

Balance, Financial Statements, Cash flow projections (historical & projected) (EDF 4.3.4.)

As a university, we recognize that historical and projected financial information is not required; however, financials may be available upon request and protocol as per the Board of Directors, and governance guidelines.

Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc. (EDF 4.3.5.)

In 2017, Algoma University's Board of Governors appointed new leadership to strengthen the financial position and increase enrolment levels at the University. Since then, the University has taken great strides in creating a strong financial presence in the region. As Algoma University has continued to grow, so too have its revenue streams and its recognition as one of Northern Ontario's most reputable post-secondary institutions.

Enrolment levels were on a steady growth trajectory, and the University was seeing a significant improvement in its financial situation after two consecutive years of enrollment growth.

2017/18 = 1107 FTE

2018/19 = 1190 FTE

2019/20 = 2016 FTE

Although two consecutive years of enrolment growth has enabled Algoma University to improve operational stability, the University requires another two years of positive growth in order to ensure long-term sustainability. This was to be accomplished by executing strategies tied to four key institutional priorities:

- Diversifying international enrolment and engaging external partners to actively recruit in international markets;
- Building an Elearning program which includes entering into agreements with strategic partners to implement over 180 courses online to allow for 3 degrees to be delivered solely online;
- Focusing on 3 growth program areas: Computer Science (including App Development, Gaming and Cyber Sciences); Business and Economics (MBA under development), and Health and Environmental Sciences (with specialization in mental health and addictions programming);
- Expanding programming in Brampton

ECONOMIC BENEFITS (EDF 4.4.)

Description of how the project promotes economic growth and diversification (EDF 4.4.1.)

Algoma University promotes economic growth and diversification in Sault Ste. Marie through its direct expenditures and the resulting expenditures of visitors, students, and regional businesses. The University serves as an employer, having employed 196 full-time equivalent employees in the 2017-18 fiscal year, and a buyer of goods and services for its day-to-day and research operations. The University's reputation and activities attract visitors and students from outside of Sault Ste. Marie, whose expenditures benefit regional vendors. In addition, Algoma University is a primary source of post-secondary education to Sault Ste. Marie residents and a supplier of trained workers to regional industries, enhancing overall productivity in the regional workforce.

For the 2017-2018 fiscal year, Algoma University completed an Economic Impact Analysis, which details the economic impact that the university has in the Sault Ste Marie region. The analysis shows that Algoma University's operations, research, visitor, and student spending, together with the enhanced productivity of its alumni, generated \$80.2 million in added income for the Sault Ste. Marie economy. The additional income of \$80.2 million is approximately equal to 2.7% of the region's gross regional product (GRP). For perspective, this impact from the University is larger than the entire Accommodation & Food Services industry in the region. The impact of \$80.2 million is equivalent to supporting 1,106 jobs. For further perspective, this means that one out of every 33 jobs in Sault Ste. Marie is supported by the activities of Algoma University and its students.

The results of this analysis demonstrate that Algoma University creates value from multiple perspectives. The University benefits regional businesses by increasing consumer spending in the region and supplying a steady flow of qualified, trained workers to the workforce. Algoma University enriches the lives of students by raising their lifetime earnings and helping them achieve their individual potential. The University benefits provincial taxpayers through increased tax receipts and reduced demand for government-supported social services. Finally, Algoma University benefits society as a whole in Ontario by creating a more prosperous economy and generating a variety of savings through the improved lifestyles of students.

To provide an example of how a CityStudio Innovation Hub can impact the economic growth and diversification of a city, here are the results from the CityStudio Vancouver Annual Report for the 2018-2019 fiscal year. CityStudio Vancouver has had a total impact of 5,620 students, 790 projects, 251 courses, 320 faculty, 252 city staff, and 153 744 student hours. CityStudio Vancouver is a collaboration between the City of Vancouver, Simon Fraser University (SFU), University of British Columbia (UBC), Langara College, British Columbia Institute of Technology (BCIT), Emily Carr University of Art + Design (ECUAD) and the Native Education College (NEC).

Of the total number of students that participated in CityStudio Vancouver:

- 84% built new and lasting relationships;
- 81% developed their professional skills;
- 80% shifted the way they think about and do things;
- 80% got involved in the community; and
- 35% were offered full-time employment.

As for the city staff that were involved:

- 96% noted that CityStudio made their job more enjoyable;
- 71% shifted the way they think about and do things;
- 88% were helped in advancing city goals and priorities;
- 54% commented that CityStudio made their job easier; and
- 75% of staff intended to participate again.

For faculty members involved:

- 89% noted that CityStudio made their job more enjoyable;
- 69% shifted the way they think about and do things;
- 72% had improved pedagogy;
- 50% commented that CityStudio made their job easier; and
- 69% of faculty members intend to participate again.

Overall, 84% of participants believe that CityStudio is making Vancouver more liveable, sustainable and joyful.

Each year, Algoma University welcomes numerous international students from around the world. For the 2019-2020 fiscal year, Algoma University welcomed over 800 international students. These students enrich the academic fabric of the institution and provide local students with a glimpse of other cultures and ways of thinking. Students from India,

Bangladesh, China, Japan, Saudi Arabia, and a host of over 50 other countries have studied in Sault Ste. Marie and many have enjoyed the small university environment where they form close bonds with faculty, staff, and other students. International students bring diversity to the community, and, increasingly, these students seek to remain in the community upon graduation further contributing to Sault Ste. Marie's entrepreneurial activity through an ever-expanding highly skilled workforce and the emerging cross-cultural dynamic in the region.

Algoma University, in partnership with Shingwauk Kinoomaage Gamig (SKG) and other Indigenous stakeholder groups, has a distinct Special Mission to cultivate cross-cultural learning between Indigenous (First Nations, Métis, and Inuit) communities and other communities in Northern Ontario. A full 5% of our students self-identify as Indigenous, and another 58.6% come from outside of Canada, making Algoma University one of the most diverse small campuses in Ontario.

The City of SSM's Economic Growth and Diversity Plan involves many priorities that would benefit from a partnership with Algoma University, including making SSM a place for students (revitalizing downtown through live music, public art, etc.); retaining, recruiting and repatriating students; providing more co-op and internship opportunities for students; working with universities to improve public transit (free passes, effective routes, etc.); working with universities and local businesses to establish and support clustering; encouraging partnerships with Indigenous tourism; and more.

The City of SSM's mission, in regards to economic growth and diversification, is to have the community be recognized as a smart, growing, high quality-of-life community that is the home of dynamic industrial sectors, life-enhancing research and progressive post-secondary institutions. As a result, the community will attract talent and capital and will support a strong entrepreneurial ecosystem.

Projected job creation (EDF 4.4.2.)

Given the priority placed on experiential learning and the associated partnership development opportunities that will emerge with regional employers, over time, this initiative will generate hundreds of additional student work-study, co-op and internship opportunities. Specifically, we anticipate leveraging wage subsidy programs such as the Federal Student Work Placement Program for students completing co-op placements. At a minimum, we anticipate the following jobs will be created over the next 3 years as a direct result of the initiative:

- One full-time permanent CityStudio SSM Coordinator
- One full-time CityStudio SSM Intern (internship for a new graduate)
- Per academic year, two to four full-time, four-month co-op work terms (student positions)

Potential for tax assessment increase (EDF 4.4.3.)

Not applicable

Other economic and community benefits (EDF 4.4.4.)

With a total workforce of approximately 250 individuals (including full- and part-time faculty, staff, and administration), the employee base at Algoma University provides a significant impact on both the economy and quality of life in Sault Ste. Marie. Total payroll for 2019-20 equated to approximately \$23.4. million. This equates to considerable spending power within the community, especially when combined with the spending power of university students.

The economic impact that Algoma University has on the local region should not be undervalued. In December 2019,

a study was completed on the economic value of Algoma University to Sault Ste Marie. This study measures the economic impacts created by Algoma University on the business community and the benefits that the University generates in return for the investments made by its key stakeholder groups—students, taxpayers, and society.

The findings of the study showed that Algoma University influences both the lives of its students and the regional economy. The University supports a variety of industries in Sault Ste. Marie, serves regional businesses and benefits the provincial government through increased tax revenues and public sector savings. The benefits created by Algoma University even extend to society as a whole in Ontario, which benefits from an expanded economy and improved quality of life. The study showed that as one of the largest employers in the region, Algoma University's Sault Ste. Marie campus contributed an economic impact of \$80.2 million annually to the Algoma Region in the 2017-2018 fiscal year.(To view the report see Appendix C).

When trying to attract potential employers to the community, it is critical to have a highly educated and sustainable talent pool to support workforce demand. Efforts to ensure identified demographic challenges by growing the highly educated workforce are critical to long-term growth in Sault Ste. Marie and the surrounding region (see [FutureSSM](#) report). A recent example is the city's effort to attract the [NorOnt Resources Ferrochrome](#) processing facility plant and a range of high tech start-ups. CityStudio SSM will contribute student hours, faculty expertise, and city-approved projects for local business and industry. Having a CityStudio Innovation Hub that can offer students hands-on experience within City Hall and the community will contribute to the development of a highly-skilled workforce.

Algoma University is building human capital and educating the city's future workforce in a way that will help to ensure long-term sustainability and new business development.

COMMUNITY BENEFITS (EDF 4.5.)

How the project complements other local initiatives (EDF 4.5.1.)

The [FutureSSM](#) report, issued in 2017 by the Community Adjustment Committee (CAC) established a multi-functional plan for the broader Sault Ste. Marie community to use to 'support the city's future economic resilience'. The CAC's findings reinforce a number of difficult realities faced within our community including a stagnant economy, current and long-term demographic challenges, and educational metrics that fall below 'acceptable standards'. The development of a CityStudio Innovation Hub in SSM addresses these identified challenges head-on.

Enrolment growth not only generates additional direct spending in the community, but it also helps develop and expand a highly-skilled workforce that attracts new business investment and entrepreneurial start-up activity which will help promote economic diversification within the region. In a post-COVID economy, CityStudio SSM has the potential to lead the way in establishing innovative practices as the community recovers from the social and economic losses.

As noted earlier, the development of a sustainable pool of highly-knowledgeable workers is critical to new business investment in the Sault Ste. Marie community. This is reflected in a statement in the [Council of Ontario Universities' 2017 Pre-Budget Submission](#): 'The continued global transition to a knowledge-based economy, combined with the demographic shift towards an ageing population, point to increasing demands for highly skilled people and the new ideas they bring to help Ontario thrive.'

The Future SSM Report presents Four (4) Pillars and Eight (8) Overarching Goals:

PILLARS

1. Economic Growth & Diversity

Select Recommendations from the Executive Summary:

EGD-01: Grow from Within – ‘enhancing the entrepreneurial ecosystem across the community’

CityStudio will inspire entrepreneurial thinking and expertise among its students, providing them not only with the skills, but also the support and encouragement to succeed with new business ventures.

EGD-02: Post-Secondary Education – ‘establish new programs; attract students from outside the community’

Growth is occurring at all three campuses and, to date, the University has registered over 800 new students. Although an increase in international students is driving growth, Algoma’s first-year domestic class is double the size of last year’s domestic intake. India is the country of origin for the largest percentage of Algoma’s International student population, however, the University’s continued efforts to diversify are paying dividends with the current student body representing 53 countries from around the world. CityStudio programming will increase the University’s profile and attract even more students from outside the community. (To view Algoma University’s Strategic Plan please see Appendix D)

EGD-04: Information Technology – ‘establish programs in emerging areas such as blockchain, artificial intelligence, and 3D printing’

A CityStudio partnership can foster a relationship between Algoma University students and faculty, the City of SSM and local tech companies to teach these skills & knowledge sets to students, which leads to projects and future programs. Algoma University currently has programs like Computer Science, Engineering, and Geography that teach students the basics of these skill sets and knowledge.

EGD-11: Research – ‘establish research clusters to focus on emerging areas within health care, energy, food/agriculture, and IT’

In such an interconnected and multidisciplinary environment, Algoma University students will be poised to engage with these new research clusters – both directly, and as critical support elements.

2. Social Equity

SE-02: ‘Strengthen the relationship with Indigenous peoples and communities’

As stated in this application, the University has a partnership with Shingwauk Kinoomaage Gamig, with a Special Mission to cultivate cross-cultural learning between Indigenous populations and other communities. The CityStudio initiative is poised to offer functional engagement opportunities with Indigenous peoples both by involving Indigenous students in collective problem solving and by reaching out to nearby Indigenous communities for questions, issues or problems to find collective and inclusive solutions for.

3. Cultural Vitality

First and foremost, it is expected that an expanded number of Indigenous students will enrol in at the University, and with plans to significantly increase overall enrolment, this will mean more Indigenous students living and studying in Sault Ste. Marie. Secondly, with students coming to Sault Ste. Marie from more than 50 countries and currently making up over half of the student body, it is anticipated that more international students will choose to study in Sault Ste. Marie, make the community their post-education home, adding to the cultural diversity and vitality of the community.

4. Environmental Sustainability

‘SSM will be recognized as a leader in Environmental Sustainability and Alternative Energy’. A CityStudio partnership can foster a relationship between Algoma University students and faculty, the City of SSM and local environmental

companies to orchestrate projects that make SSM a greener city. Students in Algoma University programs like Environmental Science, Biology, and Geography will participate in group challenge courses through CityStudio to contribute to the solution of present and future local and regional environmental problems and challenges.

RELEVANT OVERARCHING GOALS

1. Promote our community

Algoma University is constantly promoting the SSM community to potential students, especially at the yearly Ontario Universities' Fair (OUF), highlighting the quality of life available in Sault Ste. Marie.

2. Refocus economic and community development

Graduates of the Business Administration and/or Economics programs at Algoma University will be armed with dynamic knowledge and resources in the fields of economic development and will reinvest what they have learned into new growth for Sault Ste. Marie.

3. Build our labour force

Algoma University will not only release its own graduates into the community but will also provide training and development opportunities in partnership with area businesses to help satisfy the ongoing need for employees.

4. Grow our post-secondary institutions

Algoma University has plans to reach the long term enrolment target of 3000 Full-Time Equivalent (FTE) students by 2023-24, and CityStudio will complement many of the academic programs already offered at Algoma University.

5. Invite immigration and welcome newcomers

With virtually a quarter of Algoma University's students currently from outside the country, international enrolment is fully expected to increase in the coming years, welcoming even more new immigrants to our community. India is the country of origin for the largest percentage of Algoma's international student population, however, the University's continued efforts to diversify are paying dividends with the current student body representing 53 countries from around the world.

6. Advance Indigenous relationships

In addition to Algoma University offering high-level undergraduate studies, the Certified Aboriginal Financial Manager (CAFM) and other specialized business training opportunities will help ensure workforce readiness, and encourage the pursuit of new employment opportunities within Sault Ste. Marie, their home community, or abroad.

Impact on the community as a whole (EDF 4.5.2.)

CityStudio SSM will have clear and measurable positive impacts on the community, as well as less tangible but equally beneficial impacts.

- Increased likelihood of rapid post-pandemic recovery spurred by innovative ideas and youth engagement in solving community challenges

- Increased enrolment will result in true sustainability for Algoma University, and when combined with all of the spin-off benefits and expenditures, Algoma University will be contributing millions of dollars towards our local economy
- Our valued youth will have more diverse learning opportunities, better enabling them to help our community grow and excel in their careers wherever they may be
- Community capacity will grow through the development of new training opportunities for industry, government, and small business
- Community businesses will have access to a larger and more skilled local talent pool to fulfil their staffing needs
- Our relationship will continue to move forward with our Indigenous students and community members, positively working towards greater understanding, respect, and reconciliation
- Our city's cultural landscape will be further diversified as we welcome students and families from around the world wishing to study at Algoma University and start new lives in our community
- Growing enrolment increases overall tourism spending and support for small businesses which will be critical to their survival post-pandemic

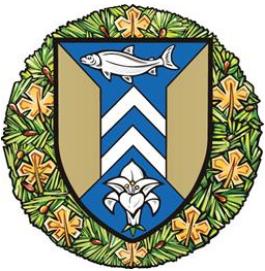
APPENDICES

Appendix A – Letters of Support (Chamber of Commerce, NORDIK, SSM Innovation Centre, CDC)

Appendix B – City Studio Summary

Appendix C - Algoma University Economic Value Report (Executive Summary)

Appendix D- Algoma University Strategic Plan - 2016-202



The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO

DEPARTMENT: Community Development and Enterprise Services

RE: Environmental Sustainability Committee – Terms of Reference

PURPOSE

The purpose of this report is to seek council approval to establish an Environmental Sustainability Committee (ESC) to replace the Municipal Environmental Initiatives Committee (Green Committee) and approve the new Terms of Reference.

BACKGROUND

The City of Sault Ste. Marie's (the City) Green Committee was established in 2007. The Green Committee's primary responsibilities included reporting on the Municipality's current environmental activities and the future plans to reduce carbon dioxide (CO₂) emissions from Municipal operations. The Green Committee has been involved in many environmental initiatives since its inception, specifically relating to fleet management (e.g. Idle Free Sault Ste. Marie), waste management (e.g. recycling, waste diversion), municipal operations (e.g. energy efficiency retrofits) and public awareness (e.g. Yellow Fish Road).

In 2017, the City approved the Community Adjustment Committee (AC) report *A Common Cause and New Direction for Sault Ste. Marie* (FutureSSM report), which recommended taking a four pillar approach towards community development including, Cultural Vitality, Economic Growth & Diversity, Environmental Sustainability and Social Equity.

To support the Environmental Sustainability pillar, in February of 2019, the City received funding from the Federation of Canadian Municipalities (FCM) Municipal Climate Innovation Program (MCIP) to increase capacity to reduce community GHG emissions. FutureSSM was tasked with implementing and building on recommendations in the CAC report, including creating a community GHG emissions inventory to help plan and implement municipal climate change priorities.

At the June 17, 2020 Green Committee meeting it was discussed that the Terms of Reference had not been updated since the inception of the committee (2007), and should be revised to be more inclusive of input from other organizations in the community. This would better reflect the City's plan to take a community development approach towards environmental sustainability projects, as outlined in the FutureSSM report. The committee changes would also allow for it to include participation from other organizations and work together towards community environmental sustainability action.

The Green Committee members were also advised at the June 17, 2020 meeting, of the transition of the Community Development Fund (CDF) to support the four pillars of the FutureSSM report, which will include financially supporting environmental sustainability projects in the community. The revised committee will support collaboration and advance projects that relate to the protection and enhancement of community environmental sustainability. This will continue to include reporting on the City's progress towards sustainability, but will also encourage implementing projects that support community environmental efforts as well.

On October 28, 2020, the Green Committee met to review the revised Terms of Reference for the new Environmental Sustainability Committee. The following motion was passed:

Moved by: Councillor Luke Dufour

Seconded by: Councillor Matthew Scott

"Resolved that the Green Committee approve the recommendations to approve the Terms of Reference for the Environmental Sustainability Committee."

CARRIED

ANALYSIS

Since June 2019, FutureSSM has been working on supporting the Environmental Sustainability pillar of the community. Specifically, this included the development of a community and corporate greenhouse gas (GHG) emissions inventory and reduction plan. The GHG reduction plan, once completed will recommend actions to help the community reach a GHG emission reduction target, specifically in the energy and buildings, transportation and waste sectors. It will also focus on opportunities associated to Green Space, Economic Development and Municipal Leadership. In order to progress with implementation, the GHG reduction plan recommends community collaboration to advance projects that relate to the protection and enhancement of local environmental sustainability.

The plan also recognizes the shared responsibility for making emissions reductions by both corporate and community operations. The proposed revision of the Green Committee to become the Environmental Sustainability Committee

(ESC) will continue to report on the City's progress concerning corporate energy management and GHG emissions reduction, and environmental initiatives within municipal operations. It will also use an inclusive community based approach to recommending project priorities that relate to lowering the community's emissions and preserving the natural environment. The ESC will oversee the implementation of the community and corporate GHG reduction plan, including reporting on progress annually.

The revised committee will also review and recommend funding recommendations with the \$50,000 originally allocated under the Green Committee, which will now be used under the environmental sustainability pillar of the Community Development Fund (CDF). This fund would be open to local community based non-profits and City departments and applications will be accepted on a rolling basis. This transition of the Green Committee will require a different model of the committee and its members.

The Terms of Reference for the Environmental Sustainability Committee presented for approval by council resolution are included in Appendix A.

The key changes being proposed are summarized below:

1. Changing the name from the Municipal Environmental Initiatives Committee (Green Committee) to Environmental Sustainability Committee.
2. Making a limit of committee members to eight (8) members (a decrease from the approximately twenty-five (25), mainly City members on the Green Committee).
3. The meetings frequency will increase to every two months for the first year and then quarterly once the committee is established.
4. The new terms of reference include responsibility for reviewing and recommending funding applications to the Community Development Fund for Environmental Sustainability projects.

In addition, the committee will assist in formulating and recommending environmental and sustainability policies, plans and practices, and making recommendations for continuous improvement. It will also support local initiatives that promote environmental sustainability and conservation of the local natural environment and ecosystems. This will include creating and highlight opportunities for the public to learn about and advocate for Climate Change mitigation in Sault Ste. Marie.

FINANCIAL IMPLICATIONS

The Environmental Sustainability Committee will recommend funding community environmental sustainability projects and will have an annual budget of \$50,000. This budget was originally allocated under the Green Committee and will now be

used under the environmental sustainability pillar of the Community Development Fund (CDF).

STRATEGIC PLAN / POLICY IMPACT

The City of Sault Ste. Marie Corporate Strategic Plan outlines environmental stewardship as a value to ensure that we use resources wisely to maintain and create a sustainable city for future generations. The plan also identifies infrastructure and quality of life as strategic focus areas.

The FutureSSM community development strategy includes Environmental Sustainability as one of the four pillars of community development.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO dated 2020 11 30 concerning the Environmental Sustainability Committee – Terms of Reference be received and that Council establish a new Environmental Sustainability Committee to replace the Municipal Environmental Initiatives (Green Committee) Committee and the new Terms of Reference be approved.

Respectfully submitted,



Tom Vair
Deputy CAO
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ENVIRONMENTAL SUSTAINABILITY COMMITTEE

TERMS OF REFERENCE

1.0 Background

In 2007, following a council resolution, the City of Sault Ste. Marie (the City) Municipal Environmental Initiatives Committee (Green Committee) was formed to report on the Municipality's current environmental activities and the future plan to reduce carbon dioxide (CO₂) emission from Municipal operations. The Green Committee has been involved in many environmental initiatives, specifically relating to fleet management (e.g. Idle Free Sault Ste. Marie), waste management (e.g. recycling, waste diversion), municipal operations (e.g. energy efficiency retrofits) and public awareness (e.g. Yellow Fish Road).

In early 2019, the City of Sault Ste. Marie (the City) received funding from the Federation of Canadian Municipalities (FCM) under the Municipalities for Climate Innovation Program (MCIP) to increase capacity to reduce community greenhouse gas (GHG) emissions. This funding aligns with the community development pillar of Environmental Sustainability, which was identified as one of the four strategic priorities in the Community Adjustment Committee (CAC) report, *A Common Cause and New Direction for Sault Ste. Marie (Community Adjustment Committee. 2017)*. FutureSSM was tasked with implementing and building on recommendations in the CAC report, including creating a community GHG emissions inventory and reduction plan to help implement community climate change priorities.

In late 2019, the Green Committee Council members discussed a revision of the Terms of Reference and a transition of Green Committee funds to the Community Development Fund (CDF) to support the four pillars of the Community Development Strategy, which will include funding for community environmental and sustainability projects.

2.0 City of Sault Ste. Marie Environmental Sustainability Committee

- 2.1 An advisory committee to be known as the "**Environmental Sustainability Committee**" or ESC: hereafter referenced to as the "Committee" is established as a Municipal Committee in accordance with the Municipal Act, 2001.
- 2.2 The ESC is a Committee of Council and as such, is subject to the City of Sault Ste. Marie's procedure by-law.

3.0 Purpose

- 3.1 The Committee will use an inclusive community based approach to support projects that relate to environmental sustainability.
- 3.2 The Committee will also oversee the review and implementation of the Sault Ste. Marie GHG reduction plan to advance climate change action across the community. They will follow

the FCM ‘Partners for Climate Protection’ (PCP) Program five-milestone framework which includes:

1. Creating a baseline emissions inventory and forecast;
2. Setting emissions reduction targets;
3. Developing a local action plan;
4. Implementing the local action plan, and
5. Monitoring progress and reporting results.

4.0 Responsibilities

4.1 The Committee has been established to support collaboration and advance projects as they relate to the protection and enhancement of community environmental sustainability, specifically:

- I. Recommend project priorities and assist in the review and implementation of the community and corporate greenhouse gas (GHG) reduction plan, including reporting on progress annually;
- II. Report on the City’s progress regarding energy management, GHG emissions reduction and environmental initiatives within municipal operations;
- III. Assist in formulating and recommending environmental and sustainability policies, plans and practices, and making recommendations for continuous improvement;
- IV. Review and recommend funding applications to the Community Development Fund for Environmental Sustainability projects;
- V. Support local initiatives that promote environmental sustainability and conservation of the local natural environment and ecosystems;
- VI. Develop a list of priorities which support environmental sustainability for Council consideration as part of the annual budget cycle;
- VII. Create and highlight opportunities for the general public to learn about and advocate for Climate Change mitigation in Sault Ste. Marie as well as encouraging activities and outreach in environmental matters, specifically educational programs.

5.0 Membership

5.1 The Committee will consist of a maximum of eight (8), members who will be appointed by Council Resolution, each of whom will be a person qualified to be elected or to hold office as a member of Council. City staff will serve as resources for the Committee.

- Up to one (1) member may be a Council member.

- Up to seven members from the community to provide diverse input and community involvement (e.g., First Nations, utility providers, business, health, science, non-profit and industrial sectors)

6.0 Governance

6.1 At its first meeting in each calendar year, a Chair and Vice-Chair will be selected by the Committee.

6.2 The Chair will preside over each meeting, ensuring the rules of procedure are followed in the City's Procedure By-law.

6.3 The Chair will assist the staff resource in identifying items for the meeting agenda and liaise with Committee members as required.

6.4 The Vice-Chair, in the absence of the Chair, will be responsible for convening and conducting meetings.

7.0 Term of Appointment

7.1 With the exception of appointments to the first Committee, the Council member(s) will have a term subject to the Municipal Procedure By-Law but in any event will not extend past the end of the term of office of the appointing Council.

7.2 For the purposes of continuity, the non-council members will have a term equal to the term of the appointing Council, unless the Committee rules otherwise on a case by case basis.

8.0 Meetings

8.1 Meetings will be held bi-monthly, or on an as-needed basis for the first year and then quarterly after that on a date and time agreed upon by the Committee.

8.2 The rules of procedures of the City of Sault Ste. Marie Procedure By-law will govern the meetings proceedings the Committee.

8.3 Meetings will take place at City Hall (99 Foster Drive), or remotely as required.

9.0 General Administration

10.1 Any responsibilities not clearly identified within these Terms of Reference will be the responsibility of the City of Sault Ste. Marie. Council may, at its discretion, change the Terms of Reference for this Committee at any time. Any changes proposed to these Terms of Reference by the Committee will be recommended to Council via the appropriate staff person through a report to Council.

10.0 Open Meetings

10.1 All meetings of the Committee will be open to the public except where a meeting may be closed to the public by the Municipal Act; or applicable legislation.

10.2 A person may be expelled from a meeting for improper conduct at a meeting.

11.0 Minutes

11.1 A staff resource from the City will provide minute taking for the Committee.

11.2 The Committee will keep minutes of its meetings. The minutes will be posted on the municipal website where every member of the Committee, Public and Council may have access.

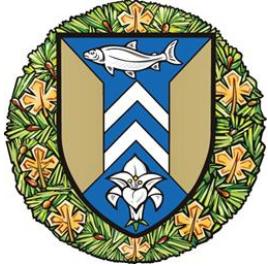
11.3 Minutes of open meetings of the Committee are public documents. The Committee will report annually via progress updates to City Council.

12.0 Quorum

12.1 A majority of members of the Committee constitutes quorum.

13.0 Voting

As stated in the procedure by-law.



The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

TO: **Mayor Christian Provenzano and Members of City Council**
AUTHOR: **Brent Lamming, Director of Community Services**
DEPARTMENT: **Community Development and Enterprise Services**
RE: **CNIB Transit Accessibility Pilot**

PURPOSE

This report has been prepared to seek Council's approval to issue a request for proposal to provide Accessible Wayfinding for individuals that are visually impaired for a one (1) year trial pilot.

BACKGROUND

City Staff have been working closely with local and regional Canadian National Institute for the Blind (CNIB) representatives to identify ways to provide accessible navigation and wayfinding innovation for seamless and informed travel on Sault Ste. Marie Transit (SSM).

ANALYSIS

This pilot will provide improved service to Transit clients who are visually impaired. An accessible wayfinding pilot will be designed and deployed for the bus stops between Dennis Street bus terminal and the local CNIB office at 727 North Street as well as service to both Sault College and Algoma University. The solution brings new capabilities to transit services and navigation information for all passengers.

The local Accessibility Committee has been engaged in the process and has provided a letter of support (Appendix A) for this initiative.

Pilot Scope

Proponents to provide a high impact pilot solution that not only transforms what it is like to travel with a disability but one that has the ability to respond to other conditions affecting pedestrian movement such as planned interruptions to service, bus stop relocations, and other changes to the built environment.

The proposal will outline the virtual deployment of **Custom Location Service (CLS)** points along the route to audibly identify bus stops, route service, and the locations of the CNIB and bus depot sites. Essentially, a blind or partially sighted

person can find their way to the desired platform or bus to arrive at the right place and time.

Impact

Modelling and embedding innovative accessibility in transit will bring new capability for SSM riders, who have vision loss, and:

- Signals world class service – Sault Ste. Marie as an early adopter of innovative technology.
- Attracts more riders – a recent Rick Hanson survey of the general population indicated that over 50% of respondents would choose not to visit locations not deemed accessible.
- Enriches diversity and engagement - the proposed deployment technology has the ability to deliver messaging in multiple languages and focused audience channels. Capabilities inherent in the system can also help a diversity of abilities, such as language cognition.
- Deepens immersion - the navigation system, while focused on wayfinding through environment orientation, also delivers layered capacity to access comprehensive SSM information.
- Has ease of access – there is no cost to a rider to use the system.
- Is designed for relevant and responsive messaging to anticipate critical navigation decision points.
- Reduces demand for Para bus services by opening access to mainstream transit.
- Enables agile and expedient communications – the system is real-time programmable (on G-sheets) to change messaging to advise riders on space reconfiguration, hazards, modification to stop locations and schedules, redirected routes and other changes to the built environment.
- Demonstrates accessibility leadership as a CNIB partner – Recognition as a navigation system innovation leader within the sector.

Accessible Wayfinding

It can be daunting for a person with sight loss to leave the safety of their home and travel in the community on their own. At the same time, the ability to travel is key to independence, education, employment, and emotional well-being.

Accessible wayfinding Apps describe important contextual information, like environment, points of interest and street intersections as you travel. They can also interface directly with available data sources to provide real-time information on key services like transit. The app uses algorithms to convey this information in a way that is accessible and optimized for people with sight loss. Integrating accessible wayfinding solutions on the local transit network would significantly decrease the challenge, stress and anxiety faced by people with sight loss navigating independently around Sault Ste. Marie.

Solution

Technology can level the playing field for people who are blind or partially sighted, but only when it is accessible, available, and affordable. The customized integration of an “APP” within a Sault Ste. Marie Transit pilot route from the Dennis Street bus terminal to the local CNIB office and back would provide the following essential services:

Identification of Bus Stop Locations

Integrate up to a maximum of 141 bus stops using the North St Route #6/Sault College Route #4/Steelton Second Line Route #7/Community Bus Route as “Points of Interest” allowing users to search and navigate towards them, while simultaneously integrating geo-location services, ensuring that users can safely locate their desired bus stop. This means that customers will no longer need to memorize a bus stop location beforehand or miss the bus by standing at the wrong location.

Introduce Specific Targeted Messages:

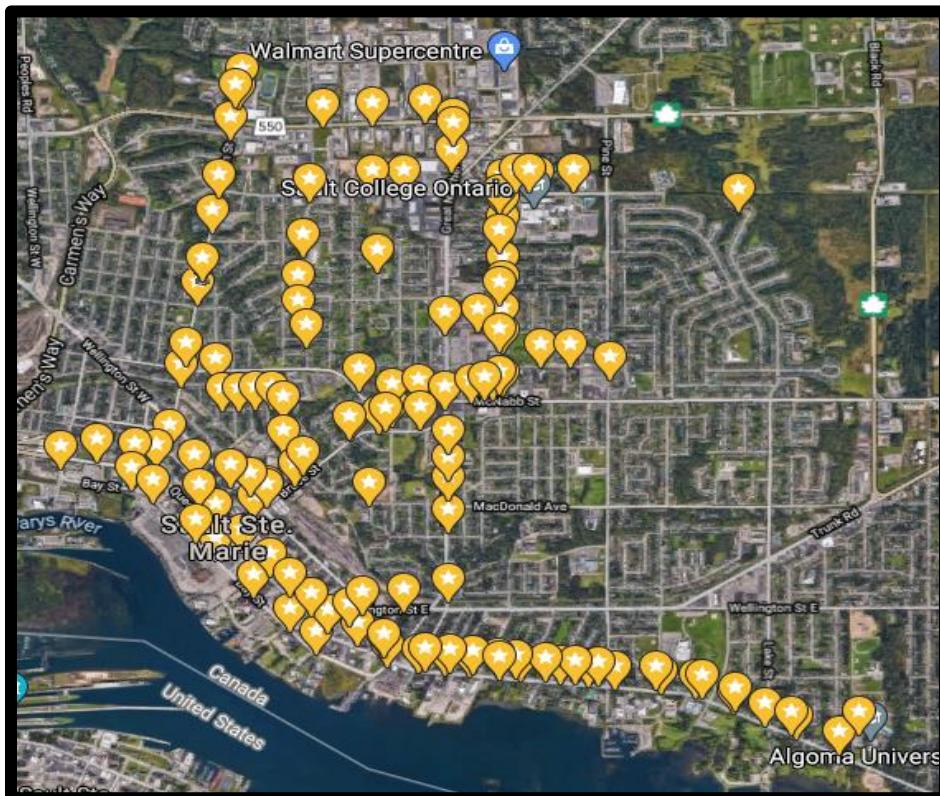
These messages will describe the immediate vicinity around the stop, such as information about tactile markings or tripping hazards. It can also help the individual identify whether the stop has seating or a bus shelter, meaning that customers can easily orient themselves at their stop, helping mitigate safety risks and improving their overall experience.

Pilot Details:

Dennis St. Terminal to CNIB (North St Route #6)/Sault College Route #4/Steelton Second Line Route #7/Community Bus Route:

This includes the sites/bus stop sites along the Community bus route and the Steelton Second Line route to Algoma University. The total number of CLS points required to cover the sites included in these routes would not exceed 141.

Figure 1: Bus stop sites included in Pilot from Dennis St. terminal to Sault College and the local CNIB office, Steelton Second Line Route, and the Community Bus Route.



An example of Accessible Wayfinding for individuals that are visually impaired can be found in Appendix B attached.

Staff are recommending the pilot as this is an excellent opportunity to provide Transit service to individuals who are visually impaired and enhance the Cities current service offering.

FINANCIAL IMPLICATIONS

The pilot cost is anticipated to be under \$7,000 and can be accommodated within the existing operating budget.

STRATEGIC PLAN / POLICY IMPACT

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

- Under Community Development and Partnerships, this demonstrates our commitment to developing partnerships with our key stakeholders.
- Furthermore it aligns with the value of commitment to our citizens and community where we will work together to provide inclusive and accessible services to our diverse community. We will strive to improve productivity and achieve excellence in customer service.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2020 11 30 be accepted and that Council approve staff to move forward with issuing a request for proposal to provide Accessible Wayfinding Transit service for a one (1) year pilot.

A related by-law and agreement will be brought back to Council for approval.

At the end of the pilot, an update will be provided to Council. If deemed successful an RFP will be issued for a three (3) year term with the option to extend for two (2) additional one (1) year terms upon mutual agreement.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
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APPENDIX A



November 9, 2020

Re: Transit Wayfinding Project

Sault Ste Marie City Council,

The Accessibility Advisory Committee's (AAC) duty to advise council on matters of accessibility and vision to promote and facilitate a barrier free Sault Ste Marie for citizens of all abilities has lead us to providing this letter of support.

The AAC is pleased to support the City of Sault Ste. Marie's Community Development and Enterprise Services Department – Transit Division in their planned participation in this CNIB pilot project. Removing this barrier for persons with vision disabilities will allow for independent transportation within the community.

Preventing, recognizing and removing barriers in our community is fundamental to our City becoming more inclusive to persons with disabilities.

If you require any additional information, please contact me Denise Elliott at
deniseelliott92@sympatico.ca

Sincerely,

Denise Elliott

Denise Elliott
Chair, Accessibility Advisory Committee
City of Sault Ste. Marie

APPENDIX B

Example of Accessible Wayfinding for individuals that are visually impaired

Example CLS Locations:

Figure 1: Dennis St. Bus Terminal



Figure 2: Stop ID: NS 11 Message

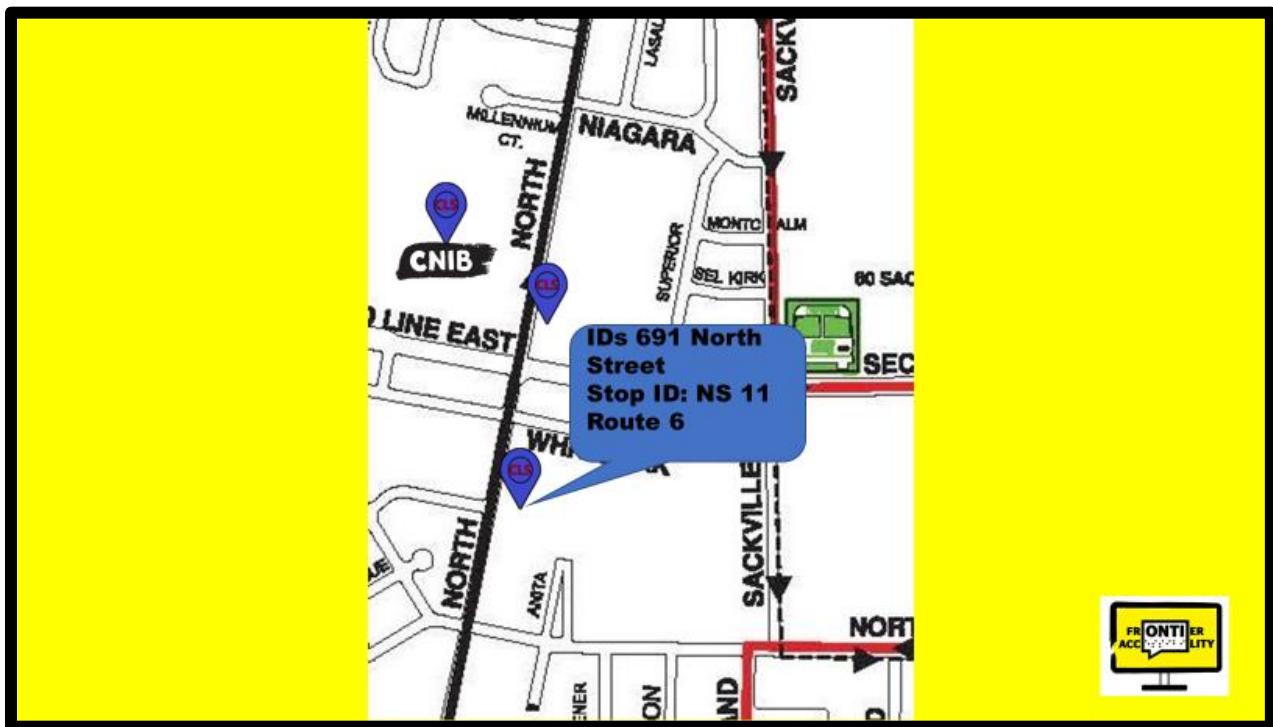


Figure 3: Stop ID NS 12 MeMessage

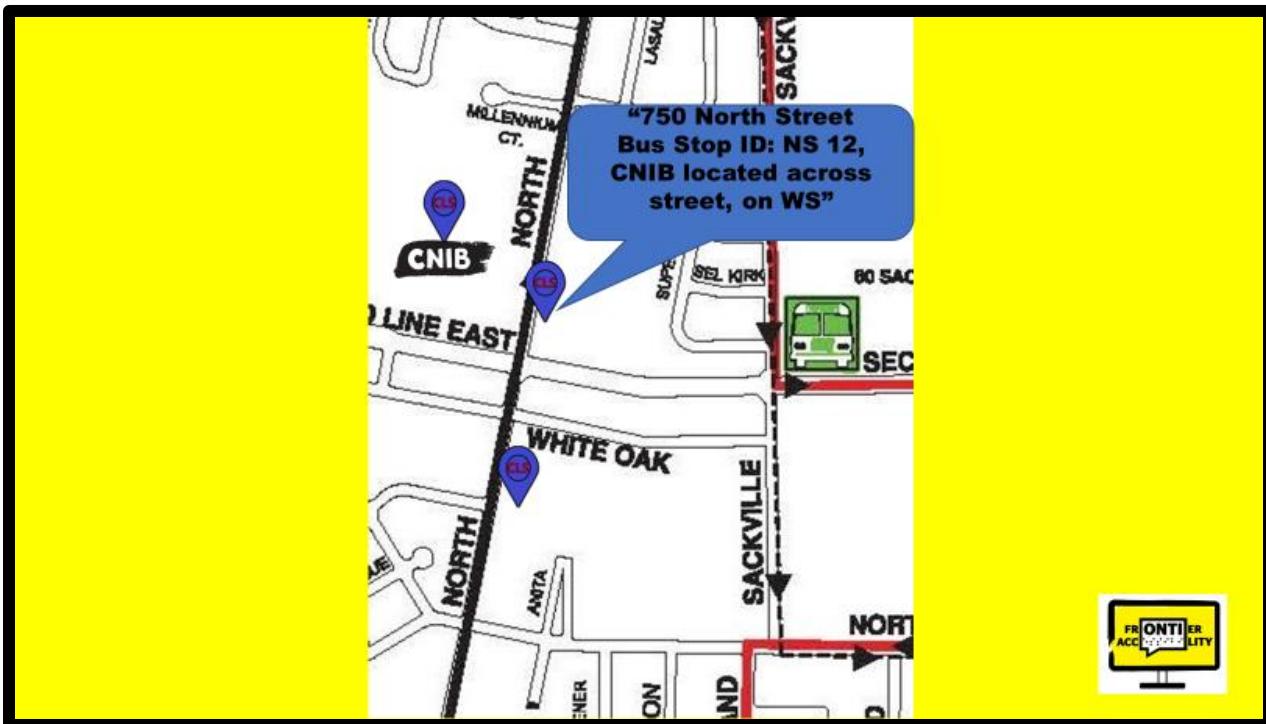
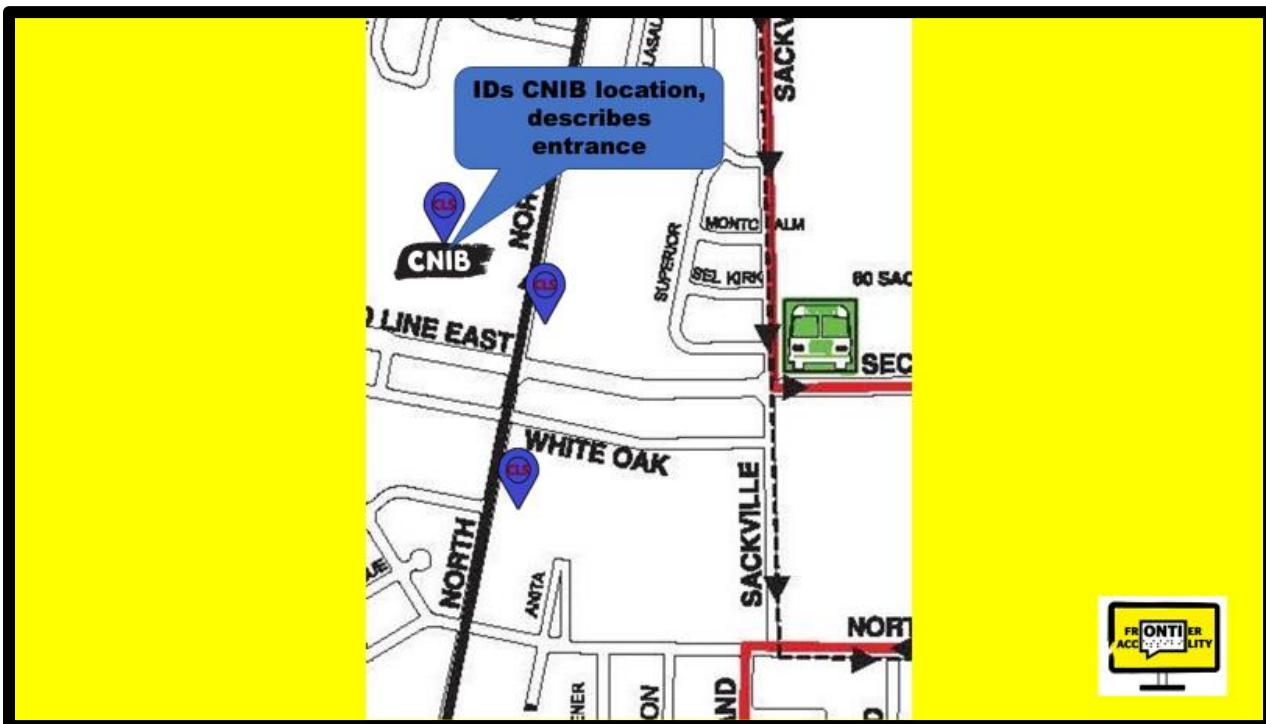
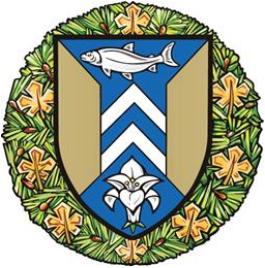


Figure 4: CNIB Location Message





The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Luxury Suite Lease Amendment Agreement

PURPOSE

To seek Council's approval to reduce the annual luxury suite payments on a prorated basis at the GFL Memorial Gardens due to a shortened 2020-21 Ontario Hockey League (OHL) season. An amending agreement and by-law appear elsewhere on the Council agenda for approval.

BACKGROUND

The City of Sault Ste. Marie was advised on Monday November 2, 2020 of the OHL Return to play protocol. Staff are working through enhanced requirements from a facility standpoint in anticipation of the revised season start date of February 4, 2020.

The regular season schedule will be reduced to 40 games and only eight of the 20 teams (four per conference) will qualify for the playoffs. Training camp is targeted for Jan. 23, 2020 and exhibition games would be held the following weekend.

In a regular season, there are 34 home games and the new proposal will see 20 home games representing a reduction of 14 games for the season.

A number of luxury suite holders have been in contact with staff with regards to payments owed resulting from this change.

ANALYSIS

Staff have been in contact with other Municipal Venues across the province and a number of them are taking a prorated approach. We are recommending a similar approach as follows.

Luxury Suite Lease Amendment Agreement

2020 11 30

Page 2.

| LUXURY SUITE PAYMENT SCHEDULE | | | 2020-21 Season | | | **NOTE AMOUNTS ARE BEFORE TAX | | |
|-------------------------------|---------|---------------------|-------------------|---------------------------------------|--------------------|-------------------------------|--|--|
| Name | Suite # | Fee | Paid | Pro Rated Per Game (20 Home Games) | Difference | | | |
| Algoma Industrial Ltd. | 2 | \$10,941.02 | | \$ 6,435.89 | \$4,505.13 | | | |
| Barzan Dentistry | 9 | \$10,941.02 | Post Dated Cheque | \$ 6,435.89 | \$4,505.13 | | | |
| BDO Canada | 4 | \$13,729.91 | | \$ 8,076.42 | \$5,653.49 | | | |
| Eazy Express | 11 | \$10,941.02 | Paid in Full | \$ 6,435.89 | \$4,505.13 | | | |
| Floreani Dentistry | 8 | \$10,941.02 | | \$ 6,435.89 | \$4,505.13 | | | |
| Hollywood Cambrian Mall | 10 | \$10,941.02 | | \$ 6,435.89 | \$4,505.13 | | | |
| Lucidia Ltd. | 7 | \$10,941.02 | | \$ 6,435.89 | \$4,505.13 | | | |
| Lukenda Holdings Inc. | 1 | \$10,941.02 | | \$ 6,435.89 | \$4,505.13 | | | |
| McDougall Energy Inc. | 13 | \$12,335.46 | Paid in Full | \$ 7,256.15 | \$5,079.31 | | | |
| Power Fuel & Lubri | 3 | \$10,941.02 | Post Dated Cheque | \$ 6,435.89 | \$4,505.13 | | | |
| SSM Dutyfree Shop | 5 | \$13,729.91 | | \$ 8,076.42 | \$5,653.49 | | | |
| Wishart Law Firm | 12 | \$12,335.46 | | \$ 7,256.15 | \$5,079.31 | | | |
| TOTALS | | \$139,658.90 | | \$82,152.29 | \$57,506.61 | Reduction | | |

Some Suite holders have made payments as per the lease agreement in place. Staff are recommending the City provide refunds for the difference identified above and new amounts be paid as proposed for those individuals that require payment.

Staff are also recommending a new payment deadline of January 15, 2021 be implemented. Should there be any further extension to the start date of the season or if it is further shortened staff are requesting that the same methodology be applied with respect to prorated payments.

FINANCIAL IMPLICATIONS

The financial impact resulting from this change amounts to \$57,506.61.

STRATEGIC PLAN / POLICY IMPACT

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens. We will work together to provide inclusive and accessible services to our diverse community.
- Under Community Development and Partnerships, this demonstrates our commitment to developing partnerships with our key stakeholders.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2020 11 30 be received.

Furthermore, that Council approve the following.

Luxury Suite Lease Amendment Agreement

2020 11 30

Page 3.

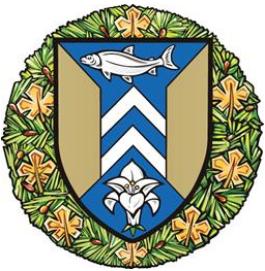
- Reduced payments for the luxury suites for the 2020-21 season as identified within the report.
- Extension to the payment deadline to January 15, 2020.
- For staff to apply the same methodology to payments owed should the season be shortened further. This would result in refunds being remitted to suite holders for the 2020-21 season.

By-law 2020-207 and supporting Amending Agreement appears elsewhere on the agenda for approval.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
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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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Save on Energy Retrofit Incentive Program – John Rhodes Community Centre LED Lighting Project

PURPOSE

To seek Council's approval to apply to the Save On Energy Retrofit Incentive Program in support of the John Rhodes Community Centre LED Light Project.

BACKGROUND

The City of Sault Ste. Marie has identified a retrofit incentive program that would greatly support a capital request (Appendix A) that has been submitted as part of the 2021 budget process.

The Save On Energy Retrofit Program is an electricity conservation program that is delivered by the Ontario Independent Electricity System Operator (IESO) that provides energy-efficiency incentives to industrial and commercial customers. The program provides participant incentives to upgrade facilities with measures to reduce electricity consumption or peak demand.

The IESO has received Ministerial directive to implement a new 2021-2024 Conservation and Demand Management (CDM) framework to launch the week of January 4, 2021. The incentive estimate for the John Rhodes LED lighting retrofit is based on the existing Save On Energy Retrofit program, and under the new program, it is possible that the incentives will change.

ANALYSIS

The deadline to submit applications to the existing Save on Energy Retrofit program is December 4, 2020.

The City is eligible for an estimated Save On Energy incentive valued at approximately \$39,987.50 per IESO conversations. The estimated annual maintenance savings are \$9,556.90 and annual lighting costs savings are projected at \$43,688.68.

