



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

Monday, April 12, 2021
4:30 pm
Video Conference

	Pages
1. Adoption of Minutes	11 - 26
Mover Councillor C. Gardi	
Seconder Councillor L. Dufour	
Resolved that the Minutes of the Regular Council meeting of March 29, 2021 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 C. Gardi	
Seconder Councillor L. Vezeau-Allen	
Resolved that the Agenda for April 12, 2021 City Council meeting as presented be approved.	
5. Proclamations/Delegations	
5.1. National Day of Action on the Overdose Epidemic	27 - 27
5.2. Sault Ste. Marie Public Library Annual Report	
Wayne Greco, Chair and Matthew MacDonald, Chief Executive Officer	
6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that all the items listed under date April 12, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1.	Outstanding Council Resolutions	28 - 33
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6.2.	Foundation Restoration Repair – Old Stone House Ermatinger Clergue National Historic Site	34 - 37
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A report of the Manager of Purchasing is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Purchasing dated April 12, 2021 concerning Foundation Restoration Repair – Old Stone House Ermatinger Clergue National Historic Site be received and that the tender for foundation restoration be awarded to Robertson Restoration (818185 Ontario Inc.) at their low tendered price meeting specifications of \$158,400.00 plus HST.

A by-law authorizing signature of the contract will appear on a future Council Agenda.

6.3.	Roof Replacement – Roberta Bondar Park	38 - 42
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A report of the Manager of Purchasing is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Manager of Purchasing dated April 12, 2021 concerning Roof Replacement – Roberta Bondar Park be received and that the tender for roof replacement at the Roberta Bondar Park marina service building be awarded to Maverick & Son Exteriors and Consulting Services Inc. at their low tendered price meeting specifications of \$154,160.00 plus HST.

A by-law authorizing signature of the contract will appear on a future Council Agenda.

6.4.	Indoor Mausoleum Feasibility Update	43 - 45
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A report of the Director of Community Services is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Director of Community Services dated April 12, 2021 concerning Indoor Mausoleum Feasibility Update be received and that

staff be requested to bring forward a capital request for approval to construct a new outdoor mausoleum as part of the 2022 or 2023 budgeting process.

6.5.	Partnership with Sault YMCA for Day Camp Services	46 - 50
	A report of the Director of Community Services is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the Director of Community Services concerning Partnership with Sault YMCA for Day Camp Services dated April 12, 2021 be received and that Council support the partnership with the Sault YMCA to provide use of the John Rhodes Centre for day camp services (including swims) by the YMCA and waive rental fees amounting to \$5,564.	
6.6.	Memorandum of Understanding- Algoma Trails Network	51 - 63
	A report of the Director Tourism and Community Development is attached for the consideration of Council.	
	The relevant By-law 20201-68 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.7.	Ontario Municipal Commuter Cycling Program – 2021	64 - 72
	A report of the Senior Planner is attached for the consideration of Council.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that the report of the Senior Planner dated April 12, 2021 concerning Ontario Municipal Commuter Cycling Program – 2021 be received and that the CAO be authorized to enter into a single-source contract with WSP, to assess a preferred Hub Trail alignment in and around the Machine Shop/Mill Market area, at a cost of \$10,105.00, inclusive of non-rebatable HST, and that upon completion of this study, staff report back to Council with the preferred solution and associated financial implications.	
6.8.	Municipal Law Enforcement Officers	73 - 73
	A report of the Manager of Transit and Parking is attached for the consideration of Council.	
	The relevant By-law 2021-69 is listed under item 11 of the Agenda and will be read with all by-laws under that item.	
6.9.	Choose to Refuse: Take the Plastic-Free Challenge	74 - 84
	A report of the Director of Public Works is attached for the consideration of Council.	

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that the report of the Director of Public Works dated April 12, 2021 concerning Choose to Refuse: Take the Plastic-Free Challenge be received and that Council provide its full support to Clean North and City staff in the development, education and promotion of a plastic-free Sault Ste. Marie.

6.10. Contract 2021-3E – Boardwalk Remediation Phase 2 85 - 86

A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.

The relevant By-law 2021-73 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11. Pim Street Pump Station Engineering Services 87 - 88

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

The relevant By-law 2021-66 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12. Elizabeth Street Sanitary Sewer – Consultant Selection 89 - 90

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Municipal Services Engineer dated April 12, 2021 concerning the Elizabeth Street sanitary sewer consultant selection be received, and that Council authorize entering into an agreement for engineering services with WSP.

An individual engineering agreement will be brought to Council for approval at a future meeting

6.13. Office of the Fire Marshal Fire Safety Grant 91 - 92

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

The relevant By-law 2021-70 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.14. Sale of 206 Cathcart Street to JHCD Unlimited Inc. (Frank Shunock) 93 - 110

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

The relevant By-law 2021-72 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

- 6.15. **Black Road Widening Project – Offer to Purchase 931 Black Road** 111 - 112

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

The relevant By-law 2021-62 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7. Reports of City Departments, Boards and Committees

- 7.1. **Administration**

- 7.1.1. **Pointe des Chenes Update**

- 7.1.1.1. **Update on Pointe des Chenes – Potable Water**

113 - 116

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of April 12, 2021 concerning the former Pointe Des Chenes campground be received as information.

- 7.1.1.2. **Pointe des Chenes Campground Update and Next Steps**

117 - 119

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the CAO dated April 12, 2021 concerning Pointe des Chenes Campground Update and Next Steps be received and that staff be directed to continue to work with Transport Canada, the Ministry of the Environment, Conservation and Parks and Algoma Public Health to ensure the timely and sustainable provision of potable water for the campground and day park and to report further to Council on recommendations for the future of the campground once the provision of potable water has been established.

- 7.2. **Corporate Services**

- 7.3. **Community Development and Enterprise Services**

- 7.4. **Public Works and Engineering Services**

- 7.5. **Fire Services**

- 7.6. Legal**
- 7.7. Planning**
- 7.8. Boards and Committees**
- 7.8.1. Sault Ste. Marie Public Library Annual Report** 120 - 139
The 2020 annual report of the Sault Ste. Marie Public Library is attached for the information of Council.
Mover Councillor C. Gardi
Seconder Councillor L. Vezeau-Allen
Resolved that the 2020 Annual Report of the Sault Ste. Marie Public Library be received as information.
- 8. Unfinished Business, Notice of Motions and Resolutions Placed on Agenda by Members of Council**
- 8.1. Sustainable Development**
Mover Councillor L. Dufour
Seconder Councillor M. Scott
Whereas the real estate value located within a City's borders is the main revenue source of most municipalities, and growth in that amount value is one of many ways that City budgets keep up with inflation; and
Whereas Sault Ste. Marie, over the last 20 years, has experienced increasing assessment values in some neighbourhoods but not others, at the same time as having an aggregate in-year new growth rate of less than 1%; and
Whereas Sault Ste. Marie has access to detailed mapping from the Innovation Centre that shows these geographic areas of assessment growth vs stagnation; and
Whereas it is in the interest of all Sault Ste. Marie ratepayers to ensure that assessment distribution is as evenly spread throughout the City as possible, and that new growth does not come at additional cost to the existing levy; and
Whereas new development is one of the main sources of new assessment growth, provided that new development does not shift assessment value away from another area of the City; and
Whereas Sault Ste. Marie is the largest city in Ontario without development charges or a cost recovery mechanism for planning charges, both of which are key tools for a municipality to ensure that growth does not create assessment decline and stagnation elsewhere; and
Whereas the City of Sault Ste. Marie is examining options for new growth

Community Improvement Plans, many of which in comparator municipalities provide development charges exemptions for certain types or zones of needed development;

Now Therefore Be It Resolved that relevant staff be requested to prepare a report outlining the best options for Sault Ste. Marie to adopt further tools to ensure that the cost of new development accurately reflects the cost to the general levy.

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 C. Gardi

Seconder Councillor L. Dufour

Resolved that all By-laws under item 11 of the Agenda under date April 12, 2021 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 2021-62 (Property) Acquisition Part 931 Black Road 140 - 141

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-62 being a by-law to authorize the acquisition of part of the property located at civic 931 Black Road (Bean/Scott) be passed in open Council this 12th day of April, 2021.

11.1.2. By-law 2021-65 (Developmental Control) 81, 85, 89, 93, 97 and 101 Ruth Street 142 - 143

Council report was passed by Council resolution on February 22, 2021.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-65 being a by-law to remove designate lands located at 81, 85, 89, 93, 97 and 101 Ruth Street from an area of site plan control be passed in open Council this 12th day of April, 2021.

11.1.3. By-law 2021-66 (Agreement) Pim Street Pump Station Agreement 144 - 162

A report from the Land Development and Environmental Engineer is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-66 being a by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for engineering services for the Pim Street Pump Station structural repairs be passed in open Council this 12th day of April, 2021.

- 11.1.4. **By-law 2021-67 (Council Procedure) Amend By-law 2013-100** 163 - 163

Council Report was passed by Council resolution on October 22, 2019.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-67 being a by-law to amend Council Procedure By-law 2013-100 (being a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie) be passed in open Council this 12th day of April, 2021.

- 11.1.5. **By-law 2021-68 (Agreement) Algoma Trail Network** 164 - 174

A report from the Director Tourism & Community Development.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-68 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Economic Development Corporation, Sault Ste. Marie Region Conservation Authority and The Sault Cycling Club to construct up to 75 kilometers of multi-use mountain bike trails extending from the Sault Ste. Marie city limits into the surrounding Algoma region be passed in open Council this 12th day of April, 2021.

- 11.1.6. **By-law 2021-69 (Parking) Municipal Law Enforcement Officers** 175 - 177

A report from the Manager of Transit and Parking is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-69 being a by-law to appoint Municipal By-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 12th day of April, 2021.

- 11.1.7. **By-law 2021-70 (Agreement) Fire Safety Grant Transfer Payment** 178 - 192

A report from the Fire Chief is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-70 being a by-law to authorize the execution of the Fire Safety Grant Transfer Payment Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal for funding under the Municipal Fire Protection Grant be passed in open Council this 12th day of April, 2021.

- 11.1.8. **By-law 2021-72 (Property Sale) 206 Cathcart Street (JHCD Unlimited Inc. Frank Shunock)** 193 - 194

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-72 being a by-law to authorize the sale of surplus property being civic 206 Cathcart Street, legally described in PIN 31575-0160 (LT) to JHCD Unlimited Inc. (Frank Shunock) be passed in open Council this 12th day of April, 2021.

- 11.1.9. **By-law 2021-73 (Engineering) Boardwalk Remediation (Contract 2021-3E)** 195 - 197

A report from the Manager of Design and Transportation Engineering is on the Agenda.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-73 being a by-law to authorize the execution of the Contract between the City and EllisDon Civil Ltd. for the Boardwalk Remediation (Contract 2021-3E) be passed in open Council this 12th day of April, 2021.

- 11.1.10. **By-law 2021-74 (Zoning) 163 Foxborough Trail and 907 Third Line East** 198 - 201

Council Report was passed by Council resolution on March 29, 2021.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-74 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 907 Third Line East (Fox Run Subdivision), formerly referenced as 817 and 817A Third Line East be passed in open Council this 12th day of April, 2021.

- 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

- 11.3.1. **By-law (Lane Closing and Conveyance) Abutting 721 Wellington Street East** 202 - 204

By-law 2021-46 was passed first and second reading on February 22, 2021.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that By-law 2021-46 being a by-law to stop up, close and authorize the conveyance of a lane in the Eldridge Subdivision, Plan 1043 be read a THIRD time in open Council and passed this 12th day of April, 2021.

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

13. **Closed Session**

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that this Council move into closed session to discuss two items concerning two items concerning the disposition of land;

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

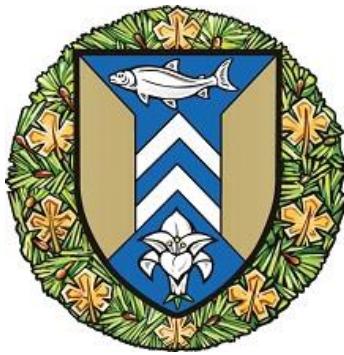
Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending disposition of land by the municipality

14. **Adjournment**

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, March 29, 2021
4:30 pm
Video Conference

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

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, P. Niro, D. Elliott, S. Hamilton Beach, D. McConnell, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, C. Taddo, V. McLeod

1. Adoption of Minutes

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

Resolved that the Minutes of the Regular Council meeting of March 8, 2021 be approved.

Carried

- 2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda**
- 3. Declaration of Pecuniary Interest**
- 3.1 Councillor D. Hilsinger – 2021 Cultural Financial Assistance Grants**

Employed by Algoma Arts Festival Association

3.2 Councillor S. Hollingsworth – A-5-21-Z.OP and 57T-21-502 163 Foxborough Trail and 907 Third Line East (Fox Run Developments (Sault) Inc. c/o Sam Biasucci)

Applicant is a client.

4. Approve Agenda as Presented

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the Agenda for March 29, 2021 City Council meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Autism Awareness Day

5.2 2021 Queenstown Board of Management Budget and 2020 Audit Report

Salvatore Marchese, Executive Director was in attendance.

5.3 A-5-21-Z.OP and 57T-21-502 163 Foxborough Trail and 907 Third Line East (Fox Run Developments (Sault) Inc.)

Sam Biasucci, Joey Biasucci, on behalf of the applicant, Peter Bortolussi and Josh Lelievre, agents for the applicant, and Janice Poulin Zurawinski, neighbour, were in attendance.

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that all the items listed under date March 29, 2021 – Agenda item 6 – Consent Agenda save and except Agenda item 6.19 be approved as recommended.

Carried

6.1 Federal Economic Development Initiative for Northern Ontario (FedNor)

Correspondence from the Northern Ontario Large Urban Mayors (Mayor Christian Provenzano, City of Sault Ste. Marie; Mayor Al McDonald, City of North Bay; Mayor Brian Bigger, City of Sudbury; Mayor George Pirie, City of Timmins; and Mayor Bill Mauro, City of Thunder Bay) to the Right Honourable Justin Trudeau, Prime Minister; and the Right Honourable Mélanie Joly, Minister of Economic Development and Official Languages was received by Council.

6.2 Ontario's Public Health Modernization Plan

Correspondence from the Northern Ontario Large Urban Mayors (Mayor Christian Provenzano, City of Sault Ste. Marie; Mayor Al McDonald, City of North Bay; Mayor Brian Bigger, City of

Sudbury; Mayor George Pirie, City of Timmins; and Mayor Bill Mauro, City of Thunder Bay) to the Honourable Doug Ford, Premier of Ontario was received by Council.

6.3 Delegation of Authority – Certain Federal and Provincial Funding Agreements

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

The relevant by-law 2021-64 is listed under item 11 of the Minutes.

6.4 Property Tax Appeals

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Taxation dated March 29, 2021 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act*.

Carried

6.5 2020 Investment Report

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Chief Financial Officer and Treasurer dated March 29, 2021 concerning the 2020 Investment Report be received as information.

Carried

6.6 2020 Honoraria and Expenses

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Chief Financial Officer and Treasurer dated March 29, 2021 concerning 2020 Honoraria and Expenses be received as information.

Carried

6.7 2021 Queenstown Board of Management Budget and 2020 Audit Report

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Chief Financial Officer and Treasurer dated March 29, 2021 concerning the Queenstown Board of Management Audited Financial Statements for the year 2020 be received and that the Downtown Association Budget for the year 2021 be approved.

Carried

6.8 Posting Expenses to Website

The report of the City Clerk was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the City Clerk dated March 29, 2021 concerning posting expenses to website be received as information and that:

- Quarterly budget vs. actual reports be posted to a page on the City's website;
- Summaries of employee travel expenses be reported annually along with the summary of Council/committee members' remuneration and expenses; and that both reports be posted to a page on the City's website.

Carried

6.9 Accessibility Advisory Committee

The report of the City Clerk and Planning Director was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the City Clerk and Planning Director dated March 29, 2021 concerning the Accessibility Advisory Committee be received as information and that the existing reporting and organizational structure be maintained.

Carried

6.10 Voter Engagement

The report of the Deputy City Clerk was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy City Clerk dated March 29, 2021 concerning Voter Engagement be received and that Council authorize staff to pursue a community engagement initiative regarding vote-counting equipment, alternative voting methods, and voting locations.

Carried

6.11 Sault Ste. Marie Airport Development Corporation – EDF Withdrawal

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated March 29, 2021 concerning the Sault Ste. Marie Airport Development Corporation Economic Development Fund project be received and that staff be authorized to release the commitment of \$200,000 earmarked for the Sault Ste. Marie Airport Development Corporation expansion project back to the Community Development Fund.

Carried

6.12 Homemaker and Nursing Services Program

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

The relevant By-law 2021-63 is listed under item 11 of the Minutes.

6.13 Investing in Canada Infrastructure Program 2022-2026

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Community Services dated March 29, 2021 concerning application to the Investing in Canada Infrastructure Program for 2022-2026 be received and that staff be authorized to submit the five year plan to the Investing in Canada Infrastructure Program Transit Stream.

Staff will bring the Transfer Payment Agreement(s) back to Council for approval when available. Staff will also be required to submit a yearly budget request as part of the annual budget process for Council review and approval.

Carried

6.14 Pointe des Chenes Transit

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Community Services dated March 29, 2021 concerning Pointe des Chenes Transit be received and that staff be authorized to:

1. Commence a one (1) year pilot for weekend and statutory holiday service for the summer of 2021 beginning Saturday June 26, 2021 and ending on Labour Day Monday September 6, 2021;
2. Utilize the 2021 Operating budget supported through Phase two (2) of the Safe Restart Program for COVID relief to facilitate the pilot;
3. Advise Local Immigration Partnership, Social Services and the Algoma Leadership Table to promote the opportunity.

Carried

6.15 2021 Cultural Financial Assistance Grants

Councillor D. Hilsinger declared a conflict on this item. (Employed by Algoma Arts Festival Association)

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

Correspondence received from Sault Symphony Orchestra and Mayor Provenzano's reply were also attached.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated March 29, 2021 concerning 2021 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board to allocate \$94,400 in the following amounts:

1. Northern Ontario Latin-Hispanic Association – \$5,000
2. Algoma Arts Festival Association – \$7,500.00
3. Algoma Conservatory of Music – \$20,000.00
4. Living History Algoma (Algoma 1812) – \$12,000.00
5. 4/4 Collective – \$535.00
6. Sault Symphony Association – \$3,764.00
7. Sault Theatre Workshop – \$5,000.00
8. Strawberry Moon Collective (Ode Imin Geezis) – \$7,072.00
9. The ArtSpeaks Project – \$11,750.00
10. The Sault Community Theatre Centre – \$4,000.00
11. Sault Film Festival – \$13,819.00
12. Thinking Rock Community Arts – \$3,960.00

be approved.

Carried

6.16 Arts and Culture Funding Update

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Recreation and Culture dated March 29, 2021 concerning Arts and Culture Funding Update be received and that:

1. \$40,000 of the approved Arts and Culture Funding be allocated to public art installations; and
2. Revisions to the Arts and Culture Assistance Program Guidelines be approved.

Carried

6.17 St. Marys River Heritage Walk Committee Update

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated March 29, 2021 concerning the St. Marys River Heritage Walk Committee Update be received as information.

Carried

6.18 Proposed Zoning Amendment for Outdoor Patios

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Planning and Enterprise Services dated March 29, 2021 concerning proposed Zoning By-law amendments for outdoor patios be received and that staff be directed to give the required public notice to eliminate parking requirements for seasonal outdoor patios.

Carried

6.20 Black Road Ditching – Agreement with Ministry of Transportation

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

The relevant By-law 2021-59 is listed under item 11 of the Minutes.

6.21 Asset Management Plan Phase I

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

Moved by: Councillor M. Shoemaker
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Land Development and Environmental Engineer dated March 29, 2021 concerning asset management be received and that staff be authorized to proceed with a Request for Proposal.

Carried

6.22 Property Declared Surplus – 0000 Third Line West

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

The relevant By-law 2021-58 is listed under item 11 of the Minutes.

6.19 Millworks Lease Agreement

The report of the Manager of Enterprise Services and Millworks was received by Council.

The relevant By-law 2021-62 is listed under item 11 of the Minutes; however, the by-law was not passed.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-5-21-Z.OP and 57T-21-502 163 Foxborough Trail and 907 Third Line East (Fox Run Developments (Sault) Inc. c/o Sam Biasucci)

Councillor S. Hollingsworth declared a conflict on this item. (Applicant is a client.)

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Senior Planner dated 2021 03 29 concerning A-5-21-Z.OP and 57T-21-502 be received and that Council approve the application in the following manner:

1. That Council approve Official Plan Amendment 231 by way of a notwithstanding clause to Policy HO.6, to waive the requirement that at least 30% of all dwelling units be affordable;

2. That Council rezone 163 Foxborough Trail by amending Special Exception 306 in the following manner:
 1. That in Block 2, single detached dwellings be added as a permitted use, in addition to the uses permitted in the R4 Zone.
 2. That Clause 5, which requires the resulting lots and buildings on Block 1 to be oriented in a manner such that rear yards are adjacent to 817 Third Line East be repealed.
3. That City Council approves an amended Draft Plan of Subdivision by replacing the Draft Plan dated June 17, 2011 with the amended Draft Plan dated February 12, 2021, subject to the conditions to Draft Approval attached as Appendix A.

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	10	0	1

Carried

7.8 Boards and Committees

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

8.1 Patio Fees

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor L. Dufour

Whereas COVID-19 has affected many businesses both locally and globally; and

Whereas the restaurant and hospitality industry has been plagued by restrictions during this pandemic; and

Whereas the City of Sault Ste Marie Planning Division in 2020 streamlined the process for patios, particularly in our downtown area; and

Whereas a Restaurants Canada survey estimated that one in ten restaurants may have to close permanently; and

Whereas the job losses in that same survey are estimated to be 300,000 Ontario-wide; and

Whereas municipal patio fees were waived for 2020;

Now Therefore Be It Resolved that municipal patio fees and fees for patio use of parking spaces continue to be waived for the 2021 season and that Planning continue to streamline the patio process as it is safer for our community to be outdoors, and we want to encourage our community to support our restaurants safely.

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

8.2 Development and Implementation of a Plan to Phase Out Gas-Fired Electricity Generation

Moved by: Councillor C. Gardi

Seconded by: Councillor M. Scott

Whereas the Government of Ontario is planning to increase reliance on gas-fired electricity generation from Ontario's gas-fired power plants, which is anticipated to increase greenhouse gas (GHG) pollution by more than 300% by 2025 and by more than 400% by 2040; and

Whereas Canada's temperature is rising more than double the rate of the rest of the world (which is in alignment with climate models and projections impacting northern climates most significantly); and

Whereas the City of Sault Ste. Marie participated in Northern Climate Change Network (NCCN) led by the Climate Risk Institute (CRI) which worked with five northern Ontario municipalities to advance their climate change adaptation planning and risk assessment efforts; and

Whereas, the CRI presented the City with the “Sault Ste. Marie Community Climate Change Risk Assessment Report” which was completed in February 2020. A variety of climate risks emerged as a high priority, in particular those associated with infrastructure damage (e.g., road washouts, loss of utility services and flooding); and

Whereas Sault Ste. Marie City Council has approved a plan to get the municipality’s greenhouse gas emissions to net zero by 2050; and

Whereas the Province of Ontario will adversely impact more than a third of the greenhouse gas reductions it achieved by phasing-out its dirty coal-fired power plants, due to a power plant built around ramping up gas-fired generation to replace the output of the Pickering Nuclear Station (scheduled to close in 2024); and

Whereas alternative options are available to reversing short-sighted cuts to energy efficiency programs and stop under-investing in this quick to deploy and low-cost resource, which include maximizing our energy efficiency efforts by paying up to the same price per kilowatt-hour (kWh) for energy efficiency measures as we are currently paying for power from nuclear plants (e.g., up to 9.5 cents per kWh); and

Whereas the Province of Ontario should continue to support renewable energy projects that have costs that are below what we are paying for nuclear power and work with communities to make the most of these economic opportunities; and

Whereas the Province of Ontario has alternative options to increasing gas-fired electricity generation, such as the Province of Quebec’s offer to receive low-cost 24/7 power from its water powered reservoir system as a possible alternative;

Now Therefore Be It Resolved that Mayor Provenzano on behalf of City Council and the City of Sault Ste. Marie request the Government of Ontario to place an interim cap of 2.5 mega tonnes per year on our gas plant and greenhouse gas pollution and develop and implement a plan to phase-out all gas-fired electricity generation by 2030 to ensure that Ontario meets its climate targets; and that a copy of this resolution be sent to the Premier of Ontario and to Ross Romano, MPP for Sault Ste. Marie.

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

Councillor M. Scott	X			
Results	11	0	0	
				Carried

8.3 2022 Municipal Election

Moved by: Councillor M. Shoemaker

Seconded by: Councillor D. Hilsinger

Whereas COVID-19 has caused formerly routine activities to require fundamental changes; and

Whereas voting has historically been done by congregating in enclosed spaces locations, which is known to present a significant risk of spreading COVID-19; and

Whereas elections that have taken place during the pandemic have seen a high percentage of voter turnout, including in the British Columbia provincial election in 2020, in the United States presidential election in 2020; and

Whereas other elections held during the pandemic have been fraught by delays due to rising COVID case numbers, such as the 2021 Newfoundland and Labrador provincial election; and

Whereas, though vaccines are set to be administered to all Canadians who want them in 2021, it is unknown if the coronavirus will re-occur seasonally or if it will be eradicated by vaccines; and

Whereas it is prudent for the City of Sault Ste. Marie to properly plan for foreseeable challenges to its electoral process;

Now Therefore Be It Resolved that the City Clerk's department be requested to investigate and report to Council on options for the City of Sault Ste. Marie to mail ballots to all registered voters in the City for the 2022 municipal election, and determine the safest method to have those ballots returned to the city, both with regard to the health and safety of the community, and the security of the ballot.

	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	10	1	0		Carried

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that all By-laws under item 11 of the Agenda save and except By-law 2021-62 under date March 29, 2021 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 2021-58 (Property) Declare 0000 Third Line West Surplus**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2021-58 being a by-law to declare the City owned property legally described as PIN 31611-0196 (LT) PT SEC 28 KORAH AS IN T903 (SECONDLY) EXCEPT T213583 & T347798; SAULT STE. MARIE being civic 0000 Third Line West, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 29th day of March, 2021.

Carried

- 11.1.2 **By-law 2021-59 (Agreement) Black Road Ditching (MTO)**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2021-59 being a by-law to authorize the execution of the Licence Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for a drainage ditch located on MTO property on Black Road be passed in open Council this 29th day of March, 2021.

Carried

11.1.3 By-law 2021-60 (Property Surplus and Sale) 148 Dacey Road

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2021-60 being a by-law to declare the City owned property legally described as PIN 31485-0105 (LT) PT LT 37 RCP H708 RANKIN LOCATION AS IN T306423; SAULT STE. MARIE, being civic 148 Dacey Road, as surplus to the City's needs and to authorize the disposition of the said property to the Sault Ste. Marie Housing Corporation or as otherwise directed be passed in open Council this 29th day of March, 2021.