Save on Energy Retrofit Incentive Program – John Rhodes Community Centre
LED Lighting Project
2020 11 30
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Eligibility

Retrofit incentives are available to owners or lessees* of:

- Commercial spaces or buildings, such as offices, retail and grocery stores, restaurants, hotels and warehouses
- Industrial facilities in sectors such as food and beverage, automotive, plastics and packaging industries
- Institutional buildings, including hospitals, universities, municipal halls and arenas
- Multi-family buildings, such as apartments (including low-income and social housing) or condominiums
- Agricultural facilities, including dairy, swine or poultry farms, greenhouses and nurseries

*If you lease, you must have the owner's consent or authorization.

<https://www.saveonenergy.ca/For-Business-and-Industry/Programs-and-incentives/Retrofit-Program/About>

Staff are recommending the City apply for the program as presented.

FINANCIAL IMPLICATIONS

The financial opportunity represents \$93,100 in year one against a Capital request of \$118,286. Detailed as follows:

\$40,000 in IESO Incentive Save On Energy Retrofit Incentive

\$9,500 annual Maintenance Savings - **Ongoing**

\$43,600 Annual Lighting Cost Savings - **Ongoing**

The remaining \$25,186 capital budget request will be funded through the ongoing savings in 2022. Once the project is fully funded there will be a levy decrease in the amount of the annual ongoing savings.

The implementation of the project is contingent on Council approving the submitted Capital request as part of the 2021 Budget Process, which will be deliberated on December 8, 2020

STRATEGIC PLAN / POLICY IMPACT

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

- **Environmental Stewardship.** We will use resources wisely to maintain and create a sustainable city for future generations.
- **Infrastructure.** Maintenance of existing infrastructure will ensure its longest possible life cycle and create cost savings to reinvest in the future. We manage existing infrastructure in a responsible and sustainable way.

Save on Energy Retrofit Incentive Program – John Rhodes Community Centre

LED Lighting Project

2020 11 30

Page 3.

- **Municipal Environmental Initiatives “Green” Committee.** Identified as a key project in alignment with Committee Objectives.
- **Develop Partnerships with key Stakeholders.** We are committed to ongoing communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2020 11 30 be accepted, and;

Furthermore, that Council approve staff to apply for the Save On Energy Retrofit Incentive Program before the deadline. The implementation of the project is contingent on Council approving the submitted Capital request as part of the 2021 Budget Process, which will be deliberated on December 8, 2020.

Respectfully submitted,



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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

CAPITAL REQUEST 2021

This form is
complete the
Capital Plan

This form is to be used to request Capital projects not already included in the Asset Management Plan. Please complete the form and obtain appropriate signatures and forward to: Jake Bruzas, Manager of Audits and Capital Planning, Corporate Services Finance Admin.

PRIORITIZATION: HIGH Mandated, legislated or required by law (including Health & Safety)
 MEDIUM Maintaining existing assets
 LOW Service Level Enhancement (Growth/Expansion)

| | |
|--|-------------------------------------|
| | |
| | <input checked="" type="checkbox"/> |
| | |

DEPARTMENT: CDES-Arenas-John Rhodes Community Centre

PROJECT DESCRIPTION: John Rhodes LED Lighting Project. Green Committee Initiatives & PUC Partnership and eligible for IESO funding (Retrofit incentive opportunities to reduce electricity consumption). With installation the \$118,286.32 project is estimated to have a 2.22 year payback without incentive and 1.27 year payback with incentive. Estimated saveONenergy Incentive is approximately \$39,987.50 per IESO conversations; Estimated annual Maintenance Savings is \$9,556.90 and annual Lighting costs savings is projected at \$43,688.68

STRATEGIC PLAN: N/A

Or Explain:
Prioritization of retrofit projects with highest payback, cost savings and GHG reduction
• Reduce the environmental impacts of City operations to demonstrate commitment and spur innovation (e.g. reducing or eliminating single use plastic products at facilities and events, choosing low-carbon vehicles and retrofitting city buildings (68%))

TOTAL ESTIMATED COST: \$ 118,286.32

PROJECT COST BY YEAR: \$ 118,286.32

| | | | | |
|------|------|------|------|------|
| 2021 | 2022 | 2023 | 2024 | 2025 |
|------|------|------|------|------|

Is project eligible for grants? \$ % eligible

(specify) eligible for IESO funding

Are there other Funding partners? No
 Yes

(If yes, specify)

Potential Partnership with PUC-Public Utilities Commission and or IESO

Is there a Reserve/Reserve fund that can be used for this project? No
 Yes

If yes, Name Fund:

Under which legislative authority is project mandated or required?

N/A

Explain:

Does project address a documented Health & Safety concern? N/A
(**must be verifiable by a third party)

Explain:

Does project maintain an existing asset? N/A

If yes:

What is the risk of failure if project is not completed within the next year?

| | | |
|-------------------------------------|--------|------|
| <input checked="" type="checkbox"/> | | |
| Low | Medium | High |

How many years will asset life be extended?

| | | |
|--|--|------------------------|
| | | years |
| | | % of total useful life |

Will service levels be impacted? No

If yes:

Essential Mandated Service

| | |
|--|-----------------------|
| | Discretionary Service |
|--|-----------------------|

New Service

| | |
|-----|----|
| | |
| yes | no |

Additional resources to address growth

| | |
|-----|----|
| | |
| yes | no |

Improves quality of life

| | |
|-----|----|
| | |
| yes | no |

Demand for service declining

| | |
|-----|----|
| | |
| yes | no |

Maintains current level of service

| | |
|-----|----|
| | |
| yes | no |

Changes the way in which service is delivered

| | |
|---|--|
| <input type="checkbox"/> <input checked="" type="checkbox"/> No Yes | <p>→ <input type="checkbox"/> To all/majority of citizens <input type="checkbox"/> To a designated area/group/facility</p> |
|---|--|

Will the project affect the operating Budget?

No, the same maintenance and operational need will be required
 Yes

If yes:

Maintenance and operating costs will require additional ongoing resources:

No
 Yes →

| |
|--|
| |
| |

 Estimated \$ Per Year

| |
|--|
| |
| |

 Estimated staff requirements (FTE)

Maintenance and operating costs will decrease demand in ongoing resources:

No
 Yes →

| |
|-----------|
| \$ 53,200 |
| |

 Estimated \$ Per Year

| |
|--|
| |
| |

 Estimated staff requirements (FTE)

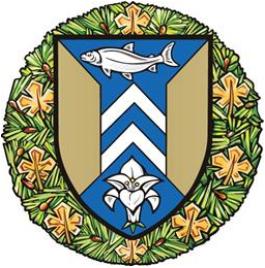
Maintenance will be more extensive or time consuming:

No
 Yes

Approval Signatures:

Division : _____

Department: Brian



The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Services Department

RE: Designated Heritage Property Tax Rebates 2020

PURPOSE

To provide Council with a summary of, and to seek Council's approval for, the tax rebates being recommended for the 2019 tax year by the Sault Ste. Marie Municipal Heritage Committee for those owners of heritage properties enrolled in the Heritage Property Tax Rebate Program.

BACKGROUND

The Ontario Government, under the Municipal Act, allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets. In the spring of 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in our community. Bylaw 2005-186 outlines the guidelines for those enrolled in the program.

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Sault Ste. Marie Heritage Property Tax Rebate Program recognize these costs, and are seen as an investment in the community by preserving our City's unique cultural heritage and supporting owners of heritage properties. Currently there are 17 owners of 18 heritage properties enrolled in the program. There are a total of 38 heritage sites in the city of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act, and 6 registered sites of cultural heritage value under section 27(1.2) of the Act. Enrolment into the program requires the completion of a Heritage Easement Agreement between the City and the property owner which is then registered on the property title.

ANALYSIS

Owners enrolled in the Heritage Property Tax Rebate Program must complete an annual application for the rebate and indicate what work they plan to do to maintain

Designated Heritage Property Tax Rebates

2020 11 30

Page 2.

their heritage property. Property inspections are conducted annually by members of the Sault Ste. Marie Municipal Heritage Committee and a City Building Inspector to ensure that adequate ongoing maintenance is occurring and that owners are following their maintenance plans. Recommendations for owners to receive the tax rebate are made based upon current and previous inspections and the owners maintenance record.

Applications for the 2019 tax rebates have been received from 17 owners for 18 designated heritage properties in the City.

The following properties and owners qualify for the Heritage Property Tax Rebate for the 2019 tax year.

1. **875 Queen Street – Forest Insect Laboratory** – Owned by 1022291 Ontario Ltd.
2. **69 Church Street – Air Service Hangar** – Owned by 1022291 Ontario Ltd.
3. **10 Kensington Terrace, Unit #1- Upton House** – Owned by D. MacPhee
4. **10 Kensington Terrace, Unit #2 – Upton House** – Owned by Mr. and Mrs. Cavanaugh
5. **10 Kensington Terrace, Unit #3- Upton House** – Owned by Mr. and Mrs. Kasch
6. **193 Pim Street – Wellington Square Townhouses** – Owned by M. Coleman
7. **189 Pim Street – Wellington Square Townhouses** – Owned by Mr. and Mrs. Zeppa
8. **191 Pim Street – Wellington Square Townhouses** – Owned by Mr. and Mrs. Vaughan
9. **242 - 246 Queen Street East – Hussey Block** – Owned by W. M. Watts Investments Limited
10. **864 Queen St. East – Algonquin Hotel** – Owned by M. Fiser
11. **1035 Queen St. East** – Owned by Mr. and Mrs. Marinich
12. **358 – 356 Queen Street – Barnes/ Fawcett Block** – Owned by F. Filice.
13. **143 McGregor Avenue – McLeod Family Residence** – Owned by Mr. and Mrs. St. Amour
14. **1164 Queen St. East** – Owned by K. Trembinski
15. **36 Herrick Street** – Owned by G. Sarlo.
16. **780 Wellington** – Owned by L. Guerriero
17. **83 Huron Street – Machine Shop** – Owned by 1188004 Ontario Ltd.
18. **115 Upton Rd** – Owned by Dr. Best and Dr. Leahy

The Sault Ste. Marie Municipal Heritage Committee passed the following resolution at their November 4, 2020 meeting:

Moved by: S. Meades

Seconded by: J. van Haaften

Designated Heritage Property Tax Rebates

2020 11 30

Page 3.

"Resolved that the Sault Ste. Marie Municipal Heritage Committee endorse the 2020 property inspection report for those designated heritage properties enrolled in the Designated Heritage Property Tax Rebate program and that an inspection report and letter be sent to the property owners outlining the recommendations; Further, based on the results of the property inspections the Municipal Heritage Committee, recommends to City Council that the Designated Heritage Property Tax Rebate for the 2019 tax year be paid to all qualified owners of designated heritage properties enrolled in the program be approved."

CARRIED

FINANCIAL IMPLICATIONS

The amount of the rebate varies annually depending on the number of applicants. The rebate for the 2019 tax year is \$94,983.16 of which the municipal portion is \$72,896.63 and the education portion \$22,086.53. This is pending Council's approval and final calculations by the Finance Department.

STRATEGIC PLAN / POLICY IMPACT

Focus Area – Quality of Life: Promotion of our City's arts, culture, historic and heritage sites is an essential component in achieving economic health.

RECOMMENDATION

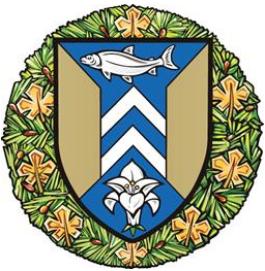
It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of Recreation and Culture dated 2020 11 30 concerning Designated Heritage Property Tax Rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that the designated heritage property tax rebates for the 2019 tax year be paid to the qualified owners of designated heritage properties enrolled in the program, be approved."

Respectfully submitted,



Virginia McLeod
Manager of Recreation and Culture
705.759-5311
v.mcleod@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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Trans Canada Trail Contribution Agreements

PURPOSE

This report recommends approval of two Contribution Agreements between Trans Canada Trail (TCT) and the City of Sault Ste. Marie. If approved, TCT will provide a total of \$145,000 towards two active transportation projects currently being undertaken.

BACKGROUND

In September of this year, City staff received correspondence from Trans Canada Trails, advising of TCT's Capital Improvement Plan. The goal of this plan was to support "shovel ready" projects which aligned with the overall Trans Canada Trail network. City staff identified two, Council approved projects for possible consideration for this funding – the Northern Community Centre (NCC) multi-use path and bridge project, and the Queen Street cycling lanes and pavement markings.

ANALYSIS

Both the NCC path and the Queen Street cycling lanes form part of the Trans Canada Trail network through Sault Ste. Marie (see attached map). In October 2020, staff had begun consultations with TCT, and it was determined that both of these projects were eligible through the Capital Improvement Plan. Staff subsequently applied and were successful in obtaining funding for both projects, receiving \$140,000 for the NCC path, and \$5,000 for the Queen Street Cycling lanes.

Contribution agreements for both projects are found elsewhere on the agenda.

FINANCIAL IMPLICATIONS

Both projects have been recently approved by Council, with funding sourced from both the City and the Province. The Province has transferred \$580,534.79 to the City through MTO's Ontario Commuter Cycling (OMCC) program. With interest earned to date, the OMCC funds available are \$601,235. The City's share of the OMCC program is \$145,133.69, as the agreement is based on an 80/20 cost share arrangement.

Trans Canada Trail Contribution Agreements

2020 11 30

Page 2.

The purpose of this funding is to implement Active Transportation infrastructure in the City. As a result of interest earned, the total City/Province funds for Active Transportation infrastructure is \$745,000.

With this contribution from Trans Canada Trail, the City can now re-allocate some of the OMCC funding to other priority projects. Staff will report back to Council in the new year, to provide an update of ongoing Active Transportation projects, and to recommend additional projects for 2021.

STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan identifies Quality of Life as a focus area. Both the NCC and Queen Street cycling lane projects aligns with the Infrastructure focus area, specifically, developing new infrastructure that supports sustainability and active living. Both projects are also consistent with the City's Cycling Master Plan, and the approved Active Transportation Implementation Strategy.

RECOMMENDATION

It is therefore recommended that Council take the following action:

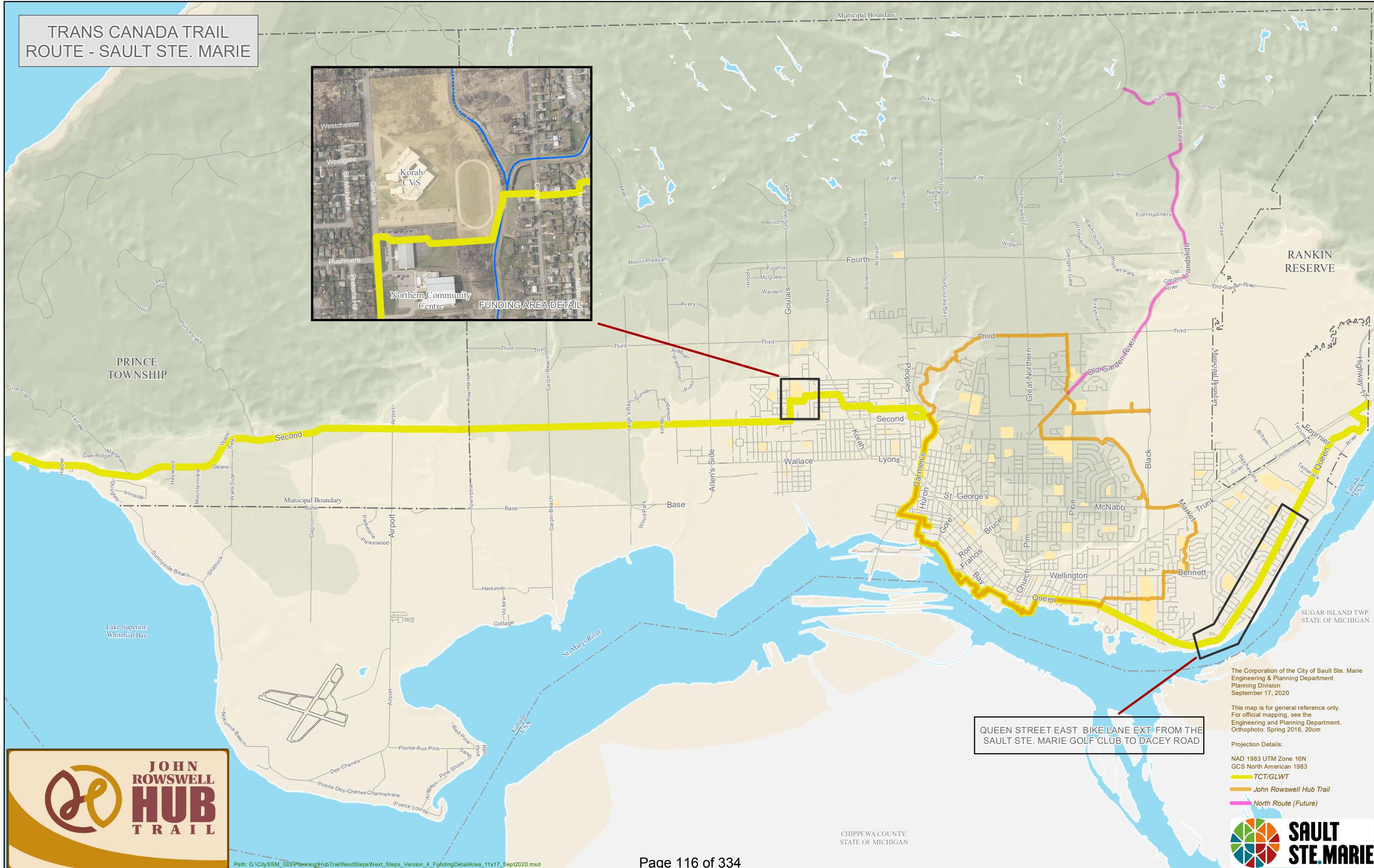
By-laws 2020-208, and 2020-209, authorizing the Mayor and the City Clerk to execute Contribution Agreements for the Northern Community Centre Multi-use Path and Bridge, and the Queen Street Cycling Lanes, are listed elsewhere in the agenda, and are recommended for approval.

Respectfully submitted,



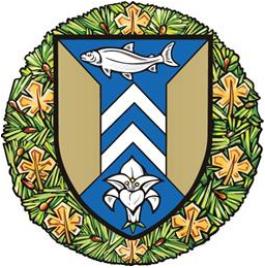
Stephen Turco, RPP
Senior Planner
705.759.5279
s.turco@cityssm.on.ca

**TRANS CANADA TRAIL
ROUTE - SAULT STE. MARIE**



Path: G:\City\SSM_GIS\Planning\HubTrail\NextSteps\Next_Steps_Version_4_FundingDetailArea_11x17_Sept2020.mxd





The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

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

PURPOSE

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

BACKGROUND

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

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

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

There are five grant programs within the DCIP:

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

Other than the Tax Increment Equivalent Grant, all other grants are administered on a matching basis (i.e. matching private sector investment is necessary to be eligible for a grant). In addition, projects must demonstrate a comprehensive

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

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

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

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

Upper Floor Residential Conversion Grant: New residents are key to a successful Downtown, providing a constant market for the goods and services that are provided in this area. To encourage opportunities to create livable spaces in the Downtown, the Upper Floor Residential Conversion Grant assists property owners with the cost of improvements related to the conversion of vacant, upper-floor

commercial space to residential dwelling units. The grant is administered on a matching funds basis, to a maximum of \$15,000.

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

ANALYSIS

The grant programs are a proven tool in attracting private sector investment into the Downtown. Included in this report is a summary of three property owners requesting grants. These projects, when completed, will contribute approximately **\$434,000** of private sector investment into the Downtown, facilitating new façade upgrades and repurposing vacant commercial spaces.

| Address; Applicant | Grant Request/Grant Amount; Description of Work |
|--|--|
| 789 Queen Street East; Queen's East Inc. (Paul MacDonald) | Façade Improvement Grant/\$20,000; Located in the Heritage Block of Queen Street, the building improvements proposed include re-facing the building using a shake style covering, new cornice work, as well as a series of other architectural enhancements to revive the front of this building. |
| 801 Queen Street East; Betty Rushon | Façade Improvement Grant/\$20,000; Also located in the Heritage Block, the project seeks to address a number of brick deficiencies, while at the same time, enhancing the heritage features of the building, including the repair and replacement of stonework at the parapet, removing derelict wiring, establishing a new signage board, and applying a consistent colour scheme for the ground floor commercial units. |
| 308 Queen Street East; PharmLaw Investments Incl. (Joseph Greco) | Façade Improvement/\$20,000 Building Activation Grant/\$20,000; |

| | |
|--|--|
| | <p>The project builds on a previously approved project adjacent to this building, which is the development of the IDA pharmacy at 302 Queen Street East. This project seeks to convert the former “Glassworks” building into a “general store” concept that would complement the pharmacy operation. The proposed improvements include applying a façade design consistent with the adjacent IDA pharmacy, and a unified signage board. As well, the interior space will be completed retrofitted to accommodate the new general store, and will serve as a Canada Post retail location.</p> |
|--|--|

FINANCIAL IMPLICATIONS

The total budget to implement the Downtown Community Improvement Plan is \$1,300,000. NOHFC and the City are both contributing \$600,000, while \$90,000 is being provided through the Ontario Main Street Revitalization Initiative. The Downtown Association is also contributing \$10,000. The funding allocation for the financial incentive programs is \$600,000. The amount of grants from the applications outlined in this report will total \$80,000. If these grant applications are approved, \$565,000 of the total \$600,000 will have been committed to grants.

STRATEGIC PLAN / POLICY IMPACT

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

SUMMARY

The applications to date are a positive indication of the determination of downtown property owners to reinvest in their buildings, support businesses, and to attract people to this important area of the community. Applications recommended for approval in this report represent approximately \$434,000 in new investment.

Staff will continue to receive applications until the allocated budget for the grant programs is exhausted.

With respect to the administration of the previously approved applications, grant applicants must complete the work and pay all contractors, consultants, labourers, materials, etc. in full. Projects must be completed prior to the issuance of the grant (i.e. a new façade, a leasable commercial space, new residential unit ready to be

rented, or a new patio ready for service). As well, for all construction associated with the projects, building permits must be obtained to ensure work is done in accordance with the standards prescribed by the Ontario Building Code.

Once work is completed, paid for, and inspected, the grants are then provided to the applicant. If there are any outstanding work orders, fire code violations, or zoning or other municipal by-law infractions, staff will not issue the grant.

RECOMMENDATION

It is therefore recommended that Council take the following action:

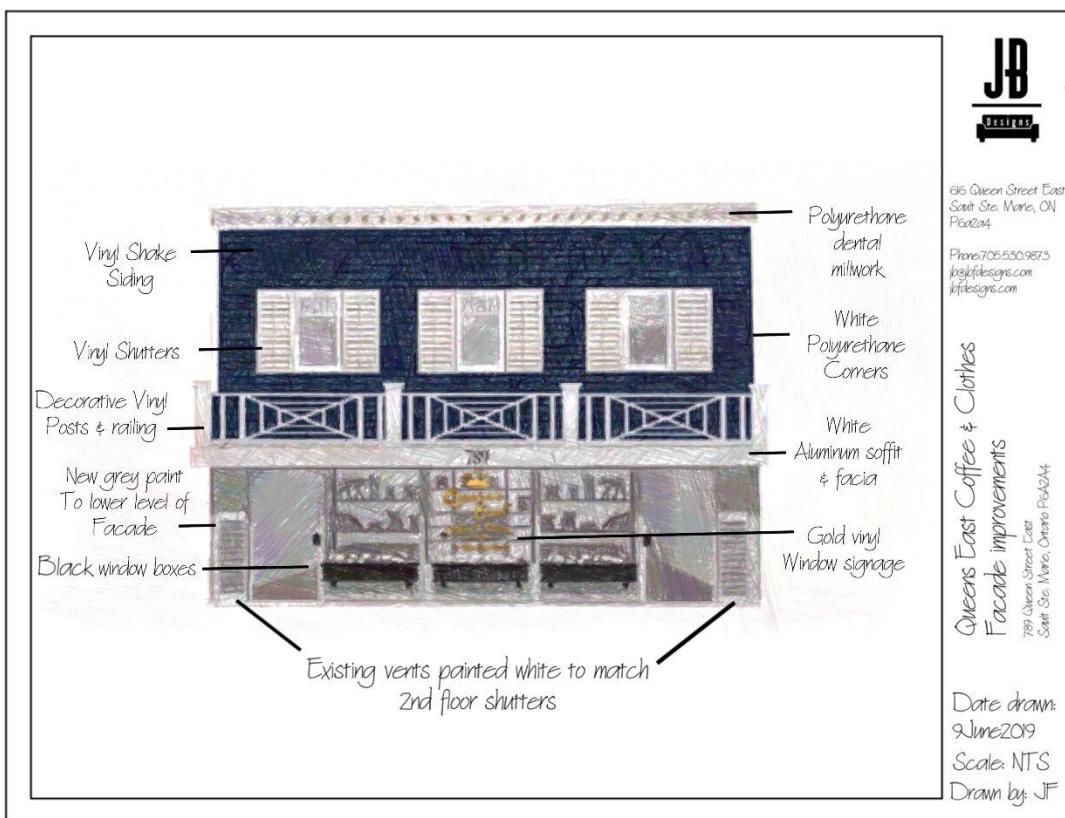
Resolved that the report of the Senior Planner, dated 2020 11 30, concerning the Downtown Community Improvement Plan Financial Incentive applications be received and that the four grant applications identified in the this report be approved.

Respectfully submitted,



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

789 Queen Street – Façade Improvements



801 Queen Street – Façade Improvements



308 Queen Street – Façade Improvements

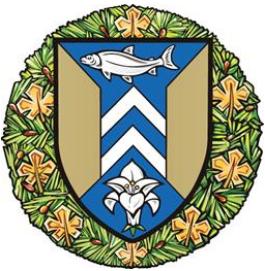


308 Queen Street – Interior Improvements



POST OFFICE

308 Queen Street – General Store



The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Johnson, Fire Chief

DEPARTMENT: Fire Services

RE: Fire Services Cost Recovery By-Law Report

PURPOSE

The purpose of this report is to seek Mayor and Council approval of By-Law 2020-212 Cost Recovery for Fire Services.

BACKGROUND

On November 4, 2019, Council approved a report in response to a Council resolution requesting information from other Ontario cities that have cost-recovery by-laws. Contained in the report was the research from other Fire Services in Ontario that utilize cost recovery by-laws, their associated individual charges and rates for each recovery.

Upon completion of the research, the following cost recoveries have been included in the Cost Recovery By-Law for Fire Services: False Alarms- Malfunction, Working on System- Not Notified and Malicious. As well as Natural Gas Leaks with no locate completed prior to digging.

As detailed in the November 4, 2019 report there are multiple municipalities utilizing third parties for cost recoveries on insured perils. Currently, an RFP for third party recoveries is being drafted by Purchasing and will be finalized shortly. A report will follow once the bid process is completed and a successful party is selected.

ANALYSIS

The Cost Recovery By-Law outlines recoveries for False Alarms, Natural Gas Leaks with no locate completed and Third Party recoveries for insured perils. Based on Fire Service response data for false alarms that meet this criteria, a three year average was 64 false alarms, which would see an estimated recovery of approximately \$30,000. For Natural Gas Leaks with no locate completed response data for alarms that meet the criteria a three year average was 6 alarms, which would see an estimated recovery of approximately \$3,000.

Fire Services Cost Recovery By-Law Report

2020 11 30

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For Third Party recoveries, annual amounts vary. When speaking with municipalities that are engaged with third parties, their statistical analysis of incident response data conducted suggests estimated annual recoveries in the amount of \$30,000 to \$50,000. The recovered funds stay within the Fire Service Budget as revenue or cost recovery in areas such as training and capital purchases (vehicles, apparatus and equipment).

FINANCIAL IMPLICATIONS

It should be noted that the potential estimated recoveries would see a variance. The goals and objectives of cost recovery are to be a deterrent to repeat offenders. The By-law will introduce a new cost recovery that will be incorporated into future budgets. An accurate estimate for cost recovery for the 2021 budget and beyond will be difficult to predict until a trend is established. Once this is known, future budgets will be adjusted accordingly.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the Service Delivery area of the Strategic Plan.

RECOMMENDATION

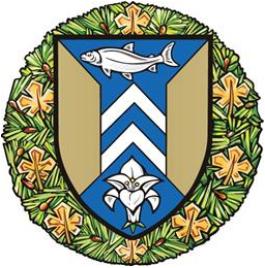
It is therefore recommended, that Council take the following action:

The relevant by-law 2020-212 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Peter Johnson
Fire Chief
705.759.5273
p.johnson@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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Johnson, Fire Chief

DEPARTMENT: Fire Services

RE: Establishing and Regulating By-Law for Fire Services

PURPOSE

The purpose of this report is to provide an updated Establishing and Regulating By-Law (E&R By-Law) for Fire Services, Council and the Community as detailed in the Fire Master Plan (FMP).

BACKGROUND

The Fire Protection and Prevention Act, 1997 (FPPA) sets out the municipal responsibility to determine the level of fire protection services provided to their community. The level of service and all By-Laws that pertain to Fire Services should be contained in an E&R By-Law. The Office of the Fire Marshall and Emergency Management (OFMEM) Review of Fire Protection Services and the approved Fire Master Plan (FMP) from Dillon Consulting both contained recommendations to review and revise our current E&R By-Law. OFMEM Recommendation #5: "The Municipal Council of Sault Ste. Marie should ensure that the Establishing and Regulating By-Law is kept current by reviewing and updating as necessary" and Operational Recommendation #7: "That subject to Council's consideration and approval of the proposed Fire Master Plan that the Establishing and Regulating By-Law be updated and presented to Council for approval".

ANALYSIS

The Municipal Act, R.S.O. 1990 requires a municipality to enact a number of by-laws to operate the municipality and specifically their fire department. This is a legislative responsibility. By-laws also provide the community with important information with regard to the level of service that municipality (determined by Council) intends to provide.

Through the process of completing the Comprehensive Risk Assessment (CRA) and the FMP with Dillon Consulting, it was established that the current by-law was due for updating. A current by-law would reflect the organizational model and define the levels of fire protection services to be provided to the municipality.

Establishing and Regulating By-Law for Fire Services

2020 11 30

Page 2.

The Ontario Fire Marshall and Emergency Management (OFMEM) have identified the following components to be included in the By-law:

- General functions and services to be provided;
- The goals and objectives of the department;
- General responsibilities of department members;
- Method of regulating the conduct of members;
- Authority to apply costs to property owners for fire inspections;
- Procedures for termination from the department; and;
- Authority to proceed beyond established response areas.

The CRA and FMP has provided council with an evidence-based strategic framework for the delivery of fire protection services. The strategic priorities of the FMP are:

- 1) The utilization of a Comprehensive Risk Assessment in determining the level of existing fire safety risks within the municipality as the basis for developing clear goals and objectives for all fire and emergency services to be provided by the Sault Ste. Marie Fire Services;
- 2) The optimization of the first two lines of defence, including public education and fire prevention, and the utilization of fire safety standards and fire code enforcement to provide a comprehensive fire protection program within the City based on the results of the CRA; and
- 3) Emphasis on strategies that support the sustainability of fire and emergency services that provide the most effective and efficient level of fire protection services resulting in the best value for the community.

The level of service needs to be clearly stated in the E&R By-Law. The service level means various things such as; outlining the types of responses that the Fire Service will respond to, what level or depth of response for calls such as- confined space, ice rescue and water rescue. The level of service will reflect the definitions in Appendix B item 3.(a); *Awareness, Operations and Technician*.

Stating whether Fire Crews will provide fire interior attack, interior rescue or provide only defensive operations are critical elements in determining the level of service.

The By-Law attached details the level of service that is reflective of historic practices, reflects the March 19th, 2018 Council approved Fire Master Plan and the current approved 2020 Operating Budget.

FINANCIAL IMPLICATIONS

Currently, there are no financial implications. This By Law is reflective of our current service level and approved budget. Any change in service level could have financial implications.

Establishing and Regulating By-Law for Fire Services

2020 11 30

Page 3.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the Service Delivery area of the Strategic Plan.

RECOMMENDATION

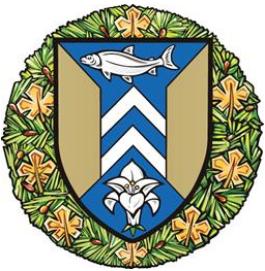
It is therefore recommended that Council take the following action:

The relevant By-law 2020-211 is listed elsewhere on the Agenda and is recommended for approval

Respectfully submitted,



Peter Johnson
Fire Chief
705.759.5273
p.johnson@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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Lane Assumption, Closing and Conveyance – Tagona Subdivision – Abutting 282 Whitney Avenue

PURPOSE

The purpose of this report is to seek Council's approval to assume, close and convey a laneway in the Tagona Subdivision, Plan 7882.

ATTACHMENT

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

BACKGROUND

The Legal Department received a petition to close and convey part of the public lane described as:

PT PIN 31607-0284 (LT) PT LANE PL 7882 KORAH ABUTTING LTS 577-586 & 612-613 PL 7882; SAULT STE. MARIE

The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comments.

We have been advised by the Sault Ste. Marie Region Conservation Authority that the Subject Property is not in an area under the jurisdiction of the Conservation Authority.

The Building Department advised that this would assist in correcting encroachment issues along the lane. The Engineering Department noted that there appears to be a drainage swale that leads to a catchbasin on or near the east boundary of the laneway. The swale should be maintained in place by future owners. Depending on the location of the compared to the right of way, the catchbasin may require an easement if the City were to maintain it or a drainage agreement if the future

Lane Assumption, Closing and Conveyance – Tagona Subdivision
2020 11 30
Page 2.

owners will be required to maintain it. PUC and Bell will require easements. These matters will be addressed during the conveyance.

The Planning Department and Public Works had no objections.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

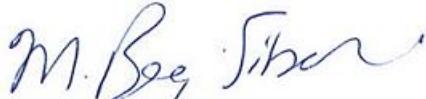
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2020-214 being a by-law to assume the lane for public use and establish it as a public lane and By-law 2020-215 being a by-law to stop up, close and convey the lane appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

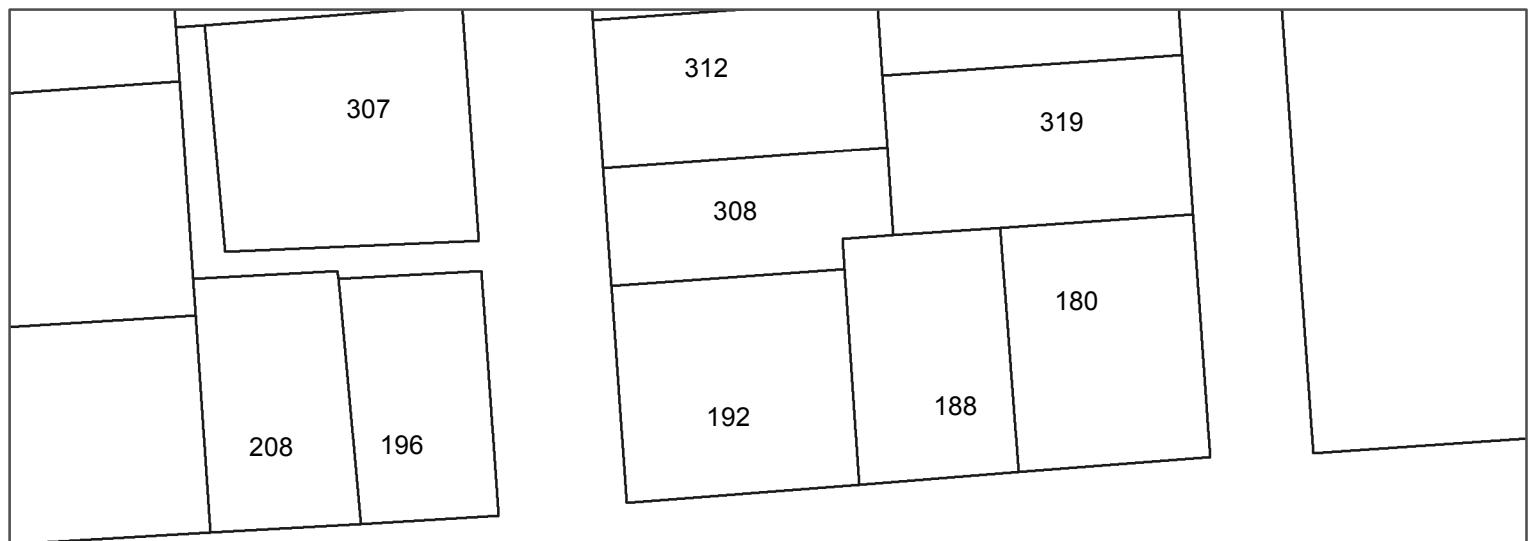


Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel

MBS/tj
Enclosure

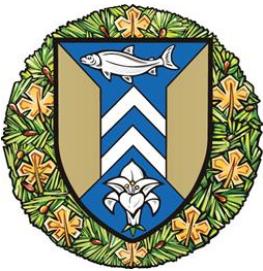
MAP53\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\REPORTS\\2020\\Lane Closing Tagona
Subdivision OPEN.docx

Schedule "A"



Asquith Street





The Corporation of the City of Sault Ste. Marie

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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Civic Centre Cladding and Windows Project

PURPOSE

The purpose of this report is to provide Council with an update on the Civic Centre Cladding and Windows replacement project and to obtain approval for increases in engineering and construction costs.

BACKGROUND

The Civic Centre Cladding project was required to properly protect the building from long term degradation due to water penetration. Also, metal cladding supports had deteriorated to the extent that there was a danger of them falling off the building. Window seals had failed. Full replacement of the windows and cladding was recommended by Morrison Hershfield Engineering as part of the building conditions survey completed in 2014 under the City's asset management efforts. The project was recommended to be completed in 2018. The construction contract was awarded in the spring of 2018 and has encountered several unforeseen problems. The following presents a chronology of events to date:

- The project was awarded to Cy Rheault Construction at the meeting of 2018 04 09. Cy Rheault's bid was \$6,895,000 which was \$325,000 over the Morrison-Hershfield estimate of \$6,570,000. Bondfield Construction submitted the next closest bid of \$9,611,000 which was \$2,716,000 higher. Justification for award included the reputation of Cy Rheault in completing other notable projects in the City (PUC building on Second Line and the Algoma University Biosciences building). It should be noted that Bondfield Construction is currently in bankruptcy proceedings as of April 2019.
- Progress was slow from the start of the project. In December 4, 2018, Cy Rheault was advised of the City's concern about lack of progress and performance, particularly with respect to contractor's lack of control of the work due to poor coordination and supervision of subcontractors and failure to provide schedule updates. Cy Rheault was specifically told that failure to respond would constitute non-performance of the contract.
- Cy Rheault terminated its contract with its subcontractor for non-performance. The subcontractor was responsible for both the glazing and the new cladding. This caused a major delay to the schedule as a new subcontractor had to be engaged and all field measurements and shop drawings must necessarily be reproduced by a new subcontractor.
- Cy Rheault secured the services of two subcontractors, one for the new curtain wall and glazing, and the other for the white aluminum composite cladding.

- Progress was slow on the construction of the curtain wall and installation of glazing and cladding.
- Staff continued to provide feedback to Cy Rheault regarding issues under the contract. The complaints were due to Cy Rheault's failure to control the work, failure to fulfil shop drawing obligations, and failure to provide schedules. The original contract completion date was May 29, 2019. No extension to the completion date was requested or granted.
- It was decided to meet with the bonding company and its representatives to decide how to move the project forward.
- A meeting was held in Sault Ste. Marie on January 27, 2020 with Cy Rheault, and all stakeholders. It was determined that the project would now be under fund control by the bonding company. Construction of the curtain wall and the installation of glazing and cladding has been proceeding since that time.
- The exterior work and interior office fit-ups are expected to be completed this fall, with the exception of the atrium wall and its glazing.
- The atrium wall framing and glazing design and construction has not been resolved to date and will require an additional six months to complete. There are legitimate additional costs associated with this item due to the unforeseen nature of the existing curtain wall structure. The consultant is recommending replacement of the frame itself. It is staff's position that the delays associated with this unforeseen item are the responsibility of the contractor.

ANALYSIS

City and Morrison Hershfield staff have been dissatisfied with progress since the early stages of the project. The change in subcontractor was a major factor in the delayed schedule. However, City and Morrison Hershfield staff are pleased with quality of materials and workmanship in the project. There is no reason to believe the building will not be well served by the new exterior for many years.

There are legitimate additional costs payable by the City unrelated to the noted delays and failures. There were several change orders required for unforeseen additional work. That is common in a retrofit of this nature. There was no contingency sum in the contract; however, Finance staff had included a 5% (\$350,000) contingency sum.

In order to comply with the City's procurement by-law, approval is sought this evening for construction cost increase of \$356,000, and an increase in the engineering fee limit from \$350,000 to \$472,000. The original completion date was May 29, 2019. The excessive schedule overrun has resulted in a substantial increase in engineering inspection and contract administration services fees. It is staff's position that much of this should be recoverable under the bond.

FINANCIAL IMPLICATIONS

The financial implications to date are summarized as follows:

| | |
|----------------------------------|-------------------|
| Original contract value: | \$ 6,895,000 |
| Change orders to date: | \$ 320,000 |
| Atrium Change Order (estimated): | <u>\$ 284,000</u> |
| Total Construction: | \$ 7,499,000 |
| Original Engineering: | \$ 272,000 |

Civic Centre Cladding and Windows Project

2020 11 30

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| | |
|--|----------------------------|
| Additional Engineering: | <u>\$ 200,000</u> |
| Total Engineering: | <u>\$ 472,000</u> |
| Total excluding tax: | <u>\$7,971,000</u> |
| Total net recoverable tax | <u>\$8,111,290</u> |
| Building permit fee: | \$ 68,950 |
| Jurisdictional dispute settlement: | \$ 25,000 |
| Total Estimated to completion: | \$8,205,240 |
| Approved construction budget: | \$ 7,019,340 |
| Approved Engineering: | \$ 350,000 |
| Approved contingency: | \$ 356,160 |
| Total original budget: | <u>\$ 7,725,500</u> |
| Projected shortfall (highest estimated): | <u>\$ 479,740</u> |
| Engineering fees recoverable: | <u>\$ 180,000</u> |
| Projected shortfall (lowest estimated): | <u>\$ 299,740</u> |

The project has been financed with internal debt and the revised estimate to completion will extend the term by one year, to 2025.

STRATEGIC PLAN / POLICY IMPACT

This project is linked to the asset management component of the strategic plan.

RECOMMENDATION

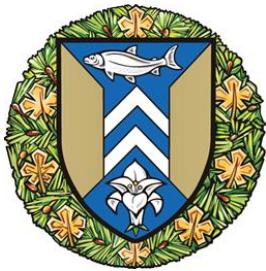
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2020 11 30 concerning the Civic Centre windows and cladding project be received, and the recommendations to increase the construction budget by \$356,000, and increasing the engineering fee limit to \$472,000, be approved.

Respectfully submitted,



Don Elliott, P. Eng.,
Director of Engineering,
705.759.5329
d.elliott@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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, Manager of Design and Transportation
Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Reconstruction of Angelina Avenue – Consultant Selection

PURPOSE

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the design and contract administration of the reconstruction of Angelina Avenue.

BACKGROUND

At the 2020 09 28 meeting, Council accepted as information the 2021 Capital Transportation Program which recommended that design of Angelina move forward in the event that there are sufficient funds to proceed with construction. There may be unallocated funds from the 2020 program and/or grant funding for other projects not secured at this time.

ANALYSIS

In accordance with our procurement policy for retaining consultants, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category. The City received proposals from the following firms:

- WSP
- AECOM
- Tulloch Engineering
- Kresin Engineering Corporation
- Cenlo Enterprises

All proposals were reviewed by engineering staff, which followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees.

Based on staff's review, it is recommended that this work be awarded to WSP. Should the reconstruction of Angelina Avenue not be included in 2021, the design will be put on the shelf to be included in a future road construction program. The contract administration portion of this assignment may have to be revisited at that time.

FINANCIAL IMPLICATIONS

WSP's fee estimate included in their proposal submission is \$268,850 excluding HST. Based on the contents of their proposal, the Engineering Division will work with WSP to develop an engineering agreement that will be brought to Council at a later meeting.

As part of the 2020 budget process, \$200,000 was approved for engineering work related to the 2021 Capital road projects. WSP's 2020 work can be accommodated within the \$200,000 previously approved. The remainder of the engineering work will not commence until such time that council approves the project if funding becomes available.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

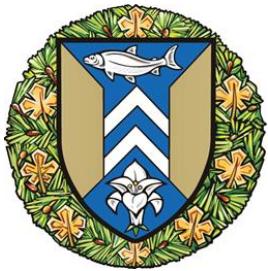
Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 11 30, concerning the Angelina Avenue reconstruction consultant selection, be received and that Council authorize entering into an agreement for engineering services with WSP.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Respectfully submitted,



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



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Bellevue Park Greenhouse – Pilot Project

PURPOSE

The purpose of this report is to inform Council of a pilot project that has been underway within the Parks Division during the Fall of 2020.

BACKGROUND

Public Works - Parks Horticulture Division normally has a period of approximately 4 months time where the propagation greenhouses at Bellevue Park are empty (September – December each year). Earlier in the year, staff proposed the initiative that with very little effort, the greenhouse could produce cool weather greens such as lettuce, spinach, kale, Swiss chard, arugula and various herbs. The products selected are all cold weather plants requiring minimal heat (45-50F). The intent was to assist in meeting the increased demand for fresh produce at our local food banks.

ANALYSIS

Harvest Algoma has been the recipient of the greens this Fall. It is our understanding that these greens have been very beneficial to this not-for-profit organization that is providing food for up to 29 local groups. Photos below are of some of the products grown this year.



FINANCIAL IMPLICATIONS

The estimated cost for this pilot project was minimal (annual seed cost of approximately \$100) and 10 minutes of staff time daily. It should be noted that some seeds were also donated and material from the City-run composting program was utilized. All costs have been covered by the operational budget.

STRATEGIC PLAN / POLICY IMPACT

This is an operational item not articulated in the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated 2020 11 30 regarding the Bellevue Park - Greenhouse Pilot Project be received as information.

Respectfully submitted,

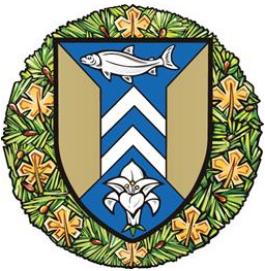


Susan Hamilton Beach, P. Eng.

Director, Public Works

705.759.5207

s.hamiltonbeach@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

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Winter 2020 – 2021 Preparedness and Covid-19

PURPOSE

The purpose of this report is to inform Council of the planning and preparedness that is ongoing for the Winter 2020-2021 season and seek support of the potential level of service changes necessary due to Covid-19.

BACKGROUND

The winter season has required additional preparations in comparison to a typical year at Public Works (PW). Due to recommendations and guidelines established by Algoma Public Health (APH) and the provincial government, a number of PW practices have been amended and new initiatives incorporated to mitigate Covid-19 concerns and its effect on our service.

Mitigative Efforts

Many mitigative efforts have been taken to ensure Public Works worker safety while maintaining services for the community. A vehicle cleaning policy has been implemented since the onset of the pandemic. Before and after each shift, operators are responsible for cleaning their vehicle with the necessary supplies provided to staff. Additional personal protective equipment (PPE) such as masks and gloves have been provided and additional hand sanitizing stations have been installed to enhance worker safety. This Fall, plexiglass has been installed in any office area where direct communication with staff is required. The Sackville yard facility has been closed to the public since March of 2020 and this will continue throughout the upcoming winter season.

In an effort to reduce cross contamination, the common winter pairing (ie. day shift operator and night shift operator for one vehicle) will also be enhanced by offsetting reporting times and attempting, where at all possible, to isolate small working groups (or crews) from each other to avoid cross contamination. Communication among all levels of staff has and will be critical to maintain safe operations.

Potential for Reduction in Service Levels

Although many mitigative efforts have and will continue to be undertaken by the City and the Department to prevent and limit the transmission of Covid-19 in the workplace, it is only responsible to advise Council – in advance – that there may be an impact on the level of service provided during the winter season due to the pandemic. To be clear, it is our intention to provide the level of service as in previous years with the program planned ‘as per normal’ conditions. All routes and staffing have been established to provide the level of service as per City winter control policies and provincial minimum maintenance standards. However, should a large number of operators be off sick or in isolation, an organized and rationalized approach has been considered for the potential required reduction in winter control service.

If the department’s absenteeism rate approaches critical levels, it is planned that the service would be prioritized as follows:

1. EMS response;
2. Roadways (priority roadways);
3. Sidewalks (priority sidewalks and bus stops on priority roadways);
4. Residential (or subdivision) roadways and laneways (as some residents only have laneway access) and remainder of sidewalks/bus stops

Two plans are included with this report, which graphically indicate the priority roadways as well as the prioritized sidewalk routes. The intent of this method of maintenance prioritization, is to ensure ‘the spine’ of the transportation network remains passable and maintained for EMS and the community-at-large.

Communication of this level of service reduction will be critical and shall include such bodies such as the Emergency Management Planning Committee ('EMPC') (which includes the CAO, EMS, Police Services, Mayor and Council) and the general public. It is imperative for the general public to understand that in all extreme weather events, regardless of Covid-19, communication occurs between Public Works and EMS if there is any access issue. For example, should a residential roadway not be plowed and EMS reports difficulty traversing the roadway, a plow will be directed to precede the EMS vehicle and ensure the access is established (unless deemed unsafe to the worker to do so). Closures of any roadway and/or sidewalk will be communicated through the Corporate Affairs Office and include social media as well as the traditional media releases.

Consideration and planning is underway to ensure a redundancy in the level of staffing. Discussions with the Union have taken place and planning for the redundancy in staffing during emergency situations (combination of weather event(s) and critical absenteeism levels) is underway.

Ultimately, it is the intent of PW and the Corporation to prevent and mitigate the risks of Covid-19 to our workers, which may require constant evaluation and changes to our business practice throughout this season. Protecting and keeping our workers safe is our goal so that the essential service of winter maintenance is possible.

ANALYSIS

As with all aspects of municipal operations, staff have remained educated as to the ever evolving requirements and guidelines regarding the pandemic. Public Works staff have recently participated in workshops regarding Winter Operations and Covid-19 by Ontario Good Roads Association and have learned of the considerations underway in other areas of Canada to ensure the responsibilities of PW are met in these challenging times. This can only be done by constantly considering the current situation and by utilizing any combination of the options discussed in the background section of this report.

FINANCIAL IMPLICATIONS

At this time, there are no definitive financial implications. It is expected that the current operational budget will be used to provide winter control services in 2020-2021. Should the absenteeism levels become critical and alternative staffing options be engaged, estimates will be prepared and if the existing purchased services operational budgets be anticipated to be surpassed, further reporting to Council will take place.

STRATEGIC PLAN / POLICY IMPACT

The provision of winter control services is an operational item.

RECOMMENDATION

It is therefore recommended that Council take the following action:

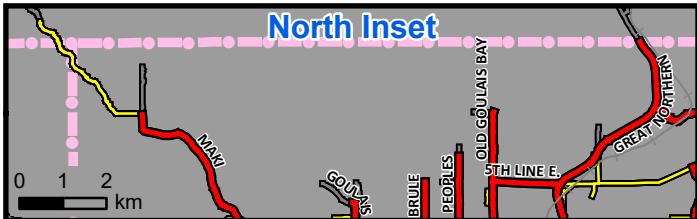
“Resolved that the report of the Director of Public Works dated 2020 11 30 be received as information and that Council approve the prioritization as noted for situations in which a reduction in service level is required as presented in this report.”

Respectfully submitted,



Susan Hamilton Beach
Director, Public Works
705.759.5207
s.hamiltonbeach@cityssm.on.ca

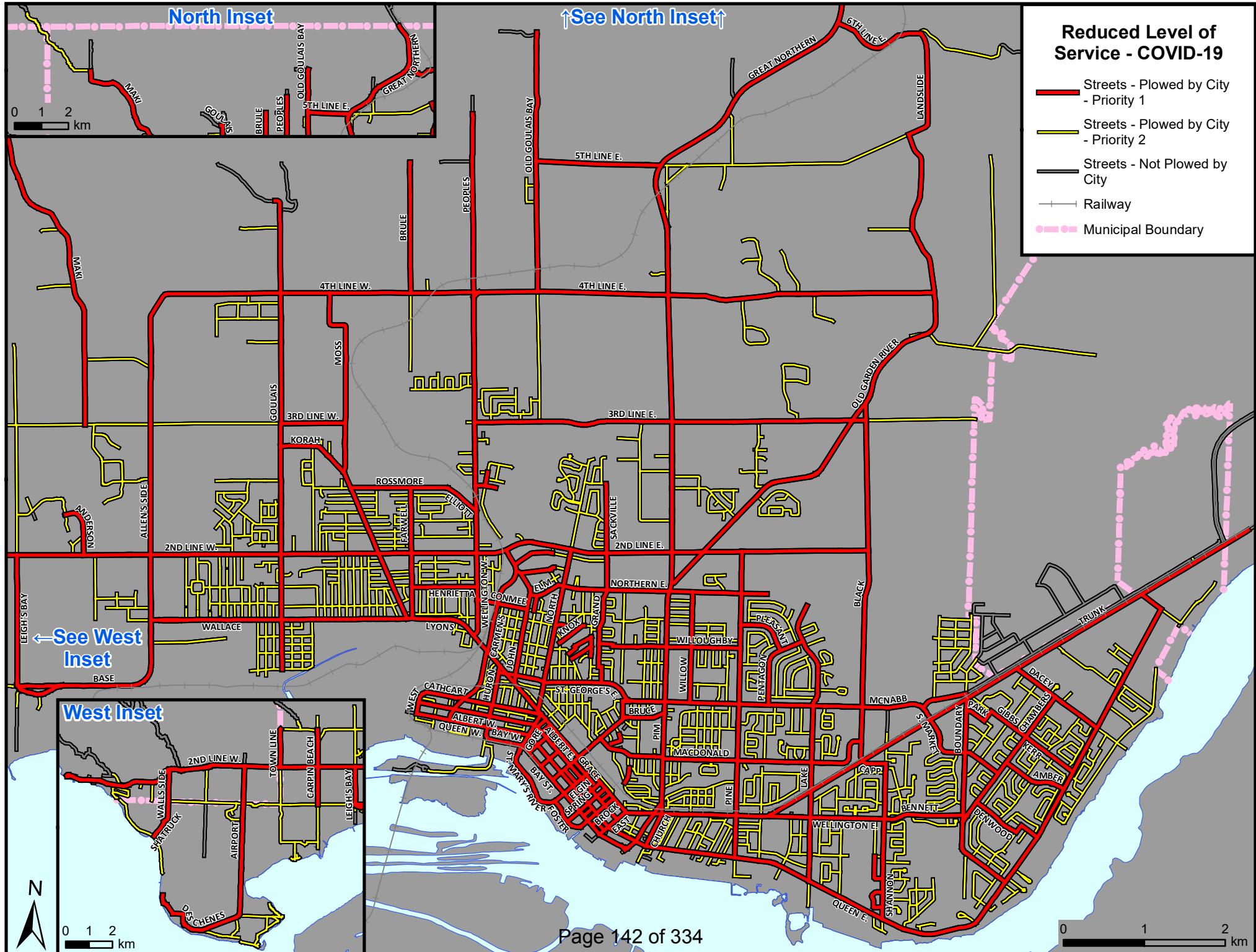
North Inset



See North Inset ↑

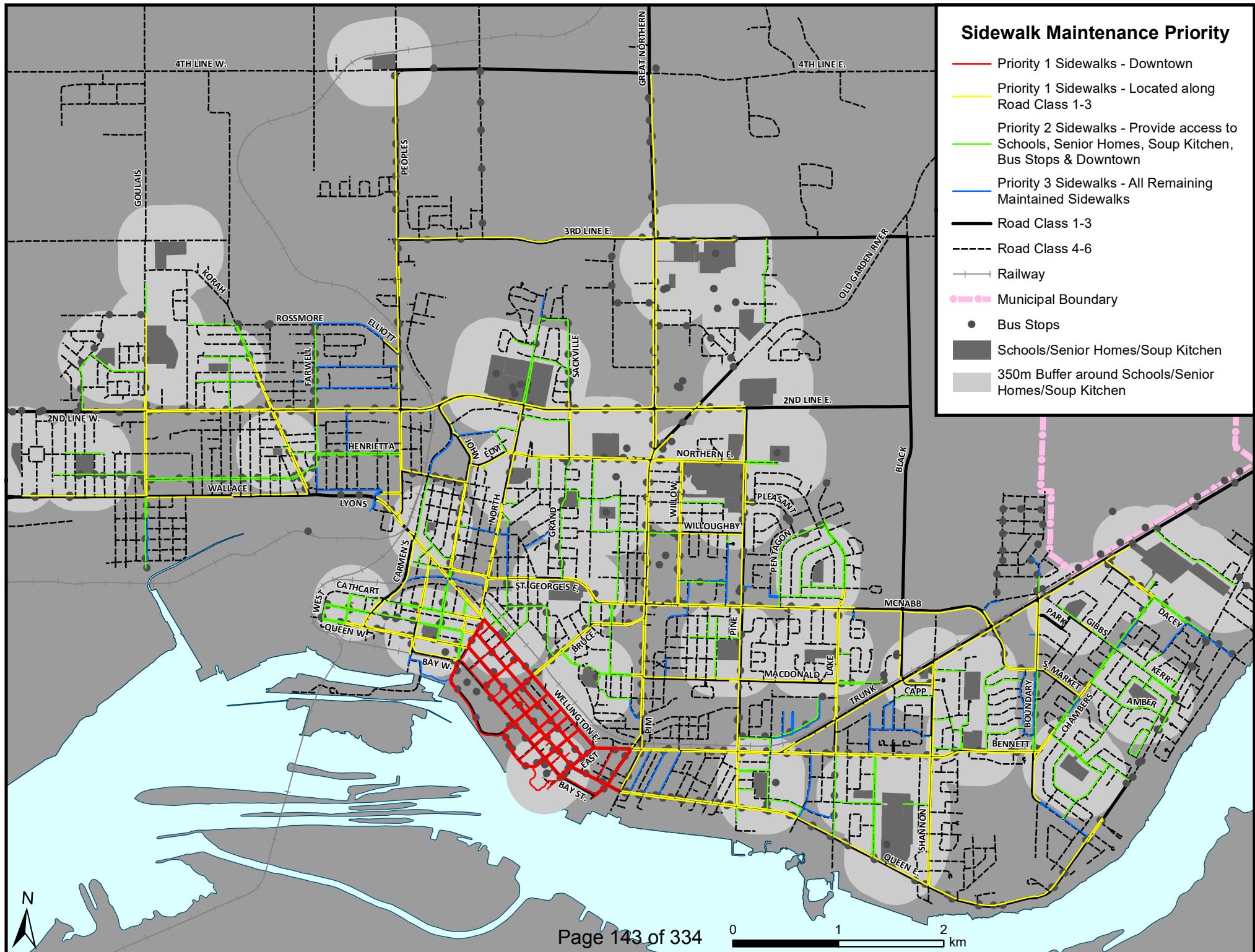
Reduced Level of Service - COVID-19

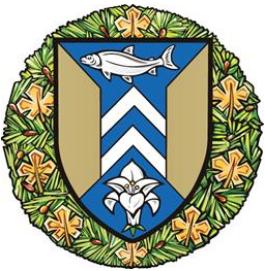
- Streets - Plowed by City
- Priority 1
- Streets - Plowed by City
- Priority 2
- Streets - Not Plowed by
City
- Railway
- Municipal Boundary



Sidewalk Maintenance Priority

- Priority 1 Sidewalks - Downtown
- Priority 1 Sidewalks - Located along Road Class 1-3
- Priority 2 Sidewalks - Provide access to Schools, Senior Homes, Soup Kitchen, Bus Stops & Downtown
- Priority 3 Sidewalks - All Remaining Maintained Sidewalks
- Road Class 1-3
- Road Class 4-6
- Railway
- ● Municipal Boundary
- Bus Stops
- Schools/Senior Homes/Soup Kitchen
- 350m Buffer around Schools/Senior Homes/Soup Kitchen





The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Winter Maintenance – Declaring a Significant Event

PURPOSE

The purpose of this report is to inform Council of the requirements for declaring a significant event under Minimum Maintenance Standards O.Reg 239/02 and to seek Council approval for commencing this practice starting the winter 2020-2021 season.

BACKGROUND

Changes to the Minimum Maintenance Standards ('MMS') O. Reg. 239/02 in 2018, allow municipalities to declare a significant weather event during which period of time the standards for roadway and sidewalk maintenance are affected.

Ontario Regulation 239/02 MMS for Municipal Highways, allows municipalities to declare a significant event when:

- A weather event is approaching or occurring;
- The weather event has the potential to pose significant danger to users of the highways which they have authority over; and
- Environment Canada has issued an Alert.

Monitoring the weather must continue to occur by our staff and if deemed practicable by the municipality, resources may be deployed to address snow accumulation/icy conditions on the roadways or sidewalks. The declaration of the significant event then deems all roadways to be in a state of repair with regard to snow accumulation/icy conditions until the declaration is ended by the municipality.

The declaration of a significant weather event, which must be triggered by an Environment Canada alert, may be done in one or more of the following ways as outlined in the regulation:

- By posting a notice on the municipality's website.
- By making an announcement on a social media platform, such as Facebook or Twitter.

Declaration of a Significant Weather Event

2020 11 30

Page 2.

- By sending a press release or similar communication to internet, newspaper, radio or television media.
- By notification through the municipality's police service.
- By any other notification method required in a by-law of the municipality.

A department operational guideline will be established and followed starting the 2020-2021 winter season.

ANALYSIS

By declaring a significant event, the residents and drivers within the municipality may not notice a change in road operations compared to other winter events. Public Works will continue to monitor the weather and patrol the roadways and deploy all available crews to address any snow and ice accumulation.

The declaration does suspend the standard timelines required for the municipality to meet their winter maintenance objectives until the significant event has ended and thus help to mitigate the municipality's liability. Once the municipality has declared the event has ended, the standard timelines for winter maintenance activities commence.

It should be noted that the declaration of a significant event is not a notice of a reduced level of service or road closure(s). It is a declaration that due to the forecasted or current conditions caution should be observed while using the transportation systems within the municipality.

FINANCIAL IMPLICATIONS

There are no direct financial implications related to this report.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

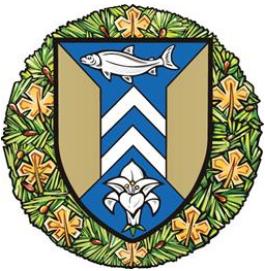
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works dated 11 30 2020 be received as information and that Council approve use of declaring a significant weather event as per Minimum Maintenance Standards for Municipal Highways O. Reg 239/02.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Director, Public Works
705.759.5207
s.hamiltonbeach@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, CAO
DEPARTMENT: Chief Administrative Officer
RE: 2020-2023 Corporate Strategic Plan

PURPOSE

To obtain Council approval for the 2020-2023 Corporate Strategic Plan.

BACKGROUND

The preparatory work in developing this plan took place in late 2019/early 2020 and included a workshop style special Council meeting on 2020 03 02. The subsequent development of the plan into a final document for eventual approval of Council was interrupted by the COVID-19 pandemic, albeit many of the important activities guided by the plan were able to be accomplished in 2020.

ANALYSIS

As discussed during the Council workshop session, the 2020-2023 Corporate Strategic Plan is a natural evolution of the 2016-2020 plan. During the 2016-2020 timeframe a number of governance and structural changes and important studies and reviews were completed with a view to provide more effective governance, alignment of resources and refining strategies and activities to fulfill the corporate mission and achieve the corporate vision.

Some of these efforts included the restructuring of City Council and senior management and the completion of several studies such as the Fire Master Plan, Economic Development review, Digital Strategy and the KPMG Service Level review. The community based FutureSSM initiative was also completed, serving as an important reference to ensure the corporate plan is aligned with the efforts of the community as a whole. In addition, a number of staff-led efforts, such as the Parks & Recreation Master Plan and the James Street Neighbourhood Strategy

Using the above noted items as a reference, the Council/SMT workshop session discussed the framework of the 2016-2020 plan and made a number of small adjustments in the Focus Area section. Specifically, under the Service Delivery focus area the customer service category was renamed Delivering Excellent and Equitable Customer Service, under the Quality of Life focus area the arts and culture category was renamed Promote, Grow & Support Arts & Culture and a

new category of Environment was added, and under the Community Development & Partnerships focus area, the partnerships category was renamed **Develop Partnerships With Key Stakeholders and Reconciliation**. The workshop session also provided the opportunity for council members to have in-depth discussion with senior staff on the key activities associated with the plan and offer input.

With the completion of these efforts, the key purpose of the 2020-2023 plan is to guide the implementation and completion of the key activities informed by the 2016-2020 plan and previous studies.

To help ensure timely implementation and completion of key activities, it is recommended that staff report on strategic plan progress on a quarterly basis, at the same meeting the quarterly financial reports are discussed. A companion reference document is being prepared to assist in this reporting, which will outline for Council the expected milestones/decision points of the activities.

FINANCIAL IMPLICATIONS

There is no specific financial impact associated with the adoption of the 2020-2023 Corporate Strategic Plan

STRATEGIC PLAN / POLICY IMPACT

Adoption to the 2020-2023 Corporate Strategic Plan provides a key guidance document for City Council, staff and the community to outline the Vision, Mission, Corporate Values and Strategic Focus Areas to inform the decisions of Council and the activities of staff over the 2020-2023 timeframe.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated 2020 11 30 concerning the 2020-2023 Corporate Strategic Plan be accepted and that Council approve the plan as presented.

Respectfully submitted,



Malcolm White
CAO
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SAULT STE. MARIE

Corporate Strategic Plan

2021-2024



Infrastructure



Service Delivery



Community
Development



Quality of Life

City of Sault Ste. Marie Council

2019-2022



Paul Christian
Ward 1



Sandra Hollingsworth
Ward 1



Christian Provenzano
Mayor



Luke Dufour
Ward 2



Lisa Vezeau-Allen
Ward 2



Donna Hilsinger
Ward 3



Matthew Shoemaker
Ward 3



Marchy Bruni
Ward 4



Rick Niro
Ward 4



Corey Gardi
Ward 5



Matthew Scott
Ward 5

Mission

To promote, encourage and lead economic and social growth within our community through the effective provision of municipal services and the development of community partnerships.



Vision

To be the leading innovative, dynamic and efficient municipal corporation in the Province of Ontario.



Values

Accountability and Transparency

We will be accountable to our citizens and transparent in carrying out our responsibilities.

Commitment to Citizens & Community

We will work together to provide inclusive and accessible services to our diverse community. We will strive to improve productivity and achieve excellence in customer service.

Respect, Engage & Value Employees

We will foster a respectful workplace where employees are treated with dignity and can excel as members of the corporate team.

Fiscal Responsibility

We will manage municipal finances in a responsible and prudent manner. We will implement best practices to ensure best value in service delivery.

Environmental Stewardship

We will use resources wisely to maintain and create a sustainable city for future generations.

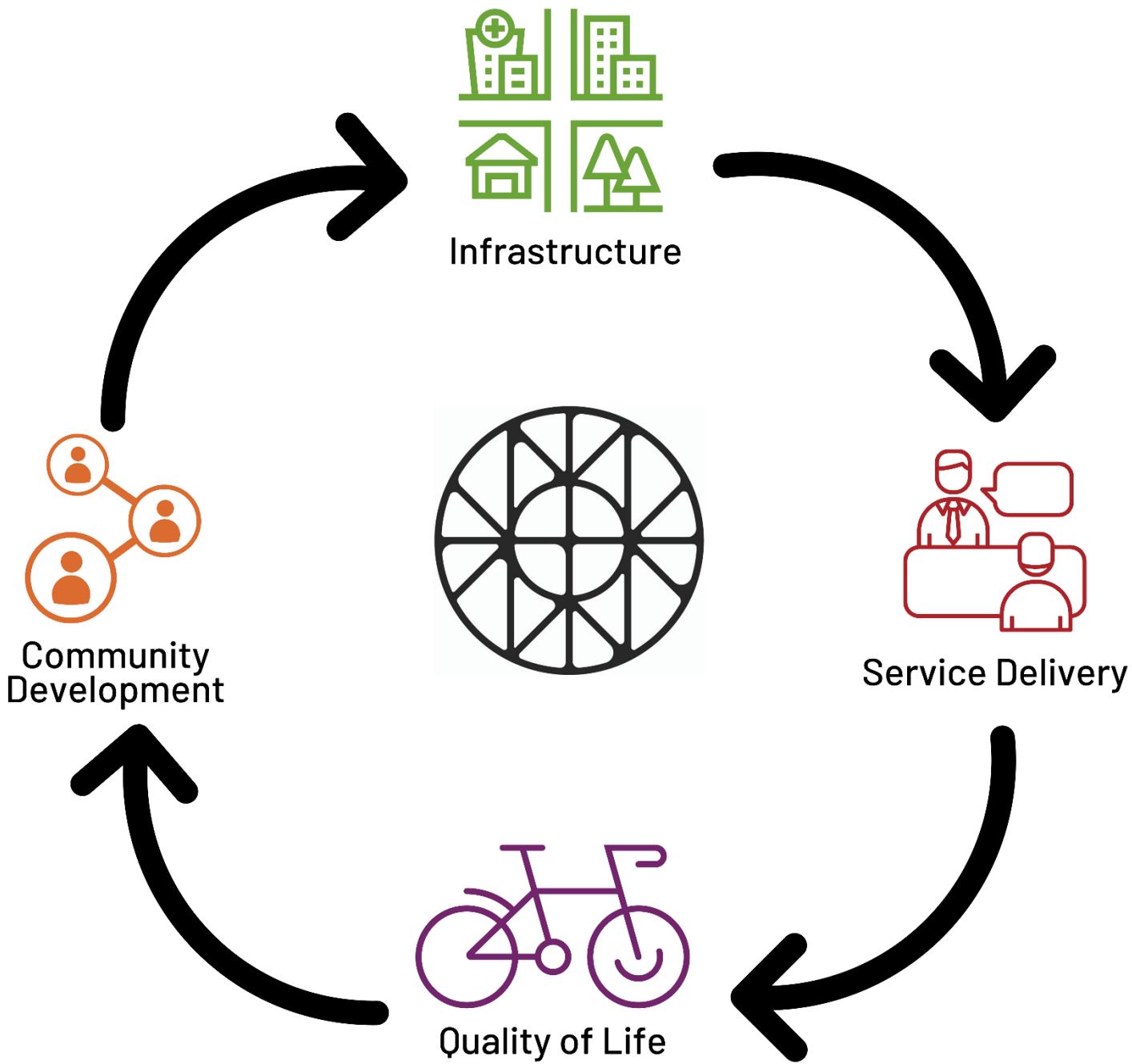
Integrity & Honesty

We will demonstrate honesty, sincerity and fairness in carrying out our responsibilities.

Innovation & Productivity

We will embrace innovative solutions to improve productivity and achieve excellence in customer service.

Strategic Focus Areas





Infrastructure

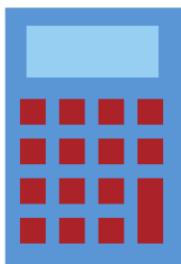
Asset management
Maintaining existing infrastructure
New infrastructure





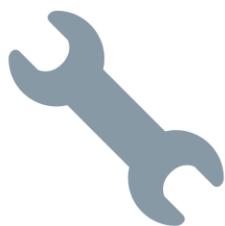
Focus area: **Infrastructure**

Key 2021 Activities



Asset
Management

- Asset Management Plan - Linear infrastructure



Maintaining existing
infrastructure

- Capital Transformation Program
- West End Water Treatment Plant Upgrade - Phase 1



New infrastructure

- Fire Master Plan Implementation - New Fire Hall
- Landfill Biosolids Process and Design



Service Delivery

Delivering excellent and equitable
customer service

Developing employees

Eliminating barriers to business and
streamlining processes





Focus area: **Service Delivery**

Key 2021 Activities



Delivering excellent and equitable customer service

- KPMG Municipal Service Delivery Review Follow-up
- Fleet Services Review
- Civic Centre Security/Customer Interaction Review



Developing employees

- KPMG Municipal Service Delivery Review Follow-up
- Revised Non-Union Performance Evaluation Implementation
- Leadership/Non-technical Training Review



Eliminating barriers to business and streamlining processes

- KPMG Municipal Service Delivery Review Follow-up
- Comprehensive Delegation of Authority By-law
- Digital Strategy Implementation



Quality of Life

Promote quality of life advantages

Welcome and seek immigration

Vibrant downtown areas

Promote, grow and support arts and culture





Focus area: **Quality of Life**

Key 2021 Activities



Promote quality of life advantages

- Community Wayfinding Implementation
- Remote Worker Attraction Campaign



Welcome and seek immigration

- Rural and Northern Immigration Pilot Program



Vibrant downtown areas

- Downtown Plaza Project
- Downtown Revitalization Initiatives



Promote, grow and support arts and culture

- Cultural Plan Implementation



Environment

- Active Transportation Implementation
- Environmental Sustainability Committee
- Community Greenhouse Gas Plan



Community Development

Create social and economic activity

Develop partnerships with key stakeholders and reconciliation

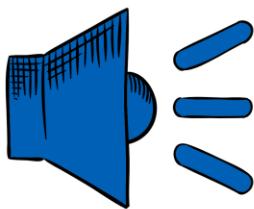
Maximize economic development and investment





Focus area: **Community Development**

Key 2021 Activities



Create social
and economic
activity

- Twin Pad Arena Project
- FutureSSM Implementation – Youth Initiatives



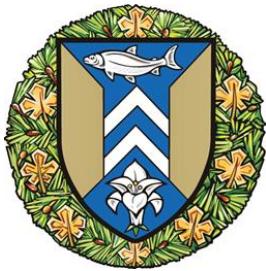
Develop
partnerships
with key
stakeholders and
reconciliation

- Community Safety Plan
- Tourism Attraction Product Development
- Bawating Advisory Circle



Maximize
economic
development
and investment

- Completion of EDC/TDC Transition
- Community Branding Implementation
- New Official Plan
- Investment Attraction Pilot



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

November 30, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Tom Vair, Deputy CAO, CDES
DEPARTMENT: Community Development and Enterprise Services
RE: Community Development Fund

PURPOSE

The purpose of this report is to seek Council's approval for a new Community Development Fund (CDF). The fund criteria and approval processes have been established to support the four pillars of community development identified in the FutureSSM strategy.

BACKGROUND

On February 24, 2020, Council passed the following resolution:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2020 02 24 concerning the creation of a Community Development Fund be received.

Further that Council direct staff to engage relevant stakeholders to finalize the criteria for the various components of the Community Development Fund and return to Council for final approval.

As previously reported to Council, an opportunity was identified to bring existing programs together, update the criteria and streamline the application/approval processes with a goal of increasing the positive impact of City investments.

The programs proposed to be included in the Community Development Fund include:

- Economic Development Fund (EDF)
- Cultural Financial Assistance Funding
- Conference and Special Events Fund
- Green Committee Fund
- Tourism Development Fund (delayed implementation recommended due to Covid-19)

More information about each program can be found in Attachment A – CDF Overview.

In addition to the grant programs described above, the City has three Community Improvement Plans (CIPs) in effect. Community Improvement Plans allow City Council to provide a benefit to the private sector in the form of either a tax rebate, reduced fees, or a cash grant. To be approved, a CIP must be consistent with the requirements of both Section 365 of the Municipal Act and Section 28 of the Planning Act.

- In 2013, City Council approved a Rental Housing Community Improvement Plan in response to a lack of new rental accommodation being constructed. This CIP provides for tax rebates on a declining basis over a three-year period for new rental housing projects. There is an additional incentive for facilities which support assisted-living programs or where additional barrier free units are constructed. This program would have expired on September 9, 2020. However, at their August 10, 2020 meeting, City Council approved an extension for an additional two years. The program is considered a success and 300 rental units have been constructed with several additional applications expected this year.
- In 2016, City Council approved a Downtown Strategy that included 46 specific recommendations focused on preserving and enhancing the downtown. In support of this strategy, City Council approved a Downtown Community Improvement Plan to allow for various building improvement grants for smaller businesses and tax rebates for major new development in the downtown. In partnership with the Northern Ontario Heritage Fund Corporation, a \$600,000 fund was created. To date, thirteen grants have been approved with additional applications pending. The funding portion of the current strategy will expire in September 2021.
- In 2018, City Council approved an Economic Growth Community Improvement Plan. This plan is designed to provide a benefit for new and expanding companies that are in those emerging sectors that have been identified in the Growth Plan for Northern Ontario and the Community Adjustment Committee's "People Place Prosperity" document. This program allows City Council to approve a one-time grant of up to \$100,000 or an amount as approved by Council; or a grant of up to 100% of the incremental increase in the municipal portion of the property taxes for a maximum of three years. To date, one application has been approved.

These three CIP programs help to achieve goals within the Corporate Strategic Plan and the FutureSSM community development strategy and will complement the proposed CDF.

The goal of migrating to a Community Development Fund is to increase the positive impact of City investments, streamline the application process and reduce red tape related to administration. Examples of improving the process and administration include:

- The CDF will permit rolling applications, which provides some flexibility for applications from worthwhile projects throughout the year. Currently the Cultural Financial Assistance Program has a single in-take date of January 15th and the Sustaining and Other Grants has a single in-take on September 1st.
- Provide delegation of authority for the signature of agreements once Council has approved the funding amount. This will speed up the administrative process and enable funds to flow to recipients as quickly as possible.
- Adjust the role and structure of the various committees involved in the approval process.

The Community Development Fund will provide a broader platform to support community development initiatives, which will have significant impact in achieving goals outlined in the Corporate Strategic Plan and FutureSSM community development plan. Given that funding is limited, the criteria have been revised to support the types of projects and outcomes desired from this strategic investment.

The total provided by the City across the various funding programs is over \$1.5M (Attachment A – CDF Overview). These funding programs will transition to the Community Development Fund for administration and a subset of the programs will have new criteria and workflow process. The programs with a new criteria and workflow include:

- \$500,000 EDF
- \$104,500 Cultural Financial Assistance Funding (increased \$50,600 in the 2020 budget)
- \$20,000 Conference and Special Events Fund
- \$50,000 Green Committee Fund

ANALYSIS

A number of considerations were used to finalize the Community Development Fund (CDF):

- Administration
- Municipal Act – Bonusing
- Goals and Objectives
- Criteria and Reporting

Each will be addressed in more detail below:

1. Administration

Community Development and Enterprise Services (CDES) and Finance have collaborated to administer EDF applications and administration of the CDF will continue in this manner moving forward. More specifically, CDES will be involved in working directly with proponents when developing applications for the CDF. Upon receipt of an application, CDES and Finance will review the application for eligibility and forward to the relevant Board or committee to review and provide a recommendation to City Council.

Finance will be the lead on reviewing claim submissions as proponents advance their projects. CDES will be involved with clients to receive information and report back to Council the outcomes of the project at completion and one year past project conclusion, at a minimum. Project outcome reporting may be extended for longer term projects.

2. Municipal Act – Bonusing

As previously reported to Council, based on staff analysis of the Municipal Act and considerations for bonusing, it is recommended the Economic Growth CIP be utilized for all private sector submissions to the CDF and the associated CIP criteria be applied.

The Economic Growth Grant Community Improvement Plan approved by City Council provides two grant programs for approved applicants: 1) an annual grant of up to three years to offset property tax increases resulting from improvement of lands and/or buildings; 2) a grant of up to \$100,000, or an amount as approved by City Council. Criteria have been established for the eligible costs for which the grant can be used.

3. Goals and Objectives

The previous EDF was established by City Council to promote economic growth and provide opportunities in areas of business, technology, tourism and education. This is still important today, but the new criteria for the CDF permit Council the flexibility to support projects that significantly advance the Corporate Strategic Plan and FutureSSM priorities and span the four pillars of community development.

City Council and staff must ensure that the community benefits include specific performance targets for any project approved. Therefore, in deciding how to allocate funding, consideration will be given to support initiatives that produce positive results in at least one of the following criteria:

- Net Job Creation: Projects that create sustainable, wealth generating jobs and diversify our economy. Ideally, this supports economic development that focuses on the creation of new products and services (e.g., manufacturing, science & technology, etc.) that are driven by external market demands;
- Increase Tax Assessment: Projects that increase new tax assessment (e.g. new industrial construction) or increased investment in existing facilities that would increase the tax assessment value of a facility;
- Increase Travel and Tourism: Projects that increase the number of visitors to the community and help to promote the advantages of Sault Ste. Marie to target markets. Note: tourism projects should utilize funds generated from the Municipal Accommodation Tax and the Tourism Development Fund once created;
- Arts and Culture: Projects that align with the recently approved Community Culture Plan and support the growth and development of the arts and culture sector;
- Social Equity: Projects that help Sault Ste. Marie to be a welcoming and inclusive community where everyone is valued and respected, has access to an acceptable standard of living, can fully engage and participate in all aspects of community life, and is able to realize their full potential. This includes projects that reduce poverty, strengthen the relationship with Indigenous peoples and communities, improve safety, improve the growth and development of children and support Sault Ste. Marie in continuing to be a welcoming and inclusive place that supports the wellbeing of its citizens;
- Environmental Sustainability: Projects that reduce the carbon footprint of the community, increase environmental sustainability, improve resilience and foster awareness of important environmental programs;
- Strategic Community Development Projects: Projects that are consistent with FutureSSM strategic priorities or that support the creation of new economic engines for Sault Ste. Marie (e.g., workforce development, targeted/enhanced promotion, marketing, research, and strategy development).

4. Criteria and Reporting

The criteria for the CDF is explained in detail in the following attachments:

- Attachment B - CDF - Economic Development Program
- Attachment C - CDF - Arts & Culture Assistance Program
- Attachment D - CDF – Green Initiatives Program
- Attachment E - CDF – Social Equity Program

FINANCIAL IMPLICATIONS

The Community Development Fund will be established using existing funding sources previously approved by Council for separate programs. The funding

Community Development Fund

2020 11 30

Page 6.

sources that will have new funding criteria and workflow include (2020 budget allocations shown):

- Economic Development Fund (\$500,000)
- Cultural Financial Assistance Funding (\$104,500)
- Conference and Special Events Fund (\$20,000)
- Green Committee Fund (\$50,000)

No new funding is required for the creation of the Community Development Fund.

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 Deputy CAO, Community Development & Enterprise Services dated 2020 10 26 concerning the creation of a Community Development Fund be received.

Further that Council approve the workflow and criteria as presented in Attachments A-E for the various components of the Community Development Fund.

Further that Council permit a delegation of authority to enable the Deputy CAO, Community Development and Enterprise Services or his/her designate to sign Community Development Fund agreements for contributions approved by City Council.

Respectfully submitted,



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Community Development & Enterprise Services
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t.vair@cityssm.on.ca

Community Development Fund

Background

The new Community Development Fund enhances the existing funding programs by:

- Clarifying administration and accountabilities for the funding programs
- Providing consistent funding application processes and timing
- Utilizing new criteria that better reflects the Corporate Strategic Plan, FutureSSM Community Development plan and economic & tourism development strategies
- Consolidating certain programs with a goal of greater community impact

The amount available for funding applications would be \$645,000 and a rolling intake process would be established. The focus and criteria of the Community Development Fund would support the four pillars of the FutureSSM community development plan:

- 1) Economic Growth and Diversity
- 2) Cultural Vitality
- 3) Social Equity
- 4) Environmental Sustainability

The Community Development Fund incorporates existing funding programs. The City of Sault Ste. Marie invests significantly into the Arts and Culture sector with annual operating grants for the Art Gallery of Algoma, Bushplane Heritage Centre and Sault Ste. Marie Museum. This funding support totals \$734,076 annually and no changes to these funding levels are envisioned as part of the Community Development Fund.

Some of the funding for the Community Development Fund will be tied to specific pillars, however the fund will provide flexibility to Council in making funding decisions. The programs with a check mark below indicate the current programs with revised criteria and workflow:

- Economic Growth and Diversity
 - ✓ The Economic Development Fund was previously established with a budget of \$500,000 annually. Recently, City Council approved a resolution that allocates \$100,000 per year for development projects at Sault College and Algoma University (\$50,000 respectively from 2020-2022).
 - ✓ With the implementation of the Municipal Accommodation Tax (MAT), a Tourism Development Fund (TDF) will be created with criteria developed by Tourism Sault Ste. Marie and recommended to City Council. Given the impact of Covid-19 on MAT revenues, the implementation of the TDF is delayed and currently estimated for implementation in 2022.
- Cultural Vitality
 - There are a number of programs that contribute to cultural vitality with a total funding of \$956,591.
 - i. \$734,166 Cultural Financial Assistance for Sustaining and other Grants

- ✓ \$100,000 Cultural Financial Assistance Program add in the in-kind for events
 - ii. \$70,970 Heritage Property Tax Rebates (2019 figure)
 - ✓ \$20,000 Conference and Special Events Fund
 - iii. \$13,955 Heritage Property Grant and Expenses
 - iv. \$1,500 Cultural Recognition
 - v. \$2,000 Walk of Fame
 - vi. \$5,000 Community Development Fund (event support)
- Social Equity
 - There has been no historical fund available for applications within the Social Equity pillar; however the City does support a number of organizations and initiatives that would fall under the social equity pillar with a total of \$118,577:
 - i. Algoma University - \$40,000
 - ii. MYAC funding - \$27,500
 - iii. Crimestoppers - \$25,000
 - iv. Pee Wee Arena - \$21,077 (estimated 2021 taxes)
 - v. Other Sports Grant - \$5,000
 - Environmental Sustainability
 - ✓ \$50,000 Green Committee Fund

Summary Table

| Name | Amount | Application In-Take |
|---|-----------|---|
| Financial Assistance for Sustaining and Other Grants - Art Gallery \$280,875, SSM Museum \$206,091, Bushplane Heritage Centre \$175,000, In-Kind \$72,200 | \$734,166 | Sept 1st Single Intake for in-kind contributions; grants in annual budget |
| Economic Development Fund | \$500,000 | Rolling applications in-take |
| Cultural Financial Assistance Grants | \$75,000 | Jan. 15 th Single Intake |
| Green Committee projects | \$50,000 | Rolling applications for internal City projects |
| Algoma University | \$40,000 | Annual budget consideration |
| Mayor's Youth Advisory Committee - \$5,000 Grants; remainder youth programming | \$27,500 | Annual budget consideration |
| Crimestoppers | \$25,000 | Annual budget consideration |
| Conference and Special Events Fund | \$20,000 | Rolling applications in-take |
| Pee Wee Arena | \$21,800 | Annual budget consideration |
| Heritage property grants (\$12,000) and administrative expenses | \$13,955 | Rolling applications in-take |
| Heritage Property Tax Rebates | \$70,970 | 2019 Municipal rebate total |
| Community Development Fund | \$5,000 | Rolling applications in-take |

| | | |
|--|--------------------|------------------------------|
| Financial Support for Participation in Sports/Cultural Events/Miscellaneous Competitions | \$5,000 | Rolling applications in-take |
| Walk of Fame | \$2,000 | Administrative budget |
| Parks and Rec Advisory Committee | \$1,865 | Administrative budget |
| Cultural Recognition | \$1,500 | Administrative budget |
| Total | \$1,521,973 | |

 The highlighted funds that will have new criteria and workflow within the new Community Development Fund.

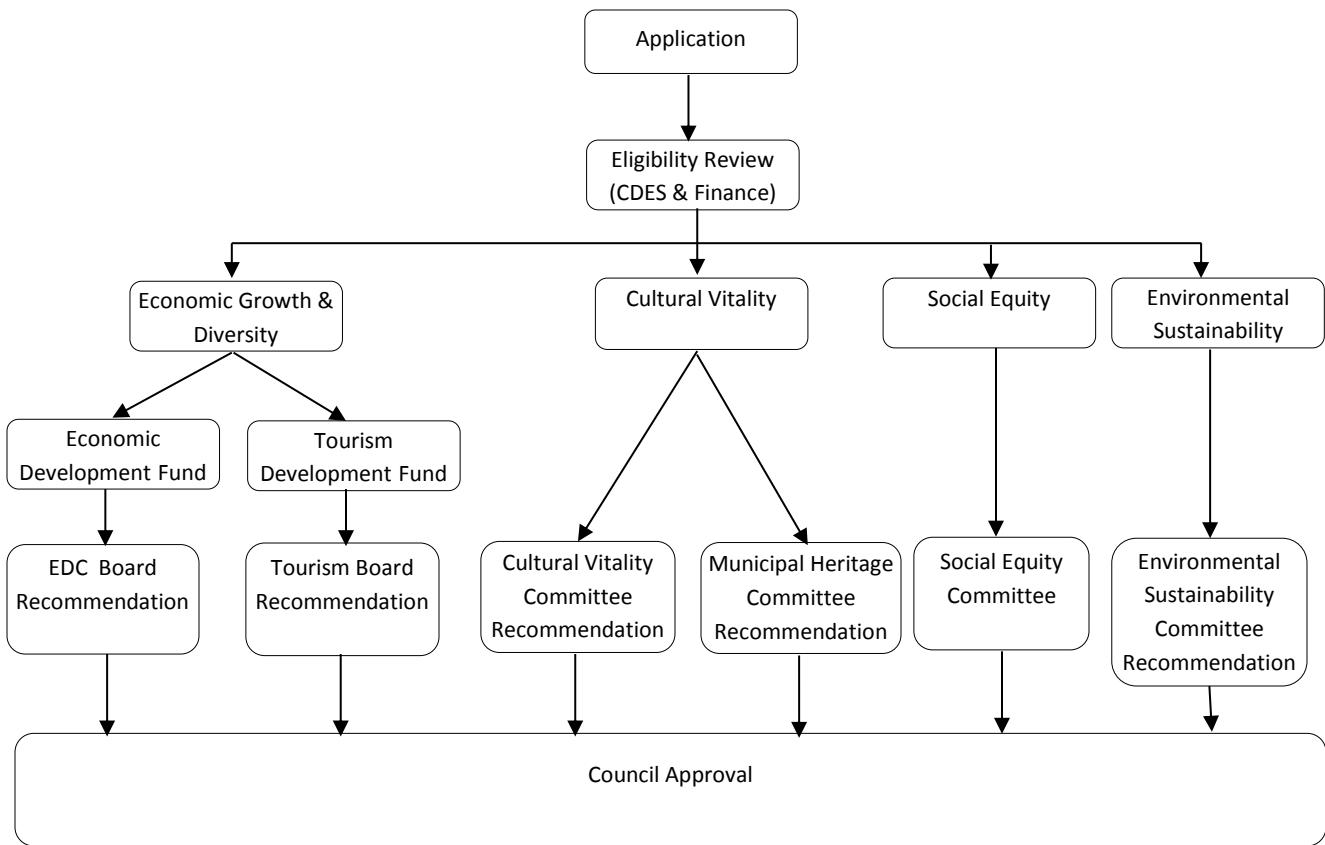
Objectives

The Community Development Fund has the following objectives:

- Provide City funds, or other forms of financial assistance (in-kind services), in limited amounts, to eligible organizations that warrant City support;
- Evaluate all applications equitably and consistently;
- Ensure that recipients of funds are held accountable for targeted results;
- Ensure an adequate administrative system of review for each organization making a request, and a follow up review for organizations receiving funding;
- Ensure that full value is obtained for financial assistance provided by the City;
- Enhance the financial decision-making through effective and responsible fiscal management by Council and the City Departments (City of Sault Ste. Marie Strategic Plan);
- Align with relevant strategic plans, including:
 - City Corporate Strategic Plan
 - FutureSSM Community Development Strategy
 - Community Culture Plan
 - Tourism Development Strategy
 - Economic Development Strategy

Approval Process

The criteria for the new funding streams has been finalized in consultation with relevant stakeholders and will be reviewed and receive recommendations from subject matter experts:



Criteria

The following criteria and guidelines will be used to assess applications for all streams of funding:

1. Individual organizations must demonstrate the following:

- Community benefit – clear, measurable benefits to the community
- Appropriate financial reporting and controls that demonstrate the financial capability and capacity to manage the project.
- Accountability of organization with clear identity, appropriate organizational structure and capacity to deliver project
- Involvement of multiple partners in planning, doing or evaluating the work (where appropriate)
- Support from individuals who are knowledgeable about the sector and/or the initiative

2. The organization must have a clearly stated purpose and function and must be fully responsible for the planning and provision of its services.

3. The organization must demonstrate the need for funding

5. Where appropriate, organizations should show that the private sector or non-governmental field has contributed a minimum of 20% of the funding for the program.

6. The organization shall provide evidence that it has fully explored other sources of financial support, including upper levels of government, foundations, private industry, fundraising, user fees, etc.

7. The organization must provide the appropriate financial and organizational information (where appropriate):

- Copies financial statements and/or annual budget
- Business plan or corporate strategic plan
- If the organization is currently funded by the City, indicate the percentage of costs the City funds
- No significant past deficits or large, unrestricted reserve funds or accumulated surplus

8. An organization must be able to monitor outcomes and be able to evaluate activities for which the grants were received. It must be willing to participate in an evaluation process of its service standards and attainment of objectives and a project summary within one year of project completion.

The specific program criteria for each stream are outlined in more detail in the following documents:

- CDF - Economic Development Program
- CDF - Arts & Culture Assistance Program
- CDF – Green Initiatives Program
- CDF – Social Equity Program



SAULT STE. MARIE

Economic Development Program

The purpose of the Economic Development Program of the Community Development Fund is to support job creation, increased tax assessment and the implementation of strategic economic development projects.

1. Key Performance Targets

Funding consideration will be given to support initiatives that would result in:

- 1.1. Net Job Creation: Projects that create sustainable, wealth generating jobs that pay at minimum a living wage and diversify our economy. Wealth generating jobs are those that bring new monies into the community and focus on the creation of new products and services (e.g., manufacturing, science & technology, etc.) that are driven by external market demands.
- 1.2. Increase Tax Assessment: Projects that increase new tax assessment (e.g. new industrial construction) or investment in existing facilities that increases the tax assessment value of that facility.
- 1.3. Economic Development Projects: Projects that advance community and economic development strategies and/or support the creation of new economic engines for Sault Ste. Marie. This could include infrastructure development, labour development, enhanced promotion and marketing activities, research and strategy development.

2. Eligible Applicants

Eligible Applicants include private sector businesses, non-profit economic development organizations and City departments.

Private sector applicants can be local, existing companies looking to expand operations and new, external companies. The project must not unfairly compete with other local enterprises and, as indicated above, should focus on products and services that are driven by external market demands.

3. Application Requirements

Applicants will complete the following application information, provide a covering request letter, and will provide the necessary supporting documentation to support their request. The application will include a business or project plan, which outlines:



3.1. Applicant Information

- Legal name of business/organization
- Names of Officers, Directors & Principals
- History of Organization
- Organization mandate
- Key contact for initiative
- Contributing partners
- References

3.2. Project Information

- Project description
- Objectives
- Performance targets
- Impacts and Limitations of Project
- Methodology and timing (including key dates for progress reports and final report to Council)

3.3. Costs and Financing

- Detailed project costs
- Financing arrangements (e.g., equity, loans, etc.) and funding partners
- In-kind contributions
- Balance, Financial Statements, Cash flow projections (historical and projected), where appropriate
- Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

3.4 Economic Benefits

- Description of how the project promotes economic growth and diversification
- Projected job creation
- Potential for tax assessment increase
- Other economic and community benefits

3.5 Community Benefits

- How the project complements other local initiatives
- Impact on the community as a whole

After receiving the Application requirements, City staff may request further information and clarification from the proponent.

For processing, all applications will be sent to:



Tom Vair
Deputy CAO, Community Development & Enterprise Services
99 Foster Drive, Second Level
Sault Ste. Marie, ON P6A 5X6
Telephone enquiries: (705) 759-5308
E-mail: t.vair@cityssm.on.ca

4. Process for Evaluating Proposals

- 4.1. The Community Development & Enterprise Services Department will provide the resources to support the intake of applications and support the proponent(s) in the development of their proposal.
- 4.2. The City Finance and Legal Department, through the CD&ES, will provide recommendations regarding economic resources available and related concerns (e.g., due diligence collaboration, risk management, Municipal Act, etc.)
- 4.3. Once an application has been deemed eligible and complete by City staff, applications will be reviewed with the Sault Ste. Marie Economic Development Corporation Board of Directors for recommendation to City Council.
- 4.4. All requests will be presented to Council in writing with supporting presentations by the applicant, if required. A copy of the application will be included in the Council package which is public. Any confidential material to support the application should be contained in a separate document and marked confidential.
- 4.5. City Council will make the final decision regarding the approval of financial contributions.

5. Accountability, Monitoring and Reporting of Results

The following will be expected from the successful applicants:

- 5.1. Recognition of the Community Development Fund contribution to the project in reports and appropriate marketing products, including the City logo.
- 5.2. Progress reports as outlined in their application timetable and proposal to City Council.
- 5.3. A final project report containing an evaluation of the success of the initiative in meeting its goals and key performance targets as well as the benefits to the community.
- 5.4. A complete report of all revenues and disbursements for the project within 6 months of completion of project. The City Finance Department will require supporting financial documentation (e.g. paid invoices, etc.) and has the right to review or audit project.

The Economic Development Funds are provided on a re-imbursement basis, i.e., an organization incurs the cost, provides invoices to the City in a claim report and the City's contribution level to the project is then provided. Where other levels of government or other funding programs are involved, the City will receive claim packages as submitted to the other funding agencies and pay their proportional share of approved and eligible project costs.



6. Individual organizations must demonstrate the following:

- Community benefit – clear, measurable benefits to the community
- Appropriate financial reporting and controls that demonstrate the financial capability and capacity to manage the project.
- Accountability of organization with clear identity, appropriate organizational structure and capacity to deliver project
- Involvement of multiple partners in planning, doing or evaluating the work (where appropriate)
- Support from individuals who are knowledgeable about the sector and/or the initiative

7. The organization must have a clearly stated purpose and function and must be fully responsible for the planning and provision of its services.

8. The organization must demonstrate the need for funding

9. Where appropriate, organizations should show that the private sector or non-governmental field has contributed a minimum of 20% of the funding for the program.

10. The organization shall provide evidence that it has fully explored other sources of financial support, including upper levels of government, foundations, private industry, fundraising, user fees, etc.

11. The organization must provide the appropriate financial and organizational information (where appropriate):

- Copies financial statements and/or annual budget
- Business plan or corporate strategic plan
- If the organization is currently funded by the City, indicate the percentage of costs the City funds
- No significant past deficits or large, unrestricted reserve funds or accumulated surplus

12. An organization must be able to monitor outcomes and be able to evaluate activities for which the grants were received. It must be willing to participate in an evaluation process of its service standards and attainment of objectives and a project summary within one year of project completion.



SAULT STE. MARIE

CDF - Arts & Culture Assistance Program (ACAP)

Introduction

Support for the local arts and culture sector is an investment in a community's quality of life, economic growth and diversity, and sustainability. To this end, the City of Sault Ste. Marie developed its first-ever *Community Cultural Plan 2019-2024* to create a vision statement, guiding principles, goals and recommendations to foster growth and development of the local arts and culture sector. To learn more, visit <https://futuressm.com/projects/community-cultural-plan/>.

The Sault Ste. Marie Arts & Culture Assistance Program (ACAP) is a key tool in delivering the *Community Culture Plan 2019-2024*. The City's Community Development and Enterprise Services Department is coordinating the grant application process. The following sections highlight the application guidelines and review procedures.

Program Priorities

The goal of ACAP is to provide funding support, in line with the priorities identified in the *Community Cultural Plan 2019-2024*, to foster the growth and development of the local arts and culture sector. Priority will be given to funding applications that demonstrate the following:

- Compliments and supports existing City initiatives, plans and projects while contributing effectively to the development of arts, culture and heritage in Sault Ste. Marie.
- Contributes to the community's economic diversity through the development of arts, and culture products and tourism.
- Provides mentorship and participatory opportunities for youth and historically-underrepresented groups in the community.
- Increases organizational capacity and sustainability of local arts organizations, collectives and artists.
- Provides professional development opportunities for emerging and professional arts and culture practitioners.
- Fosters community connections, partnerships and networks.
- Provides opportunities for volunteerism.
- Significantly contributes to the quality of life and sense of identity in Sault Ste. Marie.

Applications should support and align with these program objectives. When developing grant proposals, applicants should also consider how their projects align with the goals and outcomes of the *Community Cultural Plan 2019-2024*.



General Notes to Applicants

- Total Funds available for all Grant types in the ACAP Program: \$104,400
- Only one request per applicant can be considered per fiscal year.
- All programs, projects and undertakings must be included in the application request.
- Granting of assistance in any one year or over several years is not to be interpreted as a commitment to future years' funding.
- Grants are not automatically awarded based on previous years' applications.
- Decisions regarding ACAP funding are recommended by the Cultural Vitality Committee and approved City Council.
- Some exemptions to the eligibility criteria may apply and are at the discretion of the Cultural Vitality Committee. For questions and clarification, please contact City staff.
- Successful applicants will be required to submit progress and/or final reports.
- Successful applicants must acknowledge the support of the City of Sault Ste. Marie in any media communications – local or otherwise – and may be asked to provide general feedback on the grant.
- The Applicant must extend services to the general public and must not exclude anyone by reason of sex, age, race, religion or ethnic background.

Submission Dates

Applications for ACAP will be accepted in two intervals: Early Intake and Late Intake. These intakes are designed to better support applicants who have varying fiscal year commencements, along with projects and/or festivals or events that occur early in the year.

Completed ACAP applications shall be accepted by the City of Sault Ste. Marie no later than the posted intake deadlines. Requests for financial assistance received after the intake deadlines will not be considered.

Early Intake

Grant Submission Deadline: Last Friday in October of each calendar year.

Review period and approvals Nov-Dec of each calendar year. The Early Intake grants are scheduled to be disbursed to successful applicants by late-January 2022.

Applications will be accepted from mid September, 2021 to the last Friday in October, 2021 for all ACAP funding categories that have activities and/or whose fiscal year commences between January 1 and June 30.



EARLY INTAKE TIMELINE:



Late Intake

Grant Submission Deadline: Last Friday in March of each calendar year.

Review Period and approvals Apr-May of each calendar year. The Late Intake grants are scheduled to be disbursed to successful applicants by early-June 2022.

Applications will be accepted from mid Feb to Last Friday in March for all ACAP funding categories that have activities and/or whose fiscal year commences between July 1 and December 31.

LATE INTAKE TIMELINE:



Notes to Applicants:

- 75% of the total funds available for the program will be granted in the early intake, with 25% granted in the late intake.



- If grant allocations are not fully utilized in the early intake they may be re-allocated to the late intake. Grant allocations not fully utilized in the late intake may be distributed to approved applications from the early intake.

Grant Types and Eligibility

Grants for the ACAP Program fall within four streams:

- Project
- Operational
- Festival/Event
- Cultural Diversity

Project Grants

The Project Grants support small to large scale, one-time public and community arts, culture and heritage projects produced by Sault Ste. Marie based incorporated not-for-profit (NFP) arts, culture and heritage organizations, unincorporated arts, culture and heritage organizations/collectives. Projects should contribute to the discourse, practice or art form; should engage community; and must be a one-time, single creative project or a time-limited series and be completed within the fiscal year of funding approval.

This program has been designed to develop, support, promote and increase awareness of public and other community arts, culture and heritage projects that add beauty, vitality and character throughout the city.