Carried

11.1.4 By-law 2021-61 (Property Surplus and Sale) 23 Blake Avenue

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2021-61 being a by-law to declare the City owned property legally described as PIN 31550-0284 (LT) LT 84 PL 9110 ST. MARY'S; SAULT STE. MARIE, being civic 23 Blake Avenue, as surplus to the City's needs and to authorize the disposition of the said property to the Sault Ste. Marie Housing Corporation or as otherwise directed be passed in open Council this 29th day of March, 2021.

Carried

11.1.6 By-law 2021-63 (Agreement) DSSAB Homemaker and Nursing Services Program

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2021-63 being a by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board for the Homemaker and Nursing Services Program be passed in open Council this 29th day of March, 2021.

Carried

11.1.7 By-law 2021-64 (Delegation to the CAO) Funding Agreements

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2021-64 being a by-law to authorize the Chief Administrative Officer to execute and bind the Corporation to Funding Agreements between the City and The Province, and its various Ministries, and the Federal Government and its various Ministries when the agreement requires that an executed copy be provided back to the Provincial or Federal government in such a short time frame that it results in the agreement not being able to be

brought before Council for approval be passed in open Council this 29th day of March 2021. The delegation would ensure no loss of a funding opportunity for the City. The CAO would execute the time sensitive agreements after they have been reviewed by the Legal and Finance Departments.

Carried

11.1.5 By-law 2021-62 (Agreement) Millworks Lease

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2021-62 being a by-law to authorize a lease between the municipality and 1188004 Ontario Inc. with respect to Millworks Centre for Entrepreneurship be referred to staff for further detail.

	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	6	5	0

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 D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that this Council move into closed session to discuss two items concerning the acquisition of land; two items concerning the 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 matters without the need for a further authorizing resolution.

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

Carried

14. Adjournment

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



OFFICE OF THE MAYOR

PROCLAMATION

WHEREAS Overall, there was a 38.2% increase in opioid-related deaths across Ontario in the first 15 weeks of the COVID-19 pandemic (695 deaths) and the opioid-related emergency department visits in the province were approximately 1.5 times higher in 2020 compared to 2018 and 2019; and

WHEREAS Algoma had the highest opioid-related deaths and hospital-admissions rate in Ontario in 2020, and many people with substance use disorders face significant barriers in accessing treatment; and

WHEREAS The deaths of adults aged from 20 to 49 is increasing at an alarming rate, and a study by the Government of Canada found that the rate of opioid-related deaths in Ontario has tripled in past fifteen years, with the most significant increase in young adults; and

WHEREAS City Council passed a resolution on April 23, 2018 that recognized the opioid crisis along with the challenging and important work being undertaken by the local health care providers, front line workers, Save Our Young Adults, HIV AIDS Resource Program, Ontario Aboriginal HIV/AIDS Strategy and the Drug Strategy Committee and committed to continue supporting that work; and

WHEREAS City Council remains committed to supporting the efforts our community, raising awareness about this issue and combating the stigma associated with opioid addiction:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim **April 16th, 2021** as "**The National Day of Action on the Overdose Epidemic**" here in Sault Ste. Marie.

Signed,

Christian Provenzano
Mayor

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
8-Jun-15		Animation Cel Collection			Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.		S. Butland S. Myers
26-Sep-16	Legal	Off Road Vehicle Use on Municipal Roadways	K. Fields	Q4 2021	Initiating resolution June 22, 2015; Report September 26, 2016 – Agenda Item 6.10 – Council directed Legal to draft by-law; Report April 1, 2019 – Agenda Item 6.13 – status update on ATV By-law	Develop a comprehensive by-law to eliminate safety concerns of ATVs and UTV on municipally maintained streets by regulating allowable roads, in addition to speed limits and hours of operation.	J. Huppenen L. Turco
21-Nov-16	CAO	Employee Innovation Program	M. White	Q3 2021		SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017	F. Fata S. Hollingsworth
6-Mar-17	PW&ES	Millennium Fountain	L. Girardi T. Vair	Q3 2021	Initiating resolutions March 6, 2017; Report May 29, 2017 – Agenda Item 6.21 regarding water-based fountain	Outstanding from resolution - report on land based fountain in the area of Clergue and John Rowswell Parks including one-time costs, ongoing annual costs, time lines associated with change from water-based fountain to creating a new land-based fountain and possible sponsorship	S. Myers S. Hollingsworth
8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q2 2021	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown development priorities. Will also tie into branding work being undertaken by FutureSSM and STC	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids	P. Christian S. Butland
26-Jun-17	CD&ES Legal	Weekend Downtown Street Closures	T. Vair K. Fields	Q2 2021	Information was presented to the DTA Board in November 2019; information was presented to membership at AGM March 2021; DTA report expected Q2 2021	Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.	M. Shoemaker S. Hollingsworth

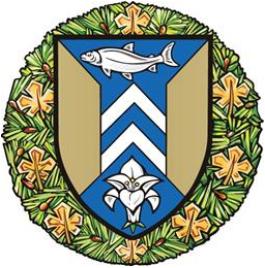
11-Sep-17	Legal	Red Pine Drive	K. Fields	Q2 2021	Pending	Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M. Shoemaker J. Krmpotich
23-Oct-17	CD&ES	There's an App for That	T. Vair	Q3 2021	FutureSSM team in collaboration with City IT to examine opportunity to create and fund this app	Develop an app where information on City services can be obtained (maps of heritage properties, recreational facilities, corporate events calendar, etc.)	M. Shoemaker J. Hupponen
11-Dec-17	CD&ES	Downtown Safety Strategy	T. Vair	Q2 2021	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown priorities.	Identify a downtown safety strategy and include as part of the Downtown Development Strategy (in consultation with Sault Ste. Marie Police Service, Downtown Association, and other related community groups seeking to increase public safety).	S. Hollingsworth S. Myers
20-Feb-18	CD&ES	Long Term Beds	D. McConnell	Q2 2021		Investigate the potential for a community improvement plan for long term care homes.	M. Shoemaker R. Niro
9-Apr-18	CD&ES	Snow Dumps	D. McConnell	Q3 2021		Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible	M. Shoemaker S. Butland
9-Apr-18	Corporate Services	Open Data	F. Coccimiglio	Q2 2021		Research, develop and draft an open data plan and strategy for the municipal corporation	S. Hollingsworth S. Butland
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	M. White T. Vair	Q2 2021	Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work; and the James Street Neighbourhood Strategy October 26, 2020 – Agenda item 7.7.1	Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates	M. Shoemaker R. Niro
28-May-18	CD&ES	National Housing Strategy Plan	D. McConnell	Q3 2021		Coordinate with Social Services to determine where new social and community housing can be developed, what resources are available and what role the City can play in ensuring availability of property for development including whether property needs to be acquired or re-zoned	M. Shoemaker O. Grandinetti
11-Jun-18	Legal	Upgrades to Class D Gravel Roads	K. Fields		Pending	Investigate the acquisition of remaining existing class D road private rights-of-way	J. Krmpotich S. Butland

10-Dec-18	CD&ES	MPAC Real Property Assessment	D. McConnell	Q4 2021	Report August 12, 2019 – Agenda Item 6.5; further direction to develop framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units owned by property developers remain partially exempt from assessment and/or taxation pending sale of the unit to a third party	Determine which policy or procedure to implement so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.	M. Shoemaker P. Christian
10-Dec-18	Corporate Services	Sault Ste. Marie Voter Engagement Plan	R. Tyczinski	Q2 2021	Report March 29, 2021 – Agenda Item 6.10 – Council approved a community engagement initiative – report back Q2 2021	Recommendations for 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote.	M. Shoemaker D. Hilsinger
4-Mar-19	CD&ES	Active Transportation	D. McConnell	Q2 2021		Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker
18-Mar-19	CD&ES	Public Input Sessions in Rezoning Application Process	D. McConnell	Q4 2021		Report on feasibility of making public input sessions part of the rezoning application process (with input from local developers).	P. Christian M. Shoemaker
18-Mar-19	CD&ES	Green Laneways	D. McConnell	Q4 2021		Investigate success of green laneways in other Canadian cities and prepare feasibility report on green laneway pilot project for Sault Ste. Marie.	M. Shoemaker L. Dufour
18-Mar-19	Corporate Services	Review of City of Sault Ste. Marie Procurement Policy	S. Schell	Q3 2021		Review of procurement policy to ensure that one of the criteria considered when procuring goods or services is the environmental impact of said procurement and report back with a recommended policy	M. Shoemaker C. Gardi

1-Apr-19	CD&ES	Municipal Autism Strategy	N. Scott	Q2 2021	Strike a sub-committee dedicated to working with community partners to develop a municipal autism strategy to assist families, caregivers and individuals dealing with an autism diagnosis and to create a roadmap for the autism community in shaping the future development of our community	L. Vezneau-Allen C. Gardi	
6-May-19	CD&ES Legal	Transient Accommodations	D. McConnell K. Fields	Q2 2021	Report with best practices in other municipalities and recommendations on a framework that permits transient accommodation consistent with and respectful of residential neighbourhoods.	C. Gardi M. Scott	
21-May-19	CD&ES	Downtown Trolley	T. Vair	Q2 2021	Study, review, consult and subsequently advise council of the feasibility of implementing a Downtown Trolley	M. Shoemaker P. Christian	
17-Jun-19	CD&ES FutureSSM	Knowledge-Based Industry Recruitment Task Force	T. Vair	Q2 2021	Task Force comprised of Innovation Centre, EDC and FutureSSM to develop a targeted recruitment plan to attract and retain remote workers in the knowledge-based industry from the Greater Toronto area to locate to our community.	L. Dufour M. Scott	
15-Jul-19	CD&ES	Complete Streets Plan – Pine/Willow Area	D. McConnell	Q4 2021	Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house.	D. Hilsinger M. Shoemaker	
9-Sep-19	PW&ES	Northern Avenue East/Sackville Road Intersection	L. Girardi C. Rumiel	Q4 2021	Pedestrian counts during the pandemic would be inaccurate	Conduct a full study of this intersection to determine if it warrants the provision of a school crossing guard and report back to Council	R. Niro M. Bruni
7-Oct-19	CD&ES	Indoor Mausoleum Feasibility	T. Vair	Q2 2021	March 9, 2020 – Agenda Item 6.3 – report back Q2 2021	Review feasibility of indoor mausoleums and gauge demand through community outreach	M. Shoemaker R. Niro

4-Nov-19	Legal	Shopping Cart Management Plan	K. Fields	Q2 2021	Draft a by-law requiring retailers that use shopping carts to develop a shopping cart management plan for the retrieval and return of abandoned shopping carts outside of that retailer's property boundaries ensuring enforcement mechanisms are in place for retailers that do not comply or uphold their shopping cart management plan, once developed, or, alternatively, that penalties are in place for failing to develop a shopping cart management plan.	M. Shoemaker M. Bruni
6-Jan-20	CAO	Service Delivery Review	M. White	Q2 2021	Report with proposed actions for each of the Service-Focused Opportunities for Consideration listed in Third Party Service Review Report.	M. Shoemaker R. Niro
6-Jan-20	PW&ES	Elimination of Plastic Bags	L. Girardi	Q2 2021	Consider and report on a process to discourage/eliminate use of plastic bags including a plan for the municipality to reduce and eliminate its use of plastic bags and single use plastics; staff to consult with community stakeholders to receive comment, feedback, input.	C. Gardi D. Hilsinger
20-Jan-20	CAO Fire Services	Warming Shelters	Malcolm White Peter Johnson	Q2 2021	Review current warming shelter plan, recommend the necessary adjustments based on community needs	M. Shoemaker D. Hilsinger
3-Feb-20	CD&ES	Best for Kids Transit Pilot Project	T. Vair	Q4 2022	March 9, 2020 – Agenda Item 6.2 – report back Q1 2021; October 13, 2020 – Agenda Item 6.1 – expand program for two years and report back	Investigate feasibility of a Transit Services pilot project to run from June 27, 2020 to September 6, 2020, providing free bus rides on weekends to children and their parents attending the Splash Pad, Pump Track, Manzo Pool, Greco Pool and Skateboard Park and report back to Council.
24-Feb-20	CD&ES	Snowmobile Road Use	T. Vair	Q4 2021	Investigate feasibility of allowing snowmobiles to use municipal roads for a limited period.	S. Hollingsworth P. Christian
14-Sep-20	CD&ES	Provincial / Municipal Grants for Upgrading Homes	Don McConnell	Q2 2021	Review provincial-municipal grant programs to assist fixed income homeowners with upgrades and maintenance of their homes.	M. Shoemaker P. Christian
28-Sep-20	CD&ES	Commercial Assessment Growth Community Improvement Program	Don McConnell	Q2 2021	Investigate adding any and all commercial assessment growth as an eligible category to the Community Improvement Program.	M. Shoemaker R. Niro
28-Sep-20	CD&ES	Vacant Buildings Community Improvement Program	Don McConnell	Q2 2021	Investigate a Community Improvement Program for vacant buildings.	M. Shoemaker L. Dufour

13-Oct-20	PW&ES	Blake Avenue	Don Elliott	Q3 2021	Bring forward a plan for the upgrade of Blake Avenue to Class A services to be considered in the Capital Transportation Plan.	M. Shoemaker L. Dufour
9-Nov-20	CD&ES	Downtown Safety	Tom Vair	Q2 2021	Investigate and report on options to increase safety in the downtown (could include either surveillance or security patrols in the downtown core) during non-core hours; determine if partnerships with downtown merchants, the private sector, or the Downtown Association can facilitate.	M. Shoemaker L. Dufour
30-Nov-20	PW&ES	Derelict Properties	Don Elliott Freddie Pozzebon	Q3 2021	Investigate existing programs in Ontario municipalities that incentivize or provide assistance in the demolition of derelict or unsafe or abandoned properties and propose a comprehensive plan to City Council for implementation.	M. Shoemaker P. Christian
8-Mar-21	Legal	Contracted Legal Counsel	Karen Fields	Q2 2021	Prepare a report outlining how an additional lawyer could be funded from a corresponding decrease in the Contracted Legal Counsel budget in 2021, with adjustments for 2022 made as necessary during budget deliberations.	L. Dufour P. Christian
8-Mar-21	PW&ES	By-law Enforcement	Don Elliott	Q2 2021	Report on funding part time by-law officer position for 2021, potentially from a vacant buildings registration fee, administration fees from contracted services for compliance, and additional adjustments being made during the 2022 Budget.	L. Dufour P. Christian
29-Mar-21	Corporate Services	2022 Municipal Election	R. Tyczinski	Q2 2022	Investigate vote by mail options for all registered voters in the 2022 municipal election, with considerations for health and safety, and ballot security.	M. Shoemaker D. Hilsinger
29-Mar-21						



The Corporation of the City of Sault Ste. Marie

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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Marlow, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Foundation Restoration Repair – Old Stone House Ermatinger-Clergue National Historic Site (ECNHS)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for Foundation Restoration Repair at the ECNHS, as required by the Recreation & Culture Division of Community Development and Enterprise Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

A need for repairs to foundation of ECNHS had been established through its Rehabilitation Project. The tender was publicly advertised. Pre-bid site meetings were held on February 11, 2021 at 2:30pm and on February 25, 2021 at 3:30pm of which attendance was mandatory for at least one of the meetings. Seven interested bidders attended. Tenders closed on March 4, 2021 at 12:00:00 pm.

ANALYSIS

Submission from two bidders was received prior to closing deadline:

Nu-Style Construction Co. Ltd.
Robertson Restoration

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project Pinchin Ltd., and City staff representation from CDES and Purchasing. Pinchin's report concerning the tenders received is attached for your reference.

FINANCIAL IMPLICATIONS

The low tendered price meeting specifications as recommended by the review committee, including a 10% contingency allowance is \$158,400; HST being fully rebatable.

Tender for Foundation Restoration Repair – Old Stone House Ermatinger-Clergue

National Historic Site (ECNHS)

Page 2

Funding in the amount of \$338,000 for the ECNHS Rehabilitation Project was approved from three sources

- \$143,000 out of the Asset Management Reserve during the 2019 budget deliberations for the following projects:
 - Old Stone House windows \$60,000
 - Old Stone House basement \$75,000
 - Old Stone House chimneys \$ 8,000
- \$100,000 August 10, 2020 Council Report access of Historic Sites Trust Fund Reserves
- \$95,000 grant dollars through Rural Economic Development (RED) Program

The tendered amount can be accommodated from within this allocation.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2021 04 12 be received and the recommendation that the tender for Foundation Restoration Repair at the ECNHS be awarded to Robertson Restoration (818185 Ontario Inc.), at their low tendered price, meeting specifications, of \$158,400.00 plus HST.

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

Respectfully submitted,



Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca



March 11, 2021

The Corporation of the City of Sault Ste. Marie
99 Foster Drive – Level 2
Sault Ste. Marie, ON P6A 5X6

E-mail: t.gowans@cityssm.on.ca

Attention: Tim Gowans

Re: **Foundation Restoration/Repair – Summary of Tender Results R.1**
Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario
Pinchin File: 279469

Pinchin is pleased to provide a Summary of Tender Results for the Foundation Restoration/Repair project at the Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario.

Pre-bid site meetings were held on February 11, 2021 at 2:30pm and on February 25, 2021 at 3:30pm, of which attendance was mandatory for at least one of the meetings. Interested bidders that attended at least one of the mandatory pre-bid site meetings included the following:

- Nu-Style Construction Co. Ltd.;
- Goodmen Corporation;
- Martineau Masonry;
- Ruscio Masonry & Construction Ltd.;
- Jobst Brothers Construction;
- Viotto & Sons Construction Inc.; and
- Robertson Restoration (818185 Ontario Inc.).

The deadline for bids to be received was Thursday, March 4, 2021 at 12:00:00pm. Nu-Style Construction Co. Ltd. and Robertson Restoration submitted bids in sealed envelopes to The Corporation of the City of Sault Ste. Marie, Civic Centre – Level 4, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6 prior to the bid submission deadline.

Both contractors included the required 10% bid bond and agreement to bond (surety's consent) with their bids. Nu-Style Construction Co. Ltd. also included a certificate of insurance and Workplace Safety and Insurance Board (WSIB) clearance certificate.



Nu-Style Construction Co. Ltd. acknowledged receipt of Addendums No. 1-3 within their Bid Form.

Robertson Restoration acknowledged receipt of Addendums No. 1-3.

The bids received are summarized within Table 1.

Table 1: Summary of the Base Bids received:

Contractor	Base Bid Subtotal 2 (Including 10% Contingency Allowance)	HST	Total	Schedule
Nu-Style Construction Co. Ltd.	\$372,900.00*	\$48,477.00	\$421,377.00	2021-03-22 to 2021-06-18*
Robertson Restoration	\$158,400.00	\$20,592.00	\$178,992.00	2021-03-22 to 2021-06-18

* Note: Nu-Style Construction Co. Ltd. did not fully breakdown their bid amounts as requested in the Bid Form. They also specified that Permits are to be paid by the Owner.

** Note: Within Nu-Style Construction Co. Ltd.'s Bid Form, Section 2.0 Schedule, "Weather Permitting" was added as a note.

Robertson Restoration is the lowest bidder. Based on our review of the bids received, Pinchin would recommend Robertson Restoration as the successful bidder for the Foundation Restoration/Repair project located at the Old Stone House - Ermatinger-Clergue National Historic Site, Sault Ste. Marie, Ontario.

Should you have any questions or concerns regarding the contents of this letter, please contact the undersigned.

Yours truly,

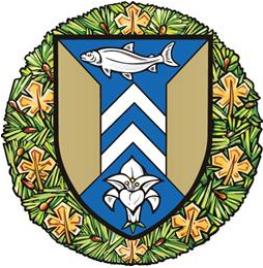
Pinchin Ltd.

Prepared by:

Jocelyn Howes, B.Sc., EIT
Project Manager
613.592.3387 ext. 1812
jhowes@pinchin.com

Reviewed by:

Majid Milani-Nia, P.Eng.
Senior Project Engineer
613.592.3387 ext. 1805
mmilaninia@pinchin.com



The Corporation of the City of Sault Ste. Marie

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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Marlow, Manager of Purchasing

DEPARTMENT: Finance Department

RE: for Roof Replacement – Roberta Bondar Park (RBP)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for Roof Replacement at the Roberta Bondar Park marina building, as required by the Recreation & Culture Division of Community Development and Enterprise Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The need for replacement of roof at Roberta Bondar Park marina building has been identified within Asset Management Plan from CDES staff. The tender was publicly advertised. A mandatory pre-bid site meeting was held on February 11, 2021 at 1:00pm of which six interested bidders attended. Tenders closed on March 9, 2021 at 12:00:00pm.

ANALYSIS

Submission from three bidders was received prior to closing deadline:

Nu-Style Construction Co. Ltd.
Maverick & Son Exteriors and Consulting Services Inc.
Pro North Roofing

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project Pinchin Ltd., and City staff representation from CDES and Purchasing. Pinchin's report concerning the tenders received is attached for your reference.

FINANCIAL IMPLICATIONS

The low tendered price meeting specifications as recommended by the review committee, including optional topside concrete repairs is \$154,160.00; HST being fully rebatable.

Funding in the amount of \$230,000.00 for the Project was approved from the following sources:

- \$130,000 out of the Asset Management Reserve from 2020 Capital Budget deliberations
- \$100,000 out of the Asset Management Reserve from 2021 Capital Budget deliberations

The tendered amount can be accommodated from within this allocation.

Including engineering fees, the total estimated project cost is \$172,000.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2021 04 12 be received and the recommendation that the tender for Roof Replacement at the Roberta Bondar Park marina building be awarded to Maverick & Son Exteriors and Consulting Services Inc., at their low tendered price, meeting specifications, of \$158,400.00 plus HST.

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

Respectfully submitted,



Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca



March 12, 2021

The Corporation of the City of Sault Ste. Marie
99 Foster Drive – Level 2
Sault Ste. Marie, ON P6A 5X6

E-mail: k.thomas@cityssm.on.ca

Attention: Kristine Thomas

Re: **Roof Replacement – Summary of Tender Results**
65 Foster Drive, Sault Ste. Marie, Ontario
Pinchin File: 271874

Pinchin is pleased to provide a Summary of Tender Results for the Roof Replacement project at the 65 Foster Drive, Sault Ste. Marie, Ontario.

A mandatory pre-bid site meeting was held on February 11, 2021 at 1:00pm. Interested bidders that attended the mandatory pre-bid site meeting included the following:

- Nu-Style Construction Co. Ltd.;
- Goodmen Corporation;
- Duoro Roofing & Sheet Metal Contractors Ltd.
- Maverick & Son Exteriors and Consulting Services Inc.;
- Pro North Roofing (1372055 Ontario Limited); and
- Flynn Canada Ltd.

The deadline for bids to be received was Tuesday, March 9, 2021 at 12:00:00pm. The following contractors submitted bids in sealed envelopes to The Corporation of the City of Sault Ste. Marie, Civic Centre – Level 4, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6 prior to the bid submission deadline:

- Nu-Style Construction Co. Ltd.;
- Maverick & Son Exteriors and Consulting Services Inc.; and
- Pro North Roofing (1372055 Ontario Limited).

All three contractors acknowledged receipt of Addendum No. 1 and included the required 10% bid bond and agreement to bond (surety's consent) with their bids.

**Roof Replacement – Summary of Tender Results**

65 Foster Drive, Sault Ste. Marie, Ontario

The Corporation of the City of Sault Ste. Marie

March 12, 2021

Pinchin File: 271874

Nu-Style Construction Co. Ltd. also included a certificate of insurance and Workplace Safety and Insurance Board (WSIB) clearance certificate. Maverick & Son Exteriors and Consulting Services Inc. also included a letter from the roof system manufacturer, Soprema, indicating they are an approved applicator, an Ontario Industrial Roofing Contractors Association (OIRCA) certificate, and a Canadian Roofing Contractors Association (CRCA) certificate. Pro North Roofing also included a certificate of insurance.

The bids received are summarized within Tables 1 and 2.

Table 1: Summary of the Base Bids received.

Contractor	Base Bid Subtotal 2 (Including 10% Contingency Allowance)	HST	Total	Schedule
Nu-Style Construction Co. Ltd.	\$216,700.00	\$28,171.00	\$244,871.00	ASAP (no duration provided)
Maverick & Son Exteriors and Consulting Services Inc.	\$149,160.00	\$19,390.80	\$168,550.81	2021-05-01 to 2021-06-01
Pro North Roofing	\$214,830.00	\$27,927.90	\$242,757.90	2021-05-01 to 2021-05-31

Table 2: Summary of the Base Bid plus Optional Item (topside concrete repairs).

Contractor	Base Bid & Optional Bid Item	HST	Total
Nu-Style Construction Co. Ltd.	\$236,700.00	\$30,771.00	\$267,471.00
Maverick & Son Exteriors and Consulting Services Inc.	\$154,160.00	\$20,040.80	\$174,200.80
Pro North Roofing	\$220,330.00	\$28,642.90	\$248,972.90

Based on our review of the bids received, Maverick & Son Exteriors and Consulting Services Inc. is the lowest compliant bidder for both the Base Bid and Optional Item. Pinchin would recommend Maverick & Son Exteriors and Consulting Services Inc. as the successful bidder for the Roof Replacement project located at the 65 Foster Drive, Sault Ste. Marie, Ontario.



Roof Replacement – Summary of Tender Results

65 Foster Drive, Sault Ste. Marie, Ontario

The Corporation of the City of Sault Ste. Marie

March 12, 2021

Pinchin File: 271874

Should you have any questions or concerns regarding the contents of this letter, please contact the undersigned.

Yours truly,

Pinchin Ltd.

Prepared by:

A handwritten signature in black ink that reads "Jocelyn Howes".

Jocelyn Howes, B.Sc., EIT

Project Manager

613.592.3387 ext. 1812

jhowes@pinchin.com

Reviewed by:

A handwritten signature in black ink that reads "Majid Milani-Nia".

Majid Milani-Nia, P.Eng.

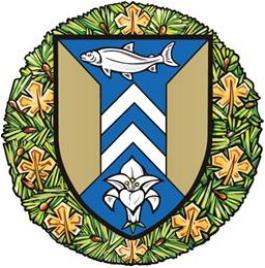
Senior Project Engineer

613.592.3387 ext. 1805

mmilaninia@pinchin.com

271874 Bid Summary Letter Roof Replacement 65 Foster Dr SSM ON CCSSM.docx

Template: Master Letter Template, March 15, 2019



The Corporation of the City of Sault Ste. Marie

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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Indoor Mausoleum Feasibility Update

PURPOSE

The purpose of this report is provide Council an update as a follow up to the request to assess the demand for building an indoor mausoleum and corresponding recommended course of action.

BACKGROUND

At a Council meeting dated October 7, 2019 the following resolution was passed.

Indoor Mausoleum Feasibility

Whereas a number of residents have expressed the desire for indoor mausoleums at the City's cemeteries as can be found in many cities throughout Ontario; and

Whereas it is prudent for the City to test the demand in the market for indoor mausoleums;

Now Therefore Be It Resolved that staff be requested to review the feasibility of indoor mausoleums and attempt, through community outreach, to gauge the demand that might exist in Sault Ste. Marie for indoor mausoleums, and report back to Council with a recommendation on whether or not to pursue indoor mausoleums as a future expansion option in Sault Ste. Marie's cemeteries.

At a Council meeting dated March 9, 2020 the following resolution was passed.

Resolved that the report of the Director of Community Services dated 2020 03 09 concerning Indoor Mausoleum Feasibility be received and that inquiries regarding an indoor mausoleum be tracked and reported to Council in approximately one year.

Indoor Mausoleum Feasibility Update

April 12, 2021

Page 2.

Furthermore, at a Council meeting dated January 25, 2021 the following resolution was passed.

Resolved that the report of the Director of Community Services dated January 25, 2021 concerning Mausoleum Update be received as information.

ANALYSIS

Cemetery and Clerks staff have been tracking interest arising from the potential construction of an indoor mausoleum as tasked by last year's Council resolution. To date there has only been one (1) inquiry brought forward even with the media coverage of the request to study indoor mausoleum feasibility. Staff had suggested that at least interest from fifty (50) per cent of the build be obtained before a project of this size is pursued. It was also recommended that a supporting deposit be secured which would be held in trust by the City. The cost of an indoor mausoleum is as much as three times the cost (\$3M) of an outdoor mausoleum (\$1M).

In addition to the incremental up front costs there would also be additional costs if the indoor facility were to be heated on an ongoing basis. A review of other communities with indoor mausoleums indicated that the cost would be appreciably higher than projects we have undertaken in past years. As noted in the report to Council dated January 25, 2021, the Cemetery was sold out of mausoleum crypts in early 2020. The construction of the 15th outdoor mausoleum was completed in November 2020. The newest construction brought total mausoleum structures in place to twenty two (22), built in fifteen (15) phases. For the latest build, Single and Companion Crypts went on sale on November 30, 2020 and interest was very high resulting in 100 of the 144 crypts being purchased in the first couple of days resulting in a two (2) day payback on investment. As of March 24, 2021, there are only 28 single crypts available and companion crypts are sold out. This indicates that the City will likely run out by the end of 2021 or early 2022 if historical purchasing trends remain.

There is a master plan for mausoleum development and sufficient demand exists to support future expansion. Expansion is contingent on the reserve, which is mainly funded from the following sources:

1. Cremation Services
2. Plot Sales
3. Crypt and Niche Sales
4. Interment

Construction has historically been supported from the Cemetery Reserve once it meets the required threshold. The 2020 uncommitted Cemetery Reserve Fund balance is \$730,000. The last build amounted to \$1,067,000 plus HST. It typically takes between three (3) to five (5) years to build the reserve up to a point where a new mausoleum can be considered for construction. Staff are recommending that the Municipality continue to focus on outdoor mausoleum structures where demand remains strong. Sales for the latest build within the first few days were the

highest it has been for mausoleum sales since the service was first introduced in Sault Ste. Marie in 1983. The plan supports room for eight (8) to nine (9) more mausoleums, depending on demand and size. Current demand indicates the practical need for a new mausoleum in the near future. Pricing analysis is undertaken regularly to ensure our pricing is in line with other Northern Ontario municipalities.

In summary, given the challenges to replenish the Cemetery reserve to meet the existing outdoor Mausoleum requirements, it is not recommended to move forward with an indoor mausoleum build at this time unless significant demand is received from the community.

FINANCIAL IMPLICATIONS

The recommended option will not impact the 2021 Operating Budget. City staff will bring forward a recommendation for a future outdoor mausoleum build when the reserve reaches a level that would support construction or during the budget year inventory runs out. This may entail a future capital allocation or debt financing option to make up for what the Cemetery Reserve may not support.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2020-2023 in a number of ways.

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

RECOMMENDATION

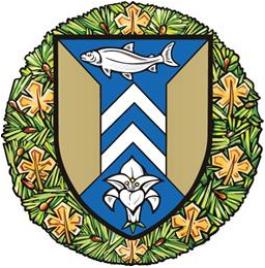
It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated April 12, 2021 be received and the recommendation for staff bring forward a capital request for approval to construct a new outdoor mausoleum as part of the 2022 or 2023 budgeting process subject to remaining crypts available for sale.

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

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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Partnership with Sault YMCA for Day Camp Services

PURPOSE

This report has been prepared for Council's approval to waive rental fees in support of the Sault YMCA providing day camp services at the John Rhodes Community Centre for the timeframe of July 5, 2021 to August 27, 2021.

BACKGROUND

The YMCA has been a long time provider of day camps for youth in our community during the summer months. Due to COVID-19 there have been restrictions placed on the number of participants that may be in a space at one time therefore limiting the number of youth that can attend day camps at existing locations.

In addition, there are new, extensive cleaning protocols and social distancing requirements that must be followed. The YMCA continues to work closely with Algoma Public Health to determine the steps required to deliver impacted programming.

<https://ssmymca.ca/day-camps/day-camp-options/>

At a Council meeting dated June 29, 2020 the following resolution was passed.

Resolved that the report of the Director of Community Services dated 2020 06 29 concerning Partnership with Sault YMCA for Day Camp Services be received and that rental and labour fees in the amount of \$38,432 for the use of the Northern Community Centre and John Rhodes Centre by the YMCA be waived.

The YMCA has recently contacted (Appendix A) the City to request access similar to last year at the John Rhodes Community Centre. This will support programming that traditionally has been accommodated at existing YMCA locations, which continue to be constrained due to the pandemic.

Partnership with Sault YMCA for Day Camp Services

April 12, 2021

Page 2.

Day camps remain eligible to be open under the direction of provincial and local health authorities.

ANALYSIS

City staff has reviewed various options and agree that the John Rhodes Community Centre (JRCC) would be a prime location. This site was utilized as part of last year's partnership.

The main reason this location is recommended is based on the following:

1. Prime access point providing both indoor meeting space and access to the indoor pool.
2. Fully accessible location.
3. Ability to assist with cleaning requirements utilizing City Staff.
4. The JRCC has both supervisory and operational staff on hand to address any operational concerns that may arise while programming is taking place.
5. Proximity to nearby amenities (outdoor greenspace, Splash Pad etc.).

The YMCA will deliver all programming with their trained staff and provide spot cleaning throughout the day to high touch point areas. YMCA staff will also be responsible to ensure all guidelines are followed under directives provided both locally through APH and under Provincial order. The City will ultimately remain responsible as the owner of the facilities and will work closely with the YMCA to ensure ongoing compliance.

The support of youth and families during this difficult time is in great need. Staff recommend supporting the request as presented.

FINANCIAL IMPLICATIONS

There will be forgone waived user rental fees in the amount of \$5,564 for the timeframe July 5, 2021 to August 27, 2021. Incremental cleaning will be accommodated utilizing additional staff onsite covering off requirements for the facility in alignment with COVID guidelines.

Operational Requirements	Hours/Wk	Hourly/Rate	No. of Wks	Total
Location	Per Day	Days/Wk	No. of Wks	
Rental Fee - JR Meeting Rm 2	\$ 121.40	5	8	\$ 4,856
Pool Rental - group rate (3 Groups/ Hour at \$14.75)	\$ 44.25	2	8	\$ 708
Total				\$ 5,564

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2020-2023 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.

Partnership with Sault YMCA for Day Camp Services

April 12, 2021

Page 3.

- 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 April 12, 2021 be received and that Council support the partnership with the Sault YMCA for Day Camp Services including swims to provide use of the John Rhodes Centre by the YMCA and waive rental fees amounting to \$5,564 be approved.

Respectfully submitted,



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



Appendix A

Sault Ste. Marie YMCA
235 McNabb Street
Sault Ste. Marie, ON P6B 3Z2
T. 705.949.3133 F.705.949.3344
sssymca.ca

March 23, 2021

Mayor and Council
CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON
P6A 5X6

Dear Mayor and Council,

I am writing this letter to request your consideration to once again approve a partnership opportunity between the City of Sault Ste. Marie and the Sault Ste. Marie YMCA. The Y has been serving the families and children in our community for over 120 years. This includes quality licensed childcare, wellness opportunities, programming and summer daycamps that are accessible to everyone. In a typical summer we would provide a safe and fun summer experience for over 2000 children in Sault Ste. Marie and Algoma.

The YMCA like other facilities in Sault Ste. Marie shut down operations on March 16, 2020 to support community efforts to fight COVID-19. During the first closure we pivoted our work from a traditional facility based setting to provide free services for the community when they were needed most. This included being the first site to provide emergency childcare opening April 13, 2020, collaborating with other YMCA's to provide YMCA at Home (a virtual Y experience) and moving important services such as employment and fitness programming online.

As the Province has moved into a color coded framework, we have been provided with important direction and protocols in order to be able to provide daycamp services once again. Due to restrictions on permitted cohort numbers for camps at our facility, our capacity has been greatly reduced. In addition to reduced capacity the closure of our facility for 6 months in the last year has had a significant impact on our revenue.

We do plan to offer daycamps to those who need this service starting July 5th until August 27th for 8 weeks. It is our hope that you will consider a partnership opportunity to provide space at the John Rhodes Community Centre and some pool time to host 1 additional cohort for this same 8 week period which would offer 13 weekly daycamp spaces for children in our community. We would ask that one hour two days a week would be dedicated to camp swims with usage of the slide. With the donation of this space the Y would provide one additional Pop-Up Camp:



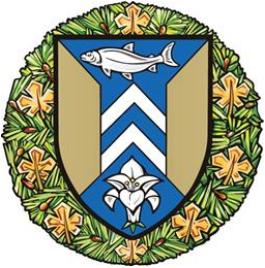
- Registration services including access to subsidy
- Trained staff at a ratio of 13:2
- Sanitization and distancing protocols with the support of Algoma Public Health
- Mandatory Health Screening for all staff and day campers
- Daily attendance records of all camper participating in programming for contact tracing
- Strict child protection policies which would apply to any offsite camp
- FUN!

I look forward to the opportunity to partner to provide this important community service. Thank you for your consideration and we would be happy to answer any further questions you may have.

Sincerely,

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

Anne Markkula CPA, CMA
Acting CEO/CFO
Anne.markkula@ssmymca.ca



The Corporation of the City of Sault Ste. Marie

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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Travis Anderson, Director Tourism and Community Development

DEPARTMENT: Community Development and Enterprise Services

RE: Memorandum of Understanding- Algoma Trails Network

Purpose

The purpose of this report is to seek Council's permission to enter into a Memorandum of Understanding between The City of Sault Ste. Marie, The Sault Ste. Marie Economic Development Corporation (SSMEDC), The Sault Ste. Marie Region Conservation Authority (SSMRCA) and the Sault Cycling Club (SCC) for the purpose of defining the roles and responsibilities as it relates to the development and maintenance of the Algoma Trail Network (ATN), under By-law 2021-68.

Background

The Tourism & Community Development Department, working in partnership with the SSMEDC, SSMRCA & SCC have been working towards expanding the local mountain bike trail network, through the development of the Algoma Trail Network (ATN). The development of the ATN will increase recreational opportunities for residents of Sault Ste. Marie, as well as provide greater opportunities for tourism, including the opportunity to host provincial and national-level mountain bike events.

The first phase of the Algoma Trail Network (ATN) project will result in the development and construction of ~20 km of purpose built, high quality multi-use mountain bike trails extending from within Sault Ste. Marie city limits into the surrounding region of the Algoma District. With unique northern landscapes and proximity to international markets, the region of Algoma is well positioned to become Ontario's premier mountain biking destination.

With the advent of winter fat tire biking, mountain bike tourism has become a four-season phenomenon with a demonstrated increase in participation year over year. In 2016, cycle tourism in Ontario generated \$517 million accounting for 1.9% of total visitor spending and over 1.6 million visits (Cycle Tourism in Ontario Report 2019- Ontario by Bike). The same report identifies the resurgence of mountain

Memorandum of Understanding- Algoma Trails Network

April 12, 2021

Page 2.

bike tourism representing a significant portion of cycle tourism visits. Our closest comparators in the US Market (Marquette MI, Copper Harbour MI and Duluth MN) all see a robust increase in tourists annually.

On May 17, 2019, the SSMEDC submitted an application to the Federal Government- FedNor through the Canadian Experiences Fund. The request was for \$500,000 to support the development of a purpose built mountain bike trail/ multi user trail system expansion in the Hiawatha Highlands Conservation Area.

On September 9, 2019, The City approved a contribution to the EDC to provide \$167,000 to the ATN project from the proceeds of the Municipal Accommodation Tax. The allocation was required to meet the matched funding criteria of the Canadian Experiences Fund.

On February 5th 2020, the SSMEC received the approved FedNor contribution agreement for the Algoma Trail Network project, which was approved for a one-time contribution for \$500,000, combined with the City's contribution of \$167,000 through the use of the Municipal Accommodation Tax, for a total of \$667,000 to develop the trail network.

A condition of the funding from FedNor is that the Project Proponents enter into an agreement that outline roles and responsibilities to the ongoing development, construction and maintenance of the newly developed trail system.

A charter of responsibilities was created at the time of the FedNor application to identify the roles of the Sault Cycling Club, Sault Ste. Marie Regional Conservation Authority, Sault Ste. Marie Economic Development Corporation and the City of Sault Ste. Marie. This charter was used as the basis of the legal Memorandum of Understanding in consultation with the City Legal Division.

The MOU has been reviewed, formally agreed to and signed by the Sault Cycling Club, Sault Ste. Marie Regional Conservation Authority and the Sault Ste. Marie Economic Development Corporation.

Analysis

The development of the Algoma Trail Network (ATN) aligns with the goal to build a great City where people want to live, visit and do business. Furthermore, with the development of additional tourism products, the ATN supports the pillar of economic growth and diversification by expanding our local tourism offerings.

The development of the ATN will increase recreational opportunities for residents of Sault Ste. Marie, as well as provide greater opportunities for tourism, including the opportunity to host provincial and national-level mountain bike events.

Memorandum of Understanding- Algoma Trails Network

April 12, 2021

Page 3.

The Memorandum of Understanding is essential to formally guide the roles and responsibilities of the associated parties identified with the Algoma Trail Network working group on a go forward basis to fulfill the goals of safety/maintenance/promotion of the trail network.

In addition the contribution agreement with FedNor requires a formal agreement be signed prior to the release of the second phase of funding.

Financial Implications

There are no financial impacts associated with this report.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director Tourism & Community Development, dated April 12, 2021 be received as information and Council approve the Memorandum of Understanding- Algoma Trail Network under By-law 2021-68.

Respectfully submitted,



Travis Anderson
Director, Tourism and Community
Development
705.989-7915
t.anderson@cityssm.on.ca

Memorandum of Understanding

Algoma Trail Network

THIS Memorandum of Understanding made the _____ day of _____, 2021.

between

The Corporation of the City of Sault Ste. Marie

herein called the "City"

and

Sault Ste. Marie Economic Development
Corporation

herein called the "SSMEDC"

and

Sault Ste. Marie Region Conservation Authority

herein called the "SSMRCA"

and

The Sault Cycling Club, a non-share capital
corporation incorporated under the *Corporations*
Act of Ontario

herein called the "Club"

WHEREAS Section 8 of the Municipal Act, S.O. 2001 (hereinafter referred to as the "*Municipal Act*") provides that the powers of a municipality under the *Municipal Act* or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 9 of the *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 *Municipal Act* or any other Act;

AND WHEREAS the SSMRCA is the owner of property legally described as:

PIN 31480-0010 (LT) – PT SEC 10 TARENTORUS; PT SEC 11 TARENTORUS AS IN T149358, T169726;
SAULT STE. MARIE
PIN 31480-0013 (LT) – LT 11 RCP H719 RANKIN LOCATION SRO; SAULT STE. MARIE
PIN 31480-0068 (LT) – PCL 2018 SEC AWS; PT SEC 3 TARENTORUS AS IN A4246; SAULT STE. MARIE
PIN 31480-0067 (LT) – PCL 9123 SEC AWS; W1/2 OF SE1/4 SEC 3 TARENTORUS; SAULT STE. MARIE
PIN 31480-0080 (LT) – PCL 9123 SEC AWS; NE 1/4 SEC 11 TARENTORUS; SAULT STE. MARIE
PIN 31480-0081 (LT) – PCL 60 SEC AWS; SE SEC 11 TARENTORUS EXCEPT MRO AS IN LT44767;
SAULT STE. MARIE
PIN 31480-0082 (LT) – PCL 2064 AWS; PT SEC 11 TARENTORUS AS IN LT21068 EXCEPT MRO AS IN
LT70124; SAULT STE. MARIE
PIN 31480-0073 (LT) – PCL 4748 SEC AWS SRO; PT SEC 1 TARENTORUS; PT SEC 2 TARENTORUS AS
IN LT26175 EXCEPT NE1/4 OF NE1/4 SEC 2; SAULT STE. MARIE
PIN 31480-0078 (LT) – PCL 2599 SEC AWS; PT SEC 2 TARENTORUS AS IN LT24941 EXCEPT AS IN

Memorandum of Understanding

Algoma Trail Network

LT44767; SAULT STE. MARIE
PIN 31480-0079 (LT) – PCL 691 SEC ALG; PT SEC 2 TARENTORUS AS IN A617; SAULT STE. MARIE
PIN 31480-0072 (LT) – PCL 304 SEC AWS; PT SEC 2 TARENTORUS AS IN A1890; SAULT STE. MARIE
PIN 31480-0062 (LT) – PCL 305 SEC AWS; NE ¼ SEC 3 TARENTORUS; SAULT STE. MARIE
PIN 31480-0074 (LT) – PCL 9123 SEC AWS; NW1/4 OF NE1/4 SEC 2 TARENTORUS; SAULT STE. MARIE
PIN 31480-0076 (LT) – PCL 4750 SEC AWS SRO; S1/2 OF NW1/4 SEC 2 TARENTORUS; SAULT STE. MARIE
PIN 31480-0077 (LT) – PCL 4749 SEC AWS SRO; PT SEC 1 TARENTORUS AS IN LT22255; SAULT STE. MARIE
PIN 31480-0075 (LT) – PCL 4748 SEC AWS SRO; NE1/4 OF NE1/4 SEC 2 TARENTORUS; SAULT STE. MARIE
PIN 31480-0012 (LT) – PT SEC 10 TARENTORUS AS IN T169989; SAULT STE. MARIE

(Being all of the Parcels of Land wherein the Algoma Trail Network Development project described below shall be located) as shown outlined in green on the Plan attached as Schedule "A" hereto (the "Lands");

AND WHEREAS the "Algoma Trail Network Development" can best be described as a proposed 75 km trail network that will be purpose-built for mountain biking, but will be a multi-use trail system open to all human-powered users. Trail users will include runners, hikers, and dog walkers in the summer months, and fat tire biking, snowshoeing and backcountry skiing in the winter months (hereinafter: "Trails");

AND WHEREAS on April 16, 2019, the SSMRCA approved a first phase of the City and SCC proposal to construct the Farmer Lake Mountain Bike Trail Network within the Hiawatha Highlands Conservation Area, the Lands;

AND WHEREAS the SSMEDC on June 17th, 2019 approved submitting funding applications to FedNor, and City EDF for a multi-use trail system project, named the "Algoma Trail Network Development Project";

AND WHEREAS an application for funding the specific project was submitted to the Federal Government on May 17, 2019 by the SSMEDC, and on February 5th, 2020, SSMEDC received the FedNor contribution agreement for the Algoma Trail Network Development Project which provides a one-time contribution in the amount of \$500,000.00, further to a pledge from the City to the EDC on September 9, 2019 to contribute \$167,000.00 to the project;

AND WHEREAS the funding agreement received unanimous support;

AND WHEREAS a Steering Committee comprising of SSMEDC, City, SCC, and SSMRCA members was formed to manage and coordinate the development of the Trails;

AND WHEREAS a Charter was created to set out the parties' individual responsibilities and contributions to the Trails, said roles and responsibilities which shall now be formally agreed upon herein;

AND WHEREAS the tourism benefits of the Trails is recognized by all parties;

NOW THEREFORE to implement the foregoing, in consideration of use of the Lands and the covenants hereinafter set forth and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties mutually agree to the following:

1. PROPOSED PROJECT

The Parties hereto in completing their respective roles and responsibilities herein shall contract professional services and contractors to construct up to 75 kilometers of high grade and quality, multi-use mountain bike trails extending from the Sault Ste. Marie city limits into the surrounding Algoma

Memorandum of Understanding

Algoma Trail Network

region.

2. USE OF THE LANDS AND DEDICATION TO THE PROJECT

- 2.1. The Parties acknowledges that the use of the trail developed, constructed, and maintained by them are for the use of all authorized users of the Lands, including, without limitation to hikers, walkers, runners, and cyclists, save for motorized vehicles or horses.
- 2.2. The SSMRCA agrees to dedicate the Lands for the nonexclusive use described at section 2.1 above.

3. FUNDING & ALLOCATIONS (inclusive of HST):

As per the Funding agreement executed between the SSMEDC and Her Majesty The Queen in Right of Canada on February 5th, 2020:

Project Funding	
FedNor	\$500,000.00
EDC by way of contribution from the Municipal Accommodation Tax (MAT), or other sources.	\$167,000.00
Total:	\$667,000.00

4. CONSTRUCTION

- 4.1. The Trails, including all pathways, structures and installations, will be constructed by the EDC using the EDC funding as received by FedNor and the MAT, for the project and maintained by the Club or by qualified donors or qualified volunteers under the supervision of the Club at the Club's sole expense in accordance with all International Mountain Bike Association (IMBA) guidelines, and in accordance with all recommendation by the trail designer retained by the SSMEDC. The SSMEDC shall retain by way of board resolution a trail designer.

5. MAINTENANCE

- 5.1. The Club undertakes to inspect and maintain the Trails and shall enter into or extent any applicable trails maintenance agreement with the SSMRCA, which shall account for:
 - 5.1.1. Conduct trail inspections and prepare reports to document the status of the Farmer Lake Trail System to the SSMRCA twice annually.
 - 5.1.2. Undertake trail maintenance activities as required, informed by inspection results and reports by trail users.
 - 5.1.3. Conduct winter fat bike grooming on a schedule as agreed to by the SSMEDC or its agents on an annual basis

6. ADDITIONAL ROLES OF THE PARTIES

6.1. The City will provide:

- 6.1.1. Staffing and resources to complete the request for proposal documents for Trail Master Plan and Trail Construction phases
- 6.1.2. Will work with partners to provide funding support for Trail Master Plan.
- 6.1.3. Staff of the City will perform a number of administrative, management and operational duties on behalf of the SSMEDC as further described in the Management Agreement which came into effect on January 1st, 2020.

Memorandum of Understanding

Algoma Trail Network

-
- 6.1.4. Marketing and promotional support through various municipal outlets, website, and other media resources including regional and provincial tourism networks.
 - 6.1.5. Provide networking and coordination between project participants, partners and community stakeholders.
 - 6.1.6. Communicate outcomes, partner and participant feedback and community benefit data/statistics to project partners and City stakeholder.
 - 6.1.7. Communicate project progress to the SSMRCA General Manager and board as appropriate.
 - 6.1.8. Ongoing Communication and reporting to the Federal Economic Development Initiative for Northern Ontario (FedNor).
- 6.2. **Sault Ste. Marie Economic Development Corporation will provide:**
- 6.2.1. Financial management of funds expenditures relative to the agreement established through FedNor Claims process.
 - 6.2.2. Facilitation of the purchase of a snowmobile and winter grooming equipment to the Club and assume any cost for the transfer from the SSMEDC to the Club. In the event that the Club ceases grooming on an annual basis (and a minimum once weekly during the winter months, or when snowfall exceeds 10 cm), the ownership of the snowmobile will be forfeited to the SSMEDC, and the Club shall bear at its sole expense any and all cost to transfer the snowmobile's ownership back to the SSMEDC.
- 6.3. **Sault Cycling Club will provide:**
- 6.3.1. Provide input on the development and construction of the Algoma Trail Network.
 - 6.3.2. Maintenance, fuel, insurance and grooming schedule for the purchased snow machine and winter grooming equipment through ATN funding and ongoing grooming of winter fat bike trails.
 - 6.3.3. Provide SSMRCA with digital trail location data and maps of finalized trail system.
 - 6.3.4. Communication on outcomes, partner and participant feedback and community benefit data/statistics to project partners.
 - 6.3.5. Updates on club fundraising initiatives to support the development of the ATN project.
- 6.4. **SSMRCA will provide:**
- 6.4.1. Input and expertise relative to the SSMRCA mandates and requirements for the development of the Trail Master Plan.
 - 6.4.2. Access to property for the use of trail building and trail maintenance.
 - 6.4.3. Provide technical staff to review the flagged trail corridor and participate in inspections as desired by the SSMRCA.
 - 6.4.4. Communicate outcomes; partner and participant feedback and community benefit data/statistics to project partners and City stakeholders.

7. INSURANCE & INDEMNITY

- 7.1. The Club commits to carrying insurance for the trails in an amount of \$5,000,000.00 per occurrence, with no less than a \$10,000,000.00 aggregate and shall provide to the SSMRCA and the EDC a certificate of insurance with SSMRCA and SSMEDC listed as an additional insured for \$5,000,000.00 on an annual basis.
- 7.2. The parties acknowledge the City's and the SSMEDC's non-involvement with the project, save for facilitating working relations between the parties hereto, and other levels of government, in seeing the project come together, in addition to any future direct or indirect

Memorandum of Understanding

Algoma Trail Network

funding to the project which would be subject to a Funding Agreement between the City, the EDC and the funded party and therefore agree that the City and the SSMEDC shall not be liable or responsible in any way or to any other person for (a) any injury arising from or out of any occurrence in, upon, at or relating to the Lands or any part thereof from any cause whatsoever, whether or not any such injury, loss or damage results from any fault, default, negligence, act or omission of the City or the SSMEDC, or its agents, servants, employees or any other person for whom the City or the SSMEDC is in law responsible; (b) any injury, loss or damage insured against or required to be insured against by the Club under this Section; and (c) any injury or damages not specified above to the person or property of the Club, its agents, servants, or employees, or any other person entering upon the Lands under express or implied invitation of the Club.

- 7.3. Notwithstanding any other terms, covenants, and conditions contained in this Agreement, the parties shall promptly defend, protect, indemnify and hold completely free and harmless the City and the SSMEDC from and against any and all claims in connection with any injury or any loss or damage to property arising from or out of this Agreement, or any occurrence in, upon or at the Lands, or the occupancy or use by the parties of the Lands, or any part thereof, or occasioned wholly or in part by any fault, default, negligence, act, or omission of the parties or by any person permitted to be on the Lands by the parties. If the City & the SSMEDC shall be made a party to any litigation commenced by or against the parties, the parties shall collectively or independently promptly indemnify and hold completely free and harmless the City & the SSMEDC and shall pay to the City & the SSMEDC all costs and expenses, including, without limitation, any professional, consultant and legal fees on a complete indemnity basis that may be incurred or paid by or on behalf of the City & the SSMEDC in connection with such litigation on demand.

8. WHOLE OF AGREEMENT

- 8.1. This MOU, and the Agreements referenced herein and schedules hereto, comprises the whole of the understanding between the parties and is not subject to or in addition to any other agreements, representations or warranties, whether written, oral or implied. Should any conflict exist between the schedules and Agreement referenced herein, the MOU shall take effect overall.
- 8.2. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile or other electronic forms of transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 8.3. This Agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and permitted assigns.