Program Objectives:

- Enhance Sault Ste. Marie's public spaces.
- Engage and vitalize Sault Ste. Marie's neighborhoods through physical enhancements.
- Showcase local artists and mentor emerging talent.
- Celebrate the City of Sault Ste. Marie and foster a greater sense of belonging in the City and among community members.
- To encourage the creation of publicly accessible, permanent or temporary artworks demonstrating artistic merit and community benefit.
- To encourage collaborative partnerships between artists, arts organizations, communities, and local non-profits societies.
- To strengthen artistic and community outcomes of community-led public art projects.
- To foster community pride through the creation and appreciation of artistic works.

Funding may be used for (but not limited to): Performances, Installations, Sculptures, Murals, Monuments, Street furniture, or other creative endeavors supporting arts, culture and heritage sector development.

Project Grants are divided into two sub-categories: Small Project Grants and Large Project Grants.



1.) Small Project Grants

Amounts requested under \$2,999, to a maximum of 100% of the Project budget

The Applicant must:

- Be an incorporated not-for-profit arts/culture organization or an unincorporated arts/culture organization/collective that is based in Sault Ste. Marie. If an organization is based outside of the city, funding may still be granted, provided there's a demonstrated substantial local benefit or involvement.
- Maintain a clear distinction in programs and budgets between the organization's ongoing activities and its arts/culture project.
- Have a stable volunteer/staff base in place to carry out activities. For instance, the organization must have a governance structure and identifiable partners.
- Requests from organizations whose primary mandate is not arts and culture may be considered if the project demonstrates a significant arts/culture component that enhances community access or promotes the development of the arts and culture sector in Sault Ste. Marie.

2.) Large Project Grants

Amounts requested between \$3,000 up to \$20,000, to a maximum of 75% of the Project budget

The Applicant must:

- Be an incorporated not-for-profit arts/culture organization that is based in Sault Ste. Marie. If an organization is based outside of the city, funding may still be granted, provided there's a demonstrated substantial local benefit or involvement.
- Maintain a clear distinction in programs and budgets between the organization's ongoing activities and its arts and culture project.
- Have a stable volunteer/staff base in place to carry out activities. For instance, the organization must have a governance structure and identifiable partners.
- Have an independent and volunteer board of directors that meets regularly and does not receive financial remuneration for this project.
- Submit financial statements for the applying organization that are in line with generally accepted accounting procedures (GAAP).
- Requests from organizations whose primary mandate is not arts and culture may be considered if the project demonstrates a significant arts/culture component that enhances community access or promotes the development of the arts and culture sector in Sault Ste. Marie.

Regardless of the amount requested, the project must:

- Have a distinct start and end date within the year that the grant is provided.
- Have specific deliverables based on the project.
- Benefit the residents of Sault Ste. Marie.
- Fit within a realistic budget and have sources of funding other than the City of Sault Ste. Marie. To inquire about what a realistic request levels and expenses are, please contact City staff (see Contact section below).
- Demonstrate a willingness to cooperate with related groups and partners in the community.



Operating Grants

Operating Grants are divided into two sub-categories: Operational Assistance and Seed Funding. Grants are subject to a new application process each year. *Operating Assistance Grants may not exceed a maximum of 25% of applicants' projected operating budget.*

1.) Operational Assistance

Operational Assistance Grants support organizations that have an ongoing presence within the City of Sault Ste. Marie and an established track record of successfully providing quality programming and/or services. Grants provide financial assistance to artists, cultural producers, collectives and organizations working within the local arts and culture sector. This program aids in the fulfilment of mandates, artistic vision and artistic/professional development. It also fosters artistic excellence and enables local audiences to experience art, culture and heritage in a variety of forms.

Program Objectives:

- Support the creation, production, presentation, exhibition, and dissemination of arts, and culture within Sault Ste. Marie's culturally diverse community.
- Support the educational, training and service organizations that foster the development of local arts and culture.
- Support local professional artists, cultural producers and practitioners working in all disciplines and from all backgrounds.
- Support community-based artistic activities that engage audiences, build community and develop local arts and culture.

Funding may be used for (but not limited to):

- Fees related to operations such as marketing, legal and accounting.
- Non-capital program and office equipment and supplies necessary for the ongoing operation and development of the organization. Program equipment and supplies could include costumes, props, art supplies and equipment.
- Employee compensation and development related to the proposed activities.
- The space where the organization operates and related expenses – such as rent, insurance, utilities and maintenance – that are related to the proposed activities.
- Defray a portion of operating expenses or a portion of program costs for established cultural applicants that also receive substantial revenue from other sources, including ticket or membership sales, donations from the private sector and support from other levels of government.
- Special/one-time activities, including exhibits, performances or specific aspects of festival participation such as website development and ticketing systems.
- Training and development for skills upgrading within the organization for the benefit of the community. This is commonly referred to as "capacity building." Examples may include board training in governance or financial literacy, volunteer programs or development opportunities for staff.
- Acquisition of equipment necessary for the ongoing development of the organization, such as a point-of-sale system. The equipment can't be for one-time use. Applicants must demonstrate how the equipment fits with the following criteria to be considered eligible:
 - Is vital to the success of a larger project or program that aligns with the assessment criteria
 - Is of reasonable cost and specification for the use described



- The organization has the training and capacity in place to use the equipment properly
- The organization will retain the equipment as a long-term resource and/or must be portable

The Applicant must:

- Be an established and incorporated not-for-profit organization, with arts and culture as its primary mandate, based in Sault Ste. Marie. If an organization is based outside of the city, funding may still be granted, provided there is a demonstrated substantial local benefit or involvement.
- Have been in existence for at least two years providing regularly scheduled artistic/cultural programming in the community.
- Outline its services with specific deliverables that benefit the residents of Sault Ste. Marie, as laid out in the *Community Cultural Plan 2019-2024*.
- Demonstrate a willingness to cooperate with related groups in the community.
- Maintain a clear distinction in programs and budgets between the organization's ongoing activities and its arts and culture projects.
- Have a stable staff/volunteer base in place to carry out activities. They must demonstrate governance structure and partners.
- Requests from organizations whose primary mandate is not arts and culture may be considered if the project demonstrates a significant arts and culture component that enhances community access or promotes the development of the arts and culture sector.
- If requested, the applicant must prove responsible management through detailed budgets, properly prepared financial statements and provide activity reports and other supporting data.
- The applicant must have an independent volunteer board of directors that will assume full responsibility for the administration of the funds, or an agent acceptable to City Council.
- Demonstrate the need for the requested funding and provide evidence that funds are confirmed/projected from a variety of other sources that are clearly stated in the application, including donations, sponsorships, user fees other government sources.
- There must be a rationale to support the proposal.

Seed Funding

Seed or "start-up" assistance may be considered for applicants who require funds to start a worthwhile operation that will see a benefit to the local arts and culture sector if the following conditions are met:

- The project should be innovative.
- The project should serve a special need not being served in some other way or by another organization.
- The applicant can demonstrate good organizational, financial and project management.

Eligible Expenses for Operating Grants

The costs incurred to deliver the organization's programs and services, including:

- Employee compensation and development related to the proposed activities.
- The space where the organization operates – along with related expenses such as rent, insurance, utilities and maintenance, if the expenses are related to the proposed activities.



- Fees related to operations, including marketing, legal and accounting.
- Non-capital program and office equipment/supplies necessary for the ongoing operation and development of the organization. Program equipment may include costumes, props, art supplies and other equipment.

Notes to Applicants:

- Operating Assistance Grants are subject to a new application process each year.
- Only one application annually per organization will be considered for Operational Assistance.
- Operating Assistance Grants may not exceed a maximum of 25% of applicants' projected operating budget.
- Please contact City staff prior to submitting a Seed Funding application to ensure that your start-up fits the above criteria and aligns with City and *Community Culture Plan 2019-2024* objectives.
- Seed Funding may only be applied for once by an organization. Start-ups seeking further operational funding, in subsequent years, may apply for funding through the Operational Assistance stream.

Festival and Event Grants

Festival and Event Grants are divided into two sub-categories: Community Events and Major Cultural Celebrations. Festival & Event Grants seek to sustain and encourage growth in existing events and to support the development of new events that foster community connections while contributing to residents' quality of life and sense of identity.

Community Event Grants (Under \$5,000):

Grants are available to support community events that provide opportunities for diverse populations to come together. Community events are typically (but not exclusively) single-day events.

Program Objectives:

- Encourage congregation or convening.
- Evoke a sense of celebration.
- Express the diversity and uniqueness of the residents of Sault Ste. Marie.
- Foster community connectivity.
- Inclusive, welcoming and entertaining.
- Provide opportunities for local talent.

Funding may be used for (but not limited to):

- Street parties
- Film screenings
- Organized performances
- Food festivals
- Farmers/art markets
- Fandom gatherings
- Other creative festivals and events that support the development of the arts and culture sector, along with the objectives of the Arts & Culture Assistance Program

The Applicant must:

- Be an incorporated not-for-profit arts/culture organization that is based in Sault Ste. Marie. If an organization is based outside of the city, funding may still be granted,



provided there's a demonstrated substantial local benefit or involvement and the event takes place in Sault Ste. Marie.

- Maintain a clear distinction in programs and budgets between the organization's ongoing activities and its arts and culture projects.
- Have a stable volunteer/staff base in place to carry out activities. For instance, the organization must have a governance structure and identifiable partners.
- Requests from organizations whose primary mandate is not arts and culture may be considered if the project demonstrates a significant arts and culture component that enhances community access or promotes the development of the arts and culture sector.
- If requested, the applicant must prove responsible management through detailed budgets, properly prepared financial statements, and provide activity reports and other supporting data.
- Incorporated not-for-profit applicants must have an independent volunteer board of directors that assumes full responsibility for the administration of the funds, or an agent acceptable to City Council.
- There must be a rationale to support the proposal.

Major Cultural Celebrations (\$5,000 - \$10,000):

Grants are available to support large-scale, multi-day cultural celebrations or components of such an event.

Program Objectives:

- To support major local arts and culture festivals that attract both local and non-local audiences and that celebrate the artistic and creative expression of Sault Ste. Marie's artistic, heritage and cultural communities.
- To enhance the quality of life in Sault Ste. Marie by providing opportunities for community participation, social interaction and cultural involvement.
- To build the capacity and increase the sustainability of the local arts, heritage and cultural sector.
- To present a significant program of cultural activities and entertainment.
- To mix artistic programming with cultural attractions, entertainment, demonstrations and other activities to create a full event or festival program.
- To encourage congregation and celebrate community connectivity.
- To express the diversity and uniqueness of the residents of Sault Ste. Marie.

Funding may be used for (but not limited to):

- Arts festivals
- Food festivals
- Music festivals
- Comedy festivals
- Film/theatre festivals
- Seasonal festivals (winter, summer, spring or fall)
- Other creative festivals and events that support the development of the arts and culture sector, along with the objectives of the Arts & Culture Assistance Program

The Applicant must:

- Be an incorporated not-for-profit arts/culture organization that is based in Sault Ste. Marie. If an organization is based outside of the city, funding may still be granted,



provided there's a demonstrated substantial local benefit or involvement and the event takes place in Sault Ste. Marie.

- Have been in existence for at least four years providing regularly scheduled artistic/cultural programming in the community.
- Outline its services with specific deliverables that benefit the residents of Sault Ste. Marie, as laid out in the *Community Cultural Plan 2019-2024*.
- Demonstrate a willingness to cooperate with related groups in the community.
- Maintain a clear distinction in programs and budgets between the organization's ongoing activities and its arts and culture projects.
- Have a stable volunteer/staff base in place to carry out activities. For instance, the organization must have a governance structure and identifiable partners.
- Requests from organizations whose primary mandate is not arts and culture may be considered if the project demonstrates a significant arts and culture component that enhances community access or promotes the development of the arts and culture sector.
- If requested, the applicant must prove responsible management through detailed budgets, properly prepared financial statements, and provide activity reports and other supporting data.
- Incorporated not-for-profit applicants must have an independent volunteer board of directors that assumes full responsibility for the administration of the funds, or an agent acceptable to City Council.
- Demonstrate the need for the requested funding and provide evidence that funds are confirmed/projected from a variety of other sources that are clearly stated in the application, including donations, sponsorships, user fees other government sources.
- Provide evidence of past large-scale, multi-day festival/event production and management experience/success.

All applicants in the Major Cultural Celebrations category should have a demonstrated capacity to run large events. Applicants must also demonstrate that they have an established audience, or be able to show clear potential for significant audience development. As well, that should be delivering a relatively unique experience not currently offered by other organizations.

Notes to Applicants:

- Only one application annually per organization will be considered for Festival & Events Grants.
- Festival & Event Grants may not exceed a maximum of 75% of total project costs.
- Community Event Grants may not exceed a maximum value of \$5,000.
- Major Cultural Celebration Grants are for requests of funding between \$5,000 and \$10,000.
- Festivals and events must have specific deliverables based on the project.
- Festivals and events must provide tracking and metrics for the project – including attendance numbers, ticket sales and audience development – in the post-project report.
- Festivals and events must benefit the residents of Sault Ste. Marie, as laid out in the *Community Cultural Plan 2019-2024*.
- All such community events and celebrations (free or ticketed) must be open to the public, publicized citywide and be offered within the boundaries of the City of Sault Ste. Marie.
- Festivals and events must fit within a realistic budget and have sources of funding other than the City of Sault Ste. Marie. To inquire about what a realistic request levels and expenses are, please contact City staff (see Contact section below).
- There must be a demonstrate willingness to cooperate with related groups in the community.



- Festivals and events with budgets of more than \$10,000 may also apply to the Sault Ste. Marie Tourism Development Fund - Festivals and Special Events Stream.

Cultural Diversity Grants

Cultural Diversity Grants support small to large scale, public and community arts, culture and heritage projects produced by Sault Ste. Marie and area based Priority Groups including Indigenous, New Canadian, LGBTQ2++, and other under represented cultural groups in SSM.

Incorporated not-for-profit (NFP) arts, culture and heritage organizations and unincorporated arts, culture and heritage organizations/collectives who fall within and/or service these groups are eligible to apply.

Projects should benefit traditionally under represented groups within the community and develop, support, promote and increase awareness, acceptance and knowledge of the diversity of arts, culture and heritage within the City and region, contributing to the cultural uniqueness and sustainability of the city.

Program Objectives:

- Enhance and create more meaningful arts, culture and heritage collaborations through cross-cultural exchanges and knowledge sharing in the community.
- Improve relationships between Indigenous and other under-represented priority groups and Non-Indigenous peoples within the City.
- Celebrate diversity through inclusivity and access to shared cultural activity

Funding may be used for (but not limited to): Performances, Installations, Workshops, Festivals/Events, Exhibitions or other creative endeavors supporting diversity in the arts, culture and heritage sector in the community.

Ineligible Expenses for all Grant Streams

- Capital costs, such as expenses incurred on the purchase of land, buildings and construction.
- Deficit funding (i.e. funds intended to be used to cover the organization's deficit position).
- Equipment or expenses for personal use (e.g. uniforms, instruments, travel, etc.).

Exclusions for all Grant Streams

An application may be considered ineligible if:

- The applicant has submitted another application to the ACAP program that same year. While there may be individuals associated with multiple applications – such as board members, contact persons and participating artists – there must also be a significant difference in decision-making authorities from one organization to another.
- The organization receives 80% or more of its funding from other government sources.
- The organization acts in the capacity of a funding body for, or makes grants to, any other group or organization that is/will also be funded by the City of Sault Ste. Marie. An example would be an organization whose core mandate is fundraising.



- The funding is not intended to support organizations that are primarily training or educational institutions.
- Its proposed activities duplicate support directly provided by the City of Sault Ste. Marie.
- The request includes capital or deficit funding.
- The applicant is in default to the Municipality due to failure to report satisfactorily for previous grants, failure to refund grant overpayments or due to unpaid accounts.
- “Stacking” of ACAP funding may be allowed with the Sault Ste. Marie Tourism Development Fund. However, the other municipal funding must not be used for the same expenses as ACAP funding. Budgets must explicitly indicate how all municipal funding will be used.

Assessment Criteria

Applicants to all of the ACAP streams will be scored based on their ability to meet the following three criteria:

1.) Organizational and Financial Health:

- There is a clear mandate, competent administration, demonstrated use of consistent board governance practices and effective governance structure.
- There is an available market for the programs or events being offered.
- There is financial stability and accountability and the budget for the request for funding is reasonable and realistic, with revenue streams showing stable growth with contingency or deficit reduction plans for shortfalls.
- The applicant demonstrates a willingness to cooperate with related groups in the community with a clear relationship between and among the partners.
- The applicant demonstrates initiative and success in generating revenue other than public funding.
- There is a demonstrated need for financial assistance from the City of Sault Ste. Marie and the current proposal is well planned and achievable.
- There is a rationale provided for reserves and surpluses.
- Board succession plans are in place (where applicable).

2.) Artistic and/or Cultural Merit:

- The activities demonstrate a high degree of artistic achievement and excellence in the cultural life of the community.
- The Applicant has demonstrated standards of artistic/cultural achievement and excellence in past activities.
- The applicant demonstrates innovation and creativity in its programming and activities from one year to the next.
- The proposed project/activity is distinct and innovative in the context of comparable activities in the City of Sault Ste. Marie, and there is a demonstrated need.
- The project/activity encourages and provides unique opportunities for artists, other arts and cultural organizations, and the public.
- The organization’s artistic or cultural activities have an impact on group or individual artistic or cultural development in the community through factors such as the promotion of local talent and its expression, the introduction of all ages to arts and culture, the efforts and effects in encouraging an arts or cultural career, and accessibility of arts and cultural activities.
- Members of the arts and culture community are included in the planning of the project.



- There is a level of engagement with local arts organizations, artists and community groups.
- The project/activity meets the objectives of the Sault Ste. Marie Community Culture Plan.

3.) Community Impact:

- The applicant's activities are directed at improving the quality of life in Sault Ste. Marie.
- Public access to the work is a priority including access to the City's diverse communities.
- There is a demonstrable positive impact in the arts and culture community stimulating economic development and cultural tourism opportunities.
- The Applicant has the appropriate marketing and publicity plan in place for its activities or work, reaching out to community audiences.
- There is substantial and/or growing public interest and attendance for the activities or work, stimulating wider appreciation of the community's arts and cultural heritage.
- The applicant has a strong volunteer program and encourages membership in its organization.
- Value to the community can be demonstrated by the impact of its particular activities on artistic or cultural development in Sault Ste. Marie, through factors such as:
 - The promotion of local talent and its expression
 - The introduction of all ages to the arts or community culture
 - The efforts and effects in encouraging an arts or community cultural career
 - Raising the profile of the local arts, culture and heritage community

Evaluation Rubric

In the grant assessment process, the Cultural Vitality Committee uses a rubric as a guide in rating applications. The following rubric is for all grants categories and uses the three assessment criteria described in the guidelines:

- Organizational & Financial Health
- Artistic and/or Cultural Merit
- Community Impact.

The rubric is used as applicable, based on the context and/or priorities of each grant program, as described in the ACAP guidelines. Each of the three assessment criteria will count for a third (1/3) of the applicants overall rating. Applicants will be scored on a rating scale from 1 (poor) to 5 (excellent) in each of the assessment criteria for a maximum rating of 15.

Application Process

Applicants must complete the application form (link below) and attach all required documentation. If you are a first-time applicant, you must speak to City staff to ensure that you are eligible for this program and to discuss the application process. The primary contact for the ACAP Program is Virginia McLeod, Manager of Recreation and Culture, at 705-759-5311 or v.mcleod@cityssm.on.ca.

Sault Ste. Marie Arts & Culture Assistance Program (ACAP) Application Form is available on the City Website or can be obtained from City Staff listed below.

Check to make sure the application is accurate, complete and submitted with the proper formatting/naming of electronic files. Electronic files should be formatted/named as follows:



Project Name - Subject of File (budget, project overview, financial statement, promo materials, etc.) - ACAP 2021 (Funding Program and Date) followed by file extension type (.doc, .docx, .xls, pdf, etc.). Note: all files must be PC/Microsoft compatible. For example:

- ABC Arts Workshop-Project Overview-ACAP 2021.doc
- ABC Arts Workshop-Project Budget-ACAP 2021.xls
- ABC Arts Workshop-Financial Statements-ACAP 2021.pdf

The grant application must be complete to be considered. And it must be submitted on time.

A Post-Project Report, outlining previous year's funding, must be submitted if your organization received funding from the ACAP Program in the previous year.

All grant recipients must provide yearly financial statements in accordance with the requirements for each grant stream outlined above. The applicant organization must submit any further pertinent information as may be required by the Cultural Vitality Committee and/or by the City of Sault Ste. Marie.

Supporting Material

Supporting material is a significant part of your proposal and has a substantial impact on the assessment of the project's artistic and cultural quality. It can help explain or support the application. Attach only materials that relate to the activities proposed in your application. Attach any relevant supporting materials – such as concept drawings, final artwork, brochures, posters and programs – as electronic attachments formatted as prescribed in the guidelines of the ACAP Program. If these materials can be found on the applicant's website or social media platforms, a list of links to the materials is acceptable.

Applicant Information Sessions

Grant information sessions may be hosted prior to the grant deadline. All organizations are encouraged to send a representative in order to clarify any questions pertaining to the application documents or process.

Grant Review Process

Intake

An announcement to solicit applications for the ACAP Program will be shared with local media, posted on the City website and linked to other partner websites/outlets as appropriate. Late or incomplete applications will not be considered for review.

Staff Initial Review

Staff from the City's Community Development and Enterprise Services Department will review the applications to ensure completeness and, adhering to principles of due diligence, will prepare material for the Cultural Vitality Committee. Post-Project Reports (year-end) (where applicable) and/or interim reports are reviewed at the same time as current year's applications. Staff provide administrative support and prepare the required review documentation for the Cultural Vitality Committee.



Review and Recommendations

ACAP applications are reviewed by a twelve (12) member Cultural Vitality Committee, which is comprised of:

- Mayor - Ex Officio;
- One (1) City Councillor;
- One (1) member of the Mayors Youth Advisory Council (MYAC);
- Three (3) City Staff from City's Community Development and Enterprise Services Department, including: One (1) member of the Recreation & Culture Division Management Team; One (1) member of the Sault Ste. Marie Tourism Department or Tourism Development Board; City Cultural Coordinator;
- Minimum of six (6) members of the community based on their knowledge, interest and involvement in culture as defined in the Cultural Policy.

All members of the Cultural Vitality Committee review every application. Recommendations are then brought forth by the Community Development and Enterprise Services Department for final approval by City Council. An Applicant's success in obtaining funding depends upon the Committee's final assessment and the funding available within the program. All funding is subject to the approval of the annual Municipal budget by City Council.

Conflict of Interest

Members of the Cultural Vitality Committee may have relationships with one or more applicants that could lead to a conflict of interest. Under City's guidelines, actual or potential conflicts must be declared by those members at their earliest possible opportunity and prior to any discussions of application assessment. Prior to application reviews, the Committee Chair will ask members to declare any and all pecuniary and/or conflicts of interest. In a case where a conflict is declared, the member in conflict abstains from any discussion related to the application in question.

Situations of potential conflict may occur if an Cultural Vitality Committee member:

- Has direct financial interest in the success or failure of an applicant's project.
- Has an interest based on the fact that an applicant's project involves a spouse/partner or an immediate family member.
- Has a personal interest in specific applications other than what is normally expected of interested members of the cultural community.
- For any other reason is unable to objectively assess an application.

Confidentiality of Information

Information provided in the application, or as support material, may be made available to City of Sault Ste. Marie or Cultural Vitality Committee members. Personal information contained herein shall be dealt with on a confidential basis pursuant to the Municipal Freedom of Information and Protection of Privacy Act. Committee members are required to treat both the contents of applications and the deliberations of the committee as confidential.

At the end of the funding cycle, a summary of funding results is posted on the City website listing the names of all funding recipients. Until this list is posted, the names of successful applicants will not be revealed. The identity of unsuccessful applicants remains confidential.



Please be advised that application information may be shared with other City of Sault Ste. Marie staff as it relates to other funding programs, such as the Tourism Development Fund, or other relevant departments and/or programs. Applicant organizations and applications will be reviewed to ensure organizations are in good standing and not in arrears in any way with the City of Sault Ste. Marie.

Finding Out About a Grant Decision

Applicants will be informed electronically as to whether or not they have received a grant. Upon approval by City Council applicants will be informed of decisions. If there is a change in contact person for your organization/project, you are responsible for providing timely notification to City staff.

If you are awarded funding

Release of funds: The electronic confirmation you receive will confirm the amount awarded. An electronic payment transfer of funds from the City of Sault Ste. Marie will follow. Successful applicants are encouraged to contact the Community Development and Enterprise Services Department for feedback and/or questions.

Use of funds: Funds shall be used only for the purposes outlined in the original application. Any changes to the project scale or activities, including changes in budget, organizational structure and programming, must be reported as soon as possible and must receive approval from the Community Development and Enterprise Services Department.

Reporting: All funding recipients are required to submit a Post-Project Report detailing how they used the awarded funds. This report must be submitted to the City's Community Development and Enterprise Services Department by the deadline for the upcoming year's grant. Where activities have not yet been completed by the reporting deadline, applicants must provide an interim report by the deadline, and a final report at a date agreed upon with City staff. If you do not submit a satisfactory report by that date, the City of Sault Ste. Marie may require you to repay the grant, and you may be ineligible for subsequent City funding.

Acknowledgment of support: Funding recipients are required to acknowledge the support of the City of Sault Ste. Marie by displaying the City logo on print/web materials and/or by making a public verbal announcement. Full requirements are outlined in the electronic confirmation provided upon notification of funding.

If you are not awarded funding

Try again next year! If you do not receive funding, you are encouraged to contact staff from the City's Community Development and Enterprise Services Department. If you have met the eligibility criteria, you are invited to reapply at the next funding intake.

The ACAP Program's limited envelope cannot fund all applicants, regardless of their merit. All results are final. There is no appeal of the Cultural Vitality Committee on its recommendations regarding funding allocations. The ACAP Program allows for reconsideration, but only in cases where a review of the application and the Committee deliberations reveals evidence that the original application was not assessed according to the publicly-announced procedures and assessment criteria.



Contact Information

For questions regarding the ACAP Program, please contact:

Virginia McLeod
Manager of Recreation and Culture
City of Sault Ste. Marie
705-759-5311
v.mcleod@cityssm.on.ca



Sault Ste. Marie

CDF – Green Initiatives Program

1. 0 Purpose

The purpose of the Green Initiatives Program of the Community Development Fund (CDF) is to support green initiatives that result in reduced greenhouse gas emissions (GHG's), improve water quality/rehabilitation or increase energy efficiency.

2.0 Policy

The City of Sault Ste. Marie's (the City) Environmental Sustainability Committee (ESC) may recommend the allocation of funds for eligible projects or programs that support of the City's environmental plans and practices, in particular the reduction of greenhouse gas emissions (GHGs), water quality/rehabilitation or increase energy efficiency.

Funding applications will be reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and will be recommended to Council for approval.

Total annual funds available for all projects under the CDF – Green Initiatives Program is \$50,000. This amount will be reviewed on an annual basis.

3.0 Definitions

3.1 "Environmental sustainability" means: projects that support reducing our community GHG emissions and reducing pollution, maintaining our natural environment and managing the use of natural resources in a way that ensures their availability for future generations.

3.2 "Eligible Applicant" means:

- a. Non-profit organizations and City departments.

3.3 "Eligible Project" means any project or activity that demonstrates environmental benefits or improvements and is consistent with City policies, and may include:

- GHG Reduction
- Improves water quality / rehabilitation
- Increase energy efficiency

4.0 Processing for Evaluating Proposals

4.1. The Community Development & Enterprise Services Department (CD&ES) will provide the resources to support the intake of applications and support the proponent(s) in the development of their proposal.

4.2. City Finance and CD&ES, will provide recommendations regarding economic resources available and related concerns (e.g., due diligence collaboration, risk management, etc.)



4.3. Once an application has been deemed eligible and complete by City staff, applications will be reviewed with the Environmental Sustainability Committee for recommendation to City Council.

4.4. All requests will be presented to Council in writing with supporting presentations by the applicant, if required. A copy of the application will be included in the Council package, which is public. Any confidential material to support the application should be contained in a separate document and marked confidential.

4.5. City Council will make the final decision regarding the approval of financial contributions.

5.0 Accountability, Monitoring and Reporting of Results

The following will be expected from the successful applicants:

5.1. Recognition of the Community Development Fund contribution to the project in reports and appropriate marketing products, including the City logo.

5.2. Progress reports as outlined in their application timetable and proposal to City Council.

5.3. A final project report containing an evaluation of the success of the initiative in meeting its goals and key performance targets as well as the benefits to the community.

5.4. A complete report of all revenues and disbursements for the project within 6 months of completion of project. The City Finance Department will require supporting financial documentation (e.g. paid invoices, etc.) and has the right to review or audit project.

The Green Initiative funds are provided on a re-imbursement basis, i.e., an organization incurs the cost, provides invoices to the City in a claim report and the City's contribution level to the project is then provided. Where other levels of government or other funding programs are involved, the City will receive claim packages as submitted to the other funding agencies and pay their proportional share of approved and eligible project costs.



Guidelines: Community Development Fund – Green Initiatives Program

1. Introduction

The purpose of the Green Initiatives Program of the Community Development Fund (CDF) is to support green initiatives that result in reduced greenhouse gas emissions (GHG's), improve water quality/rehabilitation or increase energy efficiency

The following sections highlight the application guidelines and review procedures.

2. Program Parameters

- Total annual funds available from the CDF for Green Initiatives is \$50,000.
- Decisions for selected projects will be recommended by the ESC and approved before Council.
- To review project eligibility, it is recommended applicants consult with City staff prior to submitting the application.

3. Funding Limits

The total annual funds are \$50,000 and applicants are advised to submit applications proportionate to the funding available.

4. Submission Date

Applications for the CDF Green Initiatives Program will be accepted on a rolling basis throughout the year.

5. Eligible Applicants

Eligible Applicants include non-profit organizations and City departments.

6. Application Requirements

Applicants will complete the following application information, provide a covering request letter, and will provide the necessary supporting documentation to support their request. The application will include a project plan, which outlines:

6.1 Applicant Information

- Legal name of business/organization
- Names of Officers, Directors & Principals
- History of Organization
- Organization mandate
- Key contact for initiative
- Contributing partners

- 
- References

6.2 Project Information

- Project description
- Objectives
- Performance targets
- Impacts and Limitations of Project
- Methodology and timing (including key dates for progress reports and final report to Council)

6.3 Costs and Financing

- Detailed project costs
- Financing arrangements (e.g., equity, loans, etc.) and funding partners
- In-kind contributions
- Balance, Financial Statements, Cash flow projections (historical and projected), where appropriate
- Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

6.4 Environmental Benefits

- Description of how the project achieves a reduction in GHG's, improvement in water quality or energy efficiency

6.5 Community Benefits

- How the project complements other local initiatives
- Impact on the community as a whole

After receiving the Application requirements, City staff may request further information and clarification from the proponent.

For processing, all applications will be sent to:

Tom Vair
Deputy CAO, Community Development & Enterprise Services
99 Foster Drive, Second Level
Sault Ste. Marie, ON P6A 5X6
Telephone enquiries: (705) 759-5308
E-mail: t.vair@cityssm.on.ca



7. Process for Evaluating Proposals

7.1. The Community Development & Enterprise Services Department will provide the resources to support the intake of applications and support the proponent(s) in the development of their proposal.

7.2. The City Finance, through the CD&ES, will provide recommendations regarding economic resources available and related concerns (e.g., due diligence collaboration, risk management, etc.)

7.3. Once an application has been deemed eligible and complete by City staff, applications will be reviewed with the Green Committee for recommendation to City Council.

7.4. All requests will be presented to Council in writing with supporting presentations by the applicant, if required. A copy of the application will be included in the Council package which is public. Any confidential material to support the application should be contained in a separate document and marked confidential.

7.5. City Council will make the final decision regarding the approval of financial contributions.

8. Accountability, Monitoring and Reporting of Results

The following will be expected from the successful applicants:

8.1. Recognition of the Community Development Fund contribution to the project in reports and appropriate marketing products, including the City logo.

8.2. Progress reports as outlined in their application timetable and proposal to City Council.

8.3. A final project report containing an evaluation of the success of the initiative in meeting its goals and key performance targets as well as the benefits to the community.

8.4. A complete report of all revenues and disbursements for the project within 6 months of completion of project. The City Finance Department will require supporting financial documentation (e.g. paid invoices, etc.) and has the right to review or audit project.

The Green Initiative funds are provided on a re-imbursement basis, i.e., an organization incurs the cost, provides invoices to the City in a claim report and the City's contribution level to the project is then provided. Where other levels of government or other funding programs are involved, the City will receive claim packages as submitted to the other funding agencies and pay their proportional share of approved and eligible project costs.

9. Individual organizations must demonstrate the following:

- Community benefit – clear, measurable benefits to the community
- Appropriate financial reporting and controls that demonstrate the financial capability and capacity to manage the project.
- Accountability of organization with clear identity, appropriate organizational structure and capacity to deliver project
- Involvement of multiple partners in planning, doing or evaluating the work (where appropriate)
- Support from individuals who are knowledgeable about the sector and/or the initiative

- 
10. The organization must have a clearly stated purpose and function and must be fully responsible for the planning and provision of its services.
 11. The organization must demonstrate the need for funding
 12. Where appropriate, organizations should show that the private sector or non-governmental field has contributed a minimum of 20% of the funding for the program.
 13. The organization shall provide evidence that it has fully explored other sources of financial support, including upper levels of government, foundations, private industry, fundraising, user fees, etc.
 14. The organization must provide the appropriate financial and organizational information (where appropriate):
 - Copies financial statements and/or annual budget
 - Business plan or corporate strategic plan
 - If the organization is currently funded by the City, indicate the percentage of costs the City funds
 - No significant past deficits or large, unrestricted reserve funds or accumulated surplus
 15. An organization must be able to monitor outcomes and be able to evaluate activities for which the grants were received. It must be willing to participate in an evaluation process of its service standards and attainment of objectives and a project summary within one year of project completion.

16. Project Application Exceptions

- 16.1 Previous applicants for grants under this program who have not fulfilled the requirements of the program by submitting an accountability statement and/or repaying unspent funds are ineligible to reapply until such a time as these requirements have been met.
- 16.2 If an eligible project is cancelled, or is not completed within 12 months of the approval of the grant funding or within the extended project period approved by the ESC, any unexpended funds shall be returned to the City.
- 16.3 Any amount of the \$50,000 allocated in the Community Development Fund to environmental initiatives not used in a given budget year, will go toward the purchase of trees in the subsequent year, which trees should be planted in City parks or on City property by Public Works employees.



SAULT STE.MARIE

CDF – Social Equity Program

The purpose of the Social Equity Program of the Community Development Fund is to support social equity initiatives that help Sault Ste. Marie to be a welcoming and inclusive community where everyone is valued and respected, has access to an acceptable standard of living, can fully engage and participate in all aspects of community life, and is able to realize their full potential. This includes projects that reduce poverty, strengthen the relationship with Indigenous peoples and communities, improve safety, improve the growth and development of children and support Sault Ste. Marie in continuing to be a welcoming and inclusive place that supports the wellbeing of its citizens.

1. Eligible Applicants

Eligible Applicants include non-profit organizations and City departments. Social equity seeking groups are encouraged to apply in partnership with an organization that meets this criteria and collaboration is encouraged.

3. Application Requirements

Applicants will complete the following application information, provide a covering request letter, and will provide the necessary supporting documentation to support their request. The application will include a project plan, which outlines:

3.1. Applicant Information

- Legal name of business/organization
- Names of Officers, Directors & Principals
- History of Organization
- Organization mandate
- Key contact for initiative
- Contributing partners
- References

3.2. Project Information

- Project description
- Objectives
- Performance targets
- Impacts and Limitations of Project



- Methodology and timing (including key dates for progress reports and final report to Council)

3.3. Costs and Financing

- Detailed project costs
- Financing arrangements (e.g., equity, loans, etc.) and funding partners
- In-kind contributions
- Balance, Financial Statements, Cash flow projections (historical and projected), where appropriate
- Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

3.4 Social Equity Benefits

- Description of how the project addresses one or more of the key focus areas of social equity:
 - Reduce poverty
 - Strengthen the relationship with Indigenous peoples and communities
 - Improve safety
 - Improve the growth and development of children
 - Support Sault Ste. Marie in continuing to be a welcoming and inclusive place that supports the wellbeing of its citizens

3.5 Community Benefits

- How the project complements other local initiatives
- Impact on the community as a whole

After receiving the Application requirements, City staff may request further information and clarification from the proponent.

For processing, all applications will be sent to:

Tom Vair
Deputy CAO, Community Development & Enterprise Services
99 Foster Drive, Second Level
Sault Ste. Marie, ON P6A 5X6
Telephone enquiries: (705) 759-5308
E-mail: t.vair@cityssm.on.ca

4. Process for Evaluating Proposals

- 4.1. The Community Development & Enterprise Services Department will provide the resources to support the intake of applications and support the proponent(s) in the development of their proposal.



4.2. The City Finance, through the CD&ES, will provide recommendations regarding economic resources available and related concerns (e.g., due diligence collaboration, risk management, etc.)

4.3. Once an application has been deemed eligible and complete by City staff, applications will be reviewed with the Social Equity Committee for recommendation to City Council.

4.4. All requests will be presented to Council in writing with supporting presentations by the applicant, if required. A copy of the application will be included in the Council package which is public. Any confidential material to support the application should be contained in a separate document and marked confidential.

4.5. City Council will make the final decision regarding the approval of financial contributions.

5. Accountability, Monitoring and Reporting of Results

The following will be expected from the successful applicants:

5.1. Recognition of the Community Development Fund contribution to the project in reports and appropriate marketing products, including the City logo.

5.2. Progress reports as outlined in their application timetable and proposal to City Council.

5.3. A final project report containing an evaluation of the success of the initiative in meeting its goals and key performance targets as well as the benefits to the community.

5.4. A complete report of all revenues and disbursements for the project within 6 months of completion of project. The City Finance Department will require supporting financial documentation (e.g. paid invoices, etc.) and has the right to review or audit project.

The Social Equity funds are provided on a re-imbursement basis, i.e., an organization incurs the cost, provides invoices to the City in a claim report and the City's contribution level to the project is then provided. Where other levels of government or other funding programs are involved, the City will receive claim packages as submitted to the other funding agencies and pay their proportional share of approved and eligible project costs.

6. Individual organizations must demonstrate the following:

- Community benefit – clear, measurable benefits to the community
- Appropriate financial reporting and controls that demonstrate the financial capability and capacity to manage the project.
- Accountability of organization with clear identity, appropriate organizational structure and capacity to deliver project
- Involvement of multiple partners in planning, doing or evaluating the work (where appropriate)
- Support from individuals who are knowledgeable about the sector and/or the initiative

7. The organization must have a clearly stated purpose and function and must be fully responsible for the planning and provision of its services.

8. The organization must demonstrate the need for funding



9. Where appropriate, organizations should show that the private sector or non-governmental field has contributed a minimum of 20% of the funding for the program.

10. The organization shall provide evidence that it has fully explored other sources of financial support, including upper levels of government, foundations, private industry, fundraising, user fees, etc.

11. The organization must provide the appropriate financial and organizational information (where appropriate):

- Copies financial statements and/or annual budget
- Business plan or corporate strategic plan
- If the organization is currently funded by the City, indicate the percentage of costs the City funds
- No significant past deficits or large, unrestricted reserve funds or accumulated surplus

12. An organization must be able to monitor outcomes and be able to evaluate activities for which the grants were received. It must be willing to participate in an evaluation process of its service standards and attainment of objectives and a project summary within one year of project completion.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-207

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Private Suite Holders to reduce the annual luxury suite payments on a prorated basis at the GFL Memorial Gardens due to a shortened 2020-21 Ontario Hockey League season.

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 November 30, 2020, between the City and The Private Suite Holders, a copy of which is attached as Schedule "A" hereto. This Agreement is to reduce the annual luxury suite payments on a prorated basis at the GFL Memorial Gardens due to a shortened 2020-21 Ontario Hockey League season.

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 30th day of November, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Amending Agreement is made effective the 30th day of November, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

– and –

THE PRIVATE SUITE HOLDERS

(hereinafter referred to as the Suite Holders)

WHEREAS the City has Lease agreements with twelve Suite Holders at the GFL Memorial Gardens;

AND WHEREAS the GFL Memorial Gardens will have a shortened 2020-2021 Ontario Hockey League ("OHL") season;

AND WHEREAS it is anticipated that the OHL will return to play with a season start date of February 4, 2021 resulting in the regular season schedule being reduced from 34 home games to 20;

AND WHEREAS the City agrees to amend the said Lease Agreements to prorate the fees to reflect the new schedule for the 2020-2021 season;

NOW THEREFORE the parties agree as follows:

1. That the prorated fees for the 2020-2021 OHL season is as follows:

| LUXURY SUITE PAYMENT SCHEDULE | | | |
|--|----------------|---------------------|---|
| Renewal Year 5 | | | |
| 2020-21 Season *NOTE AMOUNTS ARE BEFORE TAX | | | |
| Name | Suite # | Fee | Pro Rated Per Season (20 Home Games) |
| Tyler-Chad Holdings Inc. | 2 | \$10,941.02 | \$ 6,435.89 |
| Barzan Dentistry | 9 | \$10,941.02 | \$ 6,435.89 |
| BDO Canada LLP | 4 | \$13,729.91 | \$ 8,076.42 |
| Easy Express Inc. | 11 | \$10,941.02 | \$ 6,435.89 |
| Floreani O'Toole Dentistry Professional Corp | 8 | \$10,941.02 | \$ 6,435.89 |
| Hollywood Cambrian Mall | 10 | \$10,941.02 | \$ 6,435.89 |
| Lucidia Ltd | 7 | \$10,941.02 | \$ 6,435.89 |
| Lukenda Holdings Inc. | 1 | \$10,941.02 | \$ 6,435.89 |
| McDougal Energy Inc. | 13 | \$12,335.46 | \$ 7,256.15 |
| Power Fuels & Lubricants Inc. | 3 | \$10,941.02 | \$ 6,435.89 |
| Sault Ste. Marie Duty Free Shop | 5 | \$13,729.91 | \$ 8,076.42 |
| Wishart Law Firm LLP | 12 | \$12,335.46 | \$ 7,256.15 |
| TOTALS | | \$139,658.90 | \$82,152.29 |

2. That the new payment deadline date will be January 15, 2021;
3. Where payment has already been made for the full fee amount, refunds will be provided to reflect the new payment fees; and
4. That should further extensions to the start date of the season be forthcoming, the fees will be further adjusted on the same pro-rated basis.
5. The remaining terms, conditions and paragraphs of the individual said Licence Agreements remain in full force and effect.
6. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

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

Per:

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI**TYLER-CHAD HOLDINGS INC.**

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

BARZAN DENTISTRY

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

BDO CANADA LLP

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

EASY EXPRESS INC.

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

FLOREANI, O'TOOLE DENTISTRY PROFESSIONAL CORP.

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

HOLLYWOOD CAMBRIAN MALL

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

LUCIDIA LTD.

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

LUKENDA HOLDINGS INC.

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

McDOUGALL ENERGY INC.

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

POWER FUELS & LUBRICANTS INC.

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

SAULT STE. MARIE DUTYFREE SHOP

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

WISHART LAW FIRM LLP

Per:

NAME:

TITLE:

I/We have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2020-208

AGREEMENT: A by-law to authorize the execution of the Contribution Agreement between the City and Trans Canada Trail for the Northern Community Centre Multi-Use Path and Bridge.

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 Contribution Agreement between the City and Trans Canada Trail, a copy of which is attached as Schedule "A" hereto. This Contribution Agreement is for the Northern Community Centre Multi-Use Path and Bridge.

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 30th day of November, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Trans Canada Trail

Contribution Agreement

Project Code: 103742



Contribution Agreement

Name of Organization: City of Sault Ste. Marie (the "Recipient")

Organization Representatives: Christian Provenzano, Mayor and Rachel Tyczinski, City Clerk

Project Name: Northern Community Centre Multi-Use Path and Bridge (the "Project")

Province: Ontario

Project Code: 103742

TCT Representative: Michael Goodyear

SUMMARY

1. This project is being funded, in part, by Trans Canada Trail ("TCT"), under the Capital Improvement Plan (CIP) 2018-2022 program.
2. TCT will fund **35.21%** of actual eligible expenditures for the Project, up to the maximum contribution amount set out below.
3. The maximum contribution amount from TCT to the Recipient, to be put towards the completion of this Project, is: **\$140,000**.
4. The term of this contribution agreement ("this Agreement") commences from the date of signature by TCT to **2021/02/20**.
5. The **Scope of the Project** (including the purpose of the contribution, a brief summary of the Project, the eligible costs, Project schedule, Project budget, and expected results) is set out in **Appendix A**.
6. The **Scope of the Project** will not change without advance written approval from TCT.
7. The **Appendices** to this Agreement form part of this Agreement.

THE RECIPIENT ACKNOWLEDGES AND CONFIRMS:

- (1) That, by submitting this project, they have read, understood and agreed to the latest guidelines related to the CIP program, dated 2019-08-05, which are incorporated by reference into this Agreement.
- (2) The Project is located on The Great Trail network, on a local trail system defined as a **TRAIL or PATH** and **GREENWAY**, with permitted activities on this section established by TCT's trail definitions and types at the time of the Project being submitted to TCT.
- (3) That:
 - o A maintenance plan has been/will be implemented
 - o Safety rules and trail etiquette are clearly set out in trail signage to users, and are enforced by local law enforcement or trail wardens.
 - o Trail conditions are suitable for cyclists, paddlers or walkers/hikers to enjoy the best possible experience on the Trail.

Trans Canada Trail

Contribution Agreement

Project Code: 103742



- (4) The Trail is only being used for lawfully permitted activities, and as otherwise permitted by the major category and primary type under which the Trail section was built and registered with TCT - defined above in point (2). Prior to any change in the major category and primary type of a registered Trail section, the Recipient must first notify TCT and receive written advance approval for the proposed change. In the event of non-compliance with this provision, TCT may, at any time, require reimbursement by the Recipient for any contribution that has been provided by TCT. Within 14 days of any such reimbursement request sent to the Recipient by TCT, the Recipient will reimburse TCT the full amount of the request, up to the total amount indicated in the signed contribution agreement.
- (5) That they are the **OWNER / MANAGER** of this Trail section and have the full authority and permission to sign this Agreement, and conduct and manage the Project.

THE RECIPIENT AGREES TO:

- (1) Complete each stage of the Project, as well as the entire Project, on time, as set out in **Appendix A**.
- (2) Comply with the requirements set out in **Appendix B**.
- (3) Comply with TCT's [acknowledgement guidelines](#).
- (4) As the occupier, post the following phrase on trailheads and signs of significance (rules of trail, etc.):

Recreational Trail | Sentier Récréatif
Use at Own Risk | À utiliser à vos propres risques
- (5) Comply with the reporting schedule set out in this Agreement.
- (6) Comply with all applicable federal, provincial and local legislation, bylaws, codes, regulations, and current best practices in relation to the Project and the area covered by the Project, including but not limited to these in relation to construction, health and safety, accessibility and environmental practices.
- (7) Obtain all approvals and permits required for the Project and local trail system.
- (8) Take full responsibility for the ownership, maintenance and repair of the Trail, infrastructure, and signage, for the area covered by the Project, subject to this Agreement.
- (9) Take full responsibility when defining a trail section as being accessible or universally accessible. Where a trail is defined as accessible or universally accessible, ensure an accessible or universally accessible standard is maintained, with appropriate signage, whenever the trail and all related infrastructure is open to users.
- (10) Comply with and respect TCT's guidelines and policies. The Recipient should contact its TCT representative to obtain the latest version of TCT's guidelines and policies.
- (11) Consent to the publication by TCT of any and all information related to the Project, including but not limited to, the amount and details of TCT's financial contribution, the name of the Recipient organization, the Project description, and any other related information.

REPORTING AND PAYMENT CONDITIONS

- (1) The Recipient must use TCT's [online template](#) to deliver all written progress reports for the Project to TCT in accordance with this Agreement, including Appendix A. Progress reports must include the following information:
 - Confirmation that each aspect of the Scope of the Project has not changed (an explanation, as well as advance approval from TCT, is required for any changes);
 - The previous month's expenses and total cost to date;
 - Any other information or documentation required by this Agreement;
 - Supporting documentation for any expenses incurred for the Project, as required by TCT, in its sole discretion.
- (2) The Recipient must use TCT's [online template](#) to deliver a final report for the Project to TCT within 30 days of the substantial completion of the Project. The final report must include the following information:
 - Pictures (before and after the Project);
 - Proof of insurance, with TCT identified as one of the insured entities;
 - Signage report, including final GIS locations and trail alignment;
 - Description of how TCT's contribution has been or will be recognized;
 - The previous month's expenses and total costs to date;
 - Matching funds sources;
 - In the case of a study, the final design, report or any other documentation produced during the study;
 - Any other information or documentation required by this Agreement
 - Maintenance plan;
 - Supporting documentation, as required by TCT, in its sole discretion.
- (3) If TCT does not receive progress reports, or a final report, in accordance with this Agreement, it may withhold payments until the reports are received and determined by TCT to be in accordance with this Agreement. Aside from all other available remedies, TCT may terminate this Agreement if any such report, otherwise in accordance with this Agreement, is not received by TCT within sixty (60) days of the date on which the report was due.
- (4) In addition to the scheduled reports, TCT, in its sole discretion, may require the Recipient to submit additional reports, verbally or in writing, on such timing as required by TCT.
- (5) During the term of this Agreement, the Recipient must demonstrate that it is overseeing the Project in accordance with this Agreement, including but not limited to, the Scope of the Project, and that it has the ability to complete the Project in accordance with this Agreement. The Recipient may be subject to work inspections and validation of financial data by TCT, in its sole discretion, which must be kept up to date throughout the Project.
- (6) The Recipient must maintain all records associated with the Project, and retain them for at least six (6) years after the expiry of this Agreement. If requested by TCT, the Recipient will provide any

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requested records to TCT for inspection, verification or copying, and must allow access to work sites for inspection. Staff, volunteers or subcontractors involved in the Project must be made available to TCT for interview purposes as required by TCT in its sole discretion.

- (7) The Recipient may be asked to participate in an evaluation or audit of the Project or contribution under this Agreement. In such case, the Recipient will make available any records required for such evaluations or audits.

PAYMENTS

- (1) Payments will be made by TCT within 30 days of the submission of the monthly progress report or final report by the Recipient, and will be based on the percentage of contribution specified, multiplied by actual eligible project expenditures submitted in the report, up to the maximum total contribution amount set out in this Agreement.
- (2) The total contribution will be based on the actual approved Project expenditures up to the maximum contribution amount set out in this Agreement. The total contribution amount may be lower than originally specified, as set out in this Agreement, including if the eligible expenses incurred by the Recipient are less than those detailed in the Scope of the Project.
- (3) Spending on the Project by the Recipient must be within the agreed upon budget allocation included in the Scope of the Project (Annex A). The Recipient must report any budget reallocation within the budget categories in the next progress report , as well as in the final report.
- (4) Any unspent funds must be returned to TCT, unless TCT has provided the Recipient with prior written approval for such funds to be spent on other items or activities that are consistent with the Project's purpose, in TCT's sole discretion.
- (5) All payments under this Agreement are conditional upon TCT receiving sufficient funding from its funding sources. The Recipient understands and agrees that if TCT determines, in its sole discretion, that it does not have sufficient funding for the amounts payable to the Recipient under this Agreement, TCT may reduce the payments or terminate this Agreement, without any further obligation or liability by TCT. In such case, the Recipient will have no recourse or rights against TCT.

DEFAULTS

- (1) Each of the following actions constitutes a default under this Agreement:
- Any named default in this Agreement;
 - False statements to TCT by the Recipient;
 - Failure of the Recipient to meet any term condition, requirement or obligation contained in this Agreement;
 - TCT determines, in its sole discretion, that the Recipient will be unable to complete the Project in an acceptable manner or otherwise in accordance with this Agreement.