Memorandum of Understanding

Algoma Trail Network

IN WITNESS WHEREOF, the parties have caused to be affixed their corporate seals under the hands of their authorized officers on their behalf.

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

Date: _____
Christian Provenzano, Mayor

Date: _____
Rachel Tyczinski, City Clerk

I/We have the authority to bind
the Corporation

**Sault Ste. Marie Economic and Development
Corporation**


Paul E. Skoggs - President

Date: March 18, 2021

I/We have the authority to bind
the Corporation

**Sault Ste. Marie Economic and Development
Corporation**

Date: _____

I/We have the authority to bind
the Corporation

Memorandum of Understanding

Algoma Trail Network

IN WITNESS WHEREOF, the parties have caused to be affixed their corporate seals under the hands of their authorized officers on their behalf.

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of Sault Ste. Marie**

Date: _____
Christian Provenzano, Mayor

Date: _____
Rachel Tyczinski, City Clerk

**I/We have the authority to bind
the Corporation**

**Sault Ste. Marie Economic and Development
Corporation**

Date: _____

**I/We have the authority to bind
the Corporation**

**Sault Ste. Marie Economic and Development
Corporation**

William Freiburg _____ Date: March 15, 2021
William Freiburg _____ *Treasurer*

**I/We have the authority to bind
the Corporation**

Memorandum of Understanding

Algoma Trail Network

**Sault Ste. Marie Region Conservation
Authority**


Corrina Barrett, General Manager, Date: March 24/21

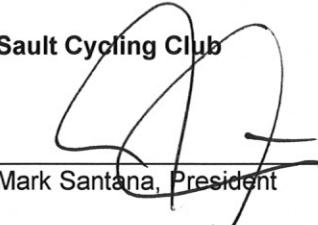
I/We have the authority to bind
the Corporation

**Sault Ste. Marie Region Conservation
Authority**


Enzo Palumbo, Board Chair, Date: March 24/21

I/We have the authority to bind
the Corporation

Sault Cycling Club


Mark Santana, President, Date: March 24/21

I/We have the authority to bind
the Corporation

Memorandum of Understanding

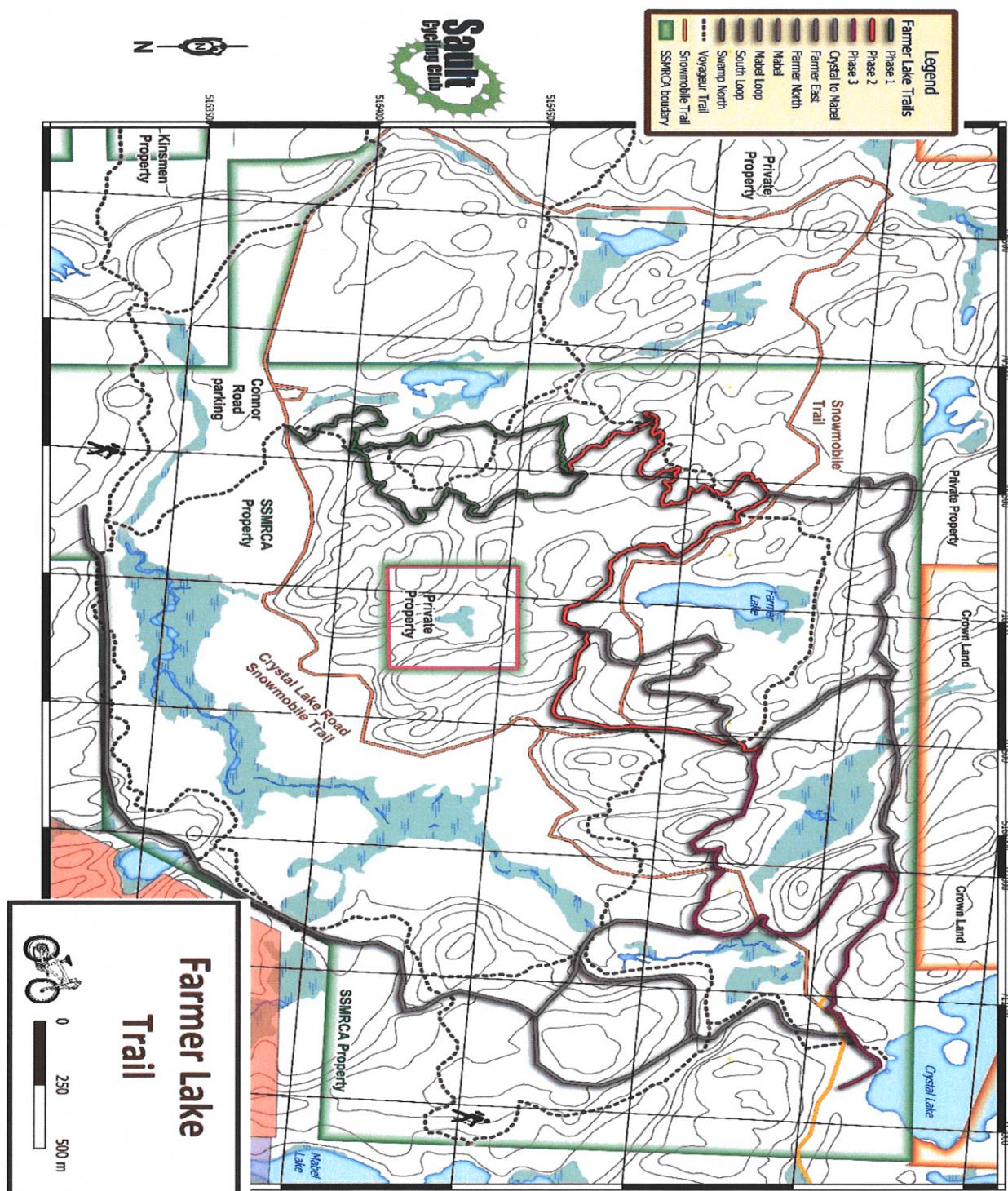
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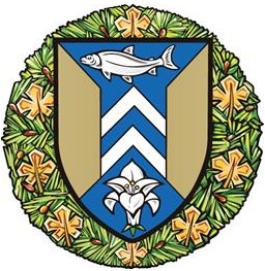
Schedule "A"

**Lands Subject to this Agreement and proposed
Trails**

Memorandum of Understanding

Algoma Trail Network





The Corporation of the City of Sault Ste. Marie

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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Stephen Turco, RPP, Senior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: Ontario Municipal Commuter Cycling Program - 2021

Purpose

The purpose of this report is to provide Council an update on recently approved Active Transportation projects, and to recommend priority initiatives for 2021, utilizing funding received through the Ministry of Transportation's Ontario Commuter Cycling (OMCC) program.

Background

On May 8, 2017, staff presented an Active Transportation (AT) Strategy, which outlined priority cycling and active transportation initiatives, based on projects identified in the City's Cycling Master Plan, the John Rowswell Hub Trail Spokes Study, and the Transportation Master Plan. These projects include: nine priority cycling routes; replacing sidewalk sections of the Hub Trail with a multi-use path; a west end route to the Northern Community Centre; a link into the former St. Mary's Paper redevelopment site and James Street; as well as a series of EA's assessing the potential for road diets.

Subsequent to Council's endorsement of that strategy, the City applied and was successful in obtaining \$580,535 in funding through the Province's Ontario Municipal Commuter Cycling program. This funding was based on a City contribution of \$145,134, resulting in a total budget of \$725,669. As a condition of our funding agreement with MTO (recently amended to extend the deadline), project funding must be spent by December 31st, 2021.

Analysis

In both 2019, and 2020, Council approved the implementation of nine (9) cycling routes, a multi-use path project at the Northern Community Centre, as well as spoke trail leading into the Machine Shop property.

Priority Cycling Routes: City Council approved the implementation of the following cycling routes:

Ontario Municipal Commuter Cycling Program - 2021

April 12 2021

Page 2.

- Pine Street – from Northern Avenue to Queen Street
- Willow Avenue – from Northern Avenue to McNabb Street
- Wawanosh Avenue/Willoughby Street – from Grand Crescent to Pine Street
- Queen Street East – from the Sault Golf and Country Club property to Dacey Road
- Lake Street – from Village Court to Queen Street
- MacDonald Avenue – from Pine Street to Black Road
- North Street – from Mary Avenue to Wellington Street
- Korah Road – from Henry Street to Lyons Avenue
- Goulais Avenue – from Second Line to Bonney Street

With the exception of Wawanosh Avenue/Willoughby Street, the majority of the cycling routes consist of painted bike lanes, pavement symbols and signage. Wawanosh Avenue/Willoughby Street provides signage only, with some line painting and pavement symbols implemented near the Great Northern Road intersection. The majority of the line painting, and pavement symbols for the above noted cycling routes has since been implemented. However, most of North Street remains to be completed. This will be finalized this summer.

In addition, the signage required for the cycling routes is approximately 50% completed, with the remaining signage to be installed this summer. The signage is procured through a third-party, and is installed by the City's Public Works division.

Northern Community Centre Multi-Use Path: In September of 2020, City Council authorized a construction contract to construct an approximately 500-meter asphalt path through the Northern Community Centre property, from Goulais Avenue to Cooper Street, which also included a pedestrian scale bridge. This trail traverses across Sault Ste. Marie Conservation Authority and Algoma District School Board property. The City has reached an agreement in principle with both the SSMRCA and the ADSB. Licences of occupation will be finalized in the near future and brought back to City Council for approval).

This project is nearly complete, as the bulk of the asphalt path was constructed this past fall. Landscaping and deficiencies will be addressed this spring/summer.

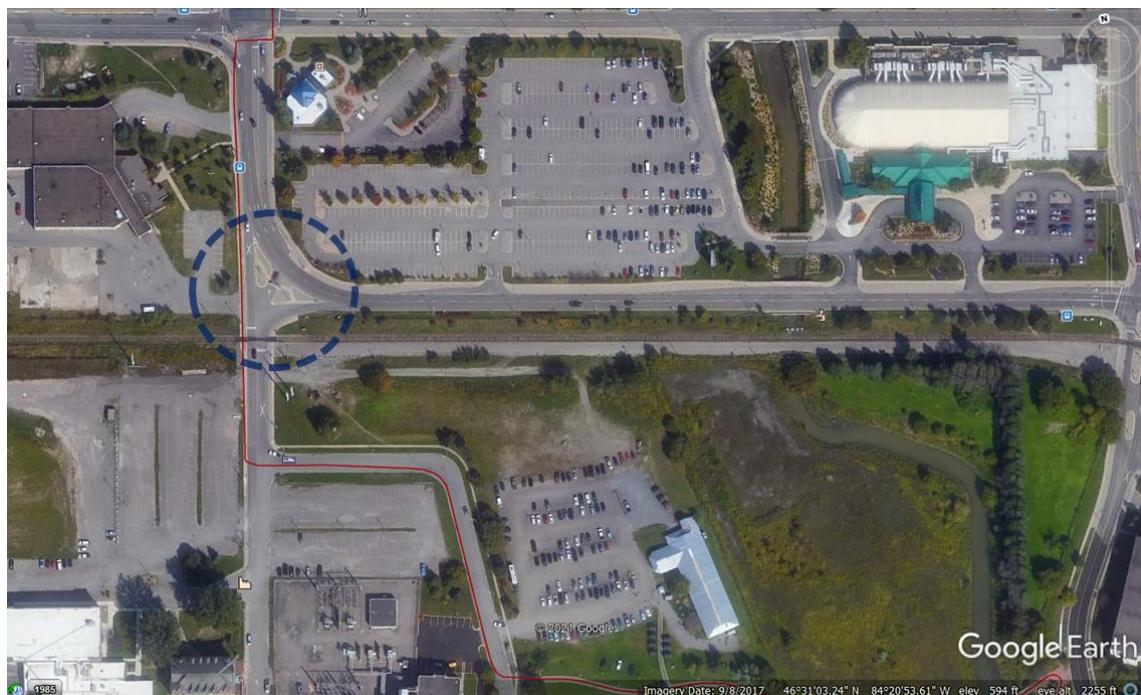
Machine Shop Spoke: As part of the overall redevelopment of the former St. Mary's Paper site, the City and the property owner entered into an agreement to create a multi-use path, leading from Canal Drive to the area just west of the newly redeveloped Machine Shop. This section of trail creates a direct connection from the City's waterfront walkway, into the Machine Shop development, guiding trail users to the many different activities and amenities on that site. This section of trail was completed last summer.

Ontario Municipal Commuter Cycling Program - 2021

April 12 2021

Page 3.

2021 Priorities: Building off the Machine Shop spoke, staff has had a number of discussions to address a gap in the Hub Trail system in and around the Machine Shop/Mill Market area.



In this area, the Hub Trail is a combination of on-road facilities for cyclists, and sidewalks for pedestrians and other types of trail users. Given the nature of the Bay Street and Huron Street intersection, this area of the Hub Trail system is confusing for users, and can be daunting for less experienced cyclists. Staff have had internal discussions on possible alternatives and are recommending retaining design and engineering consultants to review the alternatives, and provide solutions to this section of the trail. This could result in either recommending capital improvements to the road network in this area or possibly re-aligning the Hub Trail route in the area between Albert Street and the waterfront.

At this time, staff is recommending a single source contract with WSP, an multi-discipline engineering and design firm, with significant experience in the planning and development of Active Transportation infrastructure. WSP (previously known as Marshall Macklin Monahan) have worked with the City of Sault Ste. Marie on a number of initiatives, including the Hub Trail Master Plan, the Cycling Master Plan, the Hub Trail Spokes study, and most recently, were retained to advise on the nine priority cycling routes being implemented. Staff have received a fee proposal from WSP, and is attached for Council's review. It is recommended that the City enter into an agreement with WSP to review the Hub Trail alignment in this area.

Financial Implications

As part of the City's OMCC agreement with the Province (MTO), \$580,535 has been transferred to the City. With interest earned to the end of 2020, the OMCC funds available are \$607,067. The City has approved a contribution of \$145,134, as the agreement is based on an 80/20 cost share arrangement. As a result of interest earned, the total amount of OMCC funding available is approximately \$752,200.

In addition to the above funding, in 2020, the City was awarded \$145,000 from Trans Canada Trails, towards the NCC multi-use path project (\$140,000), and the Queen Street cycling lanes (\$5,000) specifically, as both of those projects align with the Trans Canada Trail route through the city. With this additional funding, the total funding available for the priority active transportation initiatives is **\$897,202**.

The following is a summary of all projects using the OMCC/TCT funds:

- Machine Shop Spoke: \$128,488 (agreement on June 29, 2020)
- Cycling Routes: \$116,320 (contract approved July 13, 2020)
- Cycling Routes Signage: \$40,000 (budgeted for fabrication, materials)
- Cycling Routes Design: \$14,380
- NCC Path Design: \$36,205 (contract approved May 25, 2020)
- NCC Path/Bridge: \$363,670 (contract approved Sept. 14, 2020)

Total Funds Committed to Date: **\$699,063 (not including HST)**

With total funding of \$711,367 committed to date (including non-rebatable HST), there is approximately \$185,000 remaining for other initiatives.

The cost of the Hub Trail alignment study is \$9,930.00 (\$10,105.00 with non-rebatable HST). Staff can use the remaining funds for this study. In addition, once a preferred solution is determined, staff will report back to Council, recommending the implementation of this solution, and the associated funding implications, utilizing the remaining funds from the active transportation budget.

Strategic Plan / Policy Impact

The recommended projects align with the Corporate Strategic Plan: 2021-2024, specifically the key pillars of Quality of Life and Infrastructure. Active Transportation Implementation is highlighted as a key activity, under the Quality of Life's "Environment" theme.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated April 12, 2021, concerning – Ontario Municipal Commuter Cycling Program – 2021 – be received, and that Council authorize the CAO to enter into a single-source contract with WSP, to assess a preferred Hub Trail alignment in and around the Machine Shop/Mill Market area, at a cost of \$10,105.00, inclusive of non-rebatable HST, and that

Ontario Municipal Commuter Cycling Program - 2021

April 12 2021

Page 5.

upon completion of this study, staff report back to Council with the preferred solution and associated financial implications.

Respectfully submitted,



Stephen Turco, RPP
Senior Planner
705.759-5279
s.turco@cityssm.on.ca

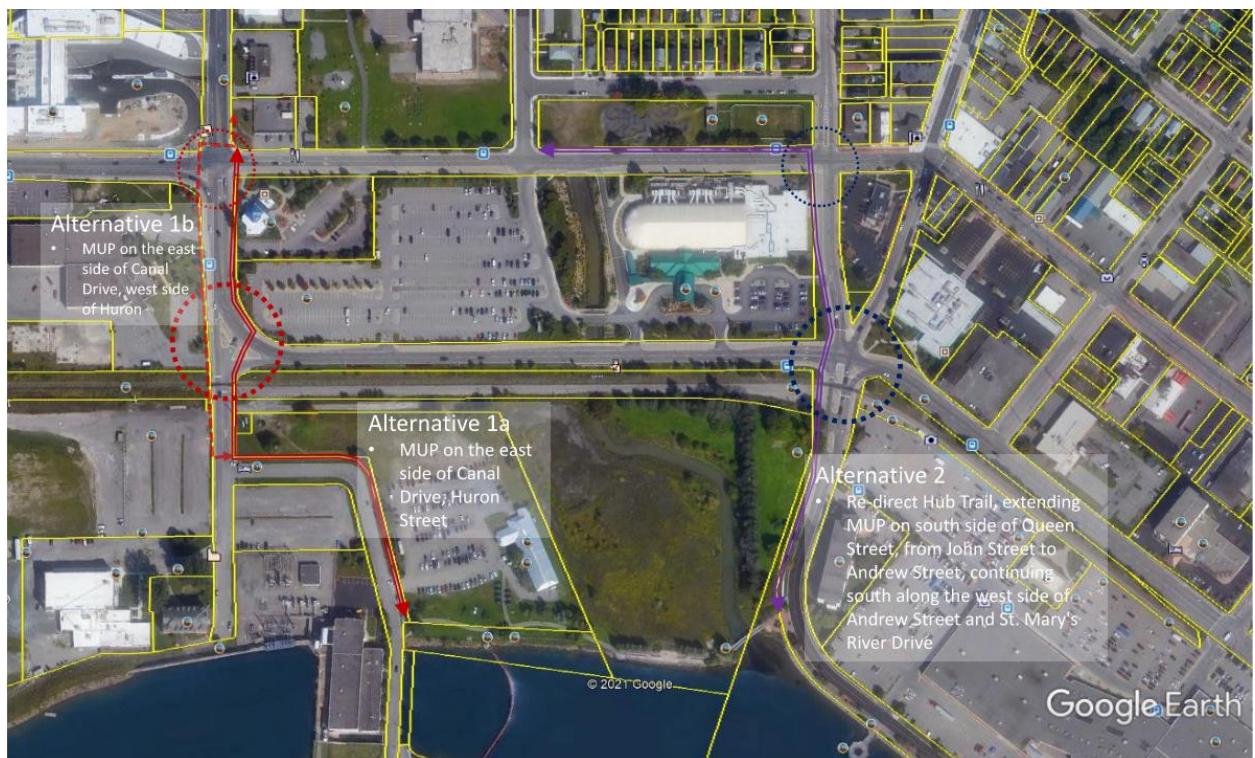
March 18, 2021

Stephen Turco
 Senior Planner, Planning and Enterprise Services
 City of Sault Ste. Marie
 99 Foster Drive
 Sault Ste. Marie, ON P6A 5X6

Dear Mr. Turco,

Subject: Proposal for the Hub Trail Realignment Assessment

As Requested, WSP Canada Inc. (WSP) is pleased to provide the City of Sault Ste. Marie with this Quote for Services to provide guidance with Hub Trail realignment assignment. WSP will be assisting City Staff in the review of the two (2) Hub Trail alignment options, based on the graphic below:



The proposal responds to the requirements set-out in email correspondence between City Staff and WSP and utilizes our team's extensive knowledge and understanding of the Hub Trail, cycling facilities, network development, and intersection crossing treatments.



PROPOSED WORK PLAN

The proposed work plan has been developed following discussions with City Staff regarding the proposed scope of work and the services that are being sought.

Task 1 – Options Analysis

WSP will undertake a qualitative assessment of the two alignment options as part of the determination of the preferred alignment option. The qualitative assessment will review connectivity, surrounding land uses, and proposed developments, as well as relevant environmental assessments and traffic studies previously undertaken for the adjacent community. WSP will also provide City Staff with guidance on the application of OTM Book 18 cycling facility types, including multi-use paths and the application of crossride intersection treatments. This includes utilizing the Consultant Team's thorough understanding of the facility selection methodology, having been the lead consultants tasked with the development of OTM Book 18. The outcome of the options analysis will be the identification of a preferred alignment option.

Task 2 – Select Preferred Alternative

WSP will review all existing traffic data relevant to the preferred alignment option, including AADT data, speed data, collision data, pedestrian and cyclist counts, and Hub Trail user counts. We will assess operational considerations at intersections located along the preferred alignment option based on traffic data provided by the City. WSP will rely on the City to collect and provide any additional traffic data that City staff deemed necessary to carrying out this analysis. We will assess property requirements and constraints at a high-level, undertaking measurements of the boulevard within the road right-of-way based on CAD drawings to be provided by the City. An annotated drawing will identify constrained locations that would need to be taken into consideration during detailed design of the Hub Trail. This assessment will be undertaken using high resolution ortho-imagery and parcel fabric data to be provided by the City. WSP will not undertake a survey as part of this assignment.

Task 3 – Final Deliverable Submission

As part of the final deliverable submission, WSP will develop a Summary Memo that identifies the preferred alignment option, informed by the analysis undertaken as part of Tasks 1 and 2. We will prepare a conceptual design drawing for the realigned Hub Trail in CAD, utilizing existing data to be made available by the City. We will also prepare a high-level cost-estimate associated with the construction of the preferred option for the Hub Trail realignment.

PROPOSED FEE

We have taken the time to prepare a comprehensive approach and work plan that believe addresses the City's objectives. To complete the scope of work proposed above, we suggest a fee of **\$9,930** (HST is additional).



SUMMARY

Thank you for the opportunity to prepare a proposal for your consideration. We look forward to speaking with you once you have had the opportunity to review our proposal. In the meantime, please do not hesitate to contact either one of us if you have any questions about our proposed approach or suggested tasks.

Yours sincerely,

A handwritten signature in black ink that reads "J. David McLaughlin".

Dave McLaughlin, MES, MCIP, RPP
Principal & National Active Transportation Practice
Manager

CLIENT AUTHORIZATION

Name:

Title:

City:

Date:

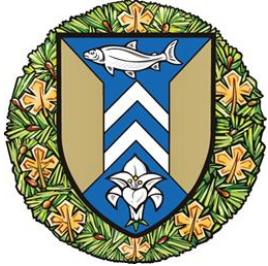
Client Authorization



Sault Ste. Marie Hub Trail Realignment Assessment

Task No.	Project Work Tasks	Project Management	Traffic Analysis	Technical Lead	Civil Engineer	Total Hours	Fees
		Dave McLaughlin	Ismet Medic	John Zunic	Jordan Freedman		Total Fees
1.0	Options Analysis	5	-	5	3	13	\$ 1,955.00
1.1	Qualitative Assesment of 2 Options						
1.2	Review of Connectivity, Land Uses, Key Destinations						
1.3	Consideration of best practices and standards						
2.0	Select Preferred Alternative	5	10	5	5	25	\$ 4,175.00
2.1	Analyze current traffic data						
2.2	Assess property requirements & constraints						
2.3	Assess intersection improvements						
3.0	Final Deliverable	5	-	10	15	30	\$ 3,800.00
3.1	Develop Summary Memo						
3.2	Develop Concept Design						
3.3	Develop Cost-Estimate						
	Subtotal						\$ 9,930.00
	HST						\$ 1,290.90
	Grand total						\$ 11,220.90

Professional Honorarium					Total
1	Total Hours	15.00	10.00	20.00	23.00 68.00
2	Percentage Hours	22%	15%	29%	34% 100%
3	Hourly Rate	\$ 220	\$ 200	\$ 105	\$ 110
4	Total Fees	\$ 3,300	\$ 2,000	\$ 2,100	\$ 2,530 \$ 9,930
5	Percentage of Fees	33%	20%	21%	25% 100%



The Corporation of the City of Sault Ste. Marie

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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Nicole Maione, Manager of Transit & Parking
DEPARTMENT: Community Development and Enterprise Services
RE: Municipal Law Enforcement Officers

PURPOSE

The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers.

BACKGROUND

By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

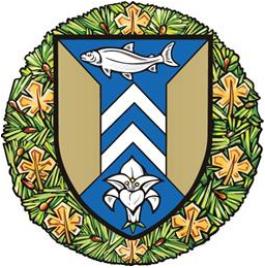
RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2021-69 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Nicole Maione
Manager of Transit and Parking
705.759.5434
n.maione@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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P.Eng., Director, Public Works
DEPARTMENT: Public Works and Engineering Services
RE: Choose to Refuse: Take the Plastic-Free Challenge

Purpose

The purpose of this report is to seek Council approval to work in partnership with Clean North to develop, educate and promote a community plastic-free pledge for Sault Ste. Marie. This report is in response to the January 6, 2020 Council resolution (attached).

Background

In January 2020, Council directed staff to consider and report back on a process by which Council can, within its legal authority, discourage and / or eliminate the use of plastic bags within the community. In June 2020 City staff delivered its initial report back to Council to provide information on the subject. The request by Council at the June 8, 2020 meeting was clarified and the strong desire of Council to take initiative with regards to the elimination of plastics, was stressed.

Unfortunately, as of March 2020, the coronavirus pandemic struck, which has had a significant impact on the emphasis of single use plastics and in many cases the option to “reuse” and to use alternative products was / is sidelined. This impact is yet to be quantified provincially, but examples include the restriction on the use of reusable grocery bags for some time and restaurants limited to take-out service, etc.

Analysis

As previously reported to Council, in an effort to reach its goal of zero plastic waste by 2030, the Federal government is currently finalizing new regulations to ban harmful single-use plastics. This regulation will focus on six items made from hard to recycle plastics: checkout bags, straws, stir sticks, six-pack rings, cutlery and food ware. These items were chosen specifically because they are often not recycled, and environmentally friendly alternatives are more readily available. It is understood that these regulations are planned to be finalized by the end of 2021.

Choose to Refuse: Take the Plastic-free Sault Challenge

April 12, 2021

Page 2.

The Ontario government has developed the Waste Free Ontario Strategy as part of the Waste Free Ontario Act. This approach focuses on building a circular economy to reduce waste generation and increase resource recovery. By moving towards a restorative system and maximizing the value of recycled resources, it will reduce the need for raw materials in the manufacturing of new products. To date Bill 82, the private members bill on the banning of single use plastics, is still at first reading.

The aforementioned are very positive steps in achieving this comprehensive goal. The development of these new regulations also encourages many innovative ways for Canadians to make a green transition. As a country, province and municipality, we have shared responsibility in working towards a more sustainable future. Clean North and the City of Sault Ste. Marie would like to show leadership and do our part to protect our community and make this plastic-free lifestyle a reality.

In partnership, Clean North and the City of Sault Ste. Marie are working to develop a plastic-free pledge focused on reducing and eliminating waste by giving up single use plastics. Households, businesses, schools, community organizations and workplaces will be challenged to Choose to Refuse: Take the Plastic-Free Sault Pledge. By taking part in this initiative, participants will make a pledge to audit their use of single-use plastics and set attainable goals to reduce and eliminate this waste by moving towards the use of eco-friendly alternatives. With the development of a plastic-free pledge, we can surpass these goals and strive to eliminate more of these harmful, single-use plastics from our community. This will be an excellent educational tool for use in all the sectors (ie. Residential, commercial) and as people buy in, it will be a valuable bridge to a legislative approach. Once the Federal government regulation is introduced, people and business will have an enhanced level of understanding and anticipated compliance.

The challenge will also be taken by areas within the departments of the City that have used single-use plastic in the past. CDES is on-board and has and will continue to eliminate and reduce the use of single-use plastics in many of the community facilities, (ie. paper straws, wooden stir sticks, replacing Styrofoam containers with cardboard, ordering canned beverages without 6-pack rings where possible, ordering products in cardboard packaging instead of film wrap). Public Works Waste Division will seek to educate and use this pledge as an education tool at any guest speaking events (ie: Classroom discussions) or with any group that seeks assistance with this area. Following COVID, outreach opportunities will be sought and the challenge presented to as many groups as possible.

The City's website will be utilized as well as Clean North's site to outline the challenge and recognize those successful to the pledge. The City hopes to create a video and enhance the information related to this topic on our website.

Choose to Refuse: Take the Plastic-free Sault Challenge

April 12, 2021

Page 3.

It should be noted that at least one other northern community (Sudbury) has previously established a similar program.

Financial Implications

At this point, there are no financial implications associated with this report.

Strategic Plan / Policy Impact

The development of a plastic free pledge will contribute to the reduction of single-use plastics entering our landfill at a time when space is critical. In addition, this pledge will be a valuable tool in creating a more sustainable future for our city. These items fall under the Environmental Stewardship values of the Corporate Strategic Plan.

Recommendation

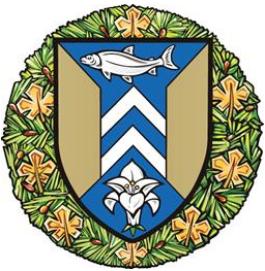
It is therefore recommended that Council take the following action:

That the report of the Director of Public Works dated 2021 04 12 be received and Council provide its full support to Clean North and City staff in the development, education and promotion of a plastic-free Sault Ste. Marie.

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

June 8, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Spencer Lavergne – Supervisor, Waste Management
DEPARTMENT: Public Works and Engineering Services
RE: Elimination of Single Source Plastics

PURPOSE

The purpose of this report is to provide information to Council, regarding an approach to discourage and/or eliminate single use plastic bags within our community. Staff recommend receipt of this information and seek Council's direction on this matter.

BACKGROUND

At the January 6, 2020 Council meeting, City staff were directed to consider and report back on a process by which Council can, within its legal authority, discourage and/or eliminate the use of plastic bags within the community. This includes a plan for the municipality to reduce and eliminate its own use of plastic bags and single use plastics. City Council put forward the following motion:

"Therefore be it resolved that City staff is directed to consider and report back on a process by which Council can, within its legal authority, discourage and/or eliminate the use of plastic bags within the community including a plan for the municipality to reduce and eliminate its own use of plastic bags and single use plastics; Be it further resolved that City staff consult with community stakeholders specifically including the commercial operations throughout our community that are heavily dependent on the use of plastic bags to receive their comment, feedback and input."

ANALYSIS

The reduction, recycling, and elimination of single-use plastics is a subject that continues to gain national attention.

Locally, a handful of retailers have put programs in place to recycle/down cycle single-use plastic shopping bags. Several restaurants and small businesses have reduced their usage of single-use plastics by using alternative options for drinking straws, cutlery and take-out containers.

Pursuant to Sections 10(2)5 and 11(2)5 of the *Municipal Act*, a municipality may pass by-laws respecting the “economic, social and environmental well-being of the municipality”. It also has the power pursuant to section 8(3) (a) to regulate or prohibit respecting these matters. Legal has advised that although council has the authority to enact such a by-law, it is believed that no other municipality has done so. In 2012 the City of Toronto made a decision to ban single use plastic bags, but reversed that decision in favour of a better recovery system. In 2018 the City of Victoria passed a by-law banning single-use plastic bags and the by-law was challenged by the Canadian Plastic Bags Association. In 2019, the by-law was eventually quashed by the BC Court of Appeal. The City sought leave to appeal to the Supreme Court of Canada in 2020, which was denied.

Although our governing law is different than what was in place in BC, a challenge to the by-law would most likely happen. There is some merit to waiting to see what is enacted by the province. Should we enact a by-law that is in conflict with what the provincial and federal governments enact, our by-law would be without effect. As well, waiting to see what the provincial and federal government enact would result in a more harmonized approach for provincial and national retailers then requiring compliance with different rules in different municipalities, and most likely encourage a challenge.

We need to also consider that during the COVID-19 pandemic, personal bags are being discouraged from being brought into the stores to pack groceries in. Many of the Cities and States in the US have reversed the ban on plastic bags during the pandemic.

On a larger scale both the Provincial and Federal governments have announced their intentions of working towards the elimination of harmful single-use plastics. At the provincial level, Bill 82, Single-Use Plastics Ban Act, 2019 is a private members bill put forward by a member of the opposition. It is an attempt to amend the *Resource Recovery and Circular Economy Act, 2016*. This bill requires that timelines be put in place for immediately reducing, and ultimately eliminating the distribution and supply of single-use plastics in Ontario. This includes the immediate elimination of certain single-use plastics such as plastic bags and water bottles. It has not yet passed first reading.

The Federal government has stated that it will be working with governments at the Provincial level to develop standards and targets for producers to be responsible for their plastic waste. These bans on single-use plastics could come as early as 2021.

In late 2019, the City of Sault Ste. Marie was invited to participate in consultations for the development of a full producer responsibility system for the Ontario Blue Box Program. These discussions also include alternative solutions, reduction and the elimination of single-use plastics in Ontario. City staff are committed to working

Elimination of Single Source Plastics

2020 06 08

Page 3.

with the Ministry of the Environment, Conservation and Parks (MECP), the Association of Municipalities Ontario (AMO), and all other stakeholders to find a way to smoothly transition to a full producer responsibility model. At this time, it is expected that municipalities will have the option to transition their Blue Box Programs as early as January 1, 2023 and no later than December 31, 2025. This evolution of our Blue Box Program will be a huge step forward in working towards a circular economy on a global level.

A separate report and resolution may be found on tonight's agenda in response to a request by AMO to state the municipality's preferred transition date. Staff understand that the issue of single-use plastics will be more efficiently addressed through a full producer responsibility program and our support and participation in this consultation is the best step at this time.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report.

STRATEGIC PLAN / POLICY IMPACT

As the direction towards a full producer responsibility system becomes clearer, this subject can be re-visited and incorporated into the City's Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Supervisor, Waste Management dated 2020 06 08 be received as information and furthermore that Council support staff participation as a municipal stakeholder in the consultation process regarding transition of the blue box to full producer responsibility.

Respectfully submitted,



Spencer Lavergne
Supervisor, Waste Management
705.574.1168
s.lavergne@cityssm.on.ca

Plastic-Free Pledge Proposal for Sault Ste. Marie

Clean North and the City of Sault Ste. Marie



One option for Plastic-Free Pledge framable certificates

Background

Single-use plastics pose a major challenge for municipal landfills and the environment and epitomize the wastefulness of today's throwaway culture. According to the Government of Canada, every year Canadians use up to 15 billion plastic bags and close to 57 million straws, but only about 9% of the plastic produced in our country has been recycled. Most plastic ends up in landfills and the environment, including lakes and rivers. Plastics do not biodegrade but rather slowly break into smaller and smaller pieces, known as microplastics. These tiny plastic bits have been found in the flesh and stomachs of fish and shorebirds and even in human placentas. Many plastics contain toxic chemicals that can cause cancer or other damage to both humans and animals.

The Government of Canada has announced that by the end of this year, six single-use plastic products will be banned: grocery bags, straws, cutlery, six-pack rings, some takeout containers, and stir sticks. However, it does not include all single-use plastics — for example, trash bags, milk bags, snack food wrappers, single-use shampoo bottles, water bottles, and plastic cups and lids. Short-term-use plastics (disposable razors, toothbrushes, cheap plastic pens) are also a major source of plastic pollution. In addition to the environmental and human health issues that single-use plastics cause, they place unnecessary pressure on the Sault Ste. Marie landfill at a time when space is critical.

Purpose of a Plastic-Free Pledge

- To reduce single-use plastic use in the City of Sault Ste. Marie
- To help reduce the risk of harm to human and environmental health from plastic waste
- To educate Saultites about the environmental and health issues that plastic waste causes
- To inspire individual Saultites to take action to protect the environment
- To inspire and support businesses/organizations/institutions in preparing for the federal single-use plastics ban, moving towards a circular economy, and navigating sustainable business practices by setting measurable targets
- To help extend the life of our municipal landfill

Taking the Pledge

To take the pledge means a person or business/organization/institution resolves to stop buying/acquiring three, six, or 10 single- and/or short-term-use plastic items — these items should be ones that represent a major portion of their plastic waste. In other words, those taking the pledge are strongly encouraged to choose challenging targets. Steps are below:

- **Step 1: Conduct a single-use plastic audit** of your home or business/organization/institution (Clean North/the City will provide an audit checklist) to determine which single-use or short-term-use plastics make up a major portion of your waste stream. Performing a waste audit over time (1-4 weeks) is an optimal way to collect waste data but may not be feasible for everyone.
- **Step 2: Choose your pledge level and register with Clean North** (form to be posted on Clean North website; your name or business/organization/institution name and pledge level will be posted on a Clean North Plastic-Free Pledge page):
 - **Bronze:** Pledge to stop buying/acquiring three plastics (ideally those with the greatest impact).
 - **Silver:** Pledge to stop buying/acquiring remove six plastics.
 - **Gold:** Pledge to stop buying/acquiring 10 plastics.
- **Step 3: Estimate quantity of each category of single-use plastics used/procured** in the previous year (if possible; a shorter period is acceptable). For example: If you estimate that you take in and throw away 4 sets of plastic cutlery due to takeout meals per month, that would be 48 sets per year.
- **Step 4: Over the next six months, track whether any single-use plastics you pledged to give up are used** in your business/organization/household and if so, how much.
- **Step 5: After six months, contact Clean North and report back on the amount of plastic reduction. You will receive a framable award certificate from Clean North and the City, and your achievement** will be listed on the Clean North Plastic-Free Sault Hall of Fame page. Clean North will also profile various people and businesses/organizations/institutions that take the pledge and reduce plastic use via the Clean North blog, social media, webinars, etc.).

Businesses/organizations/institutions are encouraged to ask their staff to consider making individual pledges as well.

Launch

This program will be cosponsored by Clean North and the City of Sault Ste. Marie, to launch via news release, social media, and Clean North and city websites by Earth Day 2021 (April 22), with the theme ***Choose to Refuse: Take the Plastic-Free Sault Pledge.***

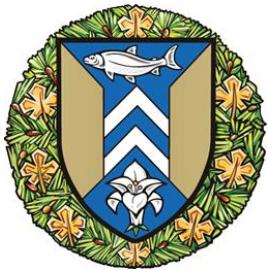
Clean North will post information about alternatives to plastic items on their website. They will also seek to enlist the participation of the private sector (including through the Downtown Association), school boards/academic institutions, and community organizations such as Sault Climate Hub, Sault Cycling Club, Voyageur Trail Association, etc. The city will help design/print certificates and complete an internal plastic audit and take the pledge. See plastic audit checklist on the next page.

Plastic Audit Checklist

Single-use plastic items	Number used per month	Number used per year	Alternatives
Bags, food storage/pet waste and cling film			Rinse/reuse milk, bread, frozen fruit bags and cereal box liners Reusable containers Reusable bowl covers Foil
Bags, milk			Cardboard cartons, recyclable plastic jugs
Bags, shopping/produce			Reusable bags (buy used ones from a thrift store; make produce bags from lace curtains/tablecloths)
Balloons, mylar/plastic balloon sticks, other plastic party decorations/favours			Recyclable/reusable party decorations/favours
Beverage lids			Refuse Reusable cup
Beverage stirrers/straws			Wood stirrers Plastic/metal straws Refuse
Bottles (water, pop, energy drinks)			Stick to tap water/use reusable bottle Canned beverages
Chewing gum, made with synthetic materials			Refuse Natural gum
Craft materials, plastic/foam, glitter			Natural/paper/cardboard-based craft materials
Dental floss, flossers, and picks			Silk floss Wood picks
Diapers, disposable			Reusable cloth
Dishes, disposable plastic/styrofoam (plates, bowls, cups, cutlery)			Paper or other natural fibre Reusable ceramic, metal (reusable plastic is better than disposable but still try to avoid)

			Wood disposable cutlery
Egg cartons, plastic/styrofoam			Recyclable paper-based cartons
Frozen convenience foods with plastic packaging			Make/freeze your own in reusable containers
Gift wrap, ribbon, bows (synthetic)			Paper wrap Brown paper bags Cloth gift bags Furoshiki (cloth) giftwrap Natural fibre decorations
Personal care items — single-use shampoo bottles, single-use synthetic personal wipes, swabs with plastic sticks, face scrubs with plastic beads, plastic tampon applicators, etc.)			BYOB when travelling Washable/reusable rags Face cloths Cloth handkerchiefs Tissues All-natural swabs Natural exfoliants Cardboard tampon applicators/menstrual cup
Pods, coffee/hot beverage			Reusable pod Switch to French press (zero waste)
Pods, dish and laundry detergent (have part-plastic coating)			Powder in a cardboard box, liquid in a cardboard jug, soap nuts, homemade
Six-pack rings			Refuse
Snack wrappers (single-serving chips, chocolate bars, hard candy, cookies)			Buy in bulk Use reusable snack containers
Packing material — plastic mailers, styrofoam/bubble wrap, plastic packing tape			Paper/cardboard mailers Reuse existing plastic mailers Textured paper wraps Rinsed/crumpled bread, cereal, other reused plastic bags Paper-based tape
Takeout containers (hard plastic, bioplastic, styrofoam)			Cardboard Other wood fibre/certified compostable material (not bioplastic!)
Trash bags			Reuse other plastic bags

			Pour trash directly into bin (unless likely to fly away)
Wipes, household cleaning, synthetic disposable (including Swiffer pads)			Natural fibre wipes Washable/reusable rags Face cloths Paper towels Reusable Swiffer pads Broom/mop
<u>Short-term plastic-use items</u>			
Dishwasher/laundry detergent jugs, plastic			Cardboard jugs Powdered soap (comes in cardboard) Soap nuts
Liquid soap in small dispensers			Refill from large jugs Homemade liquid soap Bar soap
Pens, nonrefillable			Refillable pens Pencils
Razors, disposable			Refillable razors Recycled plastic razors
Sponges, synthetic			Natural sponges Swedish dishcloths Natural fibre scrubbers
Shower curtain, cheap vinyl			High-quality plastic Cotton canvas or other natural fibre Glass shower screen
Toothbrushes, plastic			Bamboo (read reviews; not all are as green as claimed)



The Corporation of the City of Sault Ste. Marie

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

April 12, 2021

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: Contract 2021-3E – Boardwalk Remediation Phase 2

Purpose

The purpose of this report is to obtain approval to award Contract 2021-3E. The project includes the construction of scour protection along the St. Mary's River waterfront from the viewing platform to the Delta Hotel.

Background

In recent years, higher than average water levels have contributed to erosion and scour of the shoreline under the Waterfront Walkway resulting in sinkholes along the St. Mary's River Drive Boardwalk. Shoreline protection is now required to ensure long-term stability of the Boardwalk. Phase 1 of this project, from the Clergue Generating Station to the viewing platform was completed in 2020.

Tenders were received via email submission for Contract 2021-3E and were opened on Thursday, April 1st, 2021. Present at the opening was Deputy City Clerk Madison Zuppa as well as City staff. Tender results were made public on the City website immediately following.

Analysis

A total of four (4) tenders were received. All tenders submitted were found to be complete. The low tender of \$798,128 (excluding HST) was received from EllisDon Corporation.

Financial Implications

When non-recoverable HST is added, the City's cost to complete this project is projected to be \$812,175.05. This is below the 2021 capital budget, of \$1,000,000 for this project.

Strategic Plan / Policy Impact

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

April 12, 2021

Page 2

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering, dated April 12, 2021, concerning the Boardwalk Remediation, be received and that Contract 2021-3E be awarded to EllisDon Corporation, be approved.

By-law 2021-73 authorizing execution of Contract 2021-3E appears elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



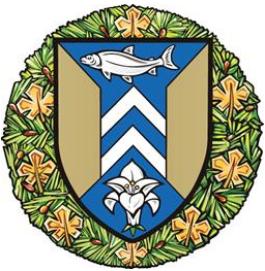
Carl Rumiel, P. Eng.

Manager of Design and Transportation Engineering

705.759.5379

c.rumiel@cityssm.on.ca

Attach.



The Corporation of the City of Sault Ste. Marie

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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Catherine Taddo, P. Eng.
DEPARTMENT: Public Works and Engineering Services
RE: Pim Street Pump Station Engineering Services

Purpose

The purpose of this report is to request by-law approval for an Agreement related to engineering services for the Pim Street Pump Station structural repairs.

Background

As part of the City's infrastructure inspection program, STEM Engineering completed a phased inspection of the wet wells, overflow tank, and inlet chamber components of the Pim Street Pump Station. The first phase of repairs were awarded in 2019, and are now complete. The second phase of repairs are now recommended.

Analysis

The proposed fees and single sourcing are within the staff approval levels as authorized in the Purchasing By-law. STEM Engineering is recommended for the engineering work based on Clause 22(3)(a) and (f) in the procurement bylaw, namely standardization of services and purchase in the best interests of the City.

Financial Implications

When recoverable HST is removed, the City's estimated cost to complete this project including engineering is approximately \$350,000. Costs will be further delineated once tendering of the project is complete. The engineering fee for the design and contract administration is approximately \$67,230 excluding HST. The total estimated project costs can be accommodated within the \$500,000 approved for pump station repairs in the 2020 capital budget.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2021-66 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Pim Street Pump Station Engineering Services

April 12, 2021

Page 2

Respectfully submitted,

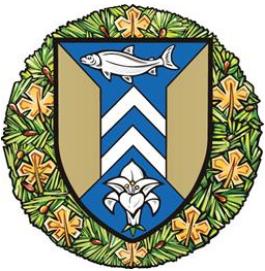
C. Taddo

Catherine Taddo, P. Eng.

Land Development and Environmental Engineer

705.759.5380

c.taddo@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

April 12, 2010

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Maggie McAuley, Municipal Services Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Elizabeth Street Sanitary Sewer – Consultant Selection

Purpose

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the urgent repair or replacement of the Elizabeth Street sanitary sewer and to repair the foundations of the Elizabeth Street stairs.

Background

The sanitary sewer, located in the unopened Elizabeth Street right-of-way is on the hill between MacDonald Avenue and Creery Avenue. The pipe has reached the end of its useful life and is experiencing joint failure. In the fall of 2020, Public Works undertook spot repairs on the pipe, but it was determined that the whole section of the pipe should be replaced.

The Elizabeth Street stairs, constructed in the 1980s, consist of four steel staircases on concrete abutments, connected with concrete sidewalk. During an inspection in December 2020, the steel staircases were noted to be in overall good condition, but the concrete abutment walls and walkways suffered from material loss and were severely undermined, with some abutment wall rotation. The stairs were closed to pedestrians in December 2020.

Analysis

As these two issues are located adjacent to each other and construction of the sanitary sewer system will likely impact the stairs, they were combined and a Request for Proposal for Engineering services for urgent repair was issued.

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
- Tulloch Engineering
- Kresin Engineering Corporation

Elizabeth Street Sanitary Sewer – Consultant Selection

April 12, 2021

Page 2

- 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. The Engineering Division will work with WSP to develop an engineering agreement that will be brought to Council at a later meeting.

Financial Implications

WSP's fee estimate included in their proposal submission is \$66,945 with a \$2,500 allowance for additional work that may be required by the new Provincial excess soil regulation, for a total of \$69,445 excluding HST. This amount can be accommodated within the \$600,000 approved for Emergency Sanitary Sewer repairs in the 2021 Capital Budget.

Strategic Plan / Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

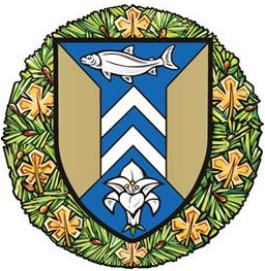
Resolved that the report of the Municipal Services Engineer dated April 12, 2021 concerning the Elizabeth Street sanitary sewer consultant selection be received, and that Council authorize entering into an agreement for engineering services with WSP.

An individual engineering agreement will be brought to Council for approval at a future meeting

Respectfully submitted,



Maggie McAuley, P. Eng.
Municipal Services Engineer
705.759.5385
m.mcauley@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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: Office of the Fire Marshal Fire Safety Grant

Purpose

The purpose of this report is to request approval to enter into a Transfer Payment agreement with the Province of Ontario. The agreement is a one-time grant to assist municipal fire services with costs related to COVID-19.

Background

In a memorandum from Jon Pegg (Ontario Fire Marshal) dated March 11th 2021, an announcement from the Solicitor General advised municipalities of a one-time grant for fire services. The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. The grant is intended to include access to training and equipment or other critical upgrades that are needed at the local level.

The goal is to provide fire departments with the flexibility to support two priorities. First, the grant may be put towards ongoing training needs that include registration, administrative programming, technology upgrades and associated costs for attending as well as for providing services. Second, as code compliance and inspections continue to be challenging utilizing grant funds to enhance inspection programs that may include technology, capital costs and training to ensure that Fire Services are able to meet the demand at local levels.

The grant application deadline was March 19th 2021. Staff received notification that the City's application was awarded up to \$22,600 in grant funding. In addition, once the municipal council signs the Agreement, the funds must be spent by August 1st 2021. A report back to the Fire Marshal will be required by September 1st 2021.

Analysis

Upon review of the announcement from the Solicitor General and a memorandum from the Ontario Fire Marshal, Sault Ste. Marie Fire Services Senior Fire Management discussed the criteria and intentions of the grant and proceeded to complete the application.

Office of the Fire Marshal Fire Safety Grant

April 12, 2021

Page 2.

In following the intent of the grant, the items below were included in the application to outline where the grant funds would be allocated:

- Training/Courses - Education enhancement for Fire Prevention Officers towards Building Codes, Fire Codes and Performing Fire Safety Inspections. Includes registration and course manuals. Associated costs \$3,200
- Personal Protective Equipment (PPE) - as outlined in the memorandum from the OFM, to alleviate financial pressures due to COVID which will provide staff the ability to operate in a safe manner. Purchase PPE and decontamination equipment to adequately supply staff and maintain the equipment for Emergency Response. Associated costs \$ 10,800
- Working Remote/In Field- Purchase of Laptops will provide staff the ability to work remote or in the field; allows virtual inspections to be conducted. Associated costs \$6,600
- Fire Public Education- enhances existing electronic fire extinguisher training system and program; additional purchase of electronic fire extinguisher allows for more individuals to complete the training; allows for charging in-between uses and provides the ability to properly clean and disinfect tool in-between uses. Associated costs \$2,000

The grant submission with the above items was received and approved by the Ontario Fire Marshal. Attached to this report is the Transfer Payment Agreement.

Financial Implications

There are no financial implications to the capital or operating budget.

Strategic Plan / Policy Impact

Service Delivery- Delivery of excellent emergency service to the municipality.

Recommendation

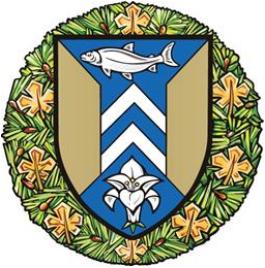
It is therefore recommended that Council take the following action:

Resolved that the report of Fire Chief Peter Johnson dated April 12, 2021 concerning request to enter into an agreement with the Province (Ontario Fire Marshal) for the Municipal Fire Safety Grant for 2020-2021 be approved. "The relevant By-law 2021-70 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Peter Johnson
Fire Chief
705.949.3333
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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Sale of 206 Cathcart Street to JHCD Unlimited Inc. (Frank Shunock)

Purpose

The purpose of this report is to advise Council of the offer received for the sale of 206 Cathcart Street.

ATTACHMENT

Attached as Schedule "A" is a map of the subject property ("Property"). Attached as Schedule "B" is an appraisal completed by Drew Butkovich, AREA Real Estate Appraisals.

Background

In 2014, this Property was subject to Building enforcement given the lack of maintenance of a building that was once on the Property. The building itself structurally failed. Building proceeded through enforcement, resulting in its demolition on March 13, 2014. Demolition costs in the sum of \$27,976.88 were added to already unpaid taxes and represent "Recoverable Charges" in the tax sale/vesting of property process under the *Municipal Act, 2001*. On August 8, 2016, the Property was vested in the City.

No taxes have been paid on this Property for some time. JHCD Unlimited Inc. expressed interest in the Property. JHCD Unlimited Inc. would like to rezone their property located at 267 Cathcart Street and requires 206 Cathcart Street for additional parking. JHCD Unlimited Inc. has been made aware if the sale was eventually authorized and completed, a rezoning would still be necessary to use the Property as desired. The rezoning would be a separate process that would follow the procedure, public notice requirements and appeal provisions as set out in the *Planning Act, R.S.O. 1990, c.P.13*.

On October 13, 2020, By-law 2020-192 declared the Property surplus to the City's needs and approved the disposition of same. The sale of the Property was advertised in the Sault Star on October 17, 2020 and on the City's web page

April 12, 2021

Page 2.

advising that the City wished to sell the Property to JHCD Unlimited Inc. No comments or objections were received.

JHCD Unlimited Inc. obtained a formal appraisal which determined the actual market value for this Property to be \$8,000.00. Negotiations ensued and JHCD Unlimited Inc. has offered \$12,000.00 for this Property.

Analysis

To assess JHCD Unlimited Inc.'s offer, it is important to note that the previous building enjoyed legal nonconforming status regarding zoning setbacks. This status is now lost with the demolition of the building. As such, any new development would be required to comply with the R-3 Low Density Residential Zone requirements. This lot does not meet the lot area or frontage requirements. The development potential is therefore very limited. The Appraisal confirms the dimensions of the lot as 33 feet by 85 feet for a total area of 2805 square feet. Building has advised that a property owner may be able to build on it but it would require variances, approvals or a very narrow home.

Further, pursuant to Sections 353(4) and (6) of the *Municipal Act, 2001*, if a municipality sells a property acquired through vesting and the cancellation price was \$10,000 or more, as was the case here, the proceeds of the sale must be shared proportionately with the other levying bodies that shared in the write-off of the taxes (ie. School Board, etc.). However, pursuant to Section 353(5) of the *Municipal Act, 2001*, a local municipality may deduct from the proceeds of the sale, the costs of any improvements made by the municipality on the land and its reasonable administrative costs with respect to that land. Finance has confirmed that the "Recoverable Charges" of \$27,976.88 that were added to the roll are "reasonable administration costs" and can therefore be deducted from the proceeds of any sale. Therefore, if the City were to accept the offer of \$12,000.00, the City would retain all the proceeds from the sale.