(2) TCT will deliver notice to the Recipient, in writing, of any such defaults (the "Default Notice"). The Recipient will be required to comply with the conditions set out in the Default Notice. Upon receipt of the Default Notice, the Recipient will have 30 days to remedy the default. If the Recipient does not remedy the default, or otherwise comply with the Default Notice to TCT's satisfaction, in its sole discretion, TCT may:

- Suspend or terminate this Agreement, including any payments required under this Agreement;
- Suspend or terminate any other agreements between the Recipient and TCT, including any payments required under those agreements;
- Refuse to support any future projects of the Recipient;
- Recover some or all of TCT's contribution for the Project;
- Remove The Great Trail designation from any area associated with the Recipient;
- Any other action or remedy permitted under this Agreement or at law.

(3) The failure by TCT to take any action in response to a default under this Agreement does not constitute a waiver of TCT's right to take future action with respect to said default.

CLAIMS, TRANSFER, TERMINATION AND RECOURSE

(1) The Recipient will not make any claim against TCT for any delay or deficiency in the completion of the Project, nor for any inaccuracies in information provided to the Recipient under this Agreement or otherwise.

(2) The Recipient shall release, indemnify and hold harmless TCT and its directors, officers, employees, agents, assigns and representatives from and against any and all costs, claims, demands, expenses, actions, and causes of action (the "Claims"), howsoever caused, which arise out of, relate to, or result from the Project, including but not limited to, TCT's contribution under this Agreement, including but not limited to any Claims for damage to property or injury to persons (including death). TCT also holds this indemnity in trust for parties who are not signatories to this Agreement.

(3) TCT is not liable for any borrowings, leases or other obligations that the Recipient may have incurred with respect to any obligations or expenses towards which contribution under this Agreement is made.

(4) In addition to any other available remedies, this Agreement may be terminated immediately by TCT if the Recipient ceases operations, liquidates its business, is placed in receivership, becomes insolvent or declares bankruptcy.

(5) In the event of a dispute arising from or in connection with this Agreement, the parties agree to engage in good faith discussions for 30 days, or such further period as may be agreed by the parties in writing, in an attempt to resolve the dispute. If the dispute is not resolved within the aforesaid period, either party may refer the matter to an arbitration.

(6) This Agreement is not transferable by the Recipient.

Trans Canada Trail

Contribution Agreement

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(7) This Agreement shall be governed solely by the laws of Ontario.

AUTHORIZED SIGNATURES

The undersigned hereby certify the following:

- I am duly authorized to bind our organization;
- The information included in this Agreement, including in the appendices, is accurate.

Mayor - Christian Provenzano

Name of Recipient Signing Authority 1

Name of TCT Signing Authority

Signature 1 (Recipient)

Signature (TCT)

Date Signed

Date Signed

City Clerk - Rachel Tyczinski

Name of Recipient Signing Authority 2

Signature 2 (Recipient)

Date Signed

Trans Canada Trail

Contribution Agreement

Project Code: 103742



APPENDIX A — SCOPE OF PROJECT

| Information | |
|---------------------------------------|---|
| Project Name | Northern Community Centre Multi-Use Path and Bridge |
| Total Cost (budget) | \$397,625 |
| TCT max Contribution | \$140,000 |
| % of total cost (contribution) | 35.21% |
| Schedule | |
| Start date | 2020/09/15 |
| Completion date | 2020/12/31 |
| Expiration date | 2021/02/20 |

Project Deliverables

| Deliverable | Due Date |
|-------------------|------------|
| Progress Report 1 | 2020-12-20 |
| Final Report | 2021-01-20 |

Description

In conjunction with the City of Sault Ste. Marie's planned construction of a new twin pad arena at the City's Northern Community Centre, the City is constructing a new multi-use path connecting Cooper Street to Goulais Avenue. The multi-use path will run beside the existing track at Korah Collegiate & Vocational School (Korah Secondary) and the expanded Northern Community Centre. This project will include a pedestrian & cyclist bridge crossing a flood diversion channel. When complete, this new multi-use path will replace an existing circuitous on-road section of The Great Trail along Cooper Street, Korah Road and Goulais Avenue. It will also replace an outdated pathway and bridge through the Korah Collegiate schoolyard that is in poor condition.

Trans Canada Trail

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APPENDIX B — Promotion and Recognition

Appendix B is provided to ensure that TCT (national) and the Recipient (local) benefit as much as possible from the unique and valuable relationship we share.

TCT recognizes that the Recipient commonly engages in a variety of fundraising activities, in addition to receiving financial support from TCT.

The Recipient recognizes that TCT also fundraises for local Trail projects in their provincial/territorial jurisdiction, in addition to providing fundraising advice and limited support to recipients requiring assistance.

Guiding Principles

Collaboration: TCT and the Recipient recognize their shared responsibility to collaborate on achieving their goals and priorities, and are committed to a multi-sector approach.

Stewardship: The Recipient recognizes that donors have entrusted TCT to invest their support in order to ensure the greatest impact. The Recipient will work with TCT to meet their commitment to donors.

This appendix is a commitment by the Recipient to TCT. The contribution provided through this agreement has been supplied, in part, through donations to Trans Canada Trail and TCT is committed to recognizing these donors for their support.

Trans Canada Trail agrees to:

- (1) Give a contribution to the Recipient for the completion of the Project, as set out in this Agreement.
- (2) At its sole discretion, promote trail sections, funded programs and initiatives within the Province/Territory through a variety of channels, including but not limited to: TCT's website, social media channels, as well as campaign and promotional materials.
- (3) When feasible, consult and provide guidance with respect to fundraising upon request in order to, among other things, reduce donor confusion.
- (4) Ensure regular and timely communications with the Recipient on any matter that may affect their relationship with TCT or the terms of this Agreement.

The Recipient agrees to:

- (1) Promote TCT by acknowledging its contribution in communications and marketing materials, including adding the Trans Canada Trail and The Great Trail logos to the Recipient's website and including them in advertising, annual reports, newsletters and news releases.
- (2) Prepare or collaborate, as required, on the development of an event to acknowledge the Project (i.e. announcement of contribution, trail opening, etc.) and provide a speaking opportunity for a TCT representative.
- (3) Portray TCT and The Great Trail positively in all verbal and written communication to the public.

Trans Canada Trail

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- (4)** Protect TCT's brand identity by following brand and logo usage guidelines.
- (5)** Display signage that is provided, recognizing TCT Trail as a funder. This signage should be placed in a high-traffic area or at the construction site.
- (6)** Collaborate with TCT throughout the term of this Agreement to support marketing and content materials such as blogs, newsletters and other engagement programs that help to demonstrate our work together in the Province/Territory.
- (7)** Refrain from fundraising from national corporations who may have already given to TCT. TCT will, in turn, refrain from fundraising from local and provincial branches of similar national corporations. If there are questions about who these national corporate donors are, and/or if advice is required to coordinate a stronger approach to ensure success of your organization, please contact TCT's VP, Resource Development.
- (8)** Participate in donor recognition initiatives, such as thanking donors, when appropriate, thereby making a tangible connection between donations to TCT and improvements to The Great Trail.
- (9)** Provide, for TCT's review, any publication, printed recognition, or signage featuring the TCT logo, prior to publication, which will not occur without TCT's advance approval.
- (10)** Notify TCT in advance of any public events related to the Project, and provide an opportunity for TCT representation and recognition at the event. Notification should be sent to TCT's VP, Communications and Marketing.

Demonstrating tangible recognition of local donors who have contributed to the success of the Project, including notifying TCT, will reflect positively on the Recipient and will be considered in future funding requests submitted to TCT.

TCT also encourages recipients to follow The Great Trail on social media and share its content when possible.

Trans Canada Trail

Contribution Agreement

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APPENDIX C – PAYMENT INFORMATION

Select a method of payment and complete the following form:

Electronic Funds Transfer (EFT)

Cheque

| | | |
|---|---|-------------|
| <input type="checkbox"/> New/Change EFT authorization information | <input type="checkbox"/> New/Change mailing address | |
| Company Name | Street Address | |
| City | Province | Postal Code |
| Phone | Business/GST No. | |
| E-mail | | |

| EFT Payments Only | |
|-------------------------------|-------------|
| Name of Financial Institution | Branch No. |
| Institution No. | Account No. |

| Account Type: | Chequing <input type="checkbox"/> | Savings <input type="checkbox"/> | Other (specify) <input type="checkbox"/> |
|------------------|-----------------------------------|----------------------------------|--|
| Company Use Only | | | |
| ID Supplier | | | |

I/We authorize TCT to make all payments by direct deposit into the above account (I/We have attached a void cheque/bank letter).

I have the authority to provide the above information on behalf of the corporation/organization/payee.

Signature

Date (dd-mmm-yy)

Name (Please print)

Job Title (Please print)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2020-209

AGREEMENT: A by-law to authorize the execution of the Contribution Agreement between the City and Trans Canada Trail for the Queen Street Cycling Lanes.

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 Contribution Agreement between the City and Trans Canada Trail, a copy of which is attached as Schedule "A" hereto. This Contribution Agreement is for the Queen Street Cycling Lanes.

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 30th day of November, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Trans Canada Trail

Contribution Agreement

Project Code: 103743



Contribution Agreement

Name of Organization: City of Sault Ste. Marie (the "Recipient")

Organization Representative: Christian Provenzano, Mayor and Rachel Tyczinski, City Clerk

Project Name: Queen Street Cycling Lanes, Pavement Markings and Safety Signage (Signage 2020) (the "Project")

Province: Ontario

Project Code: 103743

TCT Representative: Angela Morin

SUMMARY

1. This project is being funded, in part, by Trans Canada Trail ("TCT"), under the Capital Improvement Plan (CIP) 2018-2022 program.
2. TCT will fund **37.01%** of actual eligible expenditures for the Project, up to the maximum contribution amount set out below.
3. The maximum contribution amount from TCT to the Recipient, to be put towards the completion of this Project, is: **\$5,000**.
4. The term of this contribution agreement ("this Agreement") commences from the date of signature by TCT to **2021/03/20**.
5. The **Scope of the Project** (including the purpose of the contribution, a brief summary of the Project, the eligible costs, Project schedule, Project budget, and expected results) is set out in **Appendix A**.
6. The **Scope of the Project** will not change without advance written approval from TCT.
7. The **Appendices** to this Agreement form part of this Agreement.

THE RECIPIENT ACKNOWLEDGES AND CONFIRMS:

- (1) That, by submitting this project, they have read, understood and agreed to the latest guidelines related to the CIP program, dated 2019-08-05, which are incorporated by reference into this Agreement.
- (2) The Project is located on The Great Trail network, on a local trail system defined as a **TRAILS AND PATHS / ROADS** and **GREENWAY / ROADWAY**, with permitted activities on this section established by TCT's trail definitions and types at the time of the Project being submitted to TCT.
- (3) That:
 - A maintenance plan has been/will be implemented
 - Safety rules and trail etiquette are clearly set out in trail signage to users, and are enforced by local law enforcement or trail wardens.

Trans Canada Trail

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- Trail conditions are suitable for cyclists, paddlers or walkers/hikers to enjoy the best possible experience on the Trail.
- (4) The Trail is only being used for lawfully permitted activities, and as otherwise permitted by the major category and primary type under which the Trail section was built and registered with TCT - defined above in point (2). Prior to any change in the major category and primary type of a registered Trail section, the Recipient must first notify TCT and receive written advance approval for the proposed change. In the event of non-compliance with this provision, TCT may, at any time, require reimbursement by the Recipient for any contribution that has been provided by TCT. Within 14 days of any such reimbursement request sent to the Recipient by TCT, the Recipient will reimburse TCT the full amount of the request, up to the total amount indicated in the signed contribution agreement.
- (5) That they are the **OWNER / MANAGER** of this Trail section and have the full authority and permission to sign this Agreement, and conduct and manage the Project.

THE RECIPIENT AGREES TO:

- (1) Complete each stage of the Project, as well as the entire Project, on time, as set out in **Appendix A**.
- (2) Comply with the requirements set out in **Appendix B**.
- (3) Comply with TCT's [acknowledgement guidelines](#).
- (4) Remove all "Trans Canada Trail" way finders, and replace with "The Great Trail" wayfinders provided by TCT, for the area covered by the Project.
- (5) As the occupier, post the following phrase on trailheads and signs of significance (rules of trail, etc.):

Recreational Trail | Sentier Récréatif
Use at Own Risk | À utiliser à vos propres risques
- (6) Comply with the reporting schedule set out in this Agreement.
- (7) Comply with all applicable federal, provincial and local legislation, bylaws, codes, regulations, and current best practices in relation to the Project and the area covered by the Project, including but not limited to these in relation to construction, health and safety, accessibility and environmental practices.
- (8) Obtain all approvals and permits required for the Project and local trail system.
- (9) Take full responsibility for the ownership, maintenance and repair of the Trail, infrastructure, and signage, for the area covered by the Project, subject to this Agreement.
- (10) Take full responsibility when defining a trail section as being accessible or universally accessible. Where a trail is defined as accessible or universally accessible, ensure an accessible or universally accessible standard is maintained, with appropriate signage, whenever the trail and all related infrastructure is open to users.
- (11) Comply with and respect TCT's guidelines and policies. The Recipient should contact its TCT representative to obtain the latest version of TCT's guidelines and policies.

- (12) Consent to the publication by TCT of any and all information related to the Project, including but not limited to, the amount and details of TCT's financial contribution, the name of the Recipient organization, the Project description, and any other related information.

REPORTING AND PAYMENT CONDITIONS

- (1) The Recipient must use TCT's [online template](#) to deliver all written progress reports for the Project to TCT in accordance with this Agreement, including Appendix A. Progress reports must include the following information:
- Confirmation that each aspect of the Scope of the Project has not changed (an explanation, as well as advance approval from TCT, is required for any changes);
 - The previous month's expenses and total cost to date;
 - Any other information or documentation required by this Agreement;
 - Supporting documentation for any expenses incurred for the Project, as required by TCT, in its sole discretion.
- (2) The Recipient must use TCT's [online template](#) to deliver a final report for the Project to TCT within 30 days of the substantial completion of the Project. The final report must include the following information:
- Pictures (before and after the Project);
 - Proof of insurance, with TCT identified as one of the insured entities;
 - Signage report, including final GIS locations and trail alignment;
 - Description of how TCT's contribution has been or will be recognized;
 - The previous month's expenses and total costs to date;
 - Matching funds sources;
 - In the case of a study, the final design, report or any other documentation produced during the study;
 - Any other information or documentation required by this Agreement
 - Maintenance plan;
 - Supporting documentation, as required by TCT, in its sole discretion.
- (3) If TCT does not receive progress reports, or a final report, in accordance with this Agreement, it may withhold payments until the reports are received and determined by TCT to be in accordance with this Agreement. Aside from all other available remedies, TCT may terminate this Agreement if any such report, otherwise in accordance with this Agreement, is not received by TCT within sixty (60) days of the date on which the report was due.
- (4) In addition to the scheduled reports, TCT, in its sole discretion, may require the Recipient to submit additional reports, verbally or in writing, on such timing as required by TCT.
- (5) During the term of this Agreement, the Recipient must demonstrate that it is overseeing the Project in accordance with this Agreement, including but not limited to, the Scope of the Project, and that it has the ability to complete the Project in accordance with this Agreement. The Recipient may be

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subject to work inspections and validation of financial data by TCT, in its sole discretion, which must be kept up to date throughout the Project.

- (6) The Recipient must maintain all records associated with the Project, and retain them for at least six (6) years after the expiry of this Agreement. If requested by TCT, the Recipient will provide any requested records to TCT for inspection, verification or copying, and must allow access to work sites for inspection. Staff, volunteers or subcontractors involved in the Project must be made available to TCT for interview purposes as required by TCT in its sole discretion.
- (7) The Recipient may be asked to participate in an evaluation or audit of the Project or contribution under this Agreement. In such case, the Recipient will make available any records required for such evaluations or audits.

PAYMENTS

- (1) Payments will be made by TCT within 30 days of the submission of the monthly progress report or final report by the Recipient, and will be based on the percentage of contribution specified, multiplied by actual eligible project expenditures submitted in the report, up to the maximum total contribution amount set out in this Agreement.
- (2) The total contribution will be based on the actual approved Project expenditures up to the maximum contribution amount set out in this Agreement. The total contribution amount may be lower than originally specified, as set out in this Agreement, including if the eligible expenses incurred by the Recipient are less than those detailed in the Scope of the Project.
- (3) Spending on the Project by the Recipient must be within the agreed upon budget allocation included in the Scope of the Project (Annex A). The Recipient must report any budget reallocation within the budget categories in the next progress report , as well as in the final report.
- (4) Any unspent funds must be returned to TCT, unless TCT has provided the Recipient with prior written approval for such funds to be spent on other items or activities that are consistent with the Project's purpose, in TCT's sole discretion.
- (5) All payments under this Agreement are conditional upon TCT receiving sufficient funding from its funding sources. The Recipient understands and agrees that if TCT determines, in its sole discretion, that it does not have sufficient funding for the amounts payable to the Recipient under this Agreement, TCT may reduce the payments or terminate this Agreement, without any further obligation or liability by TCT. In such case, the Recipient will have no recourse or rights against TCT.

DEFAULTS

- (1) Each of the following actions constitutes a default under this Agreement:
 - Any named default in this Agreement;
 - False statements to TCT by the Recipient;
 - Failure of the Recipient to meet any term condition, requirement or obligation contained in this Agreement;

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- TCT determines, in its sole discretion, that the Recipient will be unable to complete the Project in an acceptable manner or otherwise in accordance with this Agreement.
- (2) TCT will deliver notice to the Recipient, in writing, of any such defaults (the "Default Notice"). The Recipient will be required to comply with the conditions set out in the Default Notice. Upon receipt of the Default Notice, the Recipient will have 30 days to remedy the default. If the Recipient does not remedy the default, or otherwise comply with the Default Notice to TCT's satisfaction, in its sole discretion, TCT may:
- Suspend or terminate this Agreement, including any payments required under this Agreement;
 - Suspend or terminate any other agreements between the Recipient and TCT, including any payments required under those agreements;
 - Refuse to support any future projects of the Recipient;
 - Recover some or all of TCT's contribution for the Project;
 - Remove The Great Trail designation from any area associated with the Recipient;
 - Any other action or remedy permitted under this Agreement or at law.
- (3) The failure by TCT to take any action in response to a default under this Agreement does not constitute a waiver of TCT's right to take future action with respect to said default.

CLAIMS, TRANSFER, TERMINATION AND RE COURSE

- (1) The Recipient will not make any claim against TCT for any delay or deficiency in the completion of the Project, nor for any inaccuracies in information provided to the Recipient under this Agreement or otherwise.
- (2) The Recipient shall release, indemnify and hold harmless TCT and its directors, officers, employees, agents, assigns and representatives from and against any and all costs, claims, demands, expenses, actions, and causes of action (the "Claims"), howsoever caused, which arise out of, relate to, or result from the Project, including but not limited to, TCT's contribution under this Agreement, including but not limited to any Claims for damage to property or injury to persons (including death). TCT also holds this indemnity in trust for parties who are not signatories to this Agreement.
- (3) TCT is not liable for any borrowings, leases or other obligations that the Recipient may have incurred with respect to any obligations or expenses towards which contribution under this Agreement is made.
- (4) In addition to any other available remedies, this Agreement may be terminated immediately by TCT if the Recipient ceases operations, liquidates its business, is placed in receivership, becomes insolvent or declares bankruptcy.
- (5) In the event of a dispute arising from or in connection with this Agreement, the parties agree to engage in good faith discussions for 30 days, or such further period as may be agreed by the parties

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in writing, in an attempt to resolve the dispute. If the dispute is not resolved within the aforesaid period, either party may refer the matter to an arbitration.

(6) This Agreement is not transferable by the Recipient.

(7) This Agreement shall be governed solely by the laws of Ontario.

AUTHORIZED SIGNATURES

The undersigned hereby certify the following:

- I am duly authorized to bind our organization;
- The information included in this Agreement, including in the appendices, is accurate.

Mayor - Christian Provenzano

Name of Recipient Signing Authority 1

Name of TCT Signing Authority

Signature (Recipient)

Signature (TCT)

Date Signed

Date Signed

City Clerk - Rachel Tyczinski

Name of Recipient Signing Authority 2

Signature (Recipient)

Date Signed

Trans Canada Trail

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APPENDIX A — SCOPE OF PROJECT

| Information | |
|---------------------------------------|---|
| Project Name | Queen Street Cycling Lanes, Pavement Markings and Safety Signage (Signage 2020) |
| Total Cost (budget) | \$13,510 |
| TCT max Contribution | \$5,000 |
| % of total cost (contribution) | 37.01% |
| Schedule | |
| Start date | 2020/06/01 |
| Completion date | 2020/12/31 |
| Expiration date | 2021/03/20 |

Project Deliverables

| Deliverable | Due Date |
|------------------------|------------|
| Contribution Agreement | 2020-11-20 |
| Progress Report | 2020-11-20 |
| Final Report | 2021-01-20 |

Description

As part of the installation of a series of on-street cycling lanes, the City of Sault Ste. Marie is proceeding with the implementation of cycling lanes on Queen Street East from the Sault Ste. Marie Golf Club to Dacey Road. These lanes consist of 1.5m to 1.8m wide buffered cycling lanes. Also required is the use of pavement symbols (i.e. painted diamond, cyclist symbol) and regulatory signage. The length of the newly installed lanes is 3.5km in each direction (or 7km two-ways).

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APPENDIX B — Promotion and Recognition

Appendix B is provided to ensure that TCT (national) and the Recipient (local) benefit as much as possible from the unique and valuable relationship we share.

TCT recognizes that the Recipient commonly engages in a variety of fundraising activities, in addition to receiving financial support from TCT.

The Recipient recognizes that TCT also fundraises for local Trail projects in their provincial/territorial jurisdiction, in addition to providing fundraising advice and limited support to recipients requiring assistance.

Guiding Principles

Collaboration: TCT and the Recipient recognize their shared responsibility to collaborate on achieving their goals and priorities, and are committed to a multi-sector approach.

Stewardship: The Recipient recognizes that donors have entrusted TCT to invest their support in order to ensure the greatest impact. The Recipient will work with TCT to meet their commitment to donors.

This appendix is a commitment by the Recipient to TCT. The contribution provided through this agreement has been supplied, in part, through donations to Trans Canada Trail and TCT is committed to recognizing these donors for their support.

Trans Canada Trail agrees to:

- (1) Give a contribution to the Recipient for the completion of the Project, as set out in this Agreement.
- (2) At its sole discretion, promote trail sections, funded programs and initiatives within the Province/Territory through a variety of channels, including but not limited to: TCT's website, social media channels, as well as campaign and promotional materials.
- (3) When feasible, consult and provide guidance with respect to fundraising upon request in order to, among other things, reduce donor confusion.
- (4) Ensure regular and timely communications with the Recipient on any matter that may affect their relationship with TCT or the terms of this Agreement.

The Recipient agrees to:

- (1) Promote TCT by acknowledging its contribution in communications and marketing materials, including adding the Trans Canada Trail and The Great Trail logos to the Recipient's website and including them in advertising, annual reports, newsletters and news releases.
- (2) Prepare or collaborate, as required, on the development of an event to acknowledge the Project (i.e. announcement of contribution, trail opening, etc.) and provide a speaking opportunity for a TCT representative.
- (3) Portray TCT and The Great Trail positively in all verbal and written communication to the public.

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- (4) Protect TCT's brand identity by following brand and logo usage guidelines.
- (5) Display signage that is provided, recognizing TCT Trail as a funder. This signage should be placed in a high-traffic area or at the construction site.
- (6) Collaborate with TCT throughout the term of this Agreement to support marketing and content materials such as blogs, newsletters and other engagement programs that help to demonstrate our work together in the Province/Territory.
- (7) Refrain from fundraising from national corporations who may have already given to TCT. TCT will, in turn, refrain from fundraising from local and provincial branches of similar national corporations. If there are questions about who these national corporate donors are, and/or if advice is required to coordinate a stronger approach to ensure success of your organization, please contact TCT's VP, Resource Development.
- (8) Participate in donor recognition initiatives, such as thanking donors, when appropriate, thereby making a tangible connection between donations to TCT and improvements to The Great Trail.
- (9) Provide, for TCT's review, any publication, printed recognition, or signage featuring the TCT logo, prior to publication, which will not occur without TCT's advance approval.
- (10) Notify TCT in advance of any public events related to the Project, and provide an opportunity for TCT representation and recognition at the event. Notification should be sent to TCT's VP, Communications and Marketing.

Demonstrating tangible recognition of local donors who have contributed to the success of the Project, including notifying TCT, will reflect positively on the Recipient and will be considered in future funding requests submitted to TCT.

TCT also encourages recipients to follow The Great Trail on social media and share its content when possible.

Trans Canada Trail

Contribution Agreement

Project Code: 103743



APPENDIX C – PAYMENT INFORMATION

Select a method of payment and complete the following form:

Electronic Funds Transfer (EFT)

Cheque

| | | | |
|---|--|---|-------------|
| <input type="checkbox"/> New/Change EFT authorization information | | <input type="checkbox"/> New/Change mailing address | |
| Company Name | | Street Address | |
| City | | Province | Postal Code |
| Phone | | Business/GST No. | |
| E-mail | | | |

| EFT Payments Only | |
|-------------------------------|-------------|
| Name of Financial Institution | Branch No. |
| Institution No. | Account No. |

| Account Type: | Chequing <input type="checkbox"/> | Savings <input type="checkbox"/> | Other (specify) <input type="checkbox"/> |
|------------------|-----------------------------------|----------------------------------|--|
| Company Use Only | | | |
| ID Supplier | | | |

I/We authorize TCT to make all payments by direct deposit into the above account (I/We have attached a void cheque/bank letter).

I have the authority to provide the above information on behalf of the corporation/organization/payee.

Signature

Date (dd-mmm-yy)

Name (Please print)

Job Title (Please print)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-210

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 708 Carmen's Way (Bulwark Protective Coatings).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. 708 CARMEN'S WAY; LOCATED ON CARMEN'S WAY APPROXIMATELY 100M NORTH OF ITS INTERSECTION WITH WHITE OAK DRIVE WEST; CHANGE FROM C4 TO C4.S WITH A "SPECIAL EXCEPTION"

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 58/1-73 of Schedule "A" to By-law 2005-150, is changed from C4 (General Commercial) zone to C4.S (General Commercial) zone with a "Special Exception".

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(404) and heading as follows:

"2(404) 708 Carmen's Way

Despite the provisions of By-law 2005-150, the zone designation on the lands located on Carmen's Way approximately 100 metres north of its intersection with White Oak Drive West and having civic no. 708 Carmen's Way and outlined and marked "Subject Property" on the map attached as Schedule 404 hereto is changed from C4 (General Commercial) zone to C4.S (General Commercial) zone with a "Special Exception" to, in addition to those uses permitted in a C4 zone:

1. Permit a coatings applicator contractor yard.
2. Permit the outdoor storage of trailers and equipment for the exclusive use of a coatings applicator contractor, in the rear yard only.
3. Permit 4 accessory use shipping containers for the exclusive use of a coatings applicator contractor, in the rear yard only.
4. Reduce the landscape coverage requirement from 50% to 15% for the required front yard."

2. **SCHEDULE "A"**

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

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

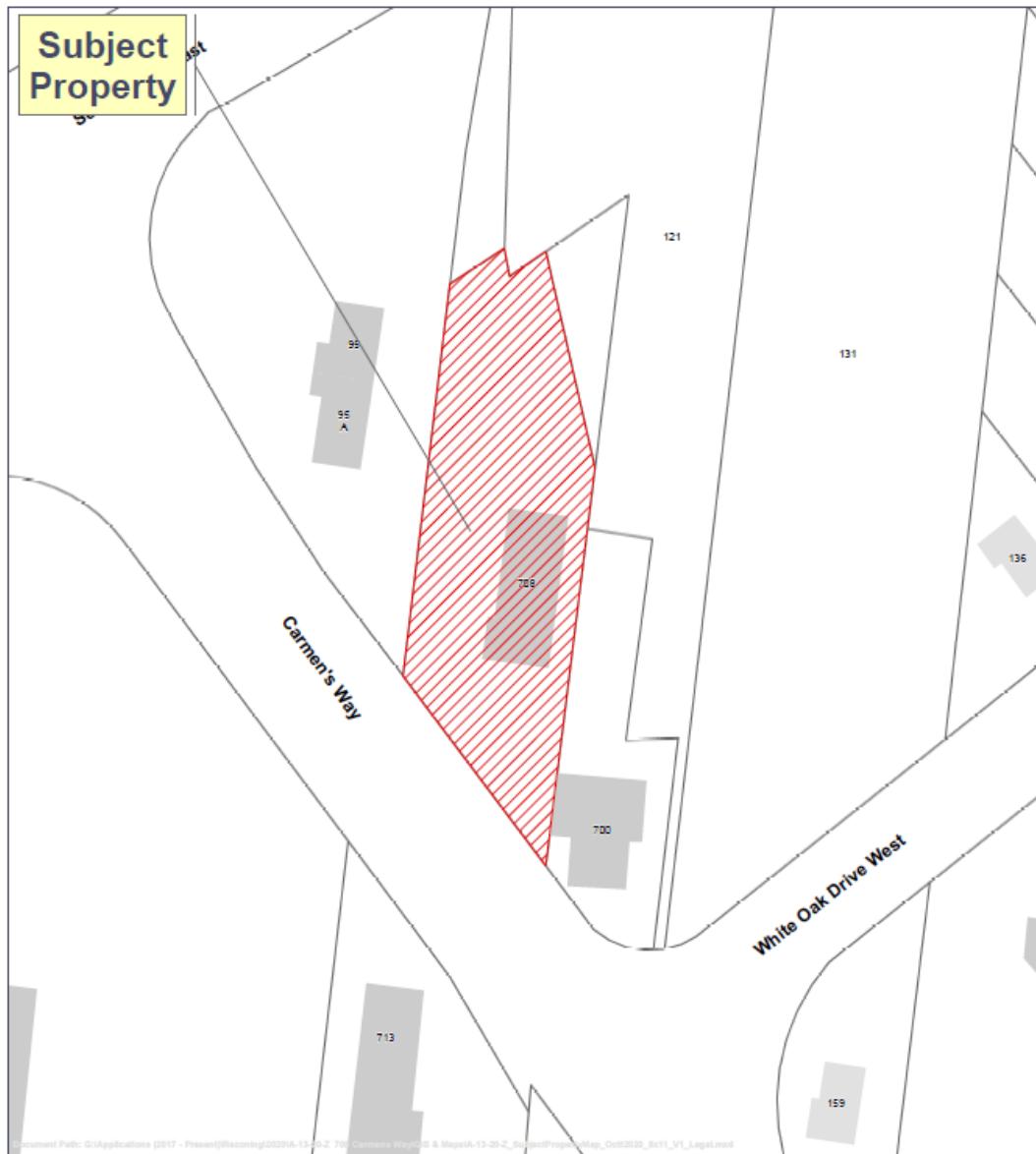
PASSED in Open Council this 30th day of November, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2020\\2020-210(Z) 708 Carmen's Way\\2020-210(Z) 708 Carmen's Way.docx

SCHEDULE "A" TO BY-LAW 2020-210 AND
SCHEDULE 404 TO BY-LAW 2005-151



| Application Map Series | Legal Department Reference | |
|---|----------------------------|--|
| <input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment | Schedule "A" | SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@citysm.on.ca |
| Property Information | | Legend |
| Civic Address: 708 Carmen's Way Roll No.: 0400011190000000 Map No.: 581-73 Application No.: A-13-20-Z Date Created: October 8, 2020 | | Subject Property: 708 Carmen's Way Parcel Fabric |

**CITY OF SAULT STE. MARIE
BY-LAW NO. 2020-211**

FIRE: (F2) A By-law to re-establish and regulate a Fire Service for the City of Sault Ste. Marie and to repeal By-law 2001-80.

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended (“Municipal Act”), provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS the Municipal Act provides that sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

AND WHEREAS the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended (“FPPA”), requires every municipality to establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention and to provide such other Fire Protection Services as it determines may be necessary in accordance with its needs and circumstances;

AND WHEREAS the FPPA permits a municipality, in discharging these responsibilities, to establish a fire department;

AND WHEREAS the FPPA permits a Council of a municipality to establish, maintain and operate a Fire Department for all or any part of the municipality;

AND WHEREAS the FPPA requires a municipality that establishes a Fire Department to provide fire suppression services and permits the Fire Department to provide other Fire Protection Services in the municipality;

AND WHEREAS the FPPA requires a municipality that establishes a Fire Department to appoint a Fire Chief;

AND WHEREAS the FPPA authorizes a council of a municipality to pass by-laws under the FPPA to regulate fire prevention, to regulate the setting of open-air fires and to designate private roads as fire routes.

NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE CITY OF SAULT STE. MARIE ENACTS AS FOLLOWS:

1. DEFINITIONS

1.1 In this By-law:

- a) “Approved” means approved by Council;
- b) “Automatic Aid” means any agreement under which a municipality agrees to provide an initial response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department is capable of responding more quickly than any fire department situated in the other municipality; or a municipality agrees to provide a supplemental response to fires, rescues and emergencies that may occur in a part of

another municipality where a fire department in the municipality is capable of providing the quickest supplemental response to fires, rescues and emergencies occurring in the part of another municipality;

- c) "CAO" means the Chief Administrative Officer appointed by Council to act as the Chief Administrative Officer for the Corporation;
- d) "Chief Fire Official" means the Assistant to the Fire Marshal who is the Municipal Fire Chief or a member or members of the Fire Department appointed by the Municipal Fire Chief under the FPPA or a person appointed by the Fire Marshal under the FPPA;
- e) "Collective Agreement" means an Agreement between the Corporation and the Firefighters' Association made under the provisions of the FPPA;
- f) "Corporation" means The Corporation of the City of Sault Ste. Marie;
- g) "Council" means the Council of the Corporation;
- h) "Deputy Fire Chief" means the person appointed by Council to act on behalf of the Fire Chief in the case of an absence or a vacancy in the office of the Fire Chief;
- i) "Division" means a Division of the Fire Department as provided for in this By-law;
- j) "Municipal Emergency Control Group" means the Mayor with designated Senior Officials who coordinate and deploy resources to mitigate the impact of a municipal or other large-scale emergency incident;
- k) "Emergency Management Program Committee" means the group of municipal officials that are responsible to ensure that local programs and committees are developed as required to enable the emergency management process in accordance with the requirements of the Emergency Management and Civil Protection Act, R.S.O. 1990, c.E.9, as may be amended from time to time, or any successor legislation and any regulation made thereunder;
- l) "Fire Chief" means the person appointed by Council to act as Fire Chief for the Corporation and is ultimately responsible to Council as defined in the FPPA;
- m) "Fire Coordinator" means the person appointed by the Fire Marshal, under the authority of the FPPA to coordinate the Mutual Aid Plan(s), or the person appointed by the Fire Marshal to act in the absence of the Fire Coordinator;
- n) "Fire Department" means the City of Sault Ste. Marie Fire Services, which is a Department of the Corporation;
- o) "Firefighter" means any defined Firefighter, Officer, or Fire Chief as per the FPPA, and/or any person employed in, or appointed to the Fire Department and assigned to undertake Fire Protection Services, and includes a volunteer firefighter;
- p) "Firefighter's Association" means the Sault Ste. Marie Professional Firefighters Association, Local 529 of the International Association of Firefighters (IAFF);

- q) "Fire Marshall" means the Office of the Fire Marshal and Emergency Management, a position with specific authorities and responsibilities under the FPPA, including ensuring that fire departments throughout Ontario provide adequate levels of service to their communities, providing support to fire departments, and administering the FPPA. Also identified as the Office of the Fire Marshal;
- r) "FPPA" means the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as may be amended from time to time, or any successor legislation, and any regulation made thereunder;
- s) "Fire Protection Agreement" is a contract between municipalities, other agencies, individuals, or a company that clearly defines the responsibilities, terms, conditions, and all other aspects of the fire services purchased, provided and/or required;
- t) "Fire Protection Services" means and includes the activities defined in the FPPA, and includes fire suppression, fire prevention, fire safety education, communications and support services, administration services, training of persons involved in the provision of Fire Protection Services, rescue and emergency services and the delivery of all those services;
- u) "Human Resources Division" means the Human Resources Division within the Corporation;
- v) "Limited Services" means a variation of services significantly differentiating from the norm as a result of extenuating circumstances, such as environmental factors, obstructions, remote properties, private road ways, lanes and drives;
- w) "Member" means any firefighter defined in Part I of the FPPA and/or any person employed in or appointed to the Fire Department and assigned to undertake Fire Protection Services;
- x) "Mutual Aid" means a program to provide/receive assistance in the case of a major emergency in a municipality, community or area where resources in a municipality, community or area have been depleted and where agreements have been reached, but does not include Automatic Aid;
- y) "Officer" means any member with the rank of Captain or higher;
- z) "Property" means any real property located within the geographical boundaries of the City of Sault Ste. Marie, including buildings, structures, and erections of any nature and kind in or upon such lands, but excludes real property owned by the Crown either Federally or Provincially;
- aa) "Property Owner" means the registered owner of property or any person, firm or corporation having control over or possession of the property or any portion thereof, including a property manager, mortgagee in possession, receiver, manager, trustee, or trustee in bankruptcy; and
- bb) "Specialized Emergency Responses" means hazardous materials mitigation and rescue, water/ice rescue, high/low angle rescue, confined space rescue, trench and machine rescue.

2. ESTABLISHMENT

2.1 A Fire Department of the Corporation, known as the Sault Ste. Marie Fire Services, is hereby established and continued under this By-law and the head of this Department shall be known as the Fire Chief.

2.2 The Fire Department shall provide Fire Protection Services, in a manner consistent with the Corporation's Fire Master Plan which was approved by Council on March 19, 2018. Without limiting the generality of the foregoing, the fire protection and prevention services provided by the Fire Department are subject to any limitations on training, equipment, staff and other resources that are imposed from time to time by Council through the budget process or otherwise.

2.3 The Mandate, Vision, Mission, Core Values and Primary Goals of the Fire Department shall be those contained in Appendix "A" of this By-law.

3. COMPOSITION

3.1 The Fire Department shall consist of the Fire Chief, Deputy Fire Chiefs, Assistant Chief, Platoon Chiefs, Training Officer, Captains, Firefighters, Fire Prevention Officers, Public Education Officer, Fire Prevention Planning, Mechanical Officer, Mechanics, Administrative Supervisor, Administrative Support Staff, Emergency Management and any other person(s) as may be authorized or considered necessary from time to time by Council or by the CAO on recommendation from the Fire Chief for the Fire Department to perform Fire Protection Services.

3.2 The Fire Chief shall be appointed by By-law of the Council of the Corporation per By-Law 2017-159.

3.3 The Deputy Fire Chief(s) shall be appointed by By-law of the Council of the Corporation per By-Law 2018-127 and 2018-128.

3.4 Pursuant to By-law 2018-129, in the absence of the *Fire Chief* and at such other times deemed appropriate by the *Fire Chief*, the powers and authorities of the *Fire Chief* are delegated to the Deputy Fire Chief(s). As such, any reference to the Fire Chief in this By-law also refers to the relevant Deputy Fire Chief(s) if so acting in the capacity of the Fire Chief pursuant to the delegated authority in By-law 2018-129.

4. EMPLOYMENT

4.1 The Fire Chief shall recommend for appointment, any qualified person as a Member of the Fire Department if the position is authorized by Council and is subject to the approved hiring policies of the Corporation and subject to any collective agreement provisions.

4.2 A person appointed as a member of the Fire Department shall be on probation as per the Corporation's Human Resources Policy Manual and the Collective Agreement between the Corporation and the Sault Ste. Marie Professional Fire Fighters Association, during which time he/she shall take such special training and examinations as may be required by the Fire Chief.

4.3 Any probationary member may be discharged upon recommendation by the Fire Chief to the Human Resources Division subject to any collective agreement provisions.

4.4 All appointments, promotions, demotions, and retirements shall be reported to the Human Resources Division by the Fire Chief.

5. TERMS AND CONDITIONS OF EMPLOYMENT

5.1 Subject to the FPPA and applicable Collective Agreement(s), the remuneration and other terms and conditions of employment or appointment of the Members and administrative support staff that comprise the Fire Department shall be determined by Council or by the CAO acting in accordance with policies and programs established or approved by Council.

6. ORGANIZATION

6.1 The Fire Department shall be organized into Divisions such as Administration, Operations, Support Services, Training, Fire Prevention and Public Education and Emergency Management.

6.2 The Fire Chief, with prior approval of the CAO, may re-organize or eliminate Divisions or establish other Divisions or may do all or any of these things or any combination of them as may be required to ensure the proper administration and efficient operation of the Fire Department and the effective management of Fire Protection Services for the Corporation.

6.3 The Fire Chief may assign or re-assign such Members to a Division to assist in the administration and operation of that Division in accordance with the Collective Agreement.

6.4 The Fire Department Organizational Chart is set out in Appendix "B" to this By-law.

7. CORE SERVICES

7.1 The Core Services of the Fire Department shall be those contained in Appendix "C" to this By-law. In the event Sault Ste. Marie Fire Services is requested for Emergency Responses outside of the Core Services detailed in "Appendix C" item 3.(b), the level of service provided by Sault Ste. Marie Fire Services will reflect the definition of "Awareness Level" defined in Appendix C item 3.(a).

7.2 Due to the topographic and geographic configuration of the municipality, the level and amount of equipment at the Fire Department's disposal, budgetary constraints, the existence of unsafe conditions encountered en route, impeded access to property, environmental factors/constraints, structural integrity and/or the overall magnitude of an incident, the Core Services listed in Appendix "C" of this By-law may be provided as Limited Services.

7.3 The Office of the Fire Marshal and Emergency Management Academic Standards and Evaluation Standardized Curriculum, based on internationally recognized, competency based International Fire Service Accreditation Congress (IFSAC) and/or Professional Qualification Standards (ProBoard) through the National Fire Protection Association Standard (NFPA), and other related industry training standards and reference materials may be used as reference guides for Fire Department training as approved by the Fire Chief. Training will comply with the Occupational Health and Safety Act, R.S.O. 1990, c.O.1 as may be amended from time to time, or any successor legislation, and any regulation made thereunder.

7.4 Nothing in this By-law will restrict the Fire Department to providing only Core Services or limit the provision of Fire Protection Services.

8. RESPONSIBILITIES AND AUTHORITY OF FIRE CHIEF

8.1 The Fire Chief shall be the head of the Fire Department and is ultimately responsible to Council, through the CAO, for proper administration and operation of the Fire Department including the delivery of Fire Protection Services.

8.2 The Fire Chief shall be authorized to make such general orders, policies, procedures, rules and regulations and to take such other measures as the Fire Chief may consider necessary for the proper administration and efficient operation of the Fire Department and the effective management of Fire Protection Services for the Corporation and for the prevention, control and extinguishment of fires, the protection of life and property and the management of emergencies and without restricting the generality of the foregoing;

- a) For the care and protection of all property belonging to the Fire Department;
- b) For arranging for the provision and allotment of strategic staffing and proper facilities, apparatus, equipment, materials, services and supplies for the Fire Department;
- c) For arranging and implementation of Automatic Aid, Mutual Aid and other negotiated fire protection and emergency service agreements within the Corporation's borders and/or within the municipal borders of adjoining municipalities, including International Agreements with Sault Sainte Marie Michigan per By-Law 84-184;
- d) For determining and establishing the qualifications and criteria for employment or appointment and the duties of all Members and administrative support staff of the Fire Department;
- e) For the conduct and the discipline of members and administrative support staff of Fire Services;
- f) For preparing and upon approval by Council, implementing and maintaining a departmental fire service plan and program for the Corporation consistent with the Fire Master Plan;
- g) For assistance, as a contributing member of the Emergency Management Program Committee and the Municipal Emergency Control Group, in the preparation, implementation and maintenance of any emergency plans, organizations, services or measures established or to be established by the Corporation;
- h) For reporting to the appropriate crown attorney or other prosecutor or law enforcement officer or other officer the facts upon the evidence, in any case, in which there is reason to believe that a fire has been the result of criminal intent or negligence, or in which there is reason to believe that a contravention of the FPPA has been committed;
- i) For keeping an accurate record, in convenient form for reference, of all fires, rescues and emergencies responded to by the Fire Department according to By-Law 2020-15 and reporting of same to the Fire Marshal;
- j) For keeping such other records as may be required by Council, the Corporation, the Fire Marshal and the FPPA;
- k) For preparing and presenting reports of the Fire Department to Council; and
- l) For preparing and presenting the annual estimates of the Fire Department to the Finance Department of the Corporation and Council and for exercising control over the budget approved by Council for the Fire Department, provided that such general orders, policies, procedures, rules, regulations and other measures do not conflict with the provisions of this By-law or any other By-law of the Corporation, including, without limitation, those requiring the prior approval of or notice to Council or the satisfaction of certain conditions, general or otherwise, specified by Council before such measures can be implemented, or with the provisions of the FPPA or with the provisions of any Collective Agreement or other written agreement that may be applicable.

8.3 The Fire Chief shall be responsible for the administration and enforcement of this By-law and all general orders, policies, procedures, rules and regulations made under this By-law and for the enforcement of any other By-laws of the Corporation respecting Fire Protection Services as set out in Appendix "D" to this By-law, and shall review periodically such By-laws, including this By-law, and shall recommend to Council such amendments as the Fire Chief considers appropriate and, in the case of general orders, policies, procedures, rules, and regulations made under this By-law, revise or terminate any of them if the Fire Chief considers it appropriate.

8.4 The Fire Chief shall have all powers, rights, and duties assigned to a Fire Chief under the FPPA including, without limitation, the authority to enforce compliance with the Ontario Fire Code. Further, the Fire Chief shall be afforded the ability to take all proper measures for the prevention, control and extinguishment of fires and for the protection of life and property and shall be able to enforce all municipal by-laws respecting fire prevention.

8.5 The Fire Chief may liaise with the Firefighters' Association and any union representing Firefighters.

8.6 The Fire Chief may liaise with the Fire Marshal and any other office or organization (local, regional, provincial or federal) as required by Council or as considered necessary or advisable by the Fire Chief for the proper administration and efficient operation of the Fire Department and the effective management of Fire Protection Services for the Corporation.

8.7 The Fire Chief is authorized to contribute to and assist in the formulation of Mutual Aid, Automatic Aid and emergency service agreements or response plans with other emergency response agencies.

8.8 The Fire Chief may utilize such Members and administrative support staff of the Fire Service as the Fire Chief may determine, from time to time, to assist in the performance of his or her duties and/or perform the role as required of a Chief Fire Official or other designate in such a manner as to include, but not be limited to, the following;

- a) Provide administrative support and customer assistance for facilities and services provided by the Fire Department;
- b) Prepare Divisional and overall Fire Departmental budget(s) and exercise budgetary control;
- c) Prepare the payroll data of the Fire Department as required, to initiate requisitions and acquire materials and services and certify all accounts of the Fire Department;
- d) Maintain personnel records as required in conjunction with the direction of the Corporation's Human Resources Division;
- e) Arrange for the provision of new facilities, equipment, and apparatus;
- f) Carry out the general administrative duties of the Fire Department;
- g) Liaise with other emergency response and safety agencies;
- h) Liaise with other Departments within the Corporation and participate on committees or be involved in functions as required;
- i) Provide emergency communications/dispatch, firefighting and emergency response duties and/or assist at emergency or life supporting incidents as required by the Fire Chief to control and extinguish fires, and further prevent fire and life safety tragedy;
- j) Conduct investigations of fires by Fire Services personnel in concert with Investigators of the Fire Marshal and the Sault Ste. Marie Police Services or other allied agencies in order to determine cause, origin, and circumstances of a fire incident;

- k) Conduct, facilitate and participate in training at fire stations or other approved sites and keep clear and concise records of said training;
- l) Research and/or develop new technologies and strategies to maintain safe operating efficiency and effectiveness in emergency or routine operations;
- m) Prepare and conduct examinations of Fire Services staff members as required;
- n) Conduct in-service fire prevention audits, visits, inspections and/or other pre-planning familiarization inspections of premises and occupancies on a complaint, request or proactive basis as required;
- o) Enforce all legislation pertaining to fire prevention and the Ontario Fire Code and respond to all fire and life safety complaints and/or concerns as appropriate;
- p) Provide fire and life safety education and distribution of educational materials as appropriate;
- q) Perform apparatus and equipment maintenance cleaning, checks, inspection and testing at stations or other areas as required;
- r) Co-ordinate and address joint health and other safety issues between other departments within the Corporation and the Fire Department, and within the Fire Department itself;
- s) Ensure the Joint Health and Safety Committee performs, meets, and provides recommendations to administration as required by legislation, and further that all staff conform and abide by safety practices to ensure a safe workplace;
- t) Prepare statistical data or other analysis reports as required;
- u) Assist in the preparation and implementation of Departmental emergency plans and contingencies in conjunction with the Corporation's Emergency Plan;
- v) Perform other duties as assigned and shall comply with all other requirements of the job description and abide by all orders, policies, procedures, rules and regulations as provided.

9. SUPERVISION – GENERAL DUTIES AND RESPONSIBILITIES

9.1 The Deputy Fire Chief(s) shall be the second ranking officer of the Fire Department and shall be subject to and shall perform such duties as are assigned to him or her by the Fire Chief and shall act on behalf of the Fire Chief in case of absence or vacancy in the office of the Fire Chief per By-Law 2018-129.

9.2 The Members and administrative support of the Fire Department while on duty shall be under the direction and control of the Fire Chief or the next ranking officer present in any place.

9.3 When the Fire Chief designates a Member to act in place of an Officer in the Fire Department, such Member, when so acting, has all the powers and shall perform all the duties of the Officer replaced.

9.4 The Fire Chief and all other Officers of the Department shall protect and guard all property entrusted to their care and the Chief, all Officers and all Members, insofar as lies in their power, shall take proper measures to protect all Members of the Fire Department from accident, injury or death as a result of duty.

9.5 All matters pertaining to or affecting the Fire Department proposed or contemplated by staff members must be submitted to the Fire Chief before any action is taken, and staff members are strictly forbidden to take any part in any proposition contemplating any effect, directly or indirectly, upon the City of Sault Ste. Marie Fire Department or its operation, except after consultation with the Fire Chief.

9.6 Every Member and administrative support staff person shall conduct themselves in accordance with the general orders, policies, procedures, City of Sault Ste. Marie Code of Conduct and rules and regulations made by the Fire Chief and shall give their whole and undivided attention while on duty to the efficient operation of the Fire Service and shall perform the duties assigned to them to the best of their ability in accordance with the FPPA and any Collective Agreement or other written agreement that may be applicable.

9.7 The Fire Chief may reprimand or suspend any member of the Fire Department for insubordination, inefficiency, misconduct, tardiness, or for non-compliance with applicable jurisprudential supported conduct for any of the provisions of this By-law, departmental policies or procedures, guidelines or the general orders and departmental rules or noncompliance with corporate policies that, in the opinion of the Fire Chief, would be detrimental to the discipline and efficiency of the Fire Department. The Fire Chief shall submit a report to the Human Resources Division regarding the reprimand or suspension handed out to the staff member. Any such disciplinary action shall be in accordance with the Disciplinary Procedures as outlined in the Corporation's Human Resources Policy Manual unless otherwise governed by the Collective Agreement between the Corporation and SSMPFFA Local 529 International Association of Firefighters.

10. PROPERTY

10.1 No person shall normally supply any apparatus, equipment or other property of the Fire Service for any personal or private use without the express permission of the Fire Chief.

10.2 No person shall willfully damage or render ineffective or inoperative any apparatus, equipment or other property belonging to or used by the Fire Department or any emergency vehicle of a public safety agency engaged by the Fire Department to attend to a fire or emergency incident within the municipality.

11. FIRE SUPPRESSION

11.1 Fire Department may suppress any fire or other hazardous condition by extinguishing it or by other reasonable action and, for this purpose, may enter private property, if necessary, to do so.

11.2 The Fire Department may pull down or demolish any building or structure when considered necessary to prevent the spread of fire or to protect the safety of the public or member.

11.3 The Fire Department may perform all necessary actions which may include the boarding up or barricading of buildings or property to guard against fire or other danger, risk, or accident and to generally make "safe" an incident or real or personal property when unable to contact the property owner.

11.4 The Fire Department may request other appropriate persons or agencies present at a fire to assist in extinguishing fires, pulling down or demolishing buildings or structures to prevent the spread of fire, initiate crowd and traffic control or suppression of fires or other hazardous conditions in other reasonable ways.

12. REFUSAL TO LEAVE

12.1 No person present at a fire shall refuse to leave the immediate vicinity when required to do so by the Fire Department or the Sault Ste. Marie Police Service.

13. CONDUCT AT FIRES

13.1 During a fire or emergency incident and for the time after it has been extinguished and is required to remove the apparatus and equipment of the Fire Department and render the location and vicinity safe from fire, no person, either on foot or with a vehicle of any kind shall enter or remain upon or within;

- a) The portion of any street or lane upon which the site of the fire abuts or upon any street or lane for a distance of fifteen (15) metres on each side of the property damaged by fire or;
- b) Any additional street or lane or part of a street or any additional limits in the vicinity of the fire as may be prescribed by the Fire Chief or the next ranking officer present at the fire or emergency incident.

13.2 The provisions of section 13.1.(a) shall not apply to a resident of any street or lane or within any prescribed additional limit or to any person so authorized to enter or remain by an officer of the Fire Department or by a City of Sault Ste. Marie police officer.

14. RECOVERY OF COSTS – ADDITIONAL EXPENSES

14.1 The Fire Chief may require occupancy owners or persons within or outside the municipality to pay costs or fees for fire and emergency response or other administrative services provided to them. Invoicing for response services or recovery of fees will be conducted in accordance with the Corporation's User Fee and Cost Recovery By-law 2020-212 in effect and as amended from time to time.

14.2 If as a result of a Fire Department response to a fire or emergency incident, the Fire Chief determines that it is necessary to incur additional expenses, retain a private contractor, rent special equipment not normally carried on a fire apparatus or use more materials than are carried on a fire apparatus (the "Additional Service") in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, control and eliminate an emergency, carry out or prevent damage to equipment owned by or contracted to the Corporation, assist in or otherwise conduct fire cause investigation or determination or otherwise carry out the duties and functions of the Fire Department and/or to generally make "safe" an incident or property, the owner of the property requiring or causing the need for the Additional Service or expense shall be charged the full costs to provide the Additional Service including all applicable taxes. Property shall mean personal and real property.

15. EMERGENCY RESPONSES OUTSIDE LIMITS OF THE MUNICIPALITY

15.1 The Fire Department shall not respond to a call with respect to a fire or an emergency incident outside the limits of the municipality except with respect to a fire or an emergency; or

- a) that in the opinion of the Fire Chief threatens property in the municipality or property situated outside the municipality that is owned or occupied by the municipality;

- b) in a municipality with which an agreement has been entered into to provide Fire Protection Services per By-Law 2019-112;
- c) on property with respect to which an agreement has been entered into with any person or corporation to provide fire protection therefore;
- d) at the discretion of the Fire Chief to a municipality authorized to participate in the Regional Mutual Aid plan established by a Fire Coordinator appointed by the Fire Marshal, emergency fire service plan and program or any other organized plan or program on a reciprocal basis;
- e) on those highways that are under the jurisdiction of the Ministry of Transportation or other agency within the City of Sault Ste. Marie;
- f) on property beyond the municipal boundary where the Fire Chief determines that immediate action is necessary to preserve and protect life and/or property and the correct department is notified to respond and/or assumes command or establishes alternative measures acceptable to the Fire Chief; and
- g) response due to a request for special assistance as required through a declaration of a provincial or federal emergency and such request has been approved by the Fire Chief and the CAO.

16. INTERFERENCE

16.1 No person shall impede or interfere with or hinder the Fire Department in the performance of its duties.

17. CONFLICT

17.1 The provisions of this By-law are subject to the FPPA and all other applicable legislation and by-laws, and to the provisions of any agreement between the Corporation and the Firefighters' Association.

18. SHORT TITLE

18.1 This By-law shall be known as the Fire Department Establishing and Regulating By-law.

19. PENALTY

19.1 Any person who violates any provisions of this By-law is, upon conviction, guilty of an offence and shall be liable to a fine, subject to the provisions of the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.

20. REPEAL OF BY-LAWS

20.1 By-law 2001-80 is hereby repealed.

21. EFFECT

21.1 This By-law shall come into force and effect on the day it is passed.

PASSED in open Council this 30th day of November, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

LEGAL\STAFF\COUNCIL\BY-LAWS\2020\2020-211 SSM ER BY-LAW.DOCX

APPENDIX "A" TO BY-LAW NO. 2020-211

Mandate of the Fire Department

The Sault Ste. Marie Fire Department shall provide fire protection services, emergency response, public fire/life safety education and fire prevention initiatives to protect the lives and property of the citizens, businesses and visitors to the City of Sault Ste. Marie.

Vision of the Sault Ste. Marie Fire Department

The Sault Ste. Marie Fire Department is committed to provide effective and efficient emergency service in a caring manner to create a safe community.

Mission of the Sault Ste. Marie Fire Department

The Sault Ste. Marie Fire Department is a proud partner within our community that provides exceptional service through prevention, education, protection and wellness.

Core Values

- Public Safety
- Firefighter Safety
- Customer Service
- Integrity and Honesty

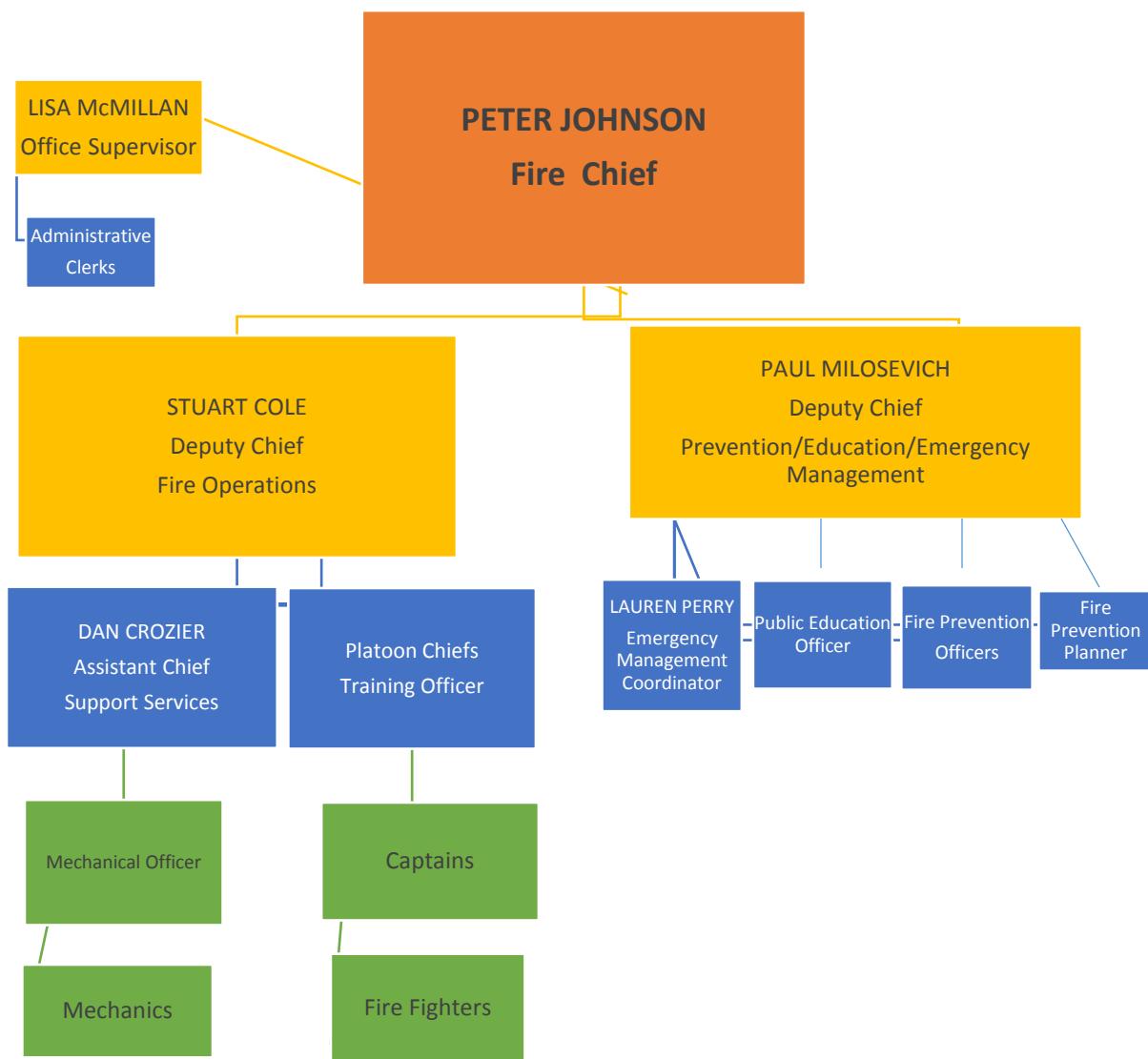
Primary Goals of the Fire Department

The primary goals of the Fire Department are to:

- Provide appropriate public fire and life safety education, other fire prevention programs and measures as legislated by the FPPA;
- Provide exceptional training to its members through well planned programs followed by appropriate testing and documentation; and
- Provide effective, timely and adequately staffed emergency response as outlined in the Fire Master Plan. This will be appropriate to the needs and circumstances of the municipality and as required by the FPPA and other applicable legislation

APPENDIX "B" TO BY-LAW NO. 2020-211

Sault Ste. Marie Fire Service Organizational Chart



APPENDIX "C" TO BY-LAW NO. 2020-211

CORE SERVICES

Three Lines of Defence

1. Fire Prevention and Public Education

Fire Prevention and Public Education services provided are detailed in The Fire Prevention and Public Education as per divisional Notices and Operating Guidelines, which includes the following:

- A smoke alarm program
- Distribution of fire safety education material
- Providing fire safety programs to community groups
- Providing school fire safety education programs
- A risk assessment program, which includes fire investigations, and inspections; to reduce and/or eliminate fire hazards, and develop fire prevention programs to increase life safety, and reduce the loss of life and property due to fires.

2. Code Enforcement

Code Enforcement services shall include:

- Complaint and Request inspections
- Conducting routine inspections per fire prevention policy
- Dealing with code compliance issues (mandated)
- Enforcing municipal By-laws as related to Fire Protection Services per Schedule "D" By-Laws.
- Preparing reports and issuing written responses to requests
- Investigate fire for origin and cause
- Enforcement of the Ontario Fire Code shall be ongoing and administered in accordance with FPPA and Regulations.

3. Emergency Response

- (a) The following definitions are provided for clarification:

Technician Level- evaluate existing and potential conditions, protect persons, property or the environment, control and mitigate the emergency using specialized training, resources and equipment as provided.

Operations Level- identify and assess existing and potential conditions, recognize unique hazards, conduct limited operations to minimize negative impact on persons, property or the environment using additional equipment and techniques. Additional specialized training, resources and equipment may be required to completely mitigate the emergency.

Awareness Level- recognize the presence of hazards, identify needed resources, protect responders, notify trained personnel, isolate the area. Additional specialized training, resources and equipment will be required to completely mitigate the emergency

- (b) Structural Fires and Responses in areas accessible by the Fire Department's apparatus shall include:
- Interior Fire attack and rescue in accordance with the Fire Department's level of training, standard operating guidelines, Occupational Health and Safety Guidelines, Ministry of Labor and the number and type of personnel and equipment available to the department and on each specific emergency response.
 - Offensive interior fire control and extinguishment operations to prevent further dollar loss when staffing, fire conditions and building integrity permit entry.
 - Defensive exterior fire suppression operations to reduce loss to surrounding area when there is insufficient staffing, severe fire conditions and/or structural instability which prohibits entry.
 - Explosions and deflagrations involving over-pressurizations, chemicals and flammable gases.
 - General alarm conditions and specific fire alarm, water flow alarm, smoke alarm and carbon monoxide alarm activations.
 - Wildland fires (grass, brush in City/Municipal Limits)
 - Motor Vehicle Fires
 - Motor Vehicle Collisions - will include vehicle accidents for vehicle extrication and spill mitigation. This may include vehicles, buses, trucks and trains.
 - Hazardous Materials Response - operations level in accordance with NFPA 1072 'Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents and available resources
 - Medical Assist – per the Tiered Response Agreement between the Corporation of Sault Ste. Marie and The District of Sault Ste. Marie Social Services Administration Board as per By-Law 2019-241
 - Naloxone (Narcan) Administration – per By-Law 2018-130
 - Mutual Aid
 - Algoma District Mutual Aid Plan- By-Law 79-283
 - Current Algoma District Mutual Aid Plan
 - International Mutual Aid Compact – By Laws 84-95 and 84-184
 - Ice Rescue (per Departmental Notices and Operating Guideline)
 - Water Rescue (Shore Base, per Departmental Notices and Operating Guideline)
 - Public assistance, isolation and/or mitigation of public hazards such as, but not limited to downed electrical wires, flooding, evacuations, unknown and noxious odors;
 - Elevator rescue of occupants, based on level of rescue training and type of rescue equipment available
 - Police assistance
 - Community Emergency Plan Participation
 - Automatic Aid – Per the Fire Protection Agreement between the Corporation of the City of Sault Ste. Marie and The Batchewana First Nation of Ojibways of the Rankin Indian Reserve 15D per By-Law 2019-112
 - Complaints of open air burning
 - Defensive shorebase vessel firefighting
 - Confined space rescue (per Departmental Notices and Operating Guideline)
 - Trench rescue awareness level response (per Departmental Notices and Operating Guideline)

- High angle rescue awareness level response (per Departmental Notices and Operating Guideline)

EMERGENCY DISPATCHING AND COMMUNICATIONS

The Communications Division will provide emergency call taking and dispatching of emergency vehicles as appropriate.

TRAINING

1. Develop, coordinate, manage, implement and evaluate training programs consistent with National Fire Protection Association (NFPA) Standards for approved Fire Protection Services.
2. Ensure training is in compliance with the Occupational Health and Safety Act R.S.O. 1990, c.O.1 as amended and any regulations made thereunder, and other applicable provincial and federal legislation and regulations.
3. Emergency response as Incident Safety Officer and/or Accountability Officer.
4. Maintain current industry standards and emerging trends.
5. Evaluate, recommend and implement new equipment and/or procedures.
6. Identify, evaluate and recommend solutions to deficiencies in fire protection services.
7. Ensure accurate completion of training documents and secure retention for inspection by the Ministry of Labour and/or audit by the Fire Marshal.
8. Liaise with private and public stakeholders, including other governmental, public safety agencies and other organizations.

APPENDIX "D" TO BY-LAW NO. 2020-211**Fire Services By-Laws**

- 20-212 Cost Recovery
- 19-242 RESC Lease agreement with DSSAB
- 19-241 Tiered Response
- 19-112 Fire Protection Agreement Batchewana First Nation 15D
- 19-075 Collective Bargaining Agreement
- 19-057 Fire Protection Agreement Prince Township
- 19-038 Fire Route
- 18-130 Naloxone Administration
- 18-129 Delegation of Authority
- 18-128 Fire Prevention Officer Appointment
- 18-127 Deputy Fire Chief Appointment
- 17-159 Fire Chief Appointment
- 15-069 FS & Police investigations
- 13-146 Fireworks
- 07-074 Aircraft Emergency Rescue
- 04-048 Municipal Forest Fire Management with MNR
- 84-184 International Mutual Aid
- 84-95 International Mutual Aid Compact
- 79-283 Algoma District Mutual Aid

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-212

COST RECOVERY FIRE SERVICES: A By-law to establish cost recovery fees and charges for the provision of specified Fire Services within the City of Sault Ste. Marie

WHEREAS section 2 of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, as amended, authorizes a municipality to establish a Fire Department to provide firefighting and fire protection services and for participating in an emergency fire services program;

AND WHEREAS The Corporation of the City of Sault Ste. Marie (the "City") has established a Fire Department being the Sault Ste. Marie Fire Services ("Fire Services") to deliver firefighting and related emergency services;

AND WHEREAS sections 8, 9 and 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, authorize a municipality to pass by-laws necessary or desirable for municipal purposes, and in particular paragraph 3 of subsection 11(2) authorizes by-laws respecting the financial management of the municipality;

AND WHEREAS subsection 391(1) of the *Municipal Act, 2001* provides that sections 9 and 11 of that Act authorize a municipality to impose fees or charges on any class of persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality's property, including property under its control;

AND WHEREAS subsection 391(2) of the *Municipal Act, 2001* provides that a fee or charge imposed for capital costs related to services or activities may be imposed on persons not receiving an immediate benefit from the services or activities but who will receive a benefit at some later point in time;

AND WHEREAS subsection 391(3) of the *Municipal Act, 2001* provides that the costs included in a fee or charge may include costs incurred by the municipality or local board related to administration, enforcement and the establishment, acquisition and replacement of capital assets;

AND WHEREAS subsection 391(4) of the *Municipal Act, 2001* provides that a fee or charge may be imposed whether or not it is mandatory for the municipality or local board imposing the fee or charge to provide or do the service or activity, pay the costs or allow the use of its property;

AND WHEREAS subsection 391(5) of the *Municipal Act, 2001* provides that, in the event of a conflict between a fee or charge by-law and the *Municipal Act, 2001*, or any other act or regulation made under any other act, the by-law prevails;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie ENACTS as follows:

DEFINITIONS

1. In this By-law,
 - a. "agency" includes any law enforcement agency, public utility, provincial or federal ministry together with any of its agencies, boards and commissions, the Electrical Safety Authority and the Technical Standards & Safety Authority, together with any other entity that has statutory, regulatory or oversight authority;
 - b. "care facility" means a property being used to provide health care and related services for residents who require medical or nursing care, or rehabilitation services for the rehabilitation of injured, disabled, or sick persons, and also means a property being used as a long-term care home as defined under the Long-Term Care Homes Act, 2007, S.O. 2007, c.8;
 - c. "Corporation" means The Corporation of the City of Sault Ste. Marie;
 - d. "emergency system" includes a sprinkler system, standpipe system, fire extinguishing system, smoke control system, emergency power system, fire pump system, voice communication system or any other device monitored through a fire alarm system;
 - e. "Fire Services" means a Division of the Corporation and being a fire department within the meaning of the *Fire Protection and Prevention Act 1997*, S.O. 1997, c.4, as amended, and is deemed to include any fire department personnel of the Fire Services;
 - f. "firefighting and emergency services" includes all services related or incidental to the prevention, control and suppression of fires and the protection of lives and property, but excludes the provision of emergency medical and paramedical aid to victims of life threatening injury or trauma;
 - g. "malicious act" means a wrongful act done intentionally by any person without just cause or excuse;
 - h. "member" means a full-time firefighter, volunteer firefighter and officer of Fire Services;
 - i. "fire department personnel" means Fire Chief, Assistant Fire Chiefs, Deputy Chiefs and members of Fire Services;
 - j. "nuisance false alarm" means the activation of a fire alarm system or emergency system through a mechanical failure, equipment malfunction, improper installation of the system or failure to maintain the system as prescribed by the Fire Code being O.Reg. 213/07, as amended, but does not include the activation of a fire alarm system where the activation occurred as a result of accidental damage to the system;

- k. "person" includes an individual, sole proprietorship, partnership, corporation, municipal corporation, unincorporated association or organization, trust, and a natural person in his or her capacity as trustee, executor, administrator, or other legal representative;
- l. "property" means any public or private real property within the City of Sault Ste. Marie, including buildings, structures and erections of any nature and kind in or upon such lands, but excludes real property owned by the Federal or Provincial Crown; and
- m. "property owner" means the registered owner of property or any person, firm or corporation having control over or possession of the property or any portion thereof, including a property manager, mortgagee in possession, receiver and manager, trustee and trustee in bankruptcy.

FIRE ALARMS

- 2. If Fire Services attends at a property in response to a fire alarm and upon conducting an investigation fire department personnel determine that the alarm is a nuisance false alarm, that fire department personnel have responded to and have directed the property owner to repair or have already responded to an alarm of similar nature, the property owner shall be charged the applicable Nuisance False Alarm Fee and any other applicable fees and taxes as set out in the City's User Fee and Service Charges By-law.
- 3. If a property owner fails to notify Fire Services in advance of any work being conducted on a fire alarm system or emergency system at a property, and as a result of the work being done on a fire alarm system or emergency system a false alarm is triggered, the property owner shall be charged the applicable Working on System – Not Notified Alarm Fee and any other applicable fees and taxes as set out in the City's User Fee and Service Charges By-law if Fire Services responds to the false alarm.
- 4. If Fire Services responds to a fire alarm and upon conducting an investigation fire department personnel determine that the alarm is a false alarm occurring as a result of a malicious act, the property owner shall be charged the applicable Malicious False Alarm Fee and any other applicable fees and taxes as set out in the City's User Fee and Service Charges By-law.

NATURAL GAS INCIDENT RESPONSE

- 5. If Fire Services attends at a property in response to a natural gas leak in which the property owner or contractor have not had an underground utilities locate completed, and fail to supply the official documentation of the completed locate, the property owner shall be charged the applicable Natural Gas Leak Response Fees and any other applicable fees and taxes as set out in the City's User Fee and Service Charges By-law.

GROW OPERATIONS/CLANDESTINE LABORATORIES

- 6. If Fire Services attends at a property as a result of a cannabis grow-operation investigation and/or compliance inspection, the property owner shall be charged the applicable Investigation and Compliance Inspection Fee and any other applicable fees and taxes as set out in the City's User Fee and Service Charges By-law.

7. If Fire Services responds to a request for assistance, response and/or remediation from a person, property owner or designate, another agency or a care facility to suppress or extinguish a fire, preserve property, prevent a fire from spreading or otherwise control and eliminate an emergency at a property that is being used as a grow operation or a clandestine laboratory for the manufacture, cultivation, trade or distribution of a controlled substance as that term is defined in the *Controlled Drugs and Substances Act* (S.C. 1996, c.19), the following shall apply:
 - (a) if the Fire Chief or his/her designate determines that it is necessary to retain a private contractor, rent special equipment, or use consumable materials other than water, and medical supplies, in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, the property owner shall be charged the expenses incurred by Fire Services for retaining a private contractor, renting special equipment and/or using consumable materials, as applicable and any other applicable fees and taxes, and such expenses shall be recovered as a fee under this By-law;
 - (b) all of the expenses incurred by Fire Services as a result of the attendance, which include, but are not limited to the costs of vehicles, labour, equipment, materials and administration, shall be charged to the property owner along with any applicable fees and taxes, and such expenses shall be recovered as a fee under this By-law; and
 - (c) if in providing such assistance, response and/or remediation at a property and Fire Services incurs damage or contamination to equipment such as personal protective equipment, hoses or other non-consumable materials that require cleaning and decontamination or replacement thereof, as a result of the service to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, the property owner shall be charged the expenses incurred by Fire Services for cleaning and decontamination or replacement of equipment, as applicable and any other applicable fees and taxes, and such expenses shall be recovered as a fee under this By-law.

ADMINISTRATION AND ENFORCEMENT

8. The fees, applicable taxes and administration fees that shall be charged in accordance with this By-law are set out herein and in the City's User Fee and Service Charges By-law.
9. The fees payable by a person pursuant to this By-law and the City's User Fee and Service Charges By-law shall also be subject to:
 - (a) an Administration Fee in the sum of ten (10%) percent of the total fee payable by the person; and
 - (b) thereafter, Harmonized Sales Tax ("HST") where applicable.

and are referred to collectively as the "Total Fee Payable".

10. The Corporation shall deliver an invoice to each person upon whom a fee is imposed pursuant to this By-law and the City's User Fee and Service Charges By-law and the person shall pay the Total

Fee Payable within thirty (30) days of receipt of the invoice. The invoice shall set out the Total Fee Payable.

11. The Corporation may deliver an invoice either personally, or by registered mail, or by ordinary mail to a person's home address or, in the case of a property owner, to the property owner's address as recorded on the Corporation's assessment roll. Receipt of an invoice shall be deemed to have occurred:
 - a) on the date of delivery in the case of personal delivery;
 - b) three days after mailing by registered mail if delivered to an address within the City of Sault Ste. Marie;
 - c) five days after mailing by registered mail if delivered to an address outside of the City of Sault Ste. Marie;
 - d) five days after mailing by ordinary mail if delivered to an address within the City of Sault Ste. Marie, or
 - e) seven days after mailing by ordinary mail if delivered to an address outside of the City of Sault Ste. Marie.
12. Payment of the Total Fee Payable is due within thirty (30) days of receipt of an invoice issued by the Corporation setting out the Total Fee Payable pursuant to this By-law and the City's User Fee and Service Charges By-law unless otherwise stated.
13. If a person who is charged a fee under this By-law and the City's User Fee and Service Charges By-law fails to pay the Total Fee Payable within thirty (30) days of receipt of an invoice, the person shall be charged interest commencing on the thirty-first day that the Total Fee Payable remains unpaid at the rate as stipulated in the City's User Fee and Service Charges By-law unless precluded by by-law or legislation.
14. If a property owner who is charged a fee under this By-law and the City's User Fee and Service Charges By-law fails to pay the fee within ninety (90) days of receipt of an invoice, the Corporation may add the Total Amount Payable, including interest, to the tax roll for any real property in the City of Sault Ste. Marie registered in the name of the owner and collect the fee, including interest, in like manner as municipal taxes.
15. A fee imposed upon a person under this By-law, including any interest charges and costs of collection, constitutes a debt of the person to the Corporation.

GENERAL

16. Should any part of this By-law be determined by a Court of competent jurisdiction to be invalid or of no force and effect, it is the stated intention of Council that such invalid part of the By-law shall be severable and that the remainder of this By-law shall continue to operate and to be in force and effect.
17. Words importing the singular number shall include the plural, and words importing the masculine gender shall include the feminine, and the converse of the foregoing also applies, unless the context of the By-law otherwise requires.

18. Any decision or determination required to be made by the City or any official of the City under this By-law shall be made in the sole and absolute discretion of the City or the City official.
19. This By-law shall be known as the "Cost Recovery By-Law Fire Services".

ENACTMENT

20. This By-law shall come into force and take effect on November 30, 2020.

PASSED in open Council this 30th day of November, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

LEGAL\STAFF\COUNCIL\BY-LAWS\2020\2020-212 COST RECOVERY BY-LAW FIRE SERVICES.DOCX

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-213

TRAFFIC: (T2) A by-law to amend Schedule "X" of Traffic By-law 77-200.

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

1. SCHEDULE "X" OF BY-LAW 77-200 AMENDED

Schedule "X" of By-law 77-200 is amended by adding the following:

| HIGHWAY | BETWEEN | LANE | DIRECTION | TIME OR DAYS |
|-----------------------|------------------------------|------------------|---------------------|---------------------|
| "Northern Avenue East | North Street and Pine Street | centre turn lane | east and west bound | "any time" |

2. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 30th day of November, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-214

LANE ASSUMPTION: (MAP 53) A by-law to assume for public use and establish as a public lane, the lane more particularly described as Part PIN 31607-0284 (LT) PT LANE PL 7882 KORAH ABUTTING LTS 577-586 & 612-613 PL 7882; SAULT STE. MARIE, Tagona Subdivision.

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

1. LANE ESTABLISHED AND ASSUMED

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public lane, the lane more particularly described as Part PIN 31607-0284 (LT) PT LANE PL 7882 KORAH ABUTTING LTS 577-586 & 612-613 PL 7882; SAULT STE. MARIE, Tagona Subdivision.

2. EFFECTIVE DATE

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

PASSED in open Council this 30th day of November, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-217

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for consulting engineering services for the proposed reconstruction of Third Line East from the Sault Area Hospital Entrance to Black Road.

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 November 30, 2020 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for consulting engineering services for the proposed reconstruction of Third Line East from the Sault Area Hospital Entrance to Black Road, including planning, design, tendering, contract administration and construction inspection.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

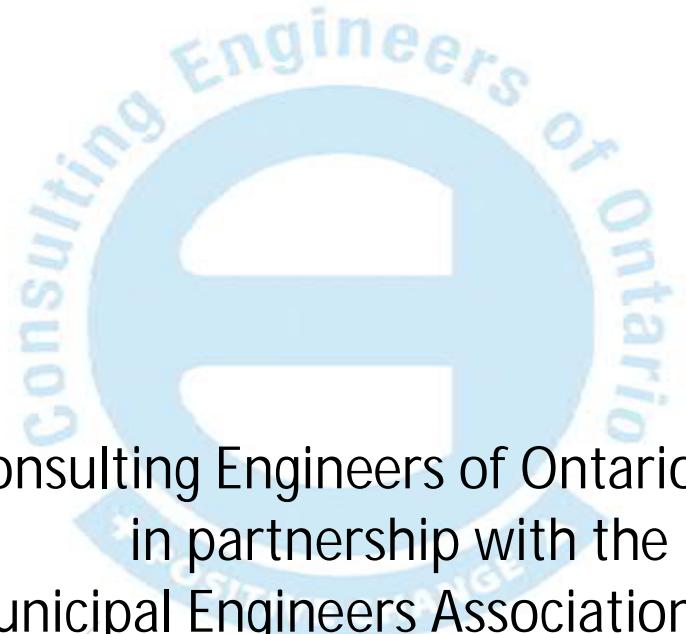
This by-law takes effect on the day of its final passing.

PASSED in open Council this 30th day of November, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

2017



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



CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES
**RECONSTRUCTION OF THIRD LINE EAST
HOSPITAL ENTRANCE TO BLACK ROAD**

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 30TH day of NOVEMBER A. D., 2020

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

AECOM CANADA LTD.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client requires consulting engineering services in relation to the proposed Reconstruction of Third Line from Sault Area Hospital entrance to Black Road, including planning, design, tendering, contract administration and construction inspection.

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. Engineer

In this Agreement, the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

2. Services – As per Article 2 – Services to be provided.

3. RFP – Request for Proposal

4. Addenda – None

5. Order of Precedence:

i. Addendums

ii. Request for Proposal issued

iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) 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 Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. 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 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 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 consultant, 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 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 practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his 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 as a result of 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 consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) 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 Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant'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 Consultant to perform its services in an orderly and efficient manner, the Consultant 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 not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

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

1.19 Publication

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

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
 - c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant 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 municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- 3) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client
- 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 Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991, S.O. 1991, C.17*, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in 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 neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

1.22 Time

The Engineer shall perform the Services in accordance with the requirements of Schedule A 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 is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

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

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

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Engineer will require prior written approval from the Client for any of the following changes:

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

1.23.3 Monthly Reporting of Progress

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

1.24 **Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

N/A

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services to be provided by the Engineer as detailed in the attached City of Sault Ste. Marie Request for Proposal, and as provided in AECOM's Proposal dated October 21, 2020 re: Reconstruction of Third Line – Hospital Entrance to Black Road.

- 2.02 Services to be provided by Client as detailed in the attached City of Sault Ste. Marie Request for Proposal, and as provided in AECOM's Proposal dated October 21, 2020 re: Reconstruction of Third Line – Hospital Entrance to Black Road..

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

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

3.2 Basis of Payment (*Strike out those that do not apply*)

3.2.1 Fees Calculated on a Percentage of Cost Basis

~~The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:~~

CALCULATION OF FEE

| TYPE OF SERVICE | PERCENTAGE |
|------------------------|-------------------|
| | |
| | |
| | |
| | |
| | |
| | |

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

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

| Classification | Billing Rate (\$/hour) |
|----------------------------|------------------------|
| Senior Engineer/Director | \$160 - \$200/hr. |
| Project Manager | \$140 - \$165/hr. |
| Senior Technician/Designer | \$95 - \$120/hr. |
| Senior Inspector | \$95 - \$110/hr. |
| Support Staff | \$70 - 80/hr. |

Grade: _____ Hourly Rate:

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

3.2.2.2 Time Expended

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

3.2.3 Lump Sum Fee

3.2.3.1 Lump Sum Fee Basis

- a) ~~Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.~~
- b) ~~Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of ____% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.~~
- c) ~~If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.~~
- d) ~~HST will be added to the Lump Sum Price.~~

3.2.4 Reimbursable Expenses

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

3.2.5 Upset Cost Limit

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$447,000.00 plus applicable taxes made up as follows:
 - (i) \$ _____ plus applicable taxes for Core Services as described in Schedule A; and,
 - (ii) \$ _____ plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

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. Interest at the annual rate of _____ percent (_____ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineers' invoice.~~

b) On Award of Contract

~~Following the award of the contract for the construction of the Project, the Engineer shall recalculate his 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 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 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This ____ Day of _____, 20____

| | |
|-----------|--------------------------|
| Signature | |
| Name | Rick Talvitie, P. Eng. |
| Title | Associate Vice President |

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 30th Day of November, 2020

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

ARTICLE 5 – ATTACHMENTS

1. Request for Proposal – City of Sault Ste. Marie, Reconstruction of Third Line – Hospital Entrance to Black Road
2. AECOM Proposal dated October 21, 2020 – Reconstruction of Third Line – Hospital Entrance to Black Road

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Supplementary Conditions

1) Article 1, General Conditions, Clause 1.1 – Retainer

Clause 1.1 - Retainer is deleted in its entirety and replaced with the following:

“

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Article 2 (The Services) for the Project. The Engineer will abide and follow the directions and instructions provided by the Client from time to time as may be provided by the Client.

“

2) Article 1, General Conditions, Clause 1.3 – Staff and Methods

Clause 1.3 – Staff and Methods is deleted in its entirety and replaced with the following:

“

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder. 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.

“

3) Article 1, General Conditions, Clause 1.10 – Indemnification

Delete second paragraph.

4) Article 3 – Fees and Disbursements, Clause 3.2 – Basis of Payment, Sub-Clause 3.2.5 – Upset Cost Limit, (b)

Amend this clause by the addition of the following paragraph:

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

SCHEDULE “A”

FEE ESTIMATE

1. The estimated fees/upset fee limit for each phase of the project is as follows:

| Description | Scope of Work | Estimated Fee | Upset Fee Limit | Estimated Disbursements |
|--|------------------|---------------|--------------------------|--------------------------|
| Reconstruction of Third Line – Hospital Entrance to Black Road | As per Agreement | N/A | \$403,150 ⁽ⁱ⁾ | \$43,850 ⁽ⁱⁱ⁾ |

Note:

- (i) Fees excludes taxes.
- (ii) Includes geotechnical subconsultant



The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

Request for Proposal

City of Sault Ste. Marie

Engineering Services
Reconstruction of Third Line East – Hospital Entrance to Black Road

October 1, 2020

Request for Proposal

City of Sault Ste. Marie

Engineering Services – Reconstruction of Third Line East – Hospital Entrance to Black Road

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Request for Proposal

City of Sault Ste. Marie

Engineering Services – Reconstruction of Third Line East – Hospital Entrance to Black Road

SECTION 1

1. INFORMATION TO PROPOSANTS

1.1. Introduction

The City of Sault Ste. Marie is requesting proposals from Vendors of Record (VOR) within the Linear Municipal Infrastructure Category to provide engineering services associated with proposed reconstruction of Third Line East from the Hospital Entrance to Black Road.

The successful Proponent will undertake an inspection associated with reconstruction of the road, multi-use trail and storm sewers. Subject to approval of the City, the successful proponent will be responsible for reviewing tenders, recommending award and provide inspection and contract administration services during construction.

1.2. Date, Place and Methodology for Submitting Proposals

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until **Thursday, October 22, 2020** at 11:00 a.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

Electronic submissions must be sent to the following email address:

proposals.engineering@cityssm.on.ca

with this subject line:

Proposal – Electronic Submission – Engineering Services – Reconstruction of Third Line East-Hospital Entrance to Black Road

Electronic submissions must be in pdf format (either native or compressed (zipped)) only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Quotation are limited to 10 MB or less. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Bidders should recognize that delays may develop during delivery of electronic submissions of a quotation and submit their quotation well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Request for Proposal

City of Sault Ste. Marie

Engineering Services – Reconstruction of Third Line East – Hospital Entrance to Black Road

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **immediately upon request only** by mail, courier or hand delivery.

Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.

Printed submissions must be sealed in an envelope or package properly marked as to contents (“**ENGINEERING SERVICES –RECONSTRUCTION OF THIRD LINE EAST-HOSPITAL ENTRANCE TO BLACK ROAD**”) and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie
Engineering Division
Attn: Carl Rumiell
99 Foster Drive – Level 5
Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to fifteen (15) pages, single sided including appendices; including the Letter of Introduction. **The Letter of Introduction (required) must affirm that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as “**Original**” and three (3) sets marked as “**Copy**”.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

The Contact Person for this RFP is Mr. Carl Rumiell, Manager, Design and Transportation Engineering; email c.rumiell@cityssm.on.ca ; telephone 705-759-5379

It will be the Proponent’s responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

1.3. Errors, Omissions, Clarifications

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email only** to Mr. Carl Rumiell, Manager, Design and Transportation; email c.rumiell@cityssm.on.ca.

Request for Proposal

City of Sault Ste. Marie

Engineering Services – Reconstruction of Third Line East – Hospital Entrance to Black Road

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email t.gowans@cityssm.on.ca.

1.4. Withdrawal/Decline of Proposal

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

1.5. Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

1.6. Proposal Evaluation

The successful proponent will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process.

- 1) Consulting team's ability outlining expertise in Municipal road construction including storm sewer design and construction. Include relevant past experience on similar projects.
- 2) Detailed proposed work program methodology;
- 3) A detailed schedule recognizing critical deliverables, progress meetings and timelines; and
- 4) A fee schedule (showing HST as extra) indicating the name, role and rate of pay for each individual assigned to the project, and an estimate of time to be spent on the project. Costs for subconsultants must be included and itemized. The total cost of the architectural and engineering assignment shall include work up to and including completion of construction. Cost of Disbursements must be itemized on the fee schedule. No further payment will be made above this figure unless authorized in advance by the City.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals.

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The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7. Site Inspection and Requirements of Work

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

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca. Failure to comply with the requirements of this Program will result in loss of the contract.

1.8. Proposal Left Open

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

1.9. Schedule

- (A) Release of RFP: October 1, 2020
- (B) Submission of Proposal: October 22, 2020
- (C) Recommendation of Award: November 9, 2020
- (D) Commencement of Services: November 10, 2020 (pending Council approval)
- (E) Completion of Work: Spring 2021

The City reserves the right to alter the scheduling of items "C" to "E". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

1.10. Incurred Costs

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The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11. Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12. Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

1.13. Municipal Freedom of Information & Protection of Privacy Act

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

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

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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 rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

1.15. Agreement for Services

The successful 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.

Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure.

SECTION 2

2. TERMS OF REFERENCE

2.1. Introduction

The City of Sault Ste. Marie is seeking an architectural/engineering consultant or consulting team to provide engineering services associated with the proposed Reconstruction of Third Line East from the Sault Area Hospital Entrance to Black Road.

Engineering services required for this project include the design, contract administration and field inspection of a municipal road including the associated storm sewers and a multi-use trail.

Therefore the successful proponent will collect and analyze information to develop recommendations, design, prepare tender documents and administer contracts for the construction of the proposed works. The detailed total station survey will be completed by a City survey crew.

The required scope of services for this project will generally include:

- Two Design meetings with City staff
- One Public Information Session
- Contract/Tender preparation
- Contract administration

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- Resident site inspection
- Preliminary Design Reports
- Production and distribution of public notices
- Preparation of design and construction drawings
- MOECC ECA application package for storm and sanitary sewers
- Preparation of all contract documents
- Contract administration

The project will be tendered in March of 2021 with construction completed by November 2021 pending Council approval of the capital construction plan. The successful Proponent will be able to start immediately following an agreement approval by Council in November 2020.

2.2. Existing Documentation

It will be up to the Proponent to request existing as-constructed drawings and records from the City Engineering Division. As this section of Third Line was part of a Schedule C Municipal Environmental Assessment, it will be up to the proponent to review the Environmental Study Report found on the City's website

2.3. Fee Schedule

Proponents shall provide a fee schedule for the Project broken down into steps reflecting the required scope of services listed in paragraph 2.1 above. Time allotments including staff names and disbursements must be identified for each step. Fees associated with sub consultants must be listed in a similar fashion.

It is preferred that the fee schedule be “All Inclusive” with HST shown as extra. A minimal number of exclusions should be shown – must be itemized and costed with the Proposal.

Invoicing shall be limited to services actually performed in accordance with the fee schedule proposed. Deferral of activities, delays in completion, or cancellation of tendering and/or the award and actual construction may occur.

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2.4. Design of the Proposed Improvements

The successful consultant will use engineering principles to re-design a municipal road that meets current City standards

The Corporation of the City of Sault Ste. Marie
**Reconstruction of Third Line East –
Hospital Entrance to Black Road**

Submitted by:

AECOM

523 Wellington Street East
Sault Ste. Marie, ON, Canada P6A 2M4
www.aecom.com

705 942 2612 tel
705 942 3642 fax

Date: October, 2020

Proposal: 04010079.20660

October 21, 2020

Mr. Carl Rumieli, P. Eng.
Manager, Design & Transportation Engineering
The City of Sault Ste. Marie
99 Foster Drive – 5th Floor
Sault Ste. Marie, ON P6A 5X6

Dear Mr. Rumieli:

Proposal No: 04010079.20660

Regarding: Reconstruction of Third Line East – Hospital Entrance to Black Road

AECOM is pleased to submit a Proposal to provide consulting engineering services to undertake the work described in your Request for Proposal for the Reconstruction of Third Line East – Hospital Entrance to Black Road. We are prepared to commit an experienced and dedicated team of professionals, with expertise in preliminary and detail road and storm water management design and public/stakeholder engagement to provide an economically feasible, environmentally acceptable, durable and technically competent project.

Our proposal outlines our understanding of the project requirements, highlights our ability and relevant past experience, describes the project team and outlines the activities that must be completed in the procurement of this assignment.

The specific advantages that our team can offer the City for this project include:

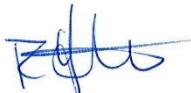
- A design team that understands the requirements of the project based on the Class EA work completed and the detail design completed for the Black Road and adjacent Third Line projects.
- Significant experience and background knowledge relating to the road and storm water management design in this area.
- Capability of compiling a comprehensive and thorough contract document package to ensure the City receives competitive construction prices and limits exposure to extras during construction.
- A highly capable construction administration and inspection team which includes a highly experienced Construction Manager and Project Supervisor with extensive municipal road and servicing experience.

We confirm that we comply with the City's pre-qualification program. We also confirm that Rick Talvitie is authorized to bind AECOM to the contents of our proposal inclusive of the pricing.

I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: Yes No

Thank you for the opportunity to submit this proposal. We would be pleased to elaborate on any aspect of this submission at your convenience

Sincerely,
AECOM Canada Ltd.



Rick Talvitie, P. Eng.
Manager, Northern Ontario

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Proposal Assumptions and Limitations

AECOM will perform all professional services in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and governmental rules.

Please note that, notwithstanding its construction contract administration services, AECOM shall have no responsibility for construction means; methods; techniques; sequences and procedures, all of which remain the sole responsibility of the contractor performing the work.

1. INTRODUCTION

The City of Sault Ste. Marie has identified a need to reconstruct Third Line from the Sault Area Hospital to Black Road. This submission has been prepared in response to a Request for Proposal (“RFP”) received from the City and includes preliminary and detail engineering design, preparation of construction contract package including tender documents, and the provision of construction contract supervision and administration services.

The focus of this engineering assignment will be to provide economically feasible, environmentally acceptable, aesthetically pleasing and technically competent engineering solutions to address specific needs identified in the RFP.

2. PROJECT TEAM’S ABILITY AND EXPERTISE

We are very excited to be able to offer the same project team that has been instrumental in completing many of the road and servicing projects completed over the last 27 years in the City of Sault Ste. Marie including the recent Black Road Widening from McNabb Street to Second Line, the Reconstruction of Black Road from Second Line to Third Line, the Reconstruction and Extension of Third Line from Peoples Road to the Sault Area Hospital (SAH) entrance, and the Class EA and Preliminary design of Black Road from McNabb Street to Third Line and Third Line from Black Road to SAH entrance. These previously completed similar projects provide a thorough understanding of the project requirements and challenges to be addressed. We also believe our experience with provincial highway assignments and knowledge of provincial design standards will be instrumental as we complete this assignment.

We have identified a highly skilled project team with significant experience in the planning, design and construction of municipal road and transportation projects throughout Northern Ontario including a number of recent similar and/or directly related reconstruction projects. The proposed project team members have proven, on previous assignments, that they have the technical and managerial capabilities to ensure that the project is carried out efficiently and in strict compliance with City and Third party design standards/guidelines, and within the established budget and time frame.

The four key members of our project team have been with AECOM for periods ranging from a minimum of 21 years to 38 years. Within Table 1 below, we have summarized the key team members, their respective roles on this project and relevant experience that will be instrumental in successfully delivering this assignment. Again, all of these team members were intimately involved in adjacent Third Line and Black Road projects.

| Table 1: KEY PROJECT TEAM MEMBERS ROLES AND RELEVANT PAST EXPERIENCE | |
|---|---|
| Staff Name, Title and Key Project Responsibilities | Relevant Past Experience (all projects include design and construction services unless noted otherwise) |
| Rick Talvitie, P.Eng. – Project Director/Project Engineer | |
| <ul style="list-style-type: none"> Leadership and direction to the project team; Overseeing the development of the preliminary and detail designs; Brainstorming any design options; Traffic control/staging; Conduct quality assurance reviews for all deliverables; Allocating staff resources to the project; Overseeing the project budget; and Sealing all construction documents and drawings. | <ul style="list-style-type: none"> 33 years of planning, design and construction experience with a focus on Municipal Infrastructure, Provincial Highways and Waste Management. Key projects include: <ul style="list-style-type: none"> Black Road Widening from McNabb Street to Second Line; Reconstruction of Black Road from Second Line to Third Line; Black Road/Third Line (McNabb Street to SAH entrance) Class EA; Reconstruction of Gore Street (Queen Street to Wellington Street); Reconstruction of Huron Street (Queen Street to Cathcart Street); Reconstruction of March Street (Queen Street to Wellington Street); Third Line Reconstruction and Extension from Peoples Rd to SAH entrance; Reconstruction of Queen Street from Pim Street to Pine Street (major arterial); Reconstruction of Wellington Street from Trunk Road to East Street (major arterial); Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line; Bay Street Extension from Huron Street to Gore Street (major arterial); Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial); Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); Carmen's Way from Queen Street to Wellington Street (new truck route); and Four Laning of Highway 17 through GFRN (construction administration/supervision) – MTO. |
| Darrell Maahs, C.Tech. – Project Manager | |
| <ul style="list-style-type: none"> Overall Project Management; Schedule and budget control; Design criteria development; Overseeing the development of the preliminary and detail design packages; Brainstorming design options; Traffic control/staging; Design and construction team coordination and management; Tender preparation; Construction administration including chairing of meetings; Continuity through the design and construction phases; Evaluating and administering change orders and force accounts; Addressing Contractor claims/issues; Interpret contract documents; and Resolve Property Owner issues. | <ul style="list-style-type: none"> 38 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include: <ul style="list-style-type: none"> Black Road Widening from McNabb Street to Second Line; Reconstruction of Black Road from Second Line to Third Line; Black Road/Third Line (McNabb Street to SAH entrance) Class EA; Reconstruction of Gore Street (Queen Street to Wellington Street); Reconstruction of Huron Street (Queen Street to Cathcart Street); Reconstruction of March Street (Queen Street to Wellington Street); Third Line Reconstruction and Extension from Peoples Rd to SAH entrance; Reconstruction of Queen Street from Pim Street to Pine Street (major arterial); Reconstruction of Wellington Street from Trunk Road to East Street (major arterial); Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line; Bay Street Extension from Huron Street to Gore Street (major arterial); Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial); Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); Carmen's Way from Queen Street to Wellington Street (new truck route); and Second Line widening from North Street to Peoples Road. |

| | |
|---|--|
| Jerry Tulloch, C.Tech. – Senior Road and Servicing Design Technician | |
| <ul style="list-style-type: none"> • Survey data processing; • Base plan preparation; • Develop and assess design options; • Develop preliminary and detail designs; • Compilation of digital terrain model using design software; • Storm water flow modelling and ditch, culvert and storm sewer design; • Coordinate CAD technicians; • Produce plan/profile drawings, design details, design cross-sections, construction templates and the quantity estimates; and • As-constructed drawings. | <ul style="list-style-type: none"> • 31 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include: <ul style="list-style-type: none"> ◦ Black Road Widening from McNabb Street to Second Line; ◦ Reconstruction of Black Road from Second Line to Third Line; ◦ Black Road/Third Line (McNabb Street to SAH entrance) Class EA; ◦ Reconstruction of Gore Street (Queen Street to Wellington Street); ◦ Reconstruction of Huron Street (Queen Street to Cathcart Street); ◦ Reconstruction of March Street (Queen Street to Wellington Street); ◦ Third Line Reconstruction and Extension from Peoples Rd to SAH entrance; ◦ Reconstruction of Queen Street from Pim Street to Pine Street (major arterial); ◦ Reconstruction of Wellington Street from Trunk Road to East Street (major arterial); ◦ Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line; ◦ Bay Street Extension from Huron Street to Gore Street (major arterial); ◦ Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial); ◦ Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); and ◦ Carmen's Way from Queen Street to Wellington Street (new truck route); |
| Kerry Young, CET – Senior Design Technician and Resident Inspector | |
| <ul style="list-style-type: none"> • Produce plan/profile drawings and design details; • Checking of all quantity estimates; • Resident site inspection; • Quality assurance during construction; • Quantity measurements for progress payments; • Monitor safety and traffic management; • Addressing Contractor claims/issues; • Interpret contract documents; • Resolve property owner issues; and • As-constructed drawings. | <ul style="list-style-type: none"> • 21 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include: <ul style="list-style-type: none"> ◦ Black Road Widening from McNabb Street to Second Line; ◦ Reconstruction of Black Road from Second Line to Third Line; ◦ Reconstruction of Gore Street (Queen Street to Wellington Street); ◦ Reconstruction of Huron Street (Queen Street to Cathcart Street); ◦ Reconstruction of March Street (Queen Street to Wellington Street); ◦ Third Line Reconstruction and Extension from Peoples Rd to SAH entrance; ◦ Reconstruction of Queen Street from Pim Street to Pine Street (major arterial); ◦ Reconstruction of Wellington Street from Trunk Road to East Street (major arterial); ◦ Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line; ◦ Bay Street Extension from Huron Street to Gore Street (major arterial); ◦ Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial); ◦ Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); and ◦ Carmen's Way from Queen Street to Wellington Street (new truck route). |

3. PROPOSED WORK PROGRAM / METHODOLOGY

3.1 Project Challenges and Success Factors

Based on our knowledge of the area and the adjacent projects we are anticipating that there will be a number of challenges in the procurement of the design for this project. We have a thorough understanding of the commitments made through the Class EA phase and the key project challenges that will require close attention in the detail design phase.

We have gained significant experience in providing engineering services for the associated Class EA and in working closely with the project stakeholders and the area residents. We also have very relevant experience in the design and construction of

nearby similar projects including Black Road from McNabb Street to Third Line and several phases of Third Line from Peoples Road easterly to the SAH entrance. We also believe our experience with Provincial highway projects is relevant and will be important in the design development for this project. We believe there are a number of challenges that will require careful attention to ensure a successful outcome to this assignment. Each of the project success factors is itemized below.