JHCD Unlimited Inc. obtained an actual appraisal which is more representative of the current market value of the Property. Finally, if the offer was accepted, the City would recover some expenses and also receive assessment revenue from the Property going forward.

Financial Implications

If the offer was accepted, the City would recover some of the Recoverable Charges and there would be ongoing revenue from taxation. The City also would not have to maintain the Property going forward and those costs would be eliminated.

Strategic Plan / Policy Impact

Not applicable.

Recommendation

It is therefore recommended that Council take the following action:

Sale of 206 Cathcart Street to JHCD Unlimited Inc. (Frank Shunock)

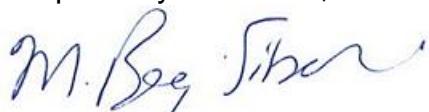
April 12, 2021

Page 3.

Authorize the disposition of the City owned property described as PIN 31575-0160 (LT) PT LT 159 PL 727 KORAH AS IN T436131; SAULT STE. MARIE, being civic 206 Cathcart Street in accordance with the City's policy for the disposition of land, to JHCD Unlimited Inc. for the amount of Twelve Thousand (\$12,000.00).

By-law 2021-72 authorizing the sale appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,



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

MBS/tj
Enclosures

\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\206 Cathcart Street Sale OPEN.docx

Schedule "A"



MAP TITLE

MAP PURPOSE/DESCRIPTION

Page 96 of 204

The Corporation of the City of Sault Ste. Marie
Legal Department
June 17, 2015

This map is for general reference only.
For official mapping, see the
Engineering and Planning Department.
Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

Parcel Fabric

0 5 10 20 Meters



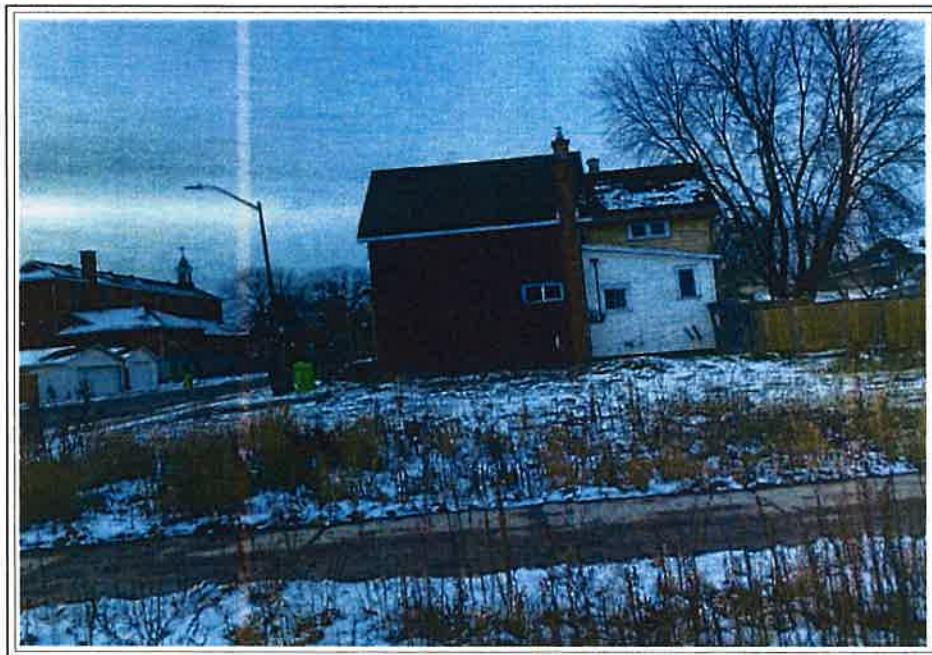
1:1,000

Schedule "B"

AREA Real Estate Appraisals
853 Queen Street East

206Cathcart
File No. Cathcart - 206

APPRAISAL OF



LOCATED AT:

206 Cathcart Street
Sault Ste. Marie, ON P6A 1E6

FOR:

JHCD Unlimited Inc.
c/o 797 River Road
Sault Ste. Marie, ON P6A 5K9

BORROWER:

N/A

AS OF:

November 18, 2020

BY:

Drew Butkovich, CRA, P.App

Sault Ste. Marie, ON, P6A 2A8

AREA Real Estate Appraisals
853 Queen Street East
Sault Ste. Marie, ON
P6A 2A8

JHCD Unlimited Inc.

c/o 797 River Road
Sault Ste. Marie, ON

Address of Property: 206 Cathcart Street
Sault Ste. Marie, ON P6A 1E6

Market Value: \$ 8,000

Dear Frank Shunock,

In fulfillment of our firm's agreement, we are pleased to present the attached report of our appraisal of the fee simple estate in the referenced parcel of real estate, as of November 18, 2020. The report sets forth our opinion of market value along with supporting data and reasoning which form the basis of our opinion. The value opinion reported is qualified by certain definitions, limiting conditions, and certifications.

This report was prepared for to establish a value towards possible future sale of the property. It is intended only for use by the members outlined in the report. It may not be distributed to or relied upon by other persons or entities without our written permission.

The property was inspected; market research completed and report developed by AIC designated member Drew Butkovich.

If you have any questions concerning the report, please contact our firm at (705) 759-2072.

Sincerely,
AREA Real Estate Appraisals

Drew Butkovich, CRA, P.App

RESIDENTIAL LAND APPRAISAL REPORT

REFERENCE: 206Cathcart

206 Cathcart - Vacant Land

FILE NO.: Cathcart - 206

CLIENT ATTENTION: Frank Shunock ADDRESS: 797 River Road Sault Ste. Marie, ON E-MAIL: PHONE:	APPRASIER COMPANY: AREA Real Estate Appraisals ADDRESS: 853 Queen Street East Sault Ste. Marie, ON P6A 2A8 E-MAIL: drew@evaluationet.com PHONE: 705-759-2072 FAX:	AIC MEMBER: Drew Butkovich, CRA, P.App	
 Appraisal Institute of Canada			
PROPERTY ADDRESS: 206 Cathcart Street CITY: Sault Ste. Marie PROVINCE: ON POSTAL CODE: P6A 1E6			
LEGAL DESCRIPTION: PLAN 727 LOT 159 S PT Source: Municipal Records			
MUNICIPALITY AND DISTRICT: District of Algoma, City of Sault Ste. Marie			
ASSESSMENT: Land \$ 43,500 Assessment Date: Jan. 1, 2020 Taxes \$ 666 Year 2020			
EXISTING USE: Vacant Land			
NAME: Perry Kerns Name Type: Owner			
PURPOSE: <input checked="" type="checkbox"/> To estimate market value <input type="checkbox"/>			
INTENDED USE: <input type="checkbox"/> First mortgage financing only <input type="checkbox"/> Second mortgage financing only <input type="checkbox"/> Conventional <input checked="" type="checkbox"/> Establish value for possible future sale			
INTENDED USERS (by name): JHCD Unlimited Inc.			
REQUESTED BY: <input checked="" type="checkbox"/> Client above <input type="checkbox"/> Other			
VALUE: <input checked="" type="checkbox"/> Current <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective <input type="checkbox"/> Update of original report completed on _____ with an effective date of _____			
PROPERTY RIGHTS APPRAISED: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Condominium/Strata File No.: _____			
IS THE SUBJECT A FRACTIONAL INTEREST, PHYSICAL SEGMENT OR PARTIAL HOLDING? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, see comments)			
APPROACHES USED: <input checked="" type="checkbox"/> DIRECT COMPARISON APPROACH			
EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (see attached addendum)			
HYPOTHETICAL CONDITIONS <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (see attached addendum. A hypothetical condition requires an extraordinary assumption)			
JURISDICTIONAL EXCEPTION <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (see attached addendum)			
NATURE OF DISTRICT: <input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/>			
TYPE OF DISTRICT: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural <input type="checkbox"/> Recreational <input type="checkbox"/>			
TREND OF DISTRICT: <input type="checkbox"/> Improving <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Transition <input type="checkbox"/> Deteriorating <input type="checkbox"/>			
BUILT-UP: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25 - 75% <input type="checkbox"/> Under 25% <input type="checkbox"/> Rural			
CONFORMITY Size: <input type="checkbox"/> Larger <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Smaller <input type="checkbox"/>			
AGE RANGE OF PROPERTIES (years): 5 To: 145			
PRICE RANGE OF PROPERTIES: \$ 10,000 \$ 230,000			
MARKET OVERVIEW: Supply: <input type="checkbox"/> High <input checked="" type="checkbox"/> Average <input type="checkbox"/> Low Demand: <input type="checkbox"/> High <input checked="" type="checkbox"/> Average <input type="checkbox"/> Low PRICE TRENDS: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining			
COMMENTS: Value trends, market appeal, proximity to employment and amenities, anticipated public/private improvements, apparent detrimental conditions (railroad tracks, unkempt properties, major traffic arteries, hydro facilities, commercial/industrial sites, landfill sites) Mixed-use neighbourhood located within close proximity to the downtown sector of the city. Area is well built-up, consisting mostly of single family and multi-family development with commercial and industrial uses to the south, west and east. Neighbourhood is well-established with the majority of buildings over a century old. Neighbourhood is bounded by: Wellington Street West to the north, Carmen's Way to the west, St. Mary's River to the south and North/Gore Street to the east.			
SITE DIMENSIONS: 33 x 85 UTILITIES: <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Sanitary Sewer <input type="checkbox"/> Septic			
LOT SIZE: 2805 Unit of Measurement: Sq.Ft.			
Source: Municipal Records WATER SUPPLY: <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Private Well			
TOPOGRAPHY: Level and at Street Grade FEATURES: <input type="checkbox"/> Gravel Road <input checked="" type="checkbox"/> Paved Road <input type="checkbox"/> Lane <input checked="" type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Curbs			
CONFIGURATION: Rectangular ELECTRICAL: <input checked="" type="checkbox"/> Overhead <input type="checkbox"/> Underground			
ZONING: R-3 (Low Density Residential Zone) LANDSCAPING: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average CURB APPEAL: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average Comments: Fair Poor			
OTHER LAND USE CONTROLS (see comments): USE CONFORMS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (see comments) ASSEMBLAGE: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (see comments) TITLE SEARCHED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (see comments and limiting conditions)			
Comments: Property has 33 feet of road frontage on Cathcart Street with 85 feet of depth. Site size is slightly below average for the area, particularly in depth. Building site is mostly level. Property is zoned R-3 (Low Density Residential Zone) which permits single family detached dwellings, duplex dwellings, semi-detached dwellings, etc. No title search was conducted.			
*tax amount is based off of the 2020 assessment and 2020 mill rate, not inclusive of any possible local improvement charges.			

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Page 1 of 4

AIC Vacant 05/18
AICLAND1808132019

AREA Real Estate Appraisals

RESIDENTIAL LAND APPRAISAL REPORT

REFERENCE:	206 Cathcart			FILE NO.:	Cathcart - 206					
HIGHEST AND BEST USE	EXISTING USE: Vacant Land ANALYSES AND COMMENTS: The highest and best use of the subject land as if vacant is estimated to be residential use. The improvements conform to the highest and best use considered for the land as if vacant. The highest and best use for the subject property as improved is estimated to be residential use as a single family detached dwelling or as parking overflow for nearby properties. This use conforms to the zoning designation as well as the neighbourhood standards.									
DIRECT COMPARISON APPROACH	SUBJECT		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3			
			Description	\$ Adjustment	Description	\$ Adjustment	Description	\$ Adjustment		
	206 Cathcart Street Sault Ste. Marie, ON P6A 1E6		124 Andrew Street Sault Ste. Marie, ON		128 Andrew Street Sault Ste. Marie, ON		33 Cameron Avenue Sault Ste. Marie, ON			
	DATA SOURCE	SM127480		SM127481		SM123549				
	DATE OF SALE	Feb. 28, 2020		Feb. 28, 2020		Oct. 15, 2018				
	SALE PRICE	\$ 6,750		\$ 6,750		\$ 12,000				
	DAYS ON MARKET	99		99		42				
	LOCATION		Downtown		Similar		Similar		Superior	
	SITE DIMENSIONS/LOT SIZE		33 x 85		29 x 100		30 x 100		45.89 x 104.73	
ZONING/LAND USE CONTROLS		R-3		R-3		R-3		R-2		
TOPOGRAPHY		Level		Level		Level		Level		
VIEW		South		West		West		East		
ADJUSTMENTS (Gross\$, Net\$)		Gross: \$ 1,500 Net: \$ 1,500		Gross: \$ 1,500 Net: \$ 1,500		Gross: \$ 5,000 Net: \$ -5,000				
ADJUSTMENTS (Gross%, Net%)		Gross: 22.2 % Net: 22.2 %		Gross: 22.2 % Net: 22.2 %		Gross: 41.7 % Net: -41.7 %				
ADJUSTED VALUES		\$ 8,250		\$ 8,250		\$ 8,250		\$ 7,000		
ANALYSES AND COMMENTS: Subject lot is situated on the corner of Cathcart and John Street, below average in size for the area. The comparable sales used are located within older, well-established neighbourhoods, with adjustments made for any outbuildings on the property. Subject property is being appraised 'as is' as at the effective date of the appraisal, November 18, 2020. The comparable sales used in the Direct Sales Comparison Approach are described in detail below.										
Comparable #1 - located on Andrew Street, a similar location also within the downtown sector of the city. Lot size is similar in both frontage and depth.										
Comparable #2 - located on Andrew Street, a similar location also within the downtown sector of the city. Lot size is similar in both frontage and depth.										
Comparable #3 - located on Cameron Avenue, a superior residential location, further from the industrial sector. Property has more appeal as a potential building site. Lot size is larger in both frontage and depth.										
The comparable sales range in adjusted sale price between \$7,000-8,250. All three comparables are mostly similar in lot size with Comparables #1 and #2 the most similar in both location and size. There are 2 active vacant land listings nearby the subject, ranging in asking price between \$19,900-29,900. Expired listings with the same parameters were also searched over the past 6 months, revealing no pertinent data.										
Subject property would have limited market appeal as a building lot due to its location on a corner lot, site influences and proximity to derelict properties. Based on analysis of the comparables above, current active listings for sale, expired listings and historic sales data, estimated market value is well supported.										
Average selling price of the above comparables - \$8,500.										
Average adjusted values of above comparables - \$7,833										
All three comparables hold equal weight towards final valuation.										
ESTIMATED VALUE BY THE DIRECT COMPARISON APPROACH (rounded): \$ 8,000										

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 Page 2 of 4

AIC Vacant 05/18
 AICLAND18 08132019

AREA Real Estate Appraisals

RESIDENTIAL LAND APPRAISAL REPORT

REFERENCE: 206Cathcart

206 Cathcart - Vacant Land

FILE NO.: Cathcart - 206

HISTORY	<p>SUBJECT SOLD WITHIN 3 YEARS OF EFFECTIVE DATE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>ANALYSES OF SALE TRANSFER HISTORY: (minimum of three years) No recent sale transfer history. This was verified via MLS search/municipal records.</p>	
EXPOSURE TIME	<p>SUBJECT LISTED WITHIN 1 YEAR OF EFFECTIVE DATE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>SUBJECT CURRENTLY LISTED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>ANALYSES OF AGREEMENTS FOR SALE, OPTIONS, LISTINGS OR MARKETING OF THE SUBJECT: (minimum of one year) No recent sale transfer history. This was verified via MLS search.</p>	
RECONCILIATION AND FINAL VALUE	<p>ANALYSES OF REASONABLE EXPOSURE TIME: A reasonable exposure time for the subject is less than 90 days. This is supported by Direct Sales Comparison Approach. One of the three comparable sales sold within 90 days on the open market, providing market evidence of an exposure time of less than 90 days. Subject would have market appeal to neighbouring properties as additional land or as parking overflow for nearby multi-family properties. Overall market appeal deemed to be be fair/average.</p>	
DEFINITIONS	<p>RECONCILIATION AND FINAL ESTIMATE OF VALUE: The Cost Approach is not applicable for this property type.</p> <p>The Income Approach is not applicable for this property type.</p> <p>The Direct Sales Comparison Approach indicates a value range between \$7,000-\$8,250. Comparables #1 and #2 are fairly similar in size, location and market appeal and would be considered the most similar sales. Adjusted value of Comparables #1 and #2 is \$8,250 (rounded to \$8,000). This value is well supported by the other comparable sales and will be used as the final valuation in this report.</p>	
SCOPE	<p>UPON REVIEWING AND RECONCILING THE DATA AND ANALYSES AND CONCLUSIONS, THE MARKET VALUE OF THE INTEREST IN THE SUBJECT PROPERTY AS AT November 18, 2020 (Effective Date of the Appraisal) IS ESTIMATED AT \$ 8,000</p> <p>COMPLETED ON November 18, 2020 (Date of Report) As set out elsewhere in this report, this report is subject to assumptions and limiting conditions, the verification of which is outside the scope of this report.</p> <p>DEFINITION OF MARKET VALUE: The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. (Appraisal of Real Estate, Third Canadian Edition, 2010) Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby buyer and seller are typically motivated; both parties are well informed or well advised, and acting in what they consider their own best interests; a reasonable time is allowed for exposure in the open market; payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.</p> <p>DEFINITION OF MARKET RENT (if applicable): The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion. (International Valuation Standards 2017)</p> <p>DEFINITION OF HIGHEST AND BEST USE: The reasonably probable use of real property, that is physically possible, legally permissible, financially feasible, maximally productive and that results in the highest value. (CUSPAP 2018)</p> <p>The scope of the appraisal encompasses the due diligence undertaken by the appraiser (consistent with the terms of reference from the client), the purpose and intended use of the report and the necessary research and analyses to prepare a report in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) of the Appraisal Institute of Canada. The following comments describe the extent of the process of collecting, confirming and reporting data and its analyses, describe relevant procedures and reasoning details supporting the analyses, and provide the reason for the exclusion of any usual valuation procedures.</p> <p>The appraisal issue that is the focus of this engagement has been discussed and defined with the client, the work required to solve the issue planned, and the necessary market data acquired, analyzed and reconciled into an estimate of market value in a manner typically expected in a "form" report.</p> <p>The specific tasks and items necessary to complete this assignment include a summary of the following:</p> <ol style="list-style-type: none"> 1. assembly and analyses of relevant information pertaining to the property being appraised, including listing and acquisition particulars if acquired within three years prior to the effective date of the appraisal; 2. a site visit and observation of the subject property and the surrounding area; 3. assembly and analyses of pertinent economic and market data; 4. an analyses of land use controls pertaining to the subject property; 5. an analyses of "Highest and Best Use", or most probable use; 6. a discussion of the appraisal methodologies and procedures employed in arriving at the indications of value; 7. inclusion of photographs, maps, graphics and addendum/exhibits when deemed appropriate; and 8. reconciliation of the collected data into an estimate of the market value or the market value range as at the effective date of the appraisal. <p>All data considered appropriate for inclusion in the appraisal is, to the best of our knowledge, factual. Due to the type of property being appraised and the nature of the appraisal issue, the findings have been conveyed in this "form" format.</p> <p>Other:</p> <p>Drew Butkovich, designated AIC Member, inspected the exterior of the subject improvements from road grade; searched municipal tax and property records; searched MLS and registry sales for evidence of market value. Appraiser then prepared a Comparative Market Analysis; arrived at a final estimate of value. Samuel Butkovich, AACI, P.App reviewed the report.</p>	

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Page 3 of 4

AIC Vacant 05/18
AICLAND18 08132019

AREA Real Estate Appraisals

RESIDENTIAL LAND APPRAISAL REPORT

REFERENCE: 206Cathcart

206 Cathcart - Vacant Land

FILE NO.: Cathcart - 206

ASSUMPTIONS, DISCLAIMERS AND LIMITING CONDITIONS	<p>The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP") and the following conditions:</p> <ol style="list-style-type: none"> 1. This report is prepared only for the client and authorized users specifically identified in this report and only for the specific use identified herein. No other person may rely on this report or any part of this report without first obtaining consent from the client and written authorization from the authors. Liability is expressly denied to any other person and, accordingly, no responsibility is accepted for any damage suffered by any other person as a result of decisions made or actions taken without authorization for an unauthorized use is unreasonable. 2. Because market conditions, including economic, social and political factors, may change rapidly and, on occasion, without warning, this report cannot be relied upon as of any date other than the effective date specified in this report unless specifically authorized by the author(s). 3. The author will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The property is appraised on the basis of it being under responsible ownership. No registry office search has been performed and the author assumes that the title is good and marketable and free and clear of all encumbrances. Matters of a legal nature, including confirming who holds legal title to the appraised property or any portion of the appraised property, are outside the scope of work and expertise of the appraiser. Any information regarding the identity of a property's owner or identifying the property owned by the listed client and/or applicant provided by the appraiser is for informational purposes only and any reliance on such information is unreasonable. Any information provided by the appraiser does not constitute any title confirmation. Any information provided does not negate the need to retain a real estate lawyer, surveyor or other appropriate experts to verify matters of ownership and/or title. 4. Verification of compliance with governmental regulations, bylaws or statutes is outside the scope of work and expertise of the appraiser. Any information provided by the appraiser is for informational purposes only and any reliance is unreasonable. Any information provided by the appraiser does not negate the need to retain an appropriately qualified professional to determine government regulation compliance. 5. No survey of the property has been made. Any sketch in this report shows approximate dimensions and is included only to assist the reader of this report in visualizing the property. It is unreasonable to rely on this report as an alternative to a survey, and an accredited surveyor ought to be retained for such matters. 6. This report is completed on the basis that testimony or appearance in court concerning this report is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to: adequate time to review the report and related data, and the provision of appropriate compensation. 7. Unless otherwise stated in this report, the author has no knowledge of any hidden or unapparent conditions (including, but not limited to: its soils, physical structure, mechanical or other operating systems, foundation, etc.) of/on the subject property or of/on a neighbouring property that could affect the value of the subject property. It has been assumed that there are no such conditions. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of the report and/or the qualifications of the author. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate. 8. The author is not qualified to comment on detrimental environmental, chemical or biological conditions that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air which may include but are not limited to moulds and mildews or the conditions that may give rise to either. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. It is an assumption of this report that the property complies with all regulatory requirements concerning environmental, chemical and biological matters, and it is assumed that the property is free of any detrimental environmental, chemical legal and biological conditions that may affect the market value of the property appraised. If a party relying on this report requires information about or an assessment of detrimental environmental, chemical or biological matters on the market value of the property. 9. The analyses set out in this report relied on written and verbal information obtained from a variety of sources the author considered reliable. Unless otherwise stated herein, the author did not verify client-supplied information, which the author believed to be correct. 10. The term "inspection" refers to observation only as defined by CUSPAP and reporting of the general material finishing and conditions observed for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only. 11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The author has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The author has not evaluated the quality of construction/workmanship or materials. It should be clearly understood that this visual inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the author. 12. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The author acknowledges that the information collected herein is personal and confidential and shall not use, disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the author's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the author's privacy policy and in accordance with the PIPEDA. 13. The author has agreed to enter into the assignment as requested by the client named in this report for the use specified by the client, which is stated in this report. The client has agreed that the performance of this report and the format are appropriate for the intended use. 14. This report, its content and all attachments/addendums and their content are the property of the author. The client, authorized users and any appraisal facilitator are prohibited, strictly forbidden, and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use. 15. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the author can be reasonably relied upon. 16. This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing. Use by any other person is a violation of AIC copyright. 17. Where the intended use of this report is for financing or mortgage lending or mortgage insurance, it is a condition of reliance on this report that the authorized user has or will conduct lending, underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender or insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis, and to conduct loan underwriting or insuring due diligence similar to the standards set out by the Office of the Superintendent of Financial Institutions (OSFI), even when not otherwise required by law. Liability is expressly denied to those that do not meet this condition. Any reliance on this report without satisfaction of this condition is unreasonable. 	
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I certify that, to the best of my knowledge and belief that:

1. The statements of fact contained in this report are true and correct;
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my impartial and unbiased professional analyses, opinions and conclusions;
3. I have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict of with respect to the parties involved with this assignment;
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
5. My engagement and compensation is not contingent upon developing or reporting predetermined results, the amount of value estimate, a conclusion favouring the client, or the occurrence of a subsequent event;
6. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
7. I have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
8. No one has provided professional assistance to the member(s) signing this report;
 The following individual provided the following professional assistance:

PROPERTY IDENTIFICATION

ADDRESS: 206 Cathcart Street CITY: Sault Ste. Marie PROVINCE: ON POSTAL CODE: P6A 1E6

LEGAL DESCRIPTION: PLAN 727 LOT 159 S PT

BASED UPON THE DATA, ANALYSES AND CONCLUSIONS CONTAINED HEREIN, THE MARKET VALUE OF THE INTEREST IN THE PROPERTY DESCRIBED,

AS AT November 18, 2020 (Effective Date of the Appraisal) IS ESTIMATED AT \$ 8,000

AS SET OUT ELSEWHERE IN THIS REPORT, THIS REPORT IS SUBJECT TO CERTAIN ASSUMPTIONS AND LIMITING CONDITIONS, THE VERIFICATION OF WHICH IS OUTSIDE THE SCOPE OF THIS REPORT.