- ✓ **Storm Water Management** - We have been intimately involved in the stormwater drainage design on the adjacent Black Road and Third Line projects and there are a number of challenges given that there is significant runoff generated from the upper portion of the hills which is conveyed easterly to outlets in Black Creek and Root River. There are significant challenges in slowing and managing the flow of water as it is conveyed down the hill and reaches the extremely flat topography at Black Road and beyond. Some preliminary storm water modeling work was completed in conjunction with the Class EA and this work was advanced further with the Black Road detail design projects. Additional storage was incorporated into the ditch design along Black Road to better manage stormwater. Storm sewers are proposed along a significant proportion of Third Line and the transition from storm sewers to ditches will require careful attention. Furthermore, many property owners voiced concerns related to drainage during the planning phase. It will be important that storm water storage is enhanced to accommodate the increased design storm intensity and modest increase in impervious surfaces within the project. We plan to model the drainage system using PCSWMM to provide a clear understanding of the pre and post construction storm water levels in the stormwater management system (i.e. ditches and storm sewers). Given our knowledge and the challenges in this area it may also be prudent to review and assess the downstream ditch conveyance system to the Root River outlet. Lastly it will also be important to manage property owner expectations as large storm events cannot be fully managed in the minor stormwater management system.
- ✓ **Traffic Control** – We recognize this is an important route for the Sault Area Hospital including emergency service vehicles. Early in the project we will review, with the City, staged full closures versus leaving the road open during construction. Regardless of the approach taken there will be a need to maintain access to properties along the route and subdivisions that have sole access from Third Line. Close attention will be given to the staging and the safety of the motoring public. There will be a need for staging plans and a number of traffic control and operational constraints to ensure the roadway is appropriately managed during the working day and restored or protected at the end of each working day.
- ✓ **Communication with Property Owners** - We understand through our past experience with other reconstruction projects the importance of communication with property owners through the design and construction phases. In this case, there was significant public interaction during the planning phase and in refreshing our memories through a review of the Class EA file there were significant concerns raised by property owners related to drainage issues, retention of mature trees and traffic. We believe there is significant merit in conducting a public consultation event in advance of construction to share the project design and relevant construction information with area property owners. In accordance with the RFP we have included, in our work program, a public consultation event to be conducted prior to initiating construction.
- ✓ **Utilities and Street Lighting** – The primary utility pole line is located along the north side of the roadway with secondary and service poles located along the south side. Street Lighting is currently provided along Third Line within the limits of the project and luminaries are mounted on the primary utility pole line. Based on our previous correspondence with PUC it is our understanding that PUC will likely want to proceed with upgrades to this pole line. We will engage PUC early in the process to confirm their specific plans for their utility infrastructure which may include consideration of existing street lighting. It will be important to understand, early in the process, the plans for this pole line so the design can be advanced accordingly. The timely development of the road design may facilitate an early start to any necessary relocations or upgrades to minimize impacts to the construction contract. Should there be a need for street lighting reviews or upgrades we have the necessary in-house staff to complete the street lighting design. We have identified, in Section 5, a provisional item which the City may want to consider as a street lighting design allowance.
- ✓ **Roadside Safety** – Consideration of the roadside environment is important to the safety of motorists, pedestrians and cyclists. We have a thorough understanding of the Roadside Safety Manual which was carefully applied in the design of

Black Road where light poles were appropriately located along the back of ditch and careful attention was given to the culvert design to mitigate potential impacts to errant vehicles.

- ✓ **Vertical Alignment** – The existing vertical alignment is undulating which incorporates a number of vertical crest and sag curves which in some cases are substandard relative to the 60 kph design speed. Every effort will be made to enhance the vertical alignment along this collector route to provide more modest curvature particularly where sight lines are less than desirable such as the approach to the Birkshire Place intersection. Grade changes will however have to balance potential impacts to property, utilities, driveways, yards and storm water management.
- ✓ **Road Cross-section** – the road cross-section was established and carefully vetted and rationalized through the Class EA with due consideration for pedestrians and cyclists. Through that process an urban road cross-section will be implemented with 4.5m wide lanes. However, given the constraints within the ROW the proposed paved trail/boulevard was identified as a minimum width of 2.0, and a desirable width of 3.0m. Early attention will be given to this element in the preliminary design phase to confirm the proposed width throughout the corridor and every effort will be made to achieve the desirable 3.0m width (i.e. 2.5m paved path with 0.5m concrete boulevard) with due consideration of property, utilities, driveways, yards and storm water management.
- ✓ **Approvals** – The project will require an application for a permit under Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. We discussed this project with the SSMRCA during the planning phase and will continue with those discussions through the preliminary and detail design phases. There will also be a need to continue the dialogue with MNRF who was also engaged during the planning phase. Specifically, there will be a need to review the proposed culvert extensions or replacements in the ravines and to develop and vet, with them, the proposed erosion and sediment control plan. An application through the Transfer of Review process will also be required for the stormwater management features.
- ✓ **Property** – There are a couple of areas where property acquisition will likely be required and early attention to this task will be important to ensure that the property does not adversely impact the project schedule. In particular, the planned widening of the roadway platform, will impact property in the ravines. We plan to work closely with the City and their survey crews to ensure relevant field information is collected prior to the onset of winter. Some preliminary grading design was completed during the Class EA and we will focus our attention on advancing the grading design sufficiently to clearly identify any areas where property acquisition will be required. We also recommend engaging a legal survey company to develop an accurate and detailed property fabric within the limits of this project. This approach was taken for Black Road which was an important step to clearly identify property acquisition limits. We have included a separate provisional allowance for this item in our fee estimate. As a further note we have a survey crew we could mobilize if there is a need.
- ✓ **Private Water Wells** – Third Line within the limits of the project are serviced by private wells and septic systems. We believe it would be prudent to establish a water well sampling and monitoring program in advance of, during and following construction. We will utilize the experience gained through the Black Road project to develop and implement an effective monitoring program. We also have hydrogeologists on staff to assist, as necessary, with the review and interpretation of the sampling results. We have included a provisional item and identified a reasonable budget for this item in Section 5.

3.2 Design Tendering Phase

3.2.1 Project Management

Project Management: This task will include the implementation of all AECOM project management processes and procedures, including administrative setup in the AECOM Project Management platform, and development of SH&E, Quality and Communication plans.

Each week our Project Manager will review costs posted to the project during the previous week to identify issues early and implement mitigation measures to maintain budget and schedule. Monthly project management activities include monitoring of the budget and schedule and the review of monthly invoices.

Project Meetings: In accordance with the RFP, we will attend and chair one project initiation meeting and two progress meetings during the design phase (i.e. prior to completing the preliminary and detail designs respectively). We will also attend additional meetings at the City's discretion. We have been successful in using Microsoft Teams with various City meetings over the past several months which allows our team to share their computer screens with participants.

AECOM will prepare agendas a minimum of two business days before meetings and circulate minutes within five business days after.

RFQ for Geotechnical Investigation: During the preliminary design phase, we will formalize the geotechnical scope of work in a Request for Quotations to be distributed to a minimum of three qualified firms. AECOM will review quotations received and provide the City with a recommendation to award the work following review of the quotations. We have carried a \$17,000 allowance in our fee estimate for this item.

| Project Management Summary: | |
|------------------------------------|--|
| Deliverables | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Project Management Plan including SH&E, Quality, and Communications <input checked="" type="checkbox"/> Meeting Agendas/Minutes <input checked="" type="checkbox"/> RFQ for geotechnical investigation <input checked="" type="checkbox"/> Recommendation for award of geotechnical investigation <input checked="" type="checkbox"/> Final geotechnical report <input checked="" type="checkbox"/> Monthly Project Status Reports outlining project progress |
| Key AECOM Staff | Darrell Maahs, Rick Talvitie |

3.2.2 Collect and Review Background Information and Data

At the onset of the project, we will obtain all available background information and data relating to the project including relevant reports, digital base plans, benchmarks, existing plan/profile drawings (at the interconnection points), other geotechnical reports, aerial photos, adjacent drainage designs, traffic projections, electrical distribution drawings, street lighting layout drawings, grid maps and base plans showing existing utility plant and details of any proposed utility plant improvements in conjunction with project. We currently have a significant inventory of existing information related to this project through the Class EA and Black Road detail design phases of the project. This will allow our team to hit the road running particularly in relation to the schedule sensitive items including the preliminary design of the paved trail/boulevard, grading design and property acquisition requirements.

The data will be catalogued and reviewed by all key members of the project team to ensure a keen understanding of existing conditions and guiding principles.

| Data Collection Summary: | |
|---------------------------------|--|
| Deliverables | <input checked="" type="checkbox"/> Data and Information Catalog |
| Key AECOM Staff | Darrell Maahs, Jerry Tulloch, Kerry Young |

3.2.3 *Comprehensive Field Review*

One of the most important elements in developing practical and efficient designs is to complete a detailed field review at the onset of the project. We will supplement our preliminary field review, conducted during the proposal stage, with a detailed field review to be conducted by the Project Director, Rick Talvitie, our Project Manager, Darrell Maahs, Senior Designer, Jerry Tulloch and Designer/Inspector Kerry Young.

The review will include the identification of existing stormwater management challenges, traffic control and staging considerations, potential utility conflicts, and private property features that may be impacted by the construction.

The initial detailed field review forms the basis for finalizing the geotechnical work program and developing the preliminary and detail designs throughout the transportation corridor. We will also prepare a detailed video and photographic inventory to accurately record existing conditions including building faces, building entrances, utility infrastructure, roadside features, and sight lines.

| Field Review Summary: | |
|------------------------------|--|
| Deliverables | <input checked="" type="checkbox"/> Summary Memo <input checked="" type="checkbox"/> Photographs/videos |
| Key AECOM Staff | Darrell Maahs, Rick Talvitie, Jerry Tulloch, Kerry Young |

3.2.4 *Planning Requirements*

The Black Road / Third Line (from McNabb Street to the Sault Area Hospital) Class EA was previously completed by AECOM. There was significant involvement from area property owners during the planning phase and we are familiar with those discussions and commitments made. We will continue to work with property owners through the detail design phase and will conduct an open house prior to initiating construction. This approach tends to improve the level of understanding and patience of property owners/tenants in the vicinity of the construction activity. Furthermore, significant time has passed since the Class EA phase. We have conducted virtual events for other projects and they have been well received. We will discuss and obtain consensus with City staff regarding the planned format well in advance of the event.

| Project Planning Summary: | |
|----------------------------------|--|
| Deliverables | <input checked="" type="checkbox"/> Project Notices <input checked="" type="checkbox"/> Open House Displays |
| Key AECOM Staff | Darrell Maahs, Rick Talvitie |

3.2.5 *Topographical Survey and Base Plan Preparation*

Based on the RFP, it is our understanding that a topographical survey will be completed by the City and provided to the successful Consultant. Following the completion of the survey, the data will be processed and base plans will be produced by AECOM in the standard City format. In addition, a digital terrain model of the original ground will be developed from the survey data and road cross-sections will be generated at a suitable interval. Ultimately the proposed designs will be superimposed on the original cross-sections and construction templates will be generated. Any as-constructed records and input from Utility Agencies will also support the base plan preparation. Furthermore, although not anticipated, AECOM has appropriate equipment and skilled resources to quickly mobilize a field crew to pick up additional detail to support the design effort if needed.

| Survey and Base Plans Summary: | |
|---------------------------------------|---|
| Deliverables | <input checked="" type="checkbox"/> Survey data from the City <input checked="" type="checkbox"/> Base plans |
| Key AECOM Staff | Jerry Tulloch, Kerry Young |

3.2.6 Geotechnical Investigation and Reporting

We are familiar with the soils in this area through our work on Black Road from McNabb to Third Line and along Third Line from Great Northern Road to east of the SAH entrance. In order to assess the subsurface conditions including soil types, groundwater conditions and to provide suitable recommendations to address construction techniques, frost susceptibility, utility and storm sewer/culvert trench designs, excavations, dewatering, subdrainage, pipe bedding and backfill, subgrade, subbase, base and pavement designs, we are proposing to undertake a comprehensive geotechnical investigation. The geotechnical terms of reference will be developed with due consideration of the existing information available on file together with preliminary design details including proposed storm sewer and culvert locations and depths. At the conclusion of this task we will deliver a comprehensive geotechnical report that will form the basis for the design. We have carried a \$17,000 allowance in our fee estimate for a subconsultant.

| Geotechnical Summary: | |
|------------------------------|---|
| Deliverables | <input checked="" type="checkbox"/> Geotechnical RFP <input checked="" type="checkbox"/> Geotechnical report and recommendations |
| Key AECOM Staff | Darrell Maahs, Rick Talvitie and subconsultant |

3.2.7 Preliminary Design

A conceptual design was developed through the Class EA phase. A preliminary design must be developed and approved before initiating the detail design activities. The preliminary and detail designs will be developed with careful consideration the project success factors detailed in Section 3.1.

The horizontal alignment is generally fixed with the exception of minor alignment shifts that may be required to minimize utility impacts, minimize property acquisitions or to accommodate the proposed paved trail/boulevard. This is the approach that was successfully implemented for Black Road where we incorporated minor alignment shifts to minimize impacts on existing infrastructure and property.

For the vertical alignment, we are anticipating modest improvements to enhance sight lines particularly where crest vertical curves do not meet relevant design standards and sight distances are less than desirable. Any changes will however require careful consideration of potential impacts to property, stormwater management and utilities.

The configuration of the proposed paved trail/boulevard will also be an important consideration in the development of the preliminary design. As noted previously, every effort will be made to incorporate a 2.5m paved trail and 0.5m concrete boulevard but there will be challenges that will be carefully vetted including property, utility infrastructure and stormwater drainage.

We will also develop the preliminary storm water management design which will include storm sewers throughout the majority of the project, consideration of storage to minimize downstream impacts and drainage swales/ditches to convey stormwater to appropriate outlets. As a further consideration the City may want to consider downstream (i.e. beyond the project limits) storm water management features or enhancements to assist in mitigating property flooding/impacts during major precipitation events. Regardless our approach includes the use of PCSWMM to understand how the proposed enhancements will impact stormwater management relative to the existing system.

The horizontal and vertical alignments will be developed in tandem in conjunction with the paved trail/boulevard design and preliminary grading design. In each case where options are developed, we will prepare drawings or details illustrating each option, compute preliminary costs, and develop an evaluation matrix to select a preferred design. The options will be presented to City staff for discussion with our recommendations and rationalizations. Following consultation with the City, a final selection will be made and incorporated into the overall preliminary design.

Once the alignments are finalized and preliminary grading design is completed, we will focus attention on required property acquisitions. In this regard we will develop detailed property acquisition plans for the City's use in approaching property owners. In developing the preliminary design elements noted above we will look to minimize property acquisitions and we will ensure property requirements are confirmed as early in the process as possible.

Other elements to be addressed during the preliminary design phase include a detailed roadside safety review and a detailed review of the construction staging and traffic management.

At the conclusion of the preliminary design phase, the road geometrics will be finalized including horizontal and vertical alignments, intersection configurations, road cross-sections and roadside features

At the conclusion of the preliminary design phase we believe that it is very important to clearly define the decisions made and the designs adopted prior to proceeding with detail design. We will summarize the final road design and servicing elements. The summary will be presented to City at the conclusion of the preliminary design phase. It has been our experience with past projects that this summary proves to be a very useful tool in future years if questions are raised relating to the design decisions made.

| Preliminary Design Summary: | |
|------------------------------------|--|
| Deliverables | <input checked="" type="checkbox"/> Design Brief including drawings, and cost estimate |
| Key AECOM Staff | Darrell Maahs, Rick Talvitie, Jerry Tulloch, Kerry Young |

3.2.8 Detail Design

Once the Preliminary Design has been approved by the City, we will initiate the detail design. The key activities/tasks that will be undertaken throughout the detail design phase are summarized in Figure 1 and discussed briefly below.

In the detail design phase, we will generate detail design cross-sections throughout the limits of the construction. The sections will be generated using design software and will ultimately be used to compute excavation, subbase and base quantities. These quantities will be sufficiently accurate to allow these items to be administered as plan quantity items which will reduce the staffing requirements during construction. In addition, the design sections will also be used to generate construction templates. These sections are particularly important to ensure property constraints are respected.

We will also develop all necessary design details including storm sewer and culvert designs to mitigate frost action, pipe bedding and backfill requirements, paving details etc. Detail design drawings will be developed for all components of the work including roadway elements, signage, pavement markings, traffic and pedestrian management, staging aspects, and storm water management features. All necessary design calculations will be completed and submissions will be made for all necessary technical approvals including storm water management designs. Technical approvals are likely required from the City through the Transfer of Review for stormwater management features and elements, SSMRCA for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses and MNRF for proposed culvert extensions or replacements in the ravines and to develop and vet, with them, the proposed erosion and sediment control plan. Any upgrades to the streetlighting would require approvals from PUC and the Electrical Safety Authority (Note: we included a provisional item for streetlighting design for the City's consideration).

We will produce a complete tender package including tender drawings, technical specifications, and tender documents. The complete tender package will be reviewed thoroughly in-house (ie; technical review meeting) prior to submission to the City and approval agencies. We will produce a detailed pre-construction cost estimate at the conclusion of the detail design phase.

Ultimately, we will prepare a tender advertisement, issue tenders to interested Contractors, address any questions raised during the tender period and evaluate and report on the tenders received.

| Detail Design Summary: | |
|-------------------------------|--|
| Deliverables | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Detailed quantity/cost estimates <input checked="" type="checkbox"/> MOECC approvals submission <input checked="" type="checkbox"/> Tender Package, including Issued for Tender drawings |
| Key AECOM Staff | Darrell Maahs, Rick Talvitie, Jerry Tulloch, Kerry Young |

3.3 Contract Administration and Supervision

Through our extensive experience in Northern Ontario, we have a thorough understanding of our responsibilities and of our Client's expectations. We will be acting as an agent to the Owner and will be entrusted to ensure appropriate materials are incorporated into the work and the quality of workmanship meets or exceeds the contract specifications. We have significant experience in the administration and inspection of municipal road, connecting link and provincial highway projects including many completed for the City.

In the following subsections we have briefly described the proposed work activities that will be undertaken by our staff. The specific tasks have also been included in Figure 1.

3.3.1 Pre-Construction Phase

Prior to initiating construction, we will ensure that the contract is properly executed and mandatory submissions are received from the Contractor including insurance certificates, Notice of Project, a clearance certificate from the Workers Safety Insurance Board, material lists, shop drawings, staging plan, traffic management plan, and construction schedule. We will also conduct a construction pre-start meeting to clearly define lines of communication, the project schedule, administrative procedures, key issues, site access, traffic routing, construction staging and the expectations of all parties involved. The meeting with the Contractor will also include participation by the City, PUC, and any relevant Utility or Provincial Agencies.

3.3.2 Construction Phase

During the construction period, we will provide full time resident inspection services to monitor the progress of the work and ensure the Contractor is carrying out its obligations in accordance with the contract drawings, specifications and special provisions. These activities will include alignment and grade checks, coordinating compaction checks and material sampling, compliance assessment of construction procedures, environmental controls, safe work practices and operational constraints. The daily work activities will be documented in a construction diary and summarized in a weekly report. Our resident inspection staff will also be responsible for measuring quantities for progress and final payments and liaising with property owners and resolving public concerns and/or complaints.

We are fully familiar with the MTO's Construction Administration and Inspection Task Manual through our past and ongoing MTO Contract Administration assignments. We will use the manual as a guideline to ensure an appropriate level of inspection and documentation is provided.

Quality assurance testing of materials will be undertaken in accordance with the contract specifications by an independent testing laboratory. Testing costs for the above are not included in the fees but will be incorporated into the construction contract.

Darrell Maahs will be responsible for the day-to-day management of staff and issues during the construction phase. This will include liaising with Municipal, PUC and Utility representatives, chairing the construction pre-start meeting and all progress meetings, issuing meeting reports, providing direction to our resident inspection staff, interpreting the contract documents, assessing claims and negotiating extra work, preparing progress and final payment certificates, conducting periodic reviews of the work including final inspections. Darrell will also coordinate the completion of as-constructed drawings and will coordinate any remedial work required throughout the maintenance period.

3.3.3 Post Construction Phase

At the conclusion of the construction period, we will prepare final payment certificates and provide to the municipality an as-constructed record of the work in hardcopy and digital formats. We will also monitor the work site throughout the maintenance period and coordinate any remedial work. At the conclusion of the maintenance period, we will conduct a final inspection and identify any outstanding deficiencies. Once the deficiencies are rectified we will prepare and issue a contract release and final payment certificate.

| Construction Administration and Inspection Summary: | |
|--|---|
| Deliverables | <ul style="list-style-type: none">✓ Construction Meeting Agendas/Minutes✓ Contractor submissions and AECOM reviews✓ Field records✓ Weekly reports✓ As-constructed records |
| Key AECOM Staff | Darrell Maahs, Kerry Young |

4. Project Schedule

We have developed an overall project schedule that we believe is realistic based on the scope of the project (refer to Figure 1). The schedule includes a construction completion date in early November 2021 with final completion of asphalt surface course by June, 2022.

The schedule also includes a minimum of three design meetings with the City as follows (Note: more will be scheduled if needed):

- Project initiation meeting to confirm the project scope, deliverables, timing, and expectations;
- Preliminary design meeting to establish consensus regarding the project preliminary design; and
- Detail design meeting to establish consensus regarding the tender package.

As noted in the RFP we have also incorporated one public open house.

5. Fee Schedule

We have incorporated a very skilled and experienced project team. Our work program incorporates a significant level of quality control and quality assurance during the design phase to ensure our tender package is “tight” to minimize the potential for significant change orders during construction. A well-prepared tender package can often lead to substantial project savings. We have included on Figure 1 the name, role and billing rate for each of our proposed project team members, our total fee estimate for the assignment and the assumptions that we have applied in developing the fee estimate.

Our total estimated fee inclusive of expenses is \$447,000.00 plus tax. (Note: excludes provisional items.) We have identified the following provisional items for your consideration in relation to our fee estimate:

Well Monitoring Program – We wanted to highlight that based on our experience with Black Road we believe there is a need for a private well monitoring program. Although it is difficult to forecast the budget required for this item, since the number of wells to be monitored is unknown, we believe a reasonable allowance may be \$15,000.

Legal Survey - Based on our previous experience we highly recommend the inclusion of a legal survey and based on our experience with Black Road we suggest carrying a \$7,500 allowance for this item.

Street Lighting – Although the potential scope is difficult to define at this stage, we believe it may be prudent to carry a \$15,000 allowance as a provisional item which would be adequate to address a streetlighting review/design assuming that the luminaries will continue to be mounted on the utility poles.

CITY OF SAULT STE MARIE

PROPOSED WORK PROGRAM & FEE SCHEDULE

RECONSTRUCTION OF THIRD LINE EAST (Hospital Entrance to Black Road)

FIGURE 1

Date: October 22, 2020

| TASKS | | | | | | | | | | | | | Estimated Fees (Incl. Disbursements) | |
|---|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|---|-----------|
| | 2 0 2 0 | | 2 0 2 1 | | | | | | | | | | | |
| | November | December | January | February | March | April | May | June | July | August | September | October | November | |
| Phase I - Preliminary Design | | | | | | | | | | | | | | \$93,000 |
| 1.1 Project management | | | | | | | | | | | | | | |
| 1.2 Conduct project pre-design meeting with City to review/confirm scope of work | ★ | | | | | | | | | | | | | |
| 1.3 Collect and review any additional background information from City, PUC & Utilities | | | | | | | | | | | | | | |
| 1.4 Complete comprehensive field review by project team to review scope and identify challenges | | | | | | | | | | | | | | |
| 1.5 Solicit Proposals and initiate geotechnical investigation with report and recommendations | | | | | | | | | | | | | | |
| 1.6 Review City survey data and update baseplans | | | | | | | | | | | | | | |
| 1.7 Coordinate legal survey and property fabric and incorporate into baseplan (provisional) | | | | | | | | | | | | | | |
| 1.8 Contact Utilities to confirm location of plant and request details of any proposed upgrades | | | | | | | | | | | | | | |
| 1.9 Compile digital terrain model, contours and cross-sections | | | | | | | | | | | | | | |
| 1.10 Develop design criteria | | | | | | | | | | | | | | |
| 1.11 Review and confirm upgrades of street lighting with City & PUC (provisional) | | | | | | | | | | | | | | |
| 1.12 Develop preliminary road design including horiz/vert alignments, sections, entrances etc. | | | | | | | | | | | | | | |
| 1.13 Develop PCSWMM storm system model and undertake modelling for storm water management | | | | | | | | | | | | | | |
| 1.14 Develop preliminary drainage design including culverts, ditches, storm sewers etc. | | | | | | | | | | | | | | |
| 1.15 Review and finalize intersection configurations | | | | | | | | | | | | | | |
| 1.16 Confirm utility impacts and review with agencies | | | | | | | | | | | | | | |
| 1.17 Undertake roadside safety review | | | | | | | | | | | | | | |
| 1.18 Complete preliminary design drawings and reporting | | ★ | | | | | | | | | | | | |
| 1.19 Meet with City to review & finalize preliminary design | | | | | | | | | | | | | | |
| 1.20 Finalize preliminary design with City comments | | | | | | | | | | | | | | |
| 1.21 Compile preliminary construction quantities and cost estimate | | | | | | | | | | | | | | |
| Phase II - Detailed Design & Tendering | | | | | | | | | | | | | | \$96,500 |
| 2.1 Project management | | | | | | | | | | | | | | |
| 2.2 Complete detailed design of roadwork | | | | | | | | | | | | | | |
| 2.3 Complete detailed design of drainage works with PCSWMM | | | | | | | | | | | | | | |
| 2.4 Complete design of new street lighting on existing utility poles (provisional) | | | | | | | | | | | | | | |
| 2.5 Develop construction staging/traffic management plan | | | | | | | | | | | | | | |
| 2.6 Submit detailed design package to City for comments | | | | | | | | | | | | | | |
| 2.7 Conduct design meeting with City to review detailed design | | | | | | | | | | | | | | |
| 2.8 Conduct Public Open House | | | | | | | | | | | | | | |
| 2.9 Compile tender quantities | | | | | | | | | | | | | | |
| 2.10 Compile construction drawings | | | | | | | | | | | | | | |
| 2.11 Compile technical specifications | | | | | | | | | | | | | | |
| 2.12 Prepare supporting documents and obtain technical approvals (MECP, SSMRCA, MNRF) | | | | | | | | | | | | | | |
| 2.13 Finalize any utility relocations and upgrades with agencies | | | | | | | | | | | | | | |
| 2.14 Compile tender documents | | | | | | | | | | | | | | |
| 2.15 Complete internal technical review of tender documents | | | | | | | | | | | | | | |
| 2.16 Meet with City to review and obtain comments on tender documents | | | | | | | | | | | | | | |
| 2.17 Compile pre-tender construction estimate | | | | | | | | | | | | | | |
| 2.18 Advertise for tenders and issue tender documents | | | | | | | | | | | | | | |
| 2.19 Respond to inquiries during tender period and issue Addenda as required | | | | | | | | | | | | | | |
| 2.20 Attend tender opening, review tenders and prepare & submit tender report to City | | | | | | | | | | | | | | |
| 2.21 Award contract | | | | | | | | | | | | | | |
| 2.22 Develop and implement private well monitoring program (provisional) | | | | | | | | | | | | | | |
| Phase III - Construction Services | | | | | | | | | | | | | | \$257,500 |
| 3.1 Project management | | | | | | | | | | | | | | |
| 3.2 Coordinate and conduct pre-construction meeting with City, Contractor and Utilities | | | | | | | | | | | | | | |
| 3.3 Liaison with City to address any on-site construction issues | | | | | | | | | | | | | | |
| 3.4 Administer construction contract | | | | | | | | | | | | | | |
| 3.5 Provide full-time resident inspection (assuming 20 weeks) | | | | | | | | | | | | | | |
| 3.6 Coordinate and conduct regular site meetings | | | | | | | | | | | | | | |
| 3.7 Carry out final inspection with City and Contractor | | | | | | | | | | | | | | |
| 3.8 Prepare and submit as-constructed drawings | | | | | | | | | | | | | | |
| 3.9 Monitor work throughout warranty period and conduct final inspection | | | | | | | | | | | | | | |

Legend

Design Meeting - ★

Timeline -

Assumptions:

1. Construction fees based on duration of 28 weeks at 60 hrs/ week (incl. 2022 work).
2. Design fee include \$17,000 allowance for geotechnical

TOTAL ESTIMATE FEES (excl. HST) ->

\$447,000

Notes 1 & 2

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-218

FINANCE: (F1.1) A by-law to establish user fees and service charges.

WHEREAS Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by or behalf of it, and, for the use of its property including property under its control;

AND WHEREAS it is deemed necessary to charge user fees and service charges;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended **ENACTS** as follows:

1. USER FEES ADOPTED

That Council does confirm and ratify the user fees and service charges described in Schedules "A" to "I" attached to and forming part of this By-law and are outlined as follows:

Schedule A - Clerk's Department
Schedule B - Community Development & Enterprise Services Department
Schedule C - Engineering Department
Schedule D - Planning Department
Schedule E - Building Services Department
Schedule F - Finance Department
Schedule G - Fire Services
Schedule H - Legal Department
Schedule I - Public Works Department

2. BY-LAWS 2019-222, 2020-71, 2020-82 and 2020-136 REPEALED

By-laws 2019-222, 2020-71, 2020-82 and 2020-136 are hereby repealed.

3. EFFECTIVE DATE

This By-law is effective on January 1, 2021.

By-law 2020-218

Page 2

PASSED in open Council this 30th day November, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2020\2020-218 - USER FEES FOR 2021.DOC

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "A"
CLERK'S DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | GST/HST Included or Added |
|---|------------------------------|------------------------------|--|
| MARRIAGE LICENSES | | | |
| - Sale of Marriage Licenses - per license | \$130.00 | \$130.00 | Exempt |
| MAP SALES | | | |
| - Sale of City Maps - per map | \$2.00 | \$2.00 | Included |
| OTHER | | | |
| - Photocopying - per page | \$0.50 | \$0.50 | Included |
| LOTTERY LICENCES | | | |
| - Raffle under \$50,000 value | \$10.00 or 3% of prize value | \$10.00 or 3% of prize value | Exempt |
| - Raffle over \$50,000 value | to province | to province | Exempt |
| - Bingo - prize under \$5,500 | \$10.00 or 3% of prize value | \$10.00 or 3% of prize value | Exempt |
| - Bingo - prize over \$5,500 | to province | to province | Exempt |
| - Bazaar (maximum 3 wheels) | \$10.00/wheel | \$10.00/wheel | Exempt |
| - Nevada Tickets | 3% of prize value | 3% of prize value | Exempt |
| GENERAL LICENCES | | | |
| - Pawnbroker - Annual | \$275.00 | \$278.00 | Exempt |
| - Pawnbroker - Additional Late Fee | \$0.00 | \$138.00 | Exempt *new |
| - Pawnbroker - Lost Licence Fee | \$0.00 | \$20.00 | Exempt *new |
| - Pawnbroker - Re-inspection Fee | \$0.00 | \$100.00 | Exempt *new |
| - Plumber - Master - Annual | \$30.00 | \$30.00 | Exempt |
| - Plumber - Master - Additional Late Fee | \$0.00 | \$15.00 | Exempt *new |
| - Plumber - Master - Lost Licence Fee | \$0.00 | \$20.00 | Exempt *new |
| - Adult Entertainment Parlour - Owner / Operator - Annual | \$2,000.00 | \$2,020.00 | Exempt |
| - Adult Entertainment Parlour - Burlesque Attendant - Annual | \$105.00 | \$106.00 | Exempt |
| - Adult Entertainment Parlour - Owner / Operator - Additional Late Fee | \$0.00 | \$1,000.00 | Exempt *new |
| - Adult Entertainment Parlour - Burlesque Attendant - Additional Late Fee | \$0.00 | \$53.00 | Exempt *new |
| - Adult Entertainment Parlour - Lost Licence Fee | \$0.00 | \$20.00 | Exempt *new |
| - Adult Entertainment Parlour - Re-inspection Fee | \$0.00 | \$100.00 | Exempt *new |
| - Amusement Arcade - Annual | \$280.00 | \$283.00 | Exempt |
| - Transfer of Ownership of Licence for Amusement Arcade | \$50.00 | \$51.00 | Exempt |
| - Amusement Arcade - Additional Late Fee | \$0.00 | \$140.00 | Exempt *new |
| - Amusement Arcade - Lost Licence Fee | \$0.00 | \$20.00 | Exempt *new |
| - Amusement Arcade - Re-inspection Fee | \$0.00 | \$100.00 | Exempt *new |
| - Vehicle for Hire Driver (initial) | \$40.00 | \$40.00 | Exempt |
| - Vehicle for Hire Driver (renewal) | \$25.00 | \$25.00 | Exempt |
| - Vehicle for Hire Driver (replacement) | \$15.00 | \$15.00 | Exempt |
| - Owner - initial (includes 1 vehicle) | \$400.00 | \$400.00 | Exempt |
| - Owner - renewal | \$100.00 | \$100.00 | Exempt |
| - Vehicle for Hire - Initial Additional Vehicle To Fleet | \$100.00 | \$100.00 | Exempt |
| - Vehicle for Hire - Renewal per Vehicle | \$50.00 | \$50.00 | Exempt |
| - Vehicle for Hire - Replacement Licence | \$25.00 | \$25.00 | Exempt |
| - Broker - Initial (includes 1 vehicle) | \$400.00 | \$400.00 | Exempt |
| - Broker - renewal per vehicle | \$100.00 | \$100.00 | Exempt |
| - Hotel Shuttle Bus Owner - Initial | \$200.00 | \$200.00 | Exempt |
| - Hotel Shuttle Bus Owner - Renewal per Vehicle | \$50.00 | \$50.00 | Exempt |
| - Rideshare Owner - Initial (Includes 1 Vehicle) | \$400.00 | \$400.00 | Exempt |
| - Rideshare Owner - Renewal | \$100.00 | \$100.00 | Exempt |
| - Rideshare Driver for Hire - Initial | \$40.00 | \$40.00 | Exempt |
| - Rideshare Driver for Hire - Renewal | \$25.00 | \$25.00 | Exempt |
| - Rideshare Driver for Hire - Replacement | \$15.00 | \$15.00 | Exempt |
| - Rideshare Vehicle - Initial | \$100.00 | \$100.00 | Exempt |
| - Rideshare Vehicle - Renewal | \$50.00 | \$50.00 | Exempt |
| - Rideshare Vehicle - Replacement | \$25.00 | \$25.00 | Exempt |
| - Payday Loan Annual Licensing Fee | \$1,000.00 | \$1,000.00 | Exempt |
| - Payday Loan - Additional Late Licence Fee | \$0.00 | \$500.00 | Exempt *new |
| - Payday Loan Re-inspection Fee | \$100.00 | \$100.00 | Exempt |
| - Payday Loan Lost Licence Fee | \$50.00 | \$50.00 | Exempt |
| - Food Vendor and Peddler - Re-inspection Fee | \$100.00 | \$100.00 | Exempt |
| - Food Vendor and Peddler - Lost Licence Fee | \$20.00 | \$20.00 | Exempt |

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "A"
CLERK'S DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | GST/HST Included or Added |
|---|-----------------------------|------------------------------|--|
| PART III - FOOD VENDOR - RESIDENT | | | |
| Class 1 - Stationary Day Sales (maximum of 7 day Licence) | \$75.00 | \$76.00 | Exempt |
| Class 2 - Stationary Temporary Sales (maximum of 3 month Licence) | \$150.00 | \$152.00 | Exempt |
| Class 3 - Mobile Day Sales (maximum of 7 day Licence) | \$75.00 | \$76.00 | Exempt |
| Class 4 - Mobile Temporary Sales (maximum of 3 month Licence) | \$150.00 | \$152.00 | Exempt |
| Class 5 - Ice cream or Hotdog Cart (seasonal) | \$245.00 | \$247.00 | Exempt |
| Class 6 - Annual Sales (valid only in the calendar year issued) | \$270.00 | \$273.00 | Exempt |
| PART III - FOOD VENDOR - RESIDENT - LATE FEES | | | |
| Class 1 - Stationary Day Sales (maximum of 7 day Licence) | \$75.00 | \$76.00 | Exempt |
| Class 2 - Stationary Temporary Sales (maximum of 3 month Licence) | \$150.00 | \$152.00 | Exempt |
| Class 3 - Mobile Day Sales (maximum of 7 day Licence) | \$75.00 | \$76.00 | Exempt |
| Class 4 - Mobile Temporary Sales (maximum of 3 month Licence) | \$150.00 | \$152.00 | Exempt |
| Class 5 - Ice cream or Hotdog Cart (seasonal) | \$245.00 | \$247.00 | Exempt |
| Class 6 - Annual Sales (valid only in the calendar year issued) | \$220.00 | \$222.00 | Exempt |
| PART III - FOOD VENDOR - NON-RESIDENT | | | |
| Class 1 - Stationary Day Sales (maximum of 7 day Licence) | \$150.00 | \$152.00 | Exempt |
| Class 2 - Stationary Temporary Sales (maximum of 3 month Licence) | \$300.00 | \$303.00 | Exempt |
| Class 3 - Mobile Day Sales (maximum of 7 day Licence) | \$150.00 | \$152.00 | Exempt |
| Class 4 - Mobile temporary Sales (maximum of 3 month Licence) | \$300.00 | \$303.00 | Exempt |
| Class 5 - Ice-cream or Hotdog Cart (seasonal) | \$300.00 | \$303.00 | Exempt |
| PART III - FOOD VENDOR - NON-RESIDENT LATE FEES | | | |
| Class 1 - Stationary Day Sales (maximum 7 day Licence) | \$150.00 | \$152.00 | Exempt |
| Class 2 - Stationary Temporary Sales (3 month Licence) | \$300.00 | \$303.00 | Exempt |
| Class 3 - Mobile Day Sales (maximum of 7 day Licence) | \$150.00 | \$152.00 | Exempt |
| Class 4 - Mobile temporary Sales (maximum of 3 month Licence) | \$300.00 | \$303.00 | Exempt |
| Class 5 - Ice-cream or Hotdog Cart (seasonal) | \$300.00 | \$303.00 | Exempt |
| PART IV - PEDDLER - NON-RESIDENT | | | |
| Class 1 - Stationary Day Sales (maximum of 7 day Licence) | \$150.00 | \$152.00 | Exempt |
| Class 2 - Stationary Temporary Sales (maximum of 3 month Licence) | \$300.00 | \$303.00 | Exempt |
| Class 3 - Door-to-Door Day Sales (maximum of 7 day Licence) | \$150.00 | \$152.00 | Exempt |
| Class 4 - Door-to-Door Temporary Sales (maximum of 3 month Licence) | \$300.00 | \$303.00 | Exempt |
| PART IV - PEDDLER - NON-RESIDENT - LATE FEES | | | |
| Class 1 - Stationary Day Sales (maximum of 7 day Licence) | \$150.00 | \$152.00 | Exempt |
| Class 2 - Stationary Temporary Sales (maximum of 3 month Licence) | \$300.00 | \$303.00 | Exempt |
| Class 3 - Door-to-Door Day Sales (maximum of 7 day Licence) | \$150.00 | \$152.00 | Exempt |
| Class 4 - Door-to-Door Temporary Sales (maximum of 3 month Licence) | \$300.00 | \$303.00 | Exempt |

NOTE: Licence Fees for Taxis, Limousines etc are Governed by Police Services By-law 2011-161 but Administered by the Clerk's Department.

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | GST/HST Included or Added |
|---|-----------------------------|------------------------------|--|
| BONDAR PAVILION | | | |
| - Full Day Rental - Non Profit Group | \$206.30 | \$208.35 | Added |
| - Part Day Rental - Non Profit Group | \$128.65 | \$129.95 | Added |
| - Full Day Rental - Commercial | \$785.00 | \$792.85 | Added |
| - Part Day Rental - Commercial | \$408.40 | \$412.50 | Added |
| - Wedding Receptions | \$1,013.20 | \$1,023.35 | Added |
| - Wedding Ceremony Only - Base Fee | \$262.00 | \$264.60 | Added |
| - Wedding Ceremony and Reception | \$1,355.50 | \$1,369.05 | Added |
| - Clean Up - Minor | \$66.10 | \$66.75 | Added |
| - Clean Up - Major | \$264.25 | \$266.90 | Added |
| - Barriers | \$1.35 | \$1.35 | Added |
| - Tables | \$5.00 | \$5.00 | Added |
| - Chairs | \$0.60 | \$0.60 | Added |
| - Sound System (per day) | \$33.75 | \$33.75 | Added |
| - SOCAN (Society of Composers, Authors and Music Publishers of Canada) | | | |
| - Without dancing 1 to 100 | \$20.56 | \$20.56 | Added |
| 101 to 300 | \$29.56 | \$29.56 | Added |
| 301 to 500 | \$61.69 | \$61.69 | Added |
| 500 + | \$87.40 | \$87.40 | Added |
| - With dancing 1 to 100 | \$41.13 | \$41.13 | Added |
| 101 to 300 | \$59.17 | \$59.17 | Added |
| 301 to 500 | \$123.38 | \$123.38 | Added |
| 500 + | \$174.79 | \$174.79 | Added |
| - Kitchen (per day) | \$59.94 | \$59.94 | Added |
| - Supervision of Volunteers (per hour) | \$20.44 | \$20.44 | Added |
| - Alcohol event admin fee per event per day | \$33.06 | \$33.06 | Added |
| - Facility Booking - per booking | \$33.06 | \$33.06 | Added |
| - Waste Removal (Additional Bin) | \$182.43 | \$182.43 | Added |
| - Electrical SurchARGE per day (film productions) connected to special events panel | \$100.00/day | \$100.00/day | Added |
| MARINA FEES | | | |
| - Fuels | Road Price + \$ 0.05 | Road Price + \$ 0.05 | |
| - Sewage Pumpouts - per service (single tank) | \$11.90 | \$11.90 | Added |
| - Cruise Ship Dockage Fee - rate per meter | \$6.25 | \$6.25 | Added |
| - Cruise Ship Pumpout fee - rate per 10 cubic meters | \$16.90 | \$16.90 | Added |
| - Cruise Ship set-up fee | \$163.50 | \$165.15 | Added |
| - Bondar - Slip Rental - Daily - per foot | \$1.80 | \$1.80 | Added |
| - Bondar - Slip Rental - Weekly - per foot | \$8.10 | \$8.10 | Added |
| - Bondar - Slip Rental - Monthly - per foot | \$23.80 | \$23.80 | Added |
| - Bondar Dock - Ship/Barge Dockage (per metre) - per hour | \$0.20/hour | \$0.20/hour | Added |
| - Bondar Dock - Ship/Barge Dockage (per metre) - per day | \$1.75/day | \$1.75/day | Added |
| - Bellevue - Slip Rental - Weekly - Non Serviced per foot | \$5.20 | \$5.20 | Added |
| - Bellevue - Slip Rental - Weekly - Serviced per foot | \$6.50 | \$6.55 | Added |
| - Bellevue - Slip Rental - Bi - Monthly - Non Serviced per foot | \$23.20 | \$23.45 | Added |
| - Bellevue - Slip Rental - Bi - Monthly - Serviced per foot | \$26.55 | \$26.80 | Added |
| - Bellevue - Slip Rental - Monthly - Non Serviced per foot | \$15.65 | \$15.80 | Added |
| - Bellevue - Slip Rental - Monthly - Serviced per foot | \$18.50 | \$18.70 | Added |
| - Bellevue - Slip Rental - Seasonal - Non Serviced per foot | \$30.15 | \$30.45 | Added |
| - Bellevue - Slip Rental - Seasonal - Serviced per foot | \$34.80 | \$35.15 | Added |
| - Bellevue - Slip Rental - Daily - Serviced per foot | \$1.80 | \$1.80 | Added |
| - Bellevue - Slip Rental - Daily - Non Serviced per foot | \$1.40 | \$1.40 | Added |
| - Launch Ramp Fee - Daily | \$7.00 | \$7.00 | Included |
| - Launch Ramp Fee - Seasonal | \$58.45 | \$58.45 | Added |

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "B"
COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | GST/HST Included or Added |
|--|-----------------------------|------------------------------|--|
| - Winter Storage - Monthly per foot | \$1.90 | \$1.90 | Added |
| - Slip Cancellation Fee | \$25.55 | \$25.80 | Included |
| - September Special | 50% fee discount | 50% fee discount | Added |
| SENIOR CITIZENS ADVISORY COUNCIL | | | |
| - Supervision (outside normal operating hours) - per hour | \$18.40 | \$20.00 | Added |
| - Main Hall - Half day rental | \$53.15 | \$55.00 | Included |
| - Main Hall - Full Day Rental | \$106.80 | \$120.00 | Included |
| - Large Meeting Room - Half Day rental | \$53.15 | \$55.00 | Included |
| - Large Meeting Room - Full Day rental | \$79.70 | \$100.00 | Included |
| - Small Meeting Room - Half Day rental | \$21.25 | \$30.00 | Included |
| - Small Meeting Room - Full Day rental | \$42.50 | \$55.00 | Included |
| - Kitchen (per use) | \$26.55 | \$30.00 | Included |
| - AV Equipment (Laptop/Projector/Screen) - per use | \$15.95 | \$20.00 | Included |
| - Drop-In Fee(per visit per general program) | \$2.00 | \$2.00 | Included |
| - Noon Lunch(DIC)/Soup&Sandwich Lunch(NCC) | \$6.00 | \$6.00 | Included |
| - Tea Event | \$7.00 | \$7.00 | Included |
| - Dinner & Dance | \$15.00 | \$15.00 | Included |
| - Special Event Fee | Cost recovery | Cost recovery | Included |
| - Coffee/Tea Pot 10 cup | \$12.00 | \$12.00 | Included |
| - Coffee/Tea Airtot 25 cup | \$18.00 | \$18.00 | Included |
| - Coffee Urn 50 cup | \$25.00 | \$25.00 | Included |
| - Coffee Urn 100 cup | \$50.00 | \$50.00 | Included |
| ARENA FEES (John Rhodes and McMeeken Centre) | | | |
| - Admission - High school Hockey - Adults | \$4.75 | \$4.75 | Included |
| - Admission - High school Hockey - Students & Seniors | \$4.24 | \$4.25 | Included |
| - Admission - High school Hockey - Children | \$3.73 | \$3.75 | Included |
| - Ice/Complex Rentals - per hour - Prime Time - Adult | \$184.30 | \$186.00 | Included |
| - Ice/Complex Rentals - per hour - Prime Time - Youth | \$169.90 | \$172.00 | Included |
| - Ice/Complex Rentals - per hour - Prime Time - Organized | \$149.10 | \$151.00 | Included |
| - Ice/Complex Rentals - per hour - Non Ice (Lacrosse) | \$66.27 | \$67.00 | Included |
| - Ice/Complex Rentals - online bookings | \$179.67 | \$181.00 | Included |
| - Ice Skating - Admission - Adult | \$4.24 | \$4.25 | Included |
| - Ice Skating - Admission - Student | \$3.73 | \$3.75 | Included |
| - Ice Skating - Admission - Senior | \$3.73 | \$3.75 | Included |
| - Ice Skating - Admission - Child | \$3.28 | \$3.25 | Included |
| - Rental of McMeeken or Rhodes Centre - each pad / per day | \$1,021.10 | \$1,031.00 | Included |
| ARENA FEES (GFL Memorial Gardens) | | | |
| - Ice Rentals - per hour Adult | \$198.20 | \$200.00 | Included |
| - Ice Rentals - per hour Youth | \$177.52 | \$179.00 | Included |
| - Ice Rentals - per hour - Youth Organized | \$158.54 | \$160.00 | Included |
| - GFL Memorial Gardens Angelo Bumbacco Room - Full Day | \$191.99 | \$194.00 | Included |
| - GFL Memorial Gardens Multi Purpose Room - hourly rate | \$29.49 | \$30.00 | Included |
| - GFL Memorial Gardens Multi Purpose Room - Full Day | \$127.97 | \$129.00 | Included |
| POOL FEES | | | |
| - Public Swim Admission - Adult | \$4.70 | \$4.75 | Added |
| - Public Swim Admission - Senior | \$3.55 | \$3.60 | Added |
| - Public Swim Admission - Child | \$3.25 | \$3.25 | Added |
| - Public Swim Admission - Group | \$12.95 | \$13.05 | Added |
| - Swim Card 10 Visits 15 % off Reg Admission - Adult | \$40.05 | \$40.45 | Added |
| - Swim Card 25 Visits 25% off Reg Admission - Adult | \$88.30 | \$89.20 | Added |
| - Swim Card 10 Visits 15 % off Reg Admission - Senior | \$30.25 | \$30.60 | Added |

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | GST/HST Included or Added |
|--|-----------------------------|------------------------------|--|
| - Swim Card 25 Visits 25% off Reg Admission - Senior | \$66.80 | \$67.45 | Added |
| - Swim Card 10 Visits 15 % off Reg Admission - Child | \$27.50 | \$27.80 | Added |
| - Swim Card 25 Visits 25% off Reg Admission - Child | \$60.70 | \$61.30 | Added |
| - Pool Rental - per hour - Competitive Teams | \$52.60 | \$53.10 | Added |
| - Pool Rental - per hour - School Boards | \$83.55 | \$84.40 | Exempt |
| - Pool Rental - per hour - Public - includes lifeguards | \$116.85 | \$118.00 | Added |
| - Public Lessons - per lesson + surcharge | \$7.95 | \$8.05 | Exempt |
| - John Rhodes meeting room rental (per hour) | \$16.00 | \$16.15 | Added |
| - John Rhodes meeting room rental daily rates | \$120.20 | \$121.40 | Added |
| - Lifeguard Fee (per hour) | \$17.50 | \$17.65 | Added |
| NORTHERN COMMUNITY CENTRE | | | |
| - Single Turf Field Rental Per Hour-Prime Time | \$127.00 | \$130.00 | Added |
| - Single Turf Field Rental Per Hour-Non-Prime Time | \$79.10 | \$80.70 | Added |
| - Off Season Tournament rate per hour | \$79.10 | \$80.71 | Added |
| - Coaching/Referring Clinics | \$100.00 | \$100.00 | Added |
| - Community Room Rental per hour | \$16.00 | \$16.50 | Added |
| - Single turf prime-time rental per hour - organized SASA | \$124.00 | \$124.00 | Added |
| ATHLETIC FIELDS | | | |
| - Slowpitch Fields - Adult per diamond per evening | \$67.60 | \$68.25 | Added |
| - Youth Ball - per diamond per evening | \$33.70 | \$34.05 | Added |
| - Slowpitch (Ball) Fields - Tournaments per diamond per day | \$43.35 | \$43.80 | Added |
| - Sault Amateur Soccer Association - Adult per field per night | \$67.60 | \$68.25 | Added |
| - Sault Youth Soccer Association - per field per night | \$33.75 | \$34.05 | Added |
| - Soccer Tournaments - per field per day | \$43.35 | \$43.75 | Added |
| - Cricket - Practice field per day | \$67.60 | \$68.25 | Added |
| - Cricket - per field per day | \$270.40 | \$273.10 | Added |
| - High School Soccer - per field per day | \$33.80 | \$34.15 | Added |
| - High School Soccer Tournament- per field per day | \$43.35 | \$43.75 | Added |
| - Elementary School- Track and Field Meet | \$135.15 | \$136.50 | Added |
| - Highschool Track and Field Meet | \$270.45 | \$273.15 | Added |
| - Steeler Football - per game | \$540.85 | \$546.25 | Added |
| - Touch Football - Rocky DiPietro Field per weekend per day | \$270.40 | \$273.10 | Added |
| - Touch Football - Rocky DiPietro Field per weeknight per day | \$67.60 | \$68.25 | Added |
| - Touch Football - fee for Queen E., B Field perevening/day | \$33.75 | \$34.05 | Added |
| - High School; Football - per game | \$394.90 | \$398.85 | Added |
| - Dressing Room Rental per event | \$33.80 | \$34.15 | Added |
| - Public Address System - per event | \$33.80 | \$34.15 | Added |
| - Beer Garden - per event per day | \$33.80 | \$34.15 | Added |
| - Sabercats Football - per game | \$270.50 | \$273.25 | Added |
| - Soo Minor Football - per evening (practice) | \$33.80 | \$34.15 | Added |
| - Soo Minor Football - per day game fee (QE "B") | \$135.15 | \$136.50 | Added |
| - Soo Minor Football - fee for Rocky DiPietro Field per day | \$270.40 | \$273.10 | Added |
| - Speed Skating Club - per competition | \$676.00 | \$682.75 | Added |
| - Special Event Booking - Event more than 500 people | \$656.65 | \$663.25 | Added |
| - Special Event Booking - Event more than 200 people | \$328.35 | \$331.60 | Added |
| - Special Event - Garbage Pick-up and Recycling | \$250.20 | \$252.70 | Added |
| - Ultimate Frisbee - per field per night | \$33.80 | \$34.15 | Added |
| - Sport field lining - special request | \$321.85 | \$325.10 | Added |
| - Soccer - Rocky D Fall per weeknight per game | \$67.60 | \$68.25 | Added |
| - Soccer - Rocky D Fall per day for weekend usage | \$270.40 | \$273.10 | Added |
| - Soccer Queen E. Mini Complex League Play per night | \$67.60 | \$68.25 | Added |
| - Soccer Queen E. Mini Complex Weekend Tournament | \$135.15 | \$136.50 | Added |

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "B"
COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | GST/HST Included or Added |
|--|-----------------------------|------------------------------|--|
| BELLEVUE PARK | | | |
| - Facility Booking - per booking | \$33.80 | \$34.15 | Added |
| - Special Event Booking - Event more than 250 people | \$643.35 | \$649.80 | Added |
| - Special Event Booking - Event less than 250 people | \$321.85 | \$325.10 | Added |
| - Bandshell part day | \$128.60 | \$129.90 | Added |
| - Bandshell full day | \$206.30 | \$208.35 | Added |
| - Supervision | \$20.85 | \$21.05 | Added |
| - Sound System (per day) | \$33.75 | \$34.05 | Added |
| - Premier Flower Bed Design (Seasonal) Bay and Pim Street Beds | \$153.30 | \$154.85 | Added |
| HISTORIC SITES BOARD | | | |
| ADMISSIONS: | | | |
| - Admission - Adult | \$12.50 | \$12.50 | Included |
| - Admission - Senior/Child/Student | \$11.00 | \$11.00 | Included |
| - Admission - Children 5 & under | \$0.00 | \$0.00 | Included |
| - Admission - Family | \$30.00 | \$30.00 | Included |
| - Admission - Adult Group Rate (10 or more) | \$11.00 | \$11.00 | Included |
| - Admission - Senior Group Rate (10 or more) | \$10.00 | \$10.00 | Included |
| - Admission - Bus Tours (50 or more) | \$10.00 | \$10.00 | Included |
| - Punch Cards: for Fridays by the Fire, Teas, Admissions (5 visits) | \$60.00 | \$60.00 | Included |
| - Audio Tour - Wand Rental | \$5.00 | \$5.00 | Included |
| - Admission - 2 Adults with Audio Wands | \$0.00 | \$30.00 | Included |
| EDUCATIONAL TOURS: | | | |
| - 1 hour tours | \$3.00 | \$3.00 | Exempt |
| - 1.5 hour tours | \$4.00 | \$4.00 | Exempt |
| - 2 hour tours | \$6.00 | \$6.00 | Exempt |
| - 3 hour tours (lunch included) | \$10.00 | \$10.00 | Exempt |
| - After hours - Brownies/Scouts | \$8.00 | \$10.00 | Exempt |
| - Brownie/Guide sleepover badge program | \$40.00 | \$40.00 | Exempt |
| - Workshops - fees & supplies | \$20.00 | \$20.00 | Added |
| - Outreach programs (minimum 2 hour fee) | \$50.00 | \$75.00 | Exempt |
| - Virtual Curriculum Engagement - 1 hour session | \$0.00 | \$75.00 | Exempt |
| *new | | | |
| EVENTS: | | | |
| - Bracelet Days - Adults | \$10.00 | \$10.00 | Included |
| - Bracelet Days - Youth | \$5.00 | \$5.00 | Included |
| - Heritage Tea (desserts & tea) | \$12.00 | \$12.00 | Added |
| - Heritage Fridays by the Fire (soup, biscuit, desserts, beverage) | \$15.00 | \$15.00 | Included |
| - Heritage High Tea (fancy sandwiches & desserts, beverage) | \$25.00 | \$25.00 | Added |
| - Heritage Culinary Lunch (soup, main, dessert, beverage) | \$25.00 | \$25.00 | Included |
| - Heritage Culinary Dinner (apps, soup, main, dessert, beverage, demo) | \$40.00 | \$40.00 | Included |
| - Heritage Dinner Group of 7 menu, theatrical, & program (group rate) | \$55.00 | \$55.00 | Added |
| - Heritage Dinner Group of 7 menu, theatrical, & program (individual) | \$70.00 | \$70.00 | Added |
| - Evening in the Summer Kitchen | \$55.00 | \$55.00 | Included |
| - Birthday Parties (up to 10 people) (hearth baking, games, craft) | \$150.00 | \$150.00 | Included |
| - Extra attendees for Birthday Party | \$10.00 | \$10.00 | Included |

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "B"
COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | GST/HST Included or Added |
|--|-----------------------------|------------------------------|--|
| RESEARCH FEES: | | | |
| - Individual research fee - daily | \$25.00 | \$25.00 | Added |
| - Individual research fee - yearly | \$100.00 | \$100.00 | Added |
| - Reproduction fees, photocopying | \$0.50 | \$0.50 | Added |
| - Reproduction fees, digital for exhibit or education (for each) | \$25.00 | \$25.00 | Added |
| - Reproduction fees, digital for other uses (following copyright laws) | \$100.00 | \$100.00 | Added |
| SITE USE: | | | |
| - Summer Kitchen / Theatre Only / Grounds (rental of a space) | | | |
| - Basic Rental - Not for Profit - half day | \$200.00 | \$200.00 | Added |
| - Basic Rental - Not for Profit - 8 hour day | \$300.00 | \$300.00 | Added |
| - Basic Rental - Commercial - half day | \$300.00 | \$300.00 | Added |
| - Basic Rental - Commercial - up to 8 hours | \$500.00 | \$500.00 | Added |
| - Wedding Ceremony and/or Photographs | \$200.00 | \$200.00 | Added |
| - Wedding Ceremony and Rehearsal | \$400.00 | \$400.00 | Added |
| - Basic rental Film Crew - hourly (min. 3 hours) ** This is for Complete Site Rental - HOURLY ** | \$500.00 | \$500.00 | Added |
| - Supervisory Fees - hourly for after hours | \$50.00 | \$50.00 | Added |
| Theatre rental added to Historic Culinary (lunch or dinner): | | | |
| - Non profit - up to 4 hours | \$100.00 | \$100.00 | Added |
| - Non profit - up to 9 hours | \$150.00 | \$150.00 | Added |
| - Commercial - up to 4 hours | \$200.00 | \$200.00 | Added |
| - Commercial - up to 9 hours | \$250.00 | \$250.00 | Added |
| ADDITIONAL FEES: | | | |
| - Non refundable deposit on Site Rentals, Events, Weddings, etc. ** Applicable to total invoice** | \$50.00 | \$50.00 | Added |
| - Non refundable deposit for Commercial bookings (i.e. film companies) ** Applicable to total invoice** | \$250.00 | \$250.00 | Added |
| - Cleaning Fees | \$75.00 | \$75.00 | Added |
| - Tables - per table (after the original 36 on site) | \$5.00 | \$5.00 | Added |
| - Chairs - per chair (after what is available on site) | \$2.00 | \$2.00 | Added |
| - Waste Disposal | \$200.00 | \$300.00 | Added |
| - AV equipment | \$50.00 | \$50.00 | Added |
| - Security fees - once tents are set up on lawn (hourly) | \$30.00 | \$30.00 | Added |
| - Auxillary Kitchen for caterer | \$200.00 | \$250.00 | Added |
| - Damage fees will apply depending on damage to the site and cost of repair | | | |
| Refreshments: | | | |
| - Coffee, Tea, Water & all condiments (cream & stir) | \$20.00 | \$20.00 | Added |
| - Coffee Big Urn 50 cup | \$30.00 | \$35.00 | Added |
| - Coffee Big Urn 100 cup | \$40.00 | \$45.00 | Added |
| - Coffee, Muffins & Fruit - only for meetings booked - per person | \$10.00 | \$10.00 | Added |
| Historic Sites Trust - Walkway Brick | \$60.00 | \$60.00 | Added |

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | GST/HST Included or Added |
|---|-----------------------------|------------------------------|--|
| TRANSIT CASH FARES | | | |
| - Adults | \$2.95 | \$3.00 | Exempt |
| - Students | N/A | N/A | Exempt |
| - Seniors | \$2.95 | \$3.00 | Exempt |
| - Children (Youth) | \$2.95 | \$3.00 | Exempt |
| - Children (12 and under free when with an adult) | Free | Free | Exempt |
| | | | |
| TRANSIT BUS PASSES | | | |
| - Monthly Pass - Adult | \$68.50 | \$69.00 | Exempt |
| - Monthly Pass - School Board | \$47.00 | \$47.50 | Exempt |
| - Monthly Pass - Senior | \$58.50 | \$59.00 | Exempt |
| - Monthly Pass - Child (Youth) | \$29.50 | \$30.00 | Exempt |
| - Punch Pass - 20 Rides | \$47.00 | \$47.50 | Exempt |
| - Senior Multi 6 Ride Pass (60 years and over) | \$9.50 | \$9.50 | Exempt |
| - Senior Multi 12 Ride Pass (60 years and over) | \$19.00 | \$19.00 | Exempt |
| - Community Living Algoma | \$54.00 | \$54.50 | Exempt |
| - Single Bus Pass | \$2.95 | \$3.00 | Exempt |
| - Semester Pass (one semester) | \$188.00 | \$190.00 | Exempt |
| | | | |
| TRANSIT PHOTO I.D. CARD | \$5.00/card | \$5.00/card | Exempt |
| | | | |
| TRANSIT CHARTERS - LOCAL | | | |
| - Weekdays per hour (minimum 2 hour) | \$159.50 | \$161.00 | Added |
| - Sundays per hour (minimum 2 hour) | \$159.50 | \$161.00 | Added |
| - Statutory Holidays per hour (minimum 1 hour) | \$176.00 | \$178.00 | Added |
| | | | |
| TRANSIT BUS ADVERTISING | | | |
| - Governed by Agreement | | | |
| | | | |
| COMMUNITY BUS CASH FARES | | | |
| - Cash Fare | \$2.95 | \$3.00 | Exempt |
| - Punch Pass - 20 Rides | \$47.00 | \$47.50 | Exempt |
| | | | |
| PARA BUS FARES | | | |
| - Cash Fare | \$2.95 | \$3.00 | Exempt |
| - Ambulatory Cash Fare | \$2.95 | \$3.00 | Exempt |
| - Attendant Cash Fare | \$2.95 | \$3.00 | Exempt |
| - 40 Ride Pass | \$82.00 | \$83.00 | Exempt |
| - Out of Zone | \$15.00 | \$15.00 | Exempt |
| | | | |
| PARKING METERS | | | |
| - Queenstown Area per hour | \$1.40 | \$1.40 | Included |
| - City Centre Area per hour | \$1.40 | \$1.40 | Included |
| | | | |
| HOODING OF PARKING METERS | | | |
| - Single Meter per day | \$5.30 | \$5.35 | Included |
| - Double Meter per day | \$10.65 | \$10.75 | Included |

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "B"
COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

| <i>Services Offered</i> | <i>2020 Current Fee</i> | <i>2021 Proposed Fee</i> | <i>GST/HST Included or Added</i> |
|--|------------------------------------|-------------------------------------|---|
| PARKING LOTS | | | |
| - Rental - Monthly | \$47.00 | \$47.45 | Included |
| - Yearly Rate - Non Refundable | \$480.50 | \$485.50 | Included |
| - Daily Rate | \$5.30 | \$5.35 | Included |
| HOLIDAY PARKING | | | |
| - 2 Week Downtown Holiday Parking December 20-31, 2021 | \$0.00 | \$0.00 | Included *new |

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

| <i>Services Offered</i> | <i>2020 Current Fee</i> | <i>2021 Proposed Fee</i> | <i>GST/HST Included or Added</i> |
|---|-----------------------------|------------------------------|--|
| CEMETERY | | | |
| Lots | | | |
| Adult | | | |
| 1 grave lot – minimum 4.0' x 10.0' | \$971.00 | \$981.00 | Added |
| 2 grave lot – minimum 8.0' x 10.0' | \$1,942.00 | \$1,961.00 | Added |
| | | | |
| Child (6-10 years) | \$336.00 | \$336.00 | Added |
| Infant (5 years and under) | \$150.00 | \$150.00 | Added |
| | | | |
| Care and maintenance fund – lots on which care and maintenance charges have not been paid. | \$250.00 | \$250.00 | Added |
| This only pertains to lots purchased prior to January 1, 1955. This is a one-time charge (per lot). | | | |
| | | | |
| Cremation Lots (Urn Garden) | | | |
| 1 grave lot (2.0' x 4.0') | \$337.00 | \$340.00 | Added |
| 2 grave lot (4.0' x 4.0') | \$675.00 | \$682.00 | Added |
| | | | |
| New Greenwood Columbarium | | | |
| Sections L-M-N | | | |
| <i>Companion niches</i> | \$1,646.00 | \$1,646.00 | Added |
| <i>Single niches</i> | \$999.00 | \$999.00 | Added |
| | | | |
| Holy Sepulchre Columbarium | | | |
| Section S | | | |
| <i>Companion niches</i> | \$1,646.00 | \$1,646.00 | Added |
| | | | |
| Holy Sepulchre Columbarium | | | |
| Section T-U | | | |
| <i>Companion niches</i> | \$1,646.00 | \$1,646.00 | Added |
| | | | |
| Holy Sepulchre Columbarium | | | |
| Section W | | | |
| <i>Single niches</i> | \$1,200.00 | \$1,200.00 | Added |
| | | | |
| Wall Niches (Mausoleum Phase VII) | | | |
| Section MJ | | | |
| <i>Single Niche</i> | | | |
| Row 7 | \$735.00 | \$735.00 | Added |
| | | | |

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

| <i>Services Offered</i> | <i>2020 Current Fee</i> | <i>2021 Proposed Fee</i> | <i>GST/HST Included or Added</i> |
|--|-----------------------------|------------------------------|--|
| Wall Niches (Mausoleum Phase VIII) | | | |
| Section ML | | | |
| Single Niches | | | |
| Rows 1, 2, 7 & 8 | \$777.00 | \$777.00 | Added |
| Sections MN-L and MN-M | | | |
| Single Niches | | | |
| Rows 1 & 2 | \$777.00 | \$777.00 | Added |
| | | | |
| Mausoleum crypts | | | |
| Section MU | | | |
| Row 1 (single) | \$0.00 | \$8,281.00 | Added |
| Rows 2 & 3 (single) | \$0.00 | \$9,750.00 | Added |
| Row 4 (single) | \$0.00 | \$7,869.00 | Added |
| Row 1 (companion) | \$0.00 | \$13,981.00 | Added |
| Rows 2 & 3 (companion) | \$0.00 | \$16,475.00 | Added |
| Row 4 (companion) | \$0.00 | \$13,302.00 | Added |
| | | | |
| Interment Charges | | | |
| <i>With committal service in the chapel</i> | | | |
| Adult | | | |
| Single depth | \$864.00 | \$873.00 | Added |
| Double depth | \$1,068.00 | \$1,079.00 | Added |
| Child 5 years and under | \$0.00 | \$0.00 | |
| Child 6-10 years | | | |
| Single depth | \$407.00 | \$411.00 | Added |
| Double depth | \$513.00 | \$518.00 | Added |
| Cremated remains | \$210.00 | \$212.00 | Added |
| Child 5 years and under | \$0.00 | \$0.00 | |
| Child 6-10 years | \$100.00 | \$101.00 | Added |
| Entombment in mausoleum | \$721.00 | \$728.00 | Added |
| | | | |
| <i>With committal service at the gravesite</i> | | | |
| Adult | | | |
| Single depth | \$1,410.00 | \$1,424.00 | Added |
| Double depth | \$1,564.00 | \$1,580.00 | Added |
| Child 5 years and under | \$0.00 | \$0.00 | |
| Child 6-10 years | | | |
| Single depth | \$614.00 | \$620.00 | Added |
| Double depth | \$768.00 | \$776.00 | Added |
| Cremated remains | \$414.00 | \$418.00 | Added |
| Child 5 years and under | \$0.00 | \$0.00 | |
| Child 6-10 years | \$204.00 | \$206.00 | Added |
| Cremated remains (columbarium or mausoleum niches) | \$414.00 | \$418.00 | Added |
| Child 5 years and under | \$0.00 | \$0.00 | |
| Child 6-10 years | \$204.00 | \$206.00 | Added |
| Entombment in mausoleum | \$927.00 | \$936.00 | Added |
| | | | |
| Cremation | | | |
| Adult | \$572.00 | \$572.00 | Added |
| Child 5 years and under | \$0.00 | \$0.00 | |
| Child 6-10 years | \$330.00 | \$330.00 | Added |

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

| <i>Services Offered</i> | <i>2020 Current Fee</i> | <i>2021 Proposed Fee</i> | <i>GST/HST Included or Added</i> |
|--|-----------------------------|------------------------------|--|
| Disinterment Charges | | | |
| Another gravesite in a municipal gravesite | | | |
| Adult | \$2,402.00 | \$2,426.00 | Added |
| From single depth to double depth | \$2,606.00 | \$2,632.00 | Added |
| Child 5 years and under | \$614.00 | \$620.00 | Added |
| Child 6-10 years | \$1,027.00 | \$1,037.00 | Added |
| Cremated remains | \$404.00 | \$408.00 | Added |
| Niche to niche | \$230.00 | \$232.00 | Added |
| Same gravesite or removal from a municipal cemetery | | | |
| Adult | \$1,691.00 | \$1,708.00 | Added |
| Child under 5 years | \$342.00 | \$345.00 | Added |
| Child 5-10 years | \$691.00 | \$698.00 | Added |
| Cremated remains | \$220.00 | \$222.00 | Added |
| Niche to niche | \$204.00 | \$206.00 | Added |
| From inground burial to mausoleum | \$3,633.00 | \$3,669.00 | Added |
| Extra charge if not in concrete container | \$725.00 | \$732.00 | Added |
| Extra charge for a container and shipment of a removal from a Sault Ste. Marie cemetery to another location shall be the responsibility of the deceased person's legal representative. | | | |
| Double depth disinterments are not permitted. | | | |
| Additional Miscellaneous Charges | | | |
| Funerals arriving after 4 p.m. – for each half hour or portion thereof | \$138.00 | \$139.00 | Added |
| <i>Saturday Funeral Surcharge</i> | | | |
| Casket | \$128.00 | \$129.00 | Added |
| Cremains | \$102.00 | \$103.00 | Added |
| Saturday funerals entering the ceremony after 1 p.m. – for each half hour or portion thereof | \$138.00 | \$139.00 | Added |
| Niche plate (including installation) | \$218.00 | \$220.00 | Added |
| Removal of crypt plate or niche plate from the mausoleum for vase installation or extra engraving | \$112.00 | \$113.00 | Added |
| Removal of niche plate from the columbarium for vase installation or extra engraving | \$51.00 | \$52.00 | Added |
| Mailing of cremains | | | |
| Inside Canada (insured) | \$82.00 | \$83.00 | Added |
| To USA (insured) | \$99.00 | \$100.00 | Added |
| Outside Canada or USA (insured) | \$217.00 | \$219.00 | Added |

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "B"

COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT

| <i>Services Offered</i> | <i>2020 Current Fee</i> | <i>2021 Proposed Fee</i> | <i>GST/HST Included or Added</i> |
|--|-----------------------------|------------------------------|--|
| Removal of trees or shrubs from lots – per tree | \$71.00 | \$72.00 | Added |
| Handling of wooden shells | \$124.00 | \$125.00 | Added |
| Transfer fee | \$51.00 | \$52.00 | Added |
| Rental of temporary storage facility (per month) | \$67.00 | \$68.00 | Added |
| Monument cleaning | \$56.00 | \$57.00 | Added |
| Tree trimming (1-2 trees) | \$56.00 | \$57.00 | Added |
| Flat marker less than 1,116.3 sq m (173 sq in) | \$0.00 | \$0.00 | |
| Flat marker over 1,116.3 sq m (173 sq in) | \$50.00 | \$51.00 | Added |
| Upright monument measuring more than 1.22 m (4 ft) or less in height or length, including base | \$100.00 | \$101.00 | Added |
| Upright monument measuring more than 1.22 m (4 ft) either in height or length, including base | \$200.00 | \$202.00 | Added |
| Memorial bench plates | \$153.00 | \$155.00 | Added |
| Commemorative tree | \$511.00 | \$516.00 | Added |

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "C"
ENGINEERING DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | | GST/HST Included or Added |
|---|-----------------------------|------------------------------|-----------|--|
| SEWER CONNECTIONS | | | | |
| - 100 mm diameter lateral per connection | \$4,125.00 | \$4,166.00 | | Exempt |
| - 150 mm diameter lateral per connection | \$4,490.00 | \$4,535.00 | | Exempt |
| - Additional Connection Charges | \$2,140.00 | \$2,161.00 | | Exempt |
| - Class A Pavement - Additional Charge | \$2,610.00 | \$2,636.00 | | Exempt |
| - Class B Pavement or Surface Treatment- Additional Charge | \$2,190.00 | \$2,212.00 | | Exempt |
| - Curb and Gutter - Additional Charge | \$1,200.00 | \$1,212.00 | | Exempt |
| - Concrete Sidewalk - Additional Charge | \$1,460.00 | \$1,475.00 | | Exempt |
| - Oversized Excavation for Separate Utilities | \$2,140.00 | \$2,161.00 | | Exempt |
| - Class A Pavement for Separate Utilities - Additional Charge | \$1,570.00 | \$1,586.00 | | Exempt |
| - Class B Pavement for Separate Utilities - Additional Charge | \$1,360.00 | \$1,374.00 | | Exempt |
| - Curb and Gutter for Separate Utilities- Additional Charge | \$680.00 | \$687.00 | | Exempt |
| - Concrete Sidewalk for Separate Utilities - Additional Charge | \$840.00 | \$848.00 | | Exempt |
| - CCTV Mainline Sewer Inspection | \$210.00 | \$212.00 | /hour | Included |
| CULVERTS | | | | |
| - Single Driveway | \$3,130.00 | \$3,161.00 | /driveway | Exempt |
| - Double Entrance Driveway | \$5,220.00 | \$5,272.00 | /driveway | Exempt |
| Additional Charges | | | | |
| - Culvert Couplings | \$260.00 | \$263.00 | /coupling | Included |
| - Additional Culvert length | \$1,040.00 | \$1,050.00 | /meter | Included |
| DIGITAL DATA FEES | | | | |
| - Info Light (Vector) customized to user needs | \$100.00 | \$101.00 | | Included |
| - Full data Extract | \$260.00 | \$263.00 | | Included |
| - Raster Image | \$135.00 | \$136.00 | | Included |
| - Customized Hardcopy/pdf Mapping Products - 11" x 17" | \$25.00 | \$25.00 | | Included |
| - Customized Hardcopy/pdf Mapping Products - large format | \$50.00 | \$51.00 | | Included |
| - Plan and Profile Drawings | \$10.00 | \$10.00 | /sheet | Included |
| - Lawyer Requests for Sanitary/Lateral Services | \$25.00 | \$25.00 | | Included |
| MUNICIPAL CONSENT FEE | | | | |
| - Permit Application Fee | \$50.00 | \$51.00 | | Added |
| PAVEMENT DEGRADATION FEE (cost per square metre of road cut) | | | | |
| - Roads Reconstructed or Resurfaced in the past 0-10 years | \$20.00 | \$20.00 | | Added |
| - Roads Reconstructed or Resurfaced in the past 11-20 years | \$15.00 | \$15.00 | | Added |
| - Roads Reconstructed or Resurfaced in the past 21-25 years | \$10.00 | \$10.00 | | Added |

CORPORATION OF THE CITY OF SAULT STE. MARIE
 USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "D"
PLANNING DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | | GST/HST Included or Added |
|---|-----------------------------|------------------------------|-------------------|--|
| REZONING FEES | | | | |
| - Official Plan Amendment | \$2,230.00 | \$2,250.00 | /amendment | Exempt |
| - Rezoning Application Fee | \$2,230.00 | \$2,250.00 | /application | Exempt |
| - Combined Official Plan & Rezoning Application | \$3,400.00 | \$3,430.00 | /application | Exempt |
| - Subdivision/Condominium Approval Fee | \$4,250.00 | \$4,290.00 | /application | Exempt |
| - Condominium Conversion Fee | \$3,290.00 | \$3,320.00 | /application | Exempt |
| - Site Plan Review (Development Control) | \$910.00 | \$920.00 | /application | Exempt |
| - Signs - Minor Amendment | \$350.00 | \$350.00 | /sign | Exempt |
| - Deferred Application | \$80.00 | \$80.00 | /application | Exempt |
| - Deferred Application if new Notice is Required | \$330.00 | \$330.00 | /application | Exempt |
| - Preparation of a Subdivision Agreement | \$4,355.00 | \$4,399.00 | /application | Exempt |
| - Staff Attendance at LPAT Hearings | \$540.00 | \$550.00 | /hearing day | Exempt |
| - Telecommunication Tower Review | \$530.00 | \$540.00 | /review | Exempt |
| - Site Plan amendments | \$350.00 | \$350.00 | /application | Exempt |
| COMMITTEE OF ADJUSTMENT FEES | | | | |
| - Minor Variance Application (Single Unit Residential) | \$530.00 | \$540.00 | /application | Exempt |
| - Minor Variance Application (Multiple Unit <5 RA /R1 Zone) | \$740.00 | \$750.00 | /application | Exempt |
| - All Other Zones | \$860.00 | \$870.00 | /application | Exempt |
| - Fence in All Zones | \$430.00 | \$430.00 | /application | Exempt |
| - Deferred Minor Variance Application | \$80.00 | \$80.00 | /application | Exempt |
| - Patio Agreement Application | \$250.00 | \$253.00 | /application | Exempt |
| - Consent Application (Base fee) | \$620.00 | \$630.00 | /application | Exempt |
| - Consent Application (Plus per lot/Lot Addition) | \$420.00 | \$420.00 | plus per lot | Exempt |
| - Consent Application (Plus - per easement) | \$320.00 | \$320.00 | plus per easement | Exempt |
| - Final Consent Application | \$210.00 | \$210.00 | /deed | Exempt |
| - Deferred Application Fee - No New Notice | \$80.00 | \$80.00 | /application | Exempt |
| - Deferred Application Fee if New Notice Required | 1/2 Application Fee | 1/2 Application Fee | | Exempt |
| - Property Standards Appeal Fee | \$210.00 | \$210.00 | /application | Exempt |
| - Records Retrieval/Decision Search | \$80.00 | \$80.00 | | Added |
| - Special Hearing | \$520.00 + Application Fee | \$530.00 + Application Fee | | Exempt |
| - Appeal (Minister of Finance) | Flat fee established by MOF | Flat fee established by MOF | | Exempt |
| - Appeal (Sault Ste. Marie) | \$150.00 | \$150.00 | | Added |

CORPORATION OF THE CITY OF SAULT STE. MARIE
 USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "E"
BUILDING SERVICES DEPARTMENT

- Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

Permit fee - SI x A

Where SI = Service Index for class of proposed work

A = floor area in m² of work involved

- A minimum fee of \$121.95 shall be charged for all work or if not described below as a Fixed Fee (FF).

- For Building Classifications that are not described in sections 5 - 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

- Penalties for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the penalty shall be an additional 50%. Where framing has commenced the penalty shall be an additional 100%.

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | Service Index (SI) | GST/HST Included or Added |
|---|-----------------------------|------------------------------|---|--|
| BUILDING / BYLAW ENFORCEMENT | | | | |
| Administration fee | 15% of cost | 15% of cost | | Added |
| New Construction / Alterations and Renovations | | | | |
| | | | \$ x 1m ² unless otherwise indicated | |
| Group A – (assembly occupancies) | | | | |
| School, churches – New Construction | \$31.55 | \$31.87 | | Exempt |
| Restaurants – New Construction | \$31.55 | \$31.87 | | Exempt |
| All other assembly – New Construction | \$31.55 | \$31.87 | | Exempt |
| Alterations and Renovations (includes decks & roof structures) | \$8.70 | \$8.79 | | Exempt |
| Air supported structure | \$8.70 | \$8.79 | | Exempt |
| Emergency lighting | \$340.43 | \$343.83 | ff per storey | Exempt |
| Fire alarms | \$340.43 | \$343.83 | ff per storey | Exempt |
| Parking garage repairs | \$6.02 | \$6.08 | | Exempt |
| Portable classrooms foundations | \$8.70 | \$8.79 | | Exempt |
| Residing, re-roofing | \$1.06 | \$1.07 | | Exempt |
| Sprinkler, standpipes | \$340.43 | \$343.83 | ff plus \$0.57/m ² | Exempt |
| Tents - less than 225m ² | \$122.56 | \$123.79 | ff | Exempt |
| Tents - greater than 225m ² | \$408.51 | \$412.60 | ff | Exempt |
| Window / Door replacement | \$4.87 | \$4.92 | /opening + \$123.79 ff | Exempt |
| Group B - (institutional occupancies) | | | | |
| All types – New Construction | \$31.55 | \$31.87 | | Exempt |
| Alterations and Renovations (includes decks & roof structures) | \$8.70 | \$8.79 | | Exempt |
| Emergency lighting | \$340.43 | \$343.83 | ff per storey | Exempt |
| Fire alarms | \$340.43 | \$343.83 | ff per storey | Exempt |
| Parking garage repairs | \$6.02 | \$6.08 | | Exempt |
| Residing, re-roofing | \$1.06 | \$1.07 | | Exempt |
| Sprinkler, standpipes | \$340.43 | \$343.83 | ff plus \$0.57/m ² | Exempt |
| Window/door replacement | \$4.87 | \$4.92 | /opening + \$123.79 ff | Exempt |
| Group C – (residential occupancies) | | | | |
| Single Dwelling (SFD, townhouse, semi, duplex) – New Construction | \$25.97 | \$26.23 | | Exempt |
| Single Dwelling Modular Units – New Construction | \$22.66 | \$22.89 | | Exempt |
| All other multiple units – New Construction | \$20.90 | \$21.11 | | Exempt |
| Hotels, motels – New Construction | \$27.89 | \$28.17 | | Exempt |
| Alterations and Renovations (includes decks & roof structures) | \$6.96 | \$7.03 | | Exempt |
| Balcony repairs | \$122.56 | \$123.79 | ff + \$8.79/unit | Exempt |
| Basement finishing | \$6.18 | \$6.24 | | Exempt |
| Basement new under existing dwelling | \$6.96 | \$7.03 | | Exempt |
| Canopy, carport | \$12.89 | \$13.02 | | Exempt |
| Emergency lighting | \$340.43 | \$343.83 | ff per storey | Exempt |
| Fire alarms | \$340.43 | \$343.83 | ff per storey | Exempt |
| Foundation water / damp proofing & tile, pools, fencing, residing, reroofing, decks | | | | Exempt |
| Single Family Dwelling up to a 4 plex (including accessory buildings) | \$122.56 | \$123.79 | ff | Exempt |
| All others | \$1.06 | \$1.06 | m ² | Exempt |
| Attached garage and accessory buildings | \$6.18 | \$6.24 | | Exempt |
| Detached garage | \$6.18 | \$6.24 | | Exempt |
| Shed < 25 m ² | \$122.56 | \$123.79 | | Exempt |
| Sprinkler, standpipes | \$340.43 | \$343.83 | ff plus \$0.57/m ² | Exempt |
| Window / Door replacement | | | | Exempt |
| Single Family Dwelling up to a 4 plex (including accessory buildings) | \$122.56 | \$123.79 | ff | Exempt |
| All others | \$4.87 | \$4.92 | /opening + \$123.79 ff | Exempt |
| Group D – (business & personal services occupancies) | | | | |
| Offices and all others – shell only – New Construction | \$23.97 | \$24.21 | | Exempt |
| Interior tenant finishing – New Construction | \$6.53 | \$6.60 | | Exempt |
| Alterations and Renovations (includes decks & roof structures) | \$6.96 | \$7.03 | | Exempt |
| Emergency lighting | \$340.43 | \$343.83 | ff per storey | Exempt |
| Fire alarms | \$340.43 | \$343.83 | ff per storey | Exempt |
| Parking garage repairs | \$6.02 | \$6.08 | | Exempt |
| Residing, re-roofing | \$1.06 | \$1.07 | | Exempt |
| Sprinkler, standpipes | \$340.43 | \$343.83 | ff plus \$0.57/m ² | Exempt |
| Window / Door replacement | | | | Exempt |
| Single Family Dwelling up to a 4 plex (including accessory buildings) | \$122.56 | \$123.79 | ff | Exempt |
| All others | \$4.87 | \$4.92 | /opening + \$123.79 ff | Exempt |

CORPORATION OF THE CITY OF SAULT STE. MARIE
 USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "E"
BUILDING SERVICES DEPARTMENT

- Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

Permit fee - SI x A

Where SI = Service Index for class of proposed work

A = floor area in m² of work involved

- A minimum fee of \$121.95 shall be charged for all work or if not described below as a Fixed Fee (FF).

- For Building Classifications that are not described in sections 5 - 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

- Penalties for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the penalty shall be an additional 50%. Where framing has commenced the penalty shall be an additional 100%.

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | Service Index (SI) | GST/HST Included or Added |
|--|-----------------------------|---|---------------------------|--|
| Group E – (mercantile occupancies) | | | | |
| Retail store shell, department store, supermarkets, all other Group E – New Construction | \$17.98 | \$18.16 | | Exempt |
| Interior tenant finishing | \$6.53 | \$6.60 | | Exempt |
| Alterations and Renovations (includes decks & roof structures) | \$6.96 | \$7.03 | | Exempt |
| Emergency lighting | \$340.43 | \$343.83 ff per storey | | Exempt |
| Fire alarms | \$340.43 | \$343.83 ff per storey | | Exempt |
| Parking garage repairs | \$6.02 | \$6.08 | | Exempt |
| Residing, re-roofing | \$1.06 | \$1.07 | | Exempt |
| Sprinkler, standpipes | \$340.43 | \$343.83 ff plus \$0.57/m ² | | Exempt |
| Window/door replacement | \$4.87 | \$4.92 /opening + \$123.79 ff | | Exempt |
| Group F – (industries occupancies) | | | | |
| Industrial building shell less than 7500 m ² – New Construction | \$13.94 | \$14.08 | | Exempt |
| Industrial building shell greater than 7500 m ² – New Construction | \$11.33 | \$11.44 | | Exempt |
| Pre Manufactured Personal Storage Buildings (single storey with direct exterior access to each unit - no interior corridors) | \$8.70 | \$8.79 | | |
| Parking garage – New Construction | \$8.96 | \$9.05 | | Exempt |
| All other F occupancies – New Construction | \$13.94 | \$14.08 | | Exempt |
| Interior tenant finishing | \$6.53 | \$6.60 | | Exempt |
| Alterations and Renovations (includes decks & roof structures) | \$6.96 | \$7.03 | | Exempt |
| Emergency lighting | \$340.43 | \$343.83 ff per storey | | Exempt |
| Fire alarms | \$340.43 | \$343.83 ff per storey | | Exempt |
| Farm buildings | \$6.01 | \$6.07 | | Exempt |
| Industrial Equipment Foundations | 1% of construction value | 1% of construction value | | Exempt |
| Parking garage repairs | \$6.02 | \$6.08 | | Exempt |
| Residing, re-roofing | \$1.06 | \$1.07 | | Exempt |
| Sprinkler, standpipes | \$340.43 | \$343.83 ff plus \$0.56/m ² | | Exempt |
| Window / Door replacement | \$4.87 | \$4.92 /opening + \$123.79 ff | | Exempt |
| Demolition | | | | |
| Single Family Dwelling up to a 4 plex (including accessory buildings) | \$122.56 | \$122.56 ff | | Exempt |
| All other Part 9 Buildings (up to 3 storeys and 600 m ²) | \$261.44 | \$264.05 ff | | Exempt |
| Part 3 Buildings (greater than 3 storeys or 600 m ²) | \$122.56 | \$122.56 ff plus \$0.57/m ² | | Exempt |
| Designated Structures OBC Subsection 1.3.1.1. | | | | |
| Crane runway | \$984.80 | \$994.65 ff/structure | | Exempt |
| Exterior tanks | \$984.80 | \$994.65 ff/structure | | Exempt |
| Outdoor pool and spa | \$32.76 | \$33.09 | | Exempt |
| Wind power towers | \$984.80 | \$994.65 ff/structure | | Exempt |
| All other structures | \$453.17 | \$457.70 ff/structure | | Exempt |
| Standalone Mechanical | | | | |
| New ductwork or piping | \$20.16 | \$20.36 per diffuser, radiator, or unit | | Exempt |
| Group C residential Single Family Dwelling (unit and ductwork) | \$191.73 | \$193.65 ff | | Exempt |
| New unit | \$191.73 | \$193.65 /unit | | Exempt |
| Special mechanical system (exhaust hoods, solar panels etc.) | \$409.60 | \$413.70 ff | | Exempt |
| Plumbing & drainage | \$18.81 | \$19.00 /fixture | | Exempt |
| Water Distribution Piping (including fire stopping) | \$340.43 | \$340.43 ff plus \$0.57/m ² | | Exempt |
| Sewer installation & capping (single residential unit) | \$122.56 | \$123.79 ff | | Exempt |
| Site services (water, sewer servicing for all other buildings) \$ | \$409.60 | \$413.70 ff | | Exempt |

CORPORATION OF THE CITY OF SAULT STE. MARIE
 USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "E"
BUILDING SERVICES DEPARTMENT

- Permit fee shall be based on the formula given below unless otherwise specified in this schedule or a fixed fee (ff) will apply.

Permit fee - SI x A

Where SI = Service Index for class of proposed work

A = floor area in m² of work involved

- A minimum fee of \$121.95 shall be charged for all work or if not described below as a Fixed Fee (FF).

- For Building Classifications that are not described in sections 5 - 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.

- Penalties for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the penalty shall be an additional 50%. Where framing has commenced the penalty shall be an additional 100%.

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | Service Index (SI) | GST/HST Included or Added |
|---|--|--|---------------------------|--|
| Additional Charges | | | | |
| Occupancy permit | \$20.90 | \$21.11 | ff/unit | Exempt |
| Conditional permit | 10% of applicable building permit fees (\$193.97 ff min) | 10% of applicable building permit fees (\$193.97 ff min) | | Exempt |
| Change of use permit | \$418.31 | \$422.49 | ff | Exempt |
| Foundation for Portable Structures | \$8.70 | \$8.79 | | |
| Change of plans | \$225.46 | \$225.46 | | Exempt |
| Permit renewal/transfer | \$213.34 | \$215.47 | ff | Exempt |
| Moving permit | \$122.56 | \$123.79 | ff | Exempt |
| Re-inspection | \$122.56 | \$123.79 | ff | Exempt |
| Sign permit (as regulated by Sign By-Law 2005-166) | \$122.56 | \$123.79 | ff each | Exempt |
| Portable signs | \$122.56 | \$123.79 | ff each | Exempt |
| <i>Culvert as determined by Public Works Department</i> | | | | |
| Curb or sidewalk depression | \$43.58 | \$44.02 | ff | Exempt |
| Certificate of zoning conformity Single Family Dwelling | \$52.29 | \$52.81 | ff + HST | Added |
| Certificate of zoning conformity Other | \$104.58 | \$105.63 | ff + HST | Added |
| File Inquiry and plans inquiry Single Family Dwelling | \$52.29 | \$52.81 | /SFD + HST | Added |
| Other | \$104.58 | \$105.63 | /others + HST | Added |
| Annual Fee | \$871.50 | \$880.22 | /year + HST | Added |
| Removal of work order (By-Law) | \$183.01 | \$184.84 | ff | Exempt |
| Work order appeal (By-Law) | \$183.01 | \$184.84 | ff | Exempt |
| Removal of Order (Building Code) | \$183.01 | \$184.84 | ff | Exempt |
| Liquor License Application - all data provided by applicant | \$104.58 | \$105.63 | ff + HST | Added |
| Liquor License Application - no data provided by applicant | \$602.53 | \$602.53 | ff + HST | Added |
| Alternative Solution Proposal (per application) | \$680.86 | \$687.67 | ff | Exempt |

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "F"

FINANCE DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | GST/HST Included or Added |
|---|-----------------------------|------------------------------|--|
| PENALTIES & INTEREST ON TAXES | | | |
| - On the first day after the due date | 1.25%/month | 1.25%/month | Exempt |
| - On the first day of each month that the taxes remain unpaid | | | |
| - On January 1 of the following year and each month thereafter | | | |
| LIBRARY ACCOUNTING FEES | | | |
| - Accounting/data processing fees - Library Board | \$12,237.90 | \$12,435.00 | Exempt |
| INTEREST - ACCOUNTS RECEIVABLE | | | |
| - On all accounts more than 30 days old | 1.25%/month | 1.25%/month | Exempt |
| TAX CERTIFICATES | | | |
| - Tax certificate (Certified Statement of Tax Account Status) | \$60.00 | \$60.00 | Exempt |
| TAX ACCOUNT TITLE SEARCHES | | | |
| - Title searches for property in arrears | \$50.00 | \$50.00 | Exempt |
| TAX ARREARS NOTICES | | | |
| - Fee for each tax arrears notice issued | \$5.00 | \$5.00 | Exempt |
| OFFICIAL PROPERTY TAX RECEIPT/TAX BILL REPRINT | | | |
| - Fee for official receipt for income tax purposes (per account/per year) | \$0.00 | \$10.00 | Exempt |
| *new | | | |
| PAYROLL GARNISHEE | | | |
| - Fee for garnishee of payroll cheque per pay per cheque | \$10.00 | \$10.00 | Exempt |
| NSF CHEQUE FEE | | | |
| - Fee for a cheque being returned per cheque | \$40.00 | \$40.00 | Exempt |

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "G"
FIRE SERVICES

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | GST/HST Included or Added |
|---|-----------------------------|------------------------------|--|
| INSPECTION CHARGES | | | |
| - File Search | \$67.25 | \$68.00 | Added |
| - Request Inspections | \$117.25 | \$118.50 | Added |
| - Report Requests | \$100.00 | \$101.00 | Added |
| AIR BOTTLE REFILLS | | | |
| - Refill per bottle | \$7.50 | \$7.50 | Included |
| TRAINING | | | |
| - Fire Extinguisher Training (30 person maximum) | \$114.75 | \$116.00 | Added |
| BURNING PERMITS | | | |
| - New (First) Burning Permit - Valid for 3 years | \$75.00 | \$75.00 | Exempt |
| - Burning Permit - Renewal 4 year | \$60.00 | \$60.00 | Exempt |
| - Burning Permit - Annual | \$30.00 | \$30.00 | Exempt |
| APPROVALS | | | |
| - Approvals - Fireworks - Consumer/Family | \$75.00 | \$75.75 | Added |
| - Approvals - Fireworks - Exhibition | \$250.00 | \$252.50 | Added |
| COST RECOVERY FEES | | | |
| False Alarms (based on current MTO rates) | | | |
| Malfunction, System Maintenance - not notified, Malicious | | | *new |
| - 1st Call Recovery Fee - no charge | \$0.00 | \$0.00 | Added |
| - 2nd Call Recovery Fee - per truck per call | \$0.00 | \$485.00 | Added |
| - 3rd Call Recovery Fee - per truck per call | \$0.00 | \$970.00 | Added |
| - 4 or more calls - # of calls x \$485.00 per truck per call | | | Added |
| Natural Gas Leaks - caused by no locate | | | |
| - per truck per call | \$0.00 | \$485.00 | Added |
| Grow Operation/Clandestine Labs | | | |
| - per truck per call | \$0.00 | \$485.00 | Added |
| - plus any additional costs incurred | | | Added |
| All Cost Recovery Fees are subject to an Administration Fee - 10% of costs billed. | | | |

CORPORATION OF THE CITY OF SAULT STE. MARIE
 USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "H"

LEGAL DEPARTMENT

| GL Account Number | Services Offered | 2020 Current Fee | 2021 Proposed Fee | | | GST/HST Included or Added |
|--|--|-----------------------------|------------------------------|--------|---|--|
| RENTAL AGREEMENTS COVERED BY SPECIFIC BY-LAWS | | | | | | |
| 10-150-1500-5751 | S. & T. Electrical Contractors Limited (AG39) | \$200.00 | \$200.00 | /month | | Added |
| 10-150-1500-5753 | Lyon's Building Centre (Lyons Avenue & Wellington) (L-14) | \$85.00 | \$85.00 | /month | | Added |
| 10-150-1500-5760 | Hydro One (AG38) | \$250.00 | \$250.00 | /year | | Added |
| 10-150-1500-5764 | Rogers - 363 Second Line West (at Third Avenue) (AG79) | \$833.33 | \$833.33 | /month | | Added |
| 10-150-1500-5766 | Part 65 Old Garden River Road (DSSAB) (AG74) | \$154,329.41 | \$154,329.41 | /year | 2021 fee subject to CPI at December 2020 | Added |
| 10-150-1500-5766 | Part 65 Old Garden River Road (Sault Area Hospital) (AG69) | \$77,102.40 | \$78,183.60 | /year | May to December fee subject to CPI at December 2020 | Added |
| 10-150-1500-5767 | Bell Mobility Cathcart Street - West Street (AG67) | \$6,100.00 | \$6,100.00 | /year | | Added |
| 10-150-1500-5771 | Bell Mobility Part 57 Des Chenes Drive (AG131) | \$5,500.00 | \$5,500.00 | /year | | Added |
| 10-150-1500-5771 | Bell Mobility - Site W3952 - GFL Memorial Gardens (AG145) | \$3,500.00 | \$3,500.00 | /year | | Added |
| 10-150-1500-5772 | Rogers Communications Inc. - 638 Cathcart Street (AG132) | \$770.00 | \$770.00 | /month | | Added |
| 10-150-1500-5783 | POA rent - Civic Centre | \$4,714.50 | \$4,714.50 | /month | | Added |
| 10-150-1500-5783 | Sault Ste. Marie Innovation Centre rent - Civic Centre | \$6,209.50 | \$6,209.50 | /month | | Added |
| 10-150-1500-5785 | Superior 7 Signs - 331 Queen Street East (AG65) | \$900.00 | \$900.00 | /year | | Added |
| 10-150-1500-5785 | Algo Signs - 723 Great Northern Road (2 signs) (AG48) | \$2,400.00 | \$2,400.00 | /year | | Added |
| 10-150-1500-5785 | Superior 7 Advertising Ltd. - Sign - Lake Street (AG50) | \$950.00 | \$950.00 | /year | | Added |
| 10-150-1500-5785 | Sault Ste. Marie Model Aircraft Radio Control Club (AG73) | \$400.00 | \$400.00 | /year | | Added |
| 10-150-1500-5785 | Kevin Belsito (AG150) | \$500.00 | \$500.00 | /year | | Added |
| 10-150-1500-5785 | Algoma Sailing Club | \$100.00 | \$100.00 | /year | | Added |
| 10-150-1500-5781 | ANNUAL ENCROACHMENTS | | | | | |
| | Kelly - Cuglietta Retail Inc. (274 North Street) | \$25.00 | \$25.00 | /year | | Added |
| | Lyon's Building - 625 Queen Street East (Feifel, Marta Rose) | \$25.00 | \$25.00 | /year | | Added |
| | Cambrian Nissan - 460-468 Pim Street | \$25.00 | \$25.00 | /year | | Added |
| | Flomor Automotive - 53,59 Great Northern Road & 7 Champlain | \$25.00 | \$25.00 | /year | | Added |
| | Skyline Retail Real Estate Holdings Inc. - 31 Trunk Road (EN) | \$100.00 | \$100.00 | /year | | Added |
| | Sault Scuba (formerly Church, Donald & Cyr, Luci) 102 Northern Ave | \$25.00 | \$25.00 | /year | | Added |
| | Gugula, Smedley, Barban (123 East Street) | \$25.00 | \$25.00 | /year | | Added |
| | Pozzo, Doreen Elizabeth (2 Strand Avenue) | \$20.00 | \$20.00 | /year | | Added |
| 10-150-1500-5782 | CIVIC CENTRE - MEETING ROOMS (Full Day) | | | | | |
| | Council Chambers | \$277.00 | \$280.00 | /day | | Included |
| | Russ Ramsay Board Room | \$110.00 | \$111.00 | /day | | Included |
| | Biggings Meeting Room | \$110.00 | \$111.00 | /day | | Included |
| | Thompson Meeting Room | \$110.00 | \$111.00 | /day | | Included |
| | Plummer Meeting Room | \$55.00 | \$56.00 | /day | | Included |
| | Korah Meeting Room | \$55.00 | \$56.00 | /day | | Included |
| | Tarentorus Meeting Room | \$55.00 | \$56.00 | /day | | Included |
| | Steelton Meeting Room | \$55.00 | \$56.00 | /day | | Included |

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2020-218 - Schedule "I"
PUBLIC WORKS DEPARTMENT

| Services Offered | 2020 Current Fee | 2021 Proposed Fee | GST/HST Included or Added |
|---|-----------------------------|------------------------------|--|
| SEWER RODDING | | | |
| - Calls during regular hours | \$153.10 | \$154.65 | Added |
| - Calls outside regular hours | \$307.10 | \$310.15 | Added |
| - CCTV Lateral Inspection | \$219.00 | \$221.20 | Included |
| LANDFILL FEES (established by by-law 2003-140) | | | |
| - Tipping Fee per tonne | \$77.00 | \$77.00 | Exempt |
| - Gate Fee | \$11.00 | \$11.00 | Exempt |
| - Out of town (Prince/Rankin) Tipping Fee per tonne | \$77.00 | \$77.00 | Exempt |
| - Asbestos per bag following MOE Regulations (up to 4 bags) | \$50.00 | \$50.00 | Exempt |
| - Asbestos bulk load - MOE Regulations per tonne after 4 bags | \$200.00 | \$200.00 | Exempt |
| - Bio-Medical Waste per tonne per MOE Guideline | \$200.00 | \$200.00 | Exempt |
| - Refrigerator/Freezer Disposal (untagged) | \$25.00 | \$25.00 | Exempt |
| - Non Hazardous Industrial Solid Waste (for cover material) | \$38.50 | \$38.50 | Exempt |
| - Non Hazardous Industrial Solid Waste (non useable) | \$77.00 | \$77.00 | Exempt |
| - Residential pick up excess bag tag | \$2.00 | \$2.00 | Exempt |
| - Asbestos processing flat fee for bulk load (after 4 bags) Commercial | \$150.00 | \$150.00 | Exempt |
| - Container Washing (pressure washer not supplied) | \$65.00 | \$65.00 | Exempt |
| - 240 Litre Waste Cart Replacement Purchase (65 gallon) delivery NOT included | \$95.00 | \$95.00 | Exempt |
| - 360 Litre Waste Cart Replacement Purchase (95 gallon) delivery NOT included | \$110.00 | \$110.00 | Exempt |

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2020-215

LANE CLOSING & CONVEYANCE: (MAP 53) A by-law to stop up, close and authorize the conveyance of a portion of a lane in the Tagona Subdivision, Plan 7882.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2020-214;

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

1. LANE CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED

The lane more particularly described as Part PIN 31607-0284 (LT) PT LANE PL 7882 KORAH ABUTTING LTS 577-586 & 612-613 PL 7882; SAULT STE. MARIE, Tagona Subdivision, Plan 7882, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. EXECUTION OF DOCUMENTS

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

3. EASEMENTS TO BE RETAINED

The lane is subject to the retention of easements if required.

4. EFFECTIVE DATE

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

READ the **FIRST** and **SECOND** time in open Council this 30th day of November, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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