CERTIFICATION

APPRAISER

 SIGNATURE:
 NAME: Drew Butkovich, CRA, P.App

CO-SIGNING AIC APPRAISER (If applicable)

SIGNATURE:

 NAME: Samuel Butkovich
 AIC DESIGNATION/STATUS: Candidate Member CRA,P.App AACI,P.App Membership # 907885

AIC DESIGNATION/STATUS: Candidate Member CRA,P.App AACI,P.App Membership # 076610

DATE OF REPORT/DATE SIGNED: 11/20/2020

PERSONALLY INSPECTED EXTERIOR OF THE SUBJECT PROPERTY: YES NO

DATE OF INSPECTION: November 18, 2020

LICENSE INFO: (where applicable)

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

SOURCE OF DIGITAL SIGNATURE SECURITY:

ATTACHMENTS AND ADDENDA: ADDITIONAL SALES EXTRAORDINARY ASSUMPTIONS/LIMITING CONDITIONS NARRATIVE PHOTOGRAPHS
 MAPS SCOPE OF WORK

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Page 4 of 4

AIC Vacant 05/18
 AICLAND18 08132019

AREA Real Estate Appraisals

RESIDENTIAL LAND APPRAISAL REPORT

CLIENT REFERENCE: 206Cathcart	206 Cathcart - Vacant Land APPRAISER AIC MEMBER: Drew Butkovich, CRA, P.App COMPANY: AREA Real Estate Appraisals ADDRESS: 853 Queen Street East Sault Ste. Marie, ON P6A 2A8 E-MAIL: drew@evaluationet.com PHONE: 705-759-2072 FAX:	FILE NO.: Cathcart - 206  Appraisal Institute of Canada
<p>EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS An extraordinary assumption is a hypothesis, either supposed or unconfirmed, which, if not true, could alter the appraiser's opinions and conclusions (e.g. an absence of contamination where such contamination is possible, the presence of a municipal sanitary sewer where unknown or uncertain). An extraordinary limiting condition is a necessary modification or exclusion of a Standard Rule which must be explained and justified by the appraiser (e.g. exclusion of one or more valuation approaches). The appraiser must conclude before accepting the assignment which involves invoking an Extraordinary Limiting Condition that the scope of the work applied will result in opinions and conclusions which are credible. Both must accompany statements of each opinion/conclusion so affected.</p> <p>N/A</p>		
<p>EXTRAORDINARY ITEMS ADDENDUM</p> <p>HYPOTHETICAL CONDITIONS Hypothetical conditions may be used when they are required for legal purpose, for purposes of reasonable analyses or for purposes of comparison. Common hypothetical conditions include proposed improvements, completed repairs, rezoning, or municipal services. For every Hypothetical Condition, an Extraordinary Assumption is required. Following is a description of each hypothetical condition applied to this report, the rationale for its use and its effect on the result of the assignment.</p> <p>N/A</p>		
<p>JURISDICTIONAL EXCEPTION The Jurisdictional Exception permits the appraiser to disregard a part or parts of the Standards determined to be contrary to law or public policy in a given jurisdiction and only that part shall be void and of no force or effect in that jurisdiction. The following comments identify the part or parts disregarded, if any, and the legal authority justifying these actions.</p> <p>N/A</p>		

Form produced using AIC software, 800 234 8727 www.aicweb.com
 Appraisal Institute of Canada © Ottawa, Canada 2018
 Addendum

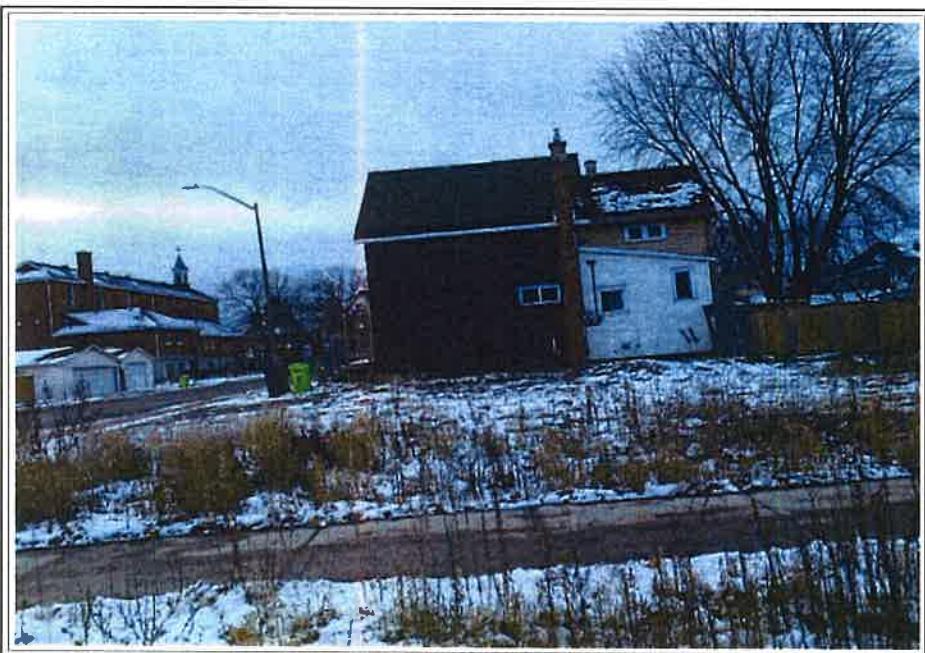
AREA Real Estate Appraisals

AIC Vacant 05/18
 AICLAND1808132019

SUBJECT PROPERTY PHOTO ADDENDUM

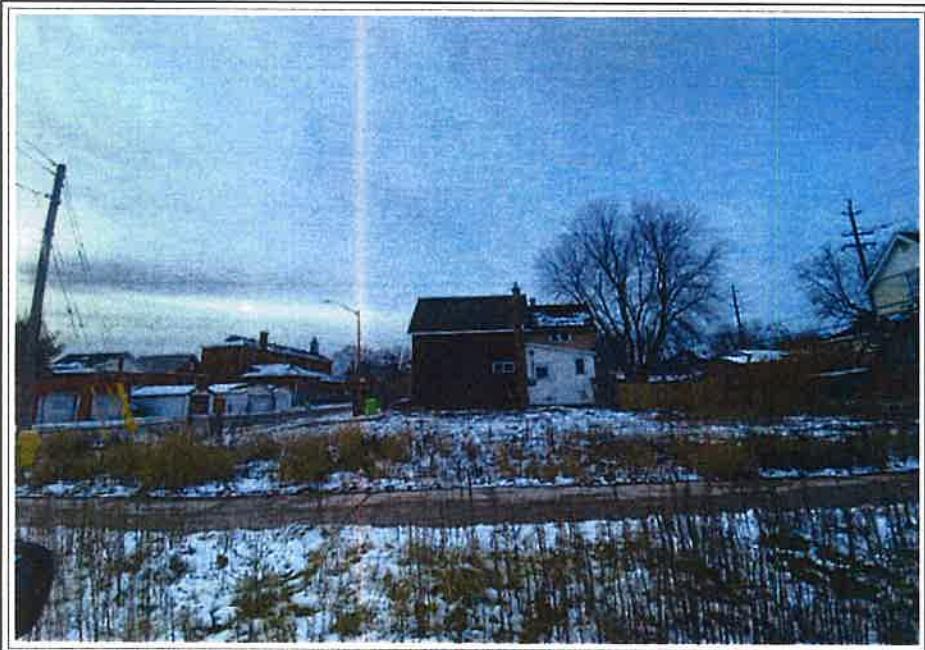
Borrower: N/A
Property Address: 206 Cathcart Street
City: Sault Ste. Marie
Lender: JHCD Unlimited Inc.

File No.: Cathcart - 206
Case No.: 206Cathcart
Prov.: ON
P.C.: P6A 1E6

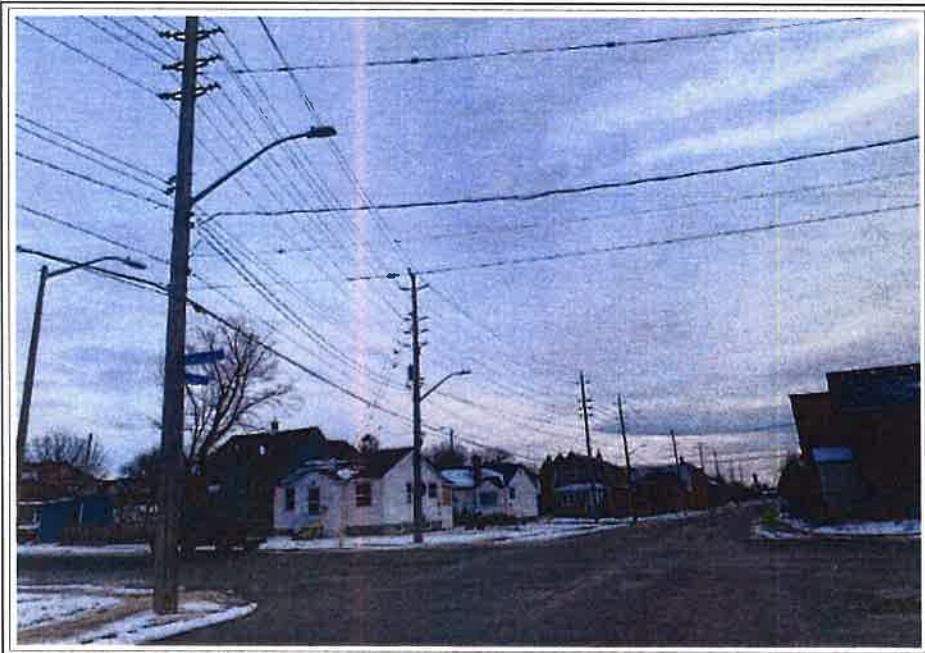


FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: November 18, 2020
Appraised Value: \$ 8,000



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A
Property Address: 206 Cathcart Street
City: Sault Ste. Marie
Lender: JHCD Unlimited Inc.

File No.: Cathcart - 206
Case No.: 206Cathcart
Prov.: ON
P.C.: P6A 1E6



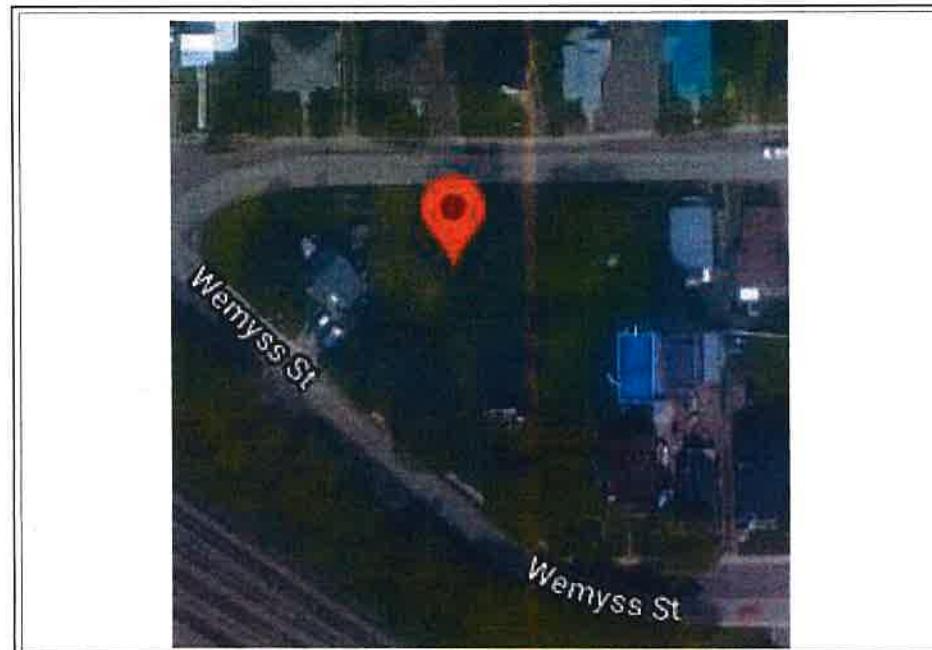
COMPARABLE SALE #1

124 Andrew Street
Sault Ste. Marie, ON
Sale Date: Feb. 28, 2020
Sale Price: \$ 6,750



COMPARABLE SALE #2

128 Andrew Street
Sault Ste. Marie, ON
Sale Date: Feb. 28, 2020
Sale Price: \$ 6,750



COMPARABLE SALE #3

33 Cameron Avenue
Sault Ste. Marie, ON
Sale Date: Oct. 15, 2018
Sale Price: \$ 12,000

PLOT MAP

Borrower: N/A	File No.: Cathcart - 206
Property Address: 206 Cathcart Street	Case No.: 206Cathcart
City: Sault Ste. Marie	Prov.: ON
Lender: JHCD Unlimited Inc.	P.C.: P6A 1E6



LOCATION MAP

Borrower: N/A	File No.: Cathcart - 206
Property Address: 206 Cathcart Street	Case No.: 206Cathcart
City: Sault Ste. Marie	Prov.: ON
Lender: JHCD Unlimited Inc.	P.C.: P6A 1E6



Sault Ste. Marie, ON, P6A 2A8

INVOICE

AREA Real Estate Appraisals
853 Queen Street East
Sault Ste. Marie, ON
P6A 2A8

FILE NO.
Cathcart - 206

INVOICE DATE
November 18, 2020

INVOICE NO.
100-072-20

LENDER/
CLIENT:
JHCD Unlimited Inc.
c/o 797 River Road
Sault Ste. Marie, ON P6A 5K9

BORROWER: N/A

ADDRESS OF 206 Cathcart Street
PROPERTY: Sault Ste. Marie, ON P6A 1E6

APPRAISED
AS OF November 18, 2020

APPRAISAL FEE: \$

500.00

DESCRIPTION / ADDITIONAL CHARGES

Vacant Land Appraisal

INVOICE SUBTOTAL: \$ 500.00
TAX 13.0%: \$ 65.00

INVOICE TOTAL: \$ 565.00

AMOUNT PAID: \$

AMOUNT PAID: \$

BALANCE DUE: \$ 565.00

TERMS Payable upon receipt of invoice.

PLEASE MAKE CHEQUES PAYABLE TO:

AREA Real Estate Appraisals
Credit Card payment available
E-Transfers to katrina@evaluationet.com

HST #10446 6735 RT0001

Thumbnails

File No. Cathcart - 206



Subject Front View

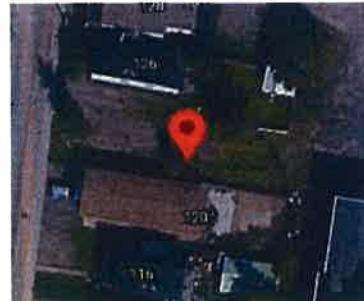


Subject Rear View

Title



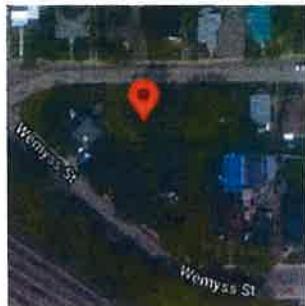
Subject Street Scene



Sales Comp. 1



Sales Comp. 2



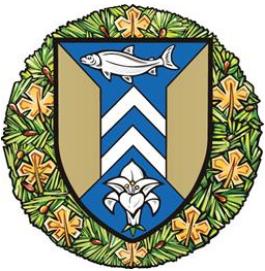
Sales Comp. 3



Plot Map



Location Map



The Corporation of the City of Sault Ste. Marie

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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Black Road Widening Project – Offer to Purchase 931 Black Road

Purpose

The purpose of this report is to update Council on the status of the Black Road Widening Project Phase II from Second Line to Third Line (the “Project”) and request Council’s authorization to acquire the final property needed to complete the Project.

Background

On January 8, 2018, Council directed staff to proceed to acquire seven properties at a total cost not to exceed Two Hundred Thousand (\$200,000.00) Dollars. During this Project, it was determined one property was not necessary. The acquisition of five of these remaining properties has been completed by the City. The final property acquisition is the purchase of a 0.54 acre (2,183 sq. m) portion of 931 Black Road owned by Jane Bean and Colleen Scott (the “Bean/Scott Property”).

Analysis

The Legal Department requisitioned appraisals for each of the parcels from AREA Real Estate Appraisals and reference plans from D.S. Urso Surveying. The total costs for property purchases, appraisal reports, legal fees, references plans and related costs to date is approximately \$70,000.00. The Legal Department has negotiated the acquisition of the Bean/Scott Property for the sum of Twelve Thousand (\$12,000.00) Dollars and recommends same.

Financial Implications

Council has authorized Two Hundred Thousand (\$200,000.00) Dollars for the acquisition of these properties. The total costs, including costs to date and anticipated future costs, do not exceed this amount. This is the final property acquisition for this Project.

Black Road Widening Project – Offer to Purchase 931 Black Road

April 12, 2021

Page 2.

Strategic Plan / Policy Impact

The Black Road Widening Project is linked to Objective 1A, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

Recommendation

It is therefore recommended that Council take the following action:

In accordance with direction given in Closed Session on March 29, 2021, City Council directs the Legal Department to proceed with the acquisition of a portion of 931 Black Road from Jane Bean and Colleen Scott for the sum of Twelve-Thousand (\$12,000.00) Dollars along with payment of all necessary expenditures related to the acquisition of the aforesaid property, with the required funding to be taken from the Two Million (\$2,000,000.00) Dollar Allocation in the 2018 capital budget for Black Road.

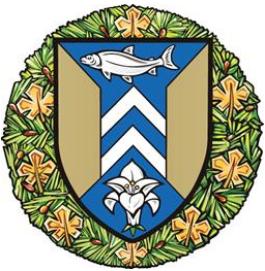
By-law 2021-62 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



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

MBS/da



The Corporation of the City of Sault Ste. Marie

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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Fields City Solicitor
DEPARTMENT: Legal Department
RE: Update on Pointe Des Chenes – Potable Water

Purpose

The purpose of this Report is to provide Council with an update on the issues of the provision of potable water at Pointe Des Chenes Park.

Background

In 1964 Transport Canada constructed a firefighting training area on the southwest portion of the airport property. Firefighting training was then conducted from 1964 to 1992. In 2002 the City built a water treatment plant at the campground to be operated by the PUC. In 2003 it was detected that one of the supply wells contained benzene concentrations.

By the spring of 2008 the benzene concentrations greater than the Ontario Drinking Water Standard was detected in both the raw and water samples collected from the water treatment plant on site at Point Des Chenes (“PDC”). From 2008 to June 2015, additional monitoring wells were installed and groundwater samples were taken for analysis.

In June 2015 in a meeting with the Ministry of the Environment, and Climate Change (“MOECC” now MECP), the MOECC confirmed not only the presence of benzene in their samples but now also confirmed the presence of PFAS, leading to the conclusion that the airport firefighting activities had resulted in offsite contamination. PFAS are found in the foam used to fight fire.

At that time Transport Canada was asked to:

- 1) Provide a timetable for restoring the water supply at the campground to potable conditions. This was set as an immediate priority;
- 2) Prepare a project timeline for preparing a sampling plan to further delineate the nature and extent of the contamination resulting from the airport; and

Update On Pointe des Chenes – Potable Water

April 12, 2021

Page 2.

3) Prepare a project timeline to develop a remediation plan to restore the natural environment.

To date, items 1 and 3 have never been achieved and to the City's knowledge not addressed by Transport Canada to MECP.

From 2015 to date, (six years) there has been various samplings, changes to samples, bi-weekly sampling, new filters, new filter systems, meetings, ongoing monitoring, multiple Transport Canada team leads, various Transport Canada consultants, reports, new wells, and one year plans but there is still no timetable for restoring the water supply in this area to potable, nor a remediation plan to restore the natural environment.

The City has also pushed to be provided with a timetable for restoring the water supply in this area to potable. The City has continually asked for a long term solution for the drinking water contamination. The latest proposal from Transport Canada is yet another filtering plan this one stated to be a "semi-permanent" solution involving another type of filtering. As past filtering plans have not been consistently successful, Staff question whether this is the path forward and question what "semi-permanent" means. Beyond this latest plan, Transport Canada has no other plans for how to clean up the water they have contaminated.

Health Canada released guidelines for the maximum acceptable concentrations of PFOS and PFOA (two PFAS) allowed in water. From June 2020 to October 2020, bi-weekly PFAS sampling results provided exceedances. The City has been and continues to be under a Directive from Algoma Public Health because the water being supplied to the former PDC campground is not potable.

Residential Sampling

When asked what was being done with respect to residential sampling in the area, Transport Canada advised that a program was developed with Algoma Public Health and the MECP. They advised that the residential sampling program was initiated in August 2019 and remains ongoing. We were advised that property specific results were being provided directly to participating residents as they become available. They stated that the results to date demonstrated that all sampled residences met the Ontario Drinking Water Quality Standards for benzene, met the Health Canada Maximum Acceptable Concentrations for PFOS and PFOA, and Health Canada Drinking Water Screening Values for other PFAS parameters.

COVID-19

In 2020 the PDC Campground was delayed in opening due to restrictions from the Provincial Regulations regarding the Pandemic. In the Spring of 2020

Update On Pointe des Chenes – Potable Water

April 12, 2021

Page 3.

Regulation 82/20 provided the Rules under that shut-down. Under the Schedule of Businesses that may open in a shutdown zone – Seasonal Campgrounds were allowed to open if they met certain conditions. One of those conditions was that the campsites were supplied with electricity, water service and facilities for sewage disposal. And the campground did not open as usual in May 2020.

The Lyons club reported the following for their 2020 season report:

“2020 brought us challenges which made keeping the park open very difficult. As it was made clear to the Lions Club, we were responsible for ensuring rules at the campground kept campers and employees safe. It was decided that it would not be possible to open the comfort stations as we were not in a position to pay staff to clean the comfort stations every half hour. We implemented restrictions on visitors. No travellers were to be allowed and campers were only allowed to have visitors to their campsite if said visitor was a member of their own household. We installed a Plexiglass shield on the counter of the office and made masks and hand sanitizer available for staff. These conditions were made clear in a letter to seasonal campers that was sent to inform them that we would be opening the park on June 19th, 2020. We lowered the site fee by 20% and extended the season to the Thanksgiving weekend.

As the result of the restrictions, many campers decided that they were not going to camp at Pointe Des Chenes during the 2020 season. We lost 27 campers immediately as they did not want to camp at Pointe Des Chenes due to the restrictions. We lost a few more during the season as we would not change the rules so they could bring in visitors (grandchildren) from outside the Algoma District (from Michigan and Sudbury for example). We had some interest expressed by new campers part way through the season but decided that it would not be fair to the current campers to bring in new people when we were not allowing visitors to the park”.

In February 2021, there was no Transport Canada plan in place for achieving a potable water supply to the City’s campground property. To the City’s knowledge there were no planned operational/mechanical changes to Transport Canada’s existing filtering system which would address the exceedances for the 2020 camping season. There was also no site remediation plan in place. With a substantial outlay of money that would be needed to replace the City’s old pressure tank the decision was made to close the campground to the public. Even had the tanks been replaced and the money spent, that would not have supplied potable water to the campground.

The City, has, on multiple occasions expressed the need to Transport Canada to see a final resolution to this issue. In November 2019, Staff expressed that issue to Transport Canada again and in return was provided with Transport Canada’s two-part approach to address the benzene and PFAS in the groundwater at PDC.

Update On Pointe des Chenes – Potable Water

April 12, 2021

Page 4.

In that report, they suggested yet another approach to filtering the water. Given how many years and filtering systems that have been recommended and tried, we are not confident that this will end up in a potable water result. Transport Canada had proposed to have this new plan in place by the end of September 2021, which would result in Transport Canada, once again, going through the process of continual monitoring for this camping season. Secondly, Transport Canada proposed to address the source of benzene and PFAS in the soils that remain at the Sault Ste. Marie airport, but they have not yet come up with a plan. We are advised that “An evaluation of potential options is currently underway and when completed will be shared with the Sault Ste. Marie Airport and Development Corporation (SSMADC).”

Currently, Transport Canada continues to test the water every (two weeks) and large filters weighing approximately 500 pounds are changed out and replaced at regular intervals. Even with this ongoing filter change, the sampling has resulted in exceedances. Transport Canada continues to ask for time to deal with the concerns but given the time already spent on this matter, Staff feel that a new approach is needed.

Analysis

Staff continue to work with Transport Canada for a sustainable solution to the provision of potable water at this site.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact

This is an operational matter.

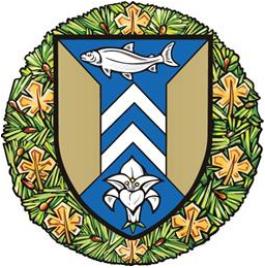
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of April 12, 2021 concerning the former Pointe Des Chenes campground be received as information.

Respectfully submitted,

Karen Fields
City Solicitor
705 759 5407
k.fields@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

April 12, 2021

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Malcolm White, CAO
DEPARTMENT: Chief Administrative Officer
RE: Pointe des Chenes Campground Update and Next Steps

Purpose

To provide background and context for Council's recent decision not to renew the operating agreement with the Lions Club to operate the campground and to recommend next steps.

Background

The Lions Club has been operating the Pointe des Chenes Campground through a series of operating agreements with the City for many years (since 1985). The agreements have had varying degrees of cost sharing arrangements for operating costs and capital improvements

Over the last 10 to 12 years, past and present City Councils have expressed concerns over the operating and capital costs being provided by the City for the campground, which would be classified as a non-core, non-traditional municipal service. These concerns were summarized in the following resolution passed at the 2012 11 05 Council meeting:

Whereas Pointe Des Chenes Park has been operated by the city of Sault Ste. Marie for many years; and

Whereas the property is divided into two distinct areas, one being a day use area and the other being a trailer park operated by the Lions Club of Sault Ste. Marie; and

Whereas the city has had a unique partnership with the Lion's Club with regard to the operation of the trailer park; and

Whereas the city has historically paid for most of the capital expenditures of the trailer park; and

Whereas an estimated \$45,000 is required to be spent on park upgrades in the near future; and

Whereas during the 2012 budget deliberations, it was agreed that council, in concert with city staff, would continue to look for opportunities to minimize expenditures and improve efficiencies within city operations;

Now Therefore Be It Resolved that appropriate staff prepare a preliminary report

Pointe des Chenes Campground Update and Next Steps

April 12, 2021

Page 2.

on possible long-term plans for the park, including but not limited to expansion of the trailer park or possible sale of the property to private interests who may wish to develop the area within existing zoning requirements; and

Further that the Lions Club be consulted as part of this report to determine future plans the club may have for the operation of the property.

The report responding to this resolution appeared on the 2013 04 22 Council meeting. The Lions Club presented future plans for the park that included expansion of the sites and upgrades to services to create revenue streams that would cover future operating costs and fund capital improvements. The plans required further study to assess feasibility and costs, which were reported back to Council at the 2015 02 09 Council meeting. In the intervening time the Lions Club operated the campground for the 2013 and 2014 seasons on the basis of annual extensions to the previous operating agreement, although the Club increased its contribution to the cost of operating the water system.

The assessment of the proposed expansion and upgrades indicated an estimated capital cost of \$1 million, which was beyond the capacity of the Lions Club. Council then approved a further 5 year operating agreement that reduced the operating contribution of the City. The City and the Club funded some incremental upgrades to the campground during this time, however the need for more significant capital investment remained.

After a one year extension that allowed operation during the 2020 season (abbreviated because of the pandemic), Council approved the recommendation not to renew the operating agreement due to the failure of the water distribution system and the significant investment required for a replacement and other required upgrades.

In addition to the operating issues, there has been a longstanding issue with the water supply at the site. A detailed history prepared by the City Solicitor is appended to this report. As Council is aware, the water supply is non-potable due to contaminants from firefighting activities at the airport from the time it was operated by Transport Canada. As the attached report outlines, despite many years of engaging Transport Canada and the Ministry of the Environment, Conservation and Parks, there is still no provision of potable water at the site.

Analysis

There are a number of options open to Council concerning the future of the campground property, however to preserve the value of the asset and ensure the sustainable future of the day park and campground property, the supply of potable water is critical.

Pointe des Chenes Campground Update and Next Steps

April 12, 2021

Page 3.

Staff are recommending that Council confirm its authorization for staff to continue to press Transport Canada to provide an acceptable solution for the provision of potable water at the site to serve the campground and the day park facilities in a timely manner. Once this issue is resolved, staff can then evaluate and present to Council options for the long-term future of the campground.

Financial Implications

There are no financial implications associated with the recommendation in the near term. There may be financial implications to be assessed once the City has been provided with a means to provide potable water at this site.

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 CAO dated 2021 04 12 concerning Pointe des Chenes Campground Update and Next Steps be received and the recommendation that staff continue to work with Transport Canada, the Ministry of the Environment, Conservation and Parks and Algoma Public Health to ensure the timely and sustainable provision of potable water for the campground and day park and to report further to Council on recommendations for the future of the campground once the provision of potable water has been established.

Respectfully submitted,

Malcolm White
CAO
705.759.5347
cao.white@cityssm.on.ca



Sault Ste. Marie
Public Library

www.ssmpl.ca

"One stop....endless possibilities"



ANNUAL REPORT 2020

Year in Review

2020 was not what we had expected. It was a year of strife, uncertainty and unrest. Even as the year came to an end we found ourselves still in the middle of a once in a generation pandemic that altered the way we work, behave and interact. The Library did what would have been unthinkable only a year prior. It closed its doors and barred the public from entering. These actions were taken for the greater public health. To combat this virus, everyone needed to do their small part.

Though the doors to the library were closed to safeguard our community members' physical health, what of their mental and spiritual health? For this we remained open and welcoming. The doors may have been temporarily closed but our online portals always remained open. The use of our online resources increased significantly over the year. We found new and inventive ways to reach out to the community through the Library's social media. We established a new lending service, Curbside Pickup, so we could get books safely into peoples' hands while working within the restrictions put in place by the Ontario Government and local health unit.

What this year has shown us is that we are resilient. Both we as a people and also the library as an institution. We have proven that we are able to innovate and adapt.

2021 marks the 125th anniversary of the Sault Ste. Marie Public Library. This means our library had endured a pandemic over 100 years ago, various changes in the community's industry and demographics, economic recessions, the rapid change of technology, and the emergence of the internet age. We shall endure this pandemic and the many other challenges that lay ahead.

I want to say that I am proud of the library staff for all they have done over this last year. They took on an incredible challenge and despite the many difficulties the pandemic had caused, they were able to achieve many successes as you will see in this Annual Report.

Lastly, I want to remind everyone that the library is here for the community and will continue to serve you through good times and bad. We remain a pillar of literacy, information, and culture in Sault Ste. Marie.

We wish you all well in the coming year and I hope to see you again soon among the stacks.



Our Vision

Our Library enriches lives, is a community hub that provides access to information and technology and supports and encourages personal growth and creativity.

Our Mission

One stop... endless possibilities

Our Values

Acceptance
Caring
Community
Hospitality
Respect
Stewardship

The following pillars support the vision and mission of the Sault Ste. Marie Public Library

Financial Management
People
Community
Products
Environment



Message From the Board Chair

Libraries store the energy that fuels the imagination. They open up windows to the world and inspire us to explore and achieve, and contribute to improving our quality of life. Libraries change lives for the better.
- Sidney Sheldon

On behalf of the Board of Directors of the SSM Public Library, I extend thanks to the many people who have contributed to the success of the Library during the chaos of COVID. Despite the lockdowns, staff is to be applauded for finding innovative ways of doing business and providing service to the community. The library's success is also due to the extremely important contributions of our extensive volunteer community. We look forward to welcoming them back to the library community. The Friends were on track toward a highly successful year. As soon as it is possible, they'll be available to receive your donations and help with purchases. It is truly my favourite place to acquire new reading material! It would be remiss to not acknowledge our city council. Their continued support in recognizing the value and the service of the library is critical to its success. No other community initiative gives such a high return on tax dollars. There is no Fake News at the library. We're a trusted source of information on all topics. Explore the abundance of resources available at the Library to expand your horizons and interests. Take advantage of the Library's extremely experienced staff to help in your quest for truth and knowledge.

There were many exciting events this year, including the successful opening of the North Branch and the dedicated archive space. Our community has a rich and fascinating history that can be explored through the 'Oral Histories' or the archives. The archives grew exponentially with the addition of the stories from the Sault Star. Take the time to explore the collection of oral histories, of past and present community leaders. You will not be disappointed.

We look forward to providing continued service to the community. Please take advantage of the James L. Macintyre Centennial Public Library and the North Branch. We are here in your continued quest for knowledge.

"One stop...endless possibilities"

SSM Public Library
Thank you
Wayne Greco
Board Chair



LEADER IN ACCESSIBILITY AWARD 2019

In early 2020, the Sault Ste. Marie Public Library was honoured to receive the Chamber of Commerce's Award for being a Leader in Accessibility for 2019.

BOARD OF DIRECTORS 2019-2022

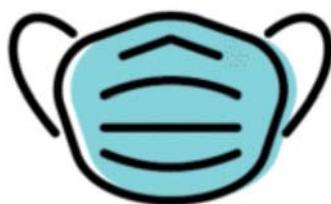
Wayne Greco - Chairperson
Luke Dufour (resigned December 2020)
Erin Ferlaino
Ashlee Gerard - Vice Chair
Jami van Haaften

Kevin Harrison
Sara McCleary
Mike Olejnik (joined January 2021)
Frances Ryan
Matthew MacDonald, Chief Executive Officer

Timeline 2020

Korah Branch closed and January was spent cleaning and moving out of the building.

From **January to March 13th, 2020** the library had normal operations including in-person programming.



May 10, 2020 - Launch of the first Online Story Time by the Children's staff members.

May 19 - Staff members were brought into the library on a rotating schedule to start pulling holds, preparing for curbside pickup service and answering telephone reference questions.

May 25 - Launch of curbside pickup service.

JANUARY

FEBRUARY

MARCH

APRIL

MAY

JUNE

March 13, 2020 - Based on escalating cases of COVID-19 within the province, the decision was made to suspend all in-person programming, Visiting Library Service and ILLO.

March 16th - Library Board announced closure of the library to the public on March 17th at 5 p.m.

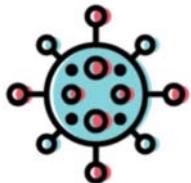
March 17th - Ontario declared a State of Emergency and implementation of a Lockdown which immediately closed all libraries.

March & April - Full-time staff worked from home doing online training, responding to online submission questions and creating online content to be published on our social media platforms.

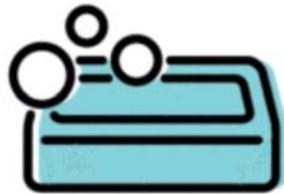




July/August 2020
Launched online summer reading programs for Children, Teens & Adults.

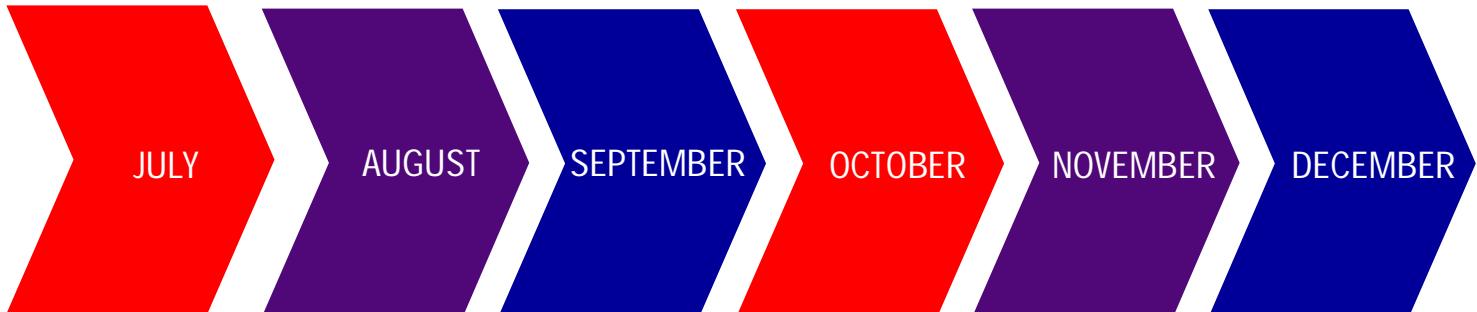


September 25 - October 25th, 2020 - Launched a virtual edition of Culture Days using the library's YouTube channel.



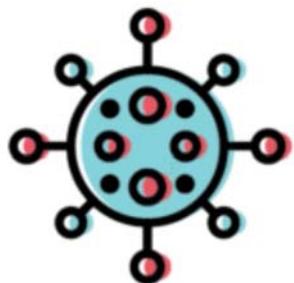
November, 2020 - Annual Paper Festival transitioned to Take Away Craft Kits for both adults and children.

November 17th - North Branch opened its doors to the public on reduced operating hours.



August 17, 2020 - Centennial Library opened its doors to the public for reduced operating hours. In-person visits resulted in a marked decrease in curbside pickups.

August 17 - Resumed ILL services.



October 18-24th, 2020 Ontario Public Library Week. Launched a virtual edition of Author Palooza.



December 26, 2020 - Ontario declared a second State of Emergency and Lockdown orders. All libraries closed to public.

December 29th - Curbside pickup service resumed at both Centennial Library and North Branch.

Impact of COVID-19

5



How Did the Library Adapt?

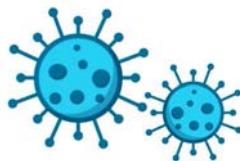
- In-person programming was replaced by online videos posted to the library's YouTube Channel and promoted through Social Media platforms.
- Staff created online contests and programming to engage with our community.
- Patrons coming into the library to browse and select their library materials was replaced by curbside pickup until limited access was permitted in mid-August.
- Reference & Information Service transitioned to fully online submission questions and telephone reference service during lockdown.
- Greater emphasis placed on the promotion of online resources including eBooks, Audiobooks, databases and home access to

For the first two and half months of 2020, Sault Ste. Marie Public Library experienced a normal year of in-person programming and visits by patrons to select their materials and use resources on-site.

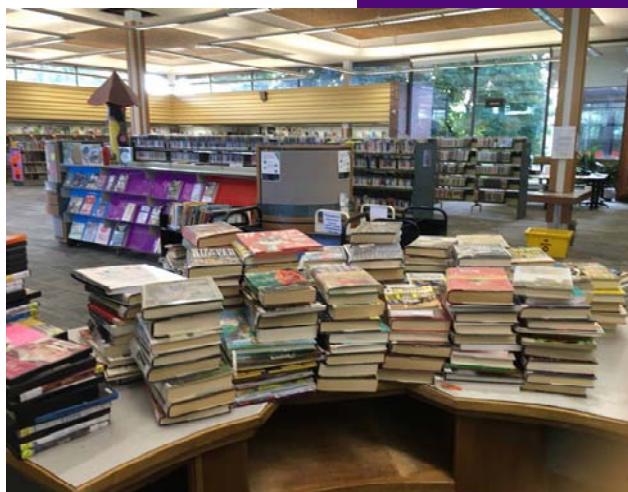


On the morning of March 17th, 2020, the province of Ontario issued a State of Emergency and Lockdown Order to be implemented immediately in response to the rapidly worsening COVID-19 pandemic that was spreading across the province. This forced an immediate closure of all public buildings including libraries suspending regular library service, including in-person visits and programming.

For library staff, 2020 rapidly became a year of trying out new ideas, learning new skills and adapting how library service could be delivered within the community during a pandemic.

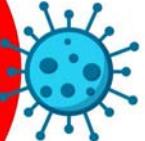


Behind the Scenes in Circulation



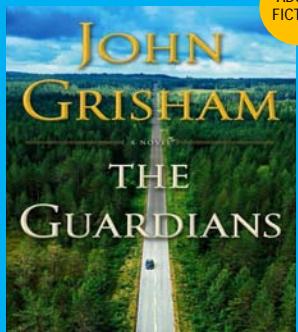
Piles of books!!

Circulation Staff were kept busy pulling holds and preparing packages for patrons to pick up through Curbside Pickup.



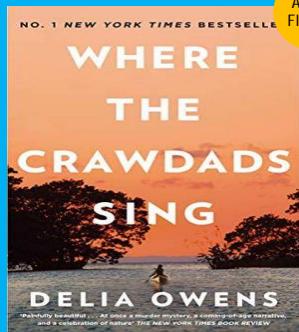
Top Trends 2020

BOOKS



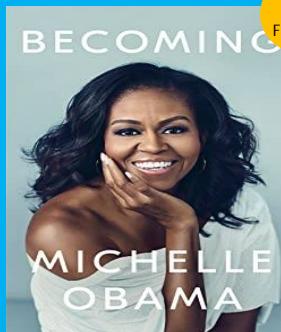
The Guardians
John Grisham

ADULT
FICTION



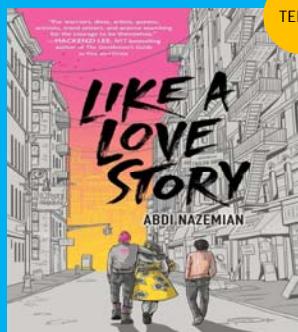
Where the Crawdads Sing
Delia Owens

ADULT
FICTION



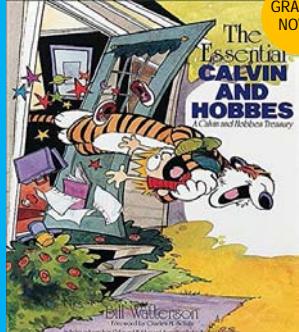
Becoming
Michelle Obama

ADULT
NON
FICTION



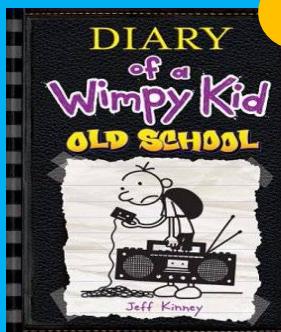
Like a Love Story
Abdi Nazemian

TEENS



The Essential Calvin & Hobbs: A Calvin and Hobbs Treasury
Bill Watterson

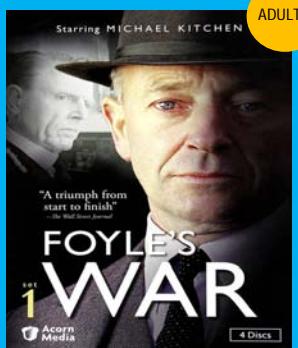
GRAPHIC
NOVEL



*Diary of a Wimpy Kid
Old School*
Jeff Kinney

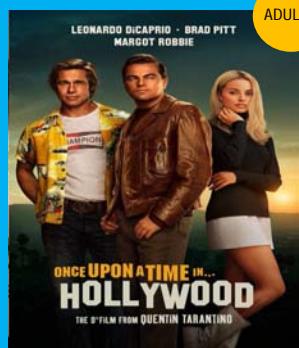
KIDS

DVDS



Foyle's War - Set 1

ADULTS



Once Upon a Time in Hollywood

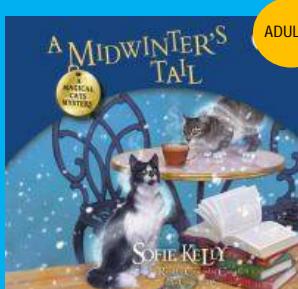
ADULTS



Frozen

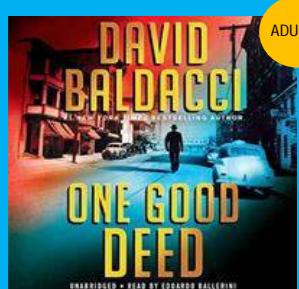
KIDS

BOOKS ON CD



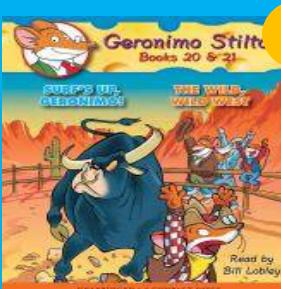
A Midwinter's Tail
Sofie Kelly

ADULTS



One Good Deed
David Baldacci

ADULTS



Geronimo Stilton Books 20 & 21
Geronimo Stilton

KIDS

Programming

Family Literacy Day with the Soo Greyhounds



In January of each year we celebrate Family Literacy Day. In a partnership with the Soo Greyhounds, the aim of this program is to raise awareness of the importance of literacy in a child's development. We are thrilled to have members of the Soo Greyhounds come and interact with the children in reading, crafts and games.



100 Children & 52 Adults Attended



Bon Soo Chess Night

The adult and children's chess programs held a joint event on February 4th, 2020 and welcomed Mr. Bon Soo as a special visitor.

60 People Attended

Bon Soo Story Time

Mr. Bon Soo returned to the library on February 8th, 2020 to participate in the always popular Bon Soo Story Time. Children love to see Mr. Bon Soo in person and be able to give him a big hug!

101 Children and 100 Adults participated.



Reader's Advisory



Surprise Reads for Kids

The Children's Department implemented a new reader's advisory program in the fall of 2020 in response to the reduced access to the library for children during the pandemic. Children (and parents) were invited to register for the program and staff select 3 books for each child on a monthly schedule which parents/caregivers can then pick up either through curbside pickup or inside the library, when possible.

115 children are registered for Surprise Reads

Page 128 of 204

On-Line Programming

Once the pandemic closures in mid-March began, all in-person library programming was suspended indefinitely. As the lockdown period continued, it soon became obvious that alternative ways to deliver programming to our patrons needed to be developed. One of the library's goals for the development of our online programming was to find ways to increase patron engagement as well as promote library resources that people could access while they were under the "Stay at Home" order. In April 2020 library staff began creating online content.

A new YouTube channel was established for Sault Ste. Marie Public Library and links were posted to our social media platforms to promote the online content.



**3,506 views of YouTube videos
7,353 impressions on YouTube
128.3 hours were spent watching videos on YouTube**

In the fall of 2020, Daniel Lance was hired under a short term Young Canada's Works grant. Using his background in film studies, we have appreciated his skills in the filming and editing of our online storytimes.



Online Story Times for Children

During the pandemic, book publishers temporarily loosened copyright access to their books so that they could be used in online story times, with some restrictions in place.

Children's staff immediately began developing and filming story times. On Sunday, May 10th, 2020 the first online story time was published and a minimum of 2 story times per week were posted throughout the year.

Craft Kits

Craft kits (with all required supplies included) were assembled by staff so that they could be picked up and taken home as an activity. This proved to be popular with our patrons.

The Children's Department put kits together for the TD Summer Reading Club program and Public Library month in October.

In late November craft kits were assembled for both adults and children to celebrate our annual Paper Festival.

From May to December, 88 online story times were published with 2400 views!



**391 kits for Children
87 kits for Adults (Paper Festival)**

On-Line Programming

10

Online Craft/Activity Videos for Children and Adults

Staff developed how-to videos on a variety of topics including simple crafts for children featuring materials easily found in their homes, demonstration of a Rube Goldberg challenge in partnership with Science North, as well as videos on the popular past-time of baking with sourdough while promoting eBooks on the topics.

Online Tutorials

While not being able to host in-person workshops and programs, staff developed some online tutorials with step-by-step instructions on how to navigate online resources including:

- How to Place a Hold Online
- Tips for Holding Online Book Clubs
- Tips for Using Online Databases

Online videos promoting library materials and collections

- How to Conduct a Family Book Chat
- New Book Promotion videos

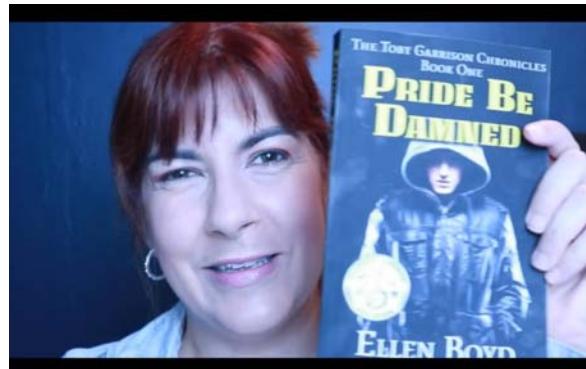
Video & Email Challenges to Entertain and Engage Patrons

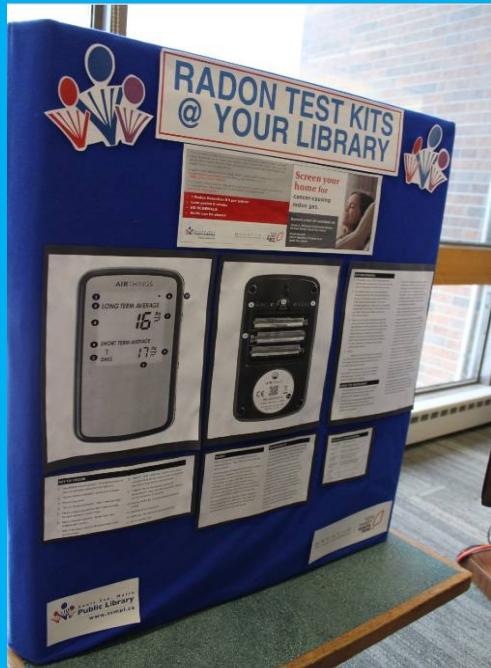
- Easter Egg Hunt on our website
- Gardening (series of 5 videos)
- Search and Find Challenges
- Fun Facts Friday
- Photography (series of 3 videos)
- Online Lego Programs
- Online Reading Programs

Author Palooza – Virtual Edition

Eight local authors were invited to submit or be filmed doing a short segment answering questions about their books and their writing process. All videos were posted on a Playlist on the library's YouTube channel and promoted individually through social media platforms with great results.

8 videos with 303 views





153 Radon
Detection Kits
circulated in 2020

Digital Radon Detection Kit Launch

The Library was pleased to partner with the Lung Association to make Digital Radon Detection Kits available to the public. With the addition of these kits to the library's collection, they could be borrowed with a valid library card making them easily accessible for the public.

Kits are placed in homes in order to test for radon levels. There was an overwhelming response to the launch of these kits.



Lung Association Festival of Trees

In an annual tradition that became virtual in 2020, the library decorated a tree for the Lung Association Festival of Trees featuring a themed tree and gift basket that is part of their silent auction.

The Circulation department chose the theme of "Sparkle and Joy", a unicorn themed tree this year and once again did an amazing job with their hand-made ornaments.



Community (cont'd)

Environment 12

Culture Days Festival

Our very popular Culture Day celebration of arts and culture in our communities became a month-long virtual event in 2020, instead of the usual 3-day weekend event. Sault Ste. Marie Public Library partnered with our local participating organizations, including the Ermatinger Clergue National Historic Site, the Art Gallery of Algoma, the Sault Ste. Marie Museum and others to post most events online.

A hub was created on the Culture Days website and all organizations posted links to their online events under the Sault Ste. Marie hub and were featured from September 25th to October 25th, 2020.

A playlist was created on our YouTube channel and displayed all of our Culture Day content in one place. A promotional video was put together featuring a lot of the photos that had been taken at the 2019 Culture Day events. This video was shared with the other organizations so that it could be used as part of the pre-promotion.

Improved Wayfinding

Bilingual signs (English/French) were installed throughout the James L. McIntyre Centennial Library at the end of 2020, replacing outdated unilingual ones.

This initiative was funded by a Francophone Community Grant from the Minister of Francophone Affairs. The grant totaling \$9,848 was also used to purchase two bilingual multimedia computers for children as well as French books and ebooks.



19 videos
144 views



Archives

ARCHIVES

Throughout 2020, a lot of activity has been going on behind the scenes in the Archives.

The support of the community in building the Archive collection is an important factor in its growth. In 2020, despite the extensive period of lockdown, 887 items were added to the Archive collection. The largest of these collections was LACAC (Local Architectural Conservation Advisory Committee) files from Chris Tossell with about 700 items, including photographs and slides of local buildings. This is an important addition to the Archive collection that documents some of the older homes and buildings in the city that were investigated to determine if they should be given a historical preservation designation.

Sault Star Archives

In late October of 2020, the Library was contacted by the Sault Star with an offer to donate the Sault Star archives, which included photographs, newspaper clippings, city directories as well as other local history material to the public library. The Sault Star had been given a month to vacate their building so the move had to be organized, materials packed and moved on a very quick timeline. During the first week of November, Archive and Reference staff members were able to start packing the collection and with the assistance of Ergo Office Plus the collection was moved on November 16th and 17th. Due to the size of the collection, it was split between the North Branch Archives and the Centennial Library Local History collection.

Scanning of the collection was begun immediately and by the end of 2020, 2,289 items had been scanned, mostly photographs and negatives.

Archive Digitization

One of the ongoing objectives is the digitization of the contents of the Archives so that more of the materials will be available online.

One of the collections that is in the process of being digitized is the Algoma Central Railway Survey Journals, a series of small leather-bound notebooks that the surveyors used to record their notes prior to the construction of the Algoma Central Railway.

25 Survey Journals Scanned



Oral History



The Oral History of Sault Ste. Marie project (a sub-committee of Living History Algoma) contributed four new oral histories to the archive collection in 2020 for the following individuals: Bob Cooper, Kay Snell-MacKay, Jean Lajambe and Glorya Nanne. These interviews are recorded to capture the memories and stories of our citizens and preserve them for future generations.



Digital Creator Lab

Volunteers

14

Digital Creator Sault Ste. Marie is a unique space that offers teens and others structured programming as well as open studio access, allowing for opportunities to learn, be inspired, or work independently. Participants can access technology and develop their skills in various digital media including photography, videography, art & design, animation and more.

It has been an important part of the Centennial Library for the past several years and during this time the space has provided an opportunity to engage the youth and give them a safe space to interact with each other.

The Digital Creator Lab was open until March 16th, 2020, when the provincial State of Emergency was announced and it was forced to close.

Once it has been deemed safe to resume in-person programming again, we look forward to re-opening this space.



Between September 19th, 2019
and March 11th, 2020
74% of the visitors were
between the ages of
11 and 19 years old

69% male ; 27% female
3% other

2020 marked the 30th anniversary of the formation of the Friends of the Sault Ste. Marie Public Library however due to COVID-19, planned celebrations had to be postponed.

After a very successful first quarter, the Friends of the Library Book Store closed in mid-March and remained closed to the public until September 15th, 2020. They were able to provide “front-line workers” to staff the Bookstore in the fall. Thanks to all who masked-up! During 2020 the Bookstore got a much deserved refurbishing as well. Even with less than six months of shortened hours, the Friends still made over \$13,000! During the time that the Bookstore was closed, the Friends were able to provide free books to the community at “pop-up Little Free Libraries” around town, including at the Roberta Bondar Tent, Bellevue Park and the community plaza at the corner of Albert and Gore Street.

We have a core group of great volunteers ready to get back to work as soon as it is safe.



1,300
VOLUNTEER HOURS
IN BOOKSTORE



6 LIBRARY COURIERS
VOLUNTEERED 41 HOURS
on VLS Deliveries and
Inter-branch deliveries

Year@aGlance

15

In Person - Circulation



20,097
Library Card Holders



3,751

Curbside Appointments
=18,495 Items Checked Out



Over 24,994

DVD & Blu-Ray Check Outs

Digital Media Service Added

In February 2020, Hoopla, a digital media service was added to the library's collection and made available to our patrons. Just in time for the lockdown, this new service allowed patrons to borrow movies, music, audiobooks, ebooks and TV shows that could be viewed on a computer, tablet or phone. A unique feature of this streaming service is no waiting for holds! All materials can be streamed immediately or downloaded to a device to be viewed later.

Electronic Resources - Circulation

23%
increase



Overdrive Audiobooks Borrowed
25,419



Hoopla Audiobooks Borrowed
952

Overdrive eBooks Borrowed
63,335

Hoopla eBooks & Comics
1553

Overdrive eVideos Borrowed
76

Hoopla Media
(including videos/music/television)
1197

Total Overdrive and Hoopla Circulation 92,532

28%
increase

Year @ a Glance



243,357

Library Website Visits



785,271

Library Online Catalogue
Page Views



1,022,367

Social Media Impressions

10,255

Database Searches
Conducted



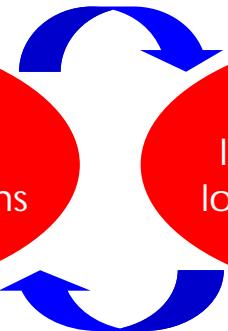
Total Questions asked

27,474

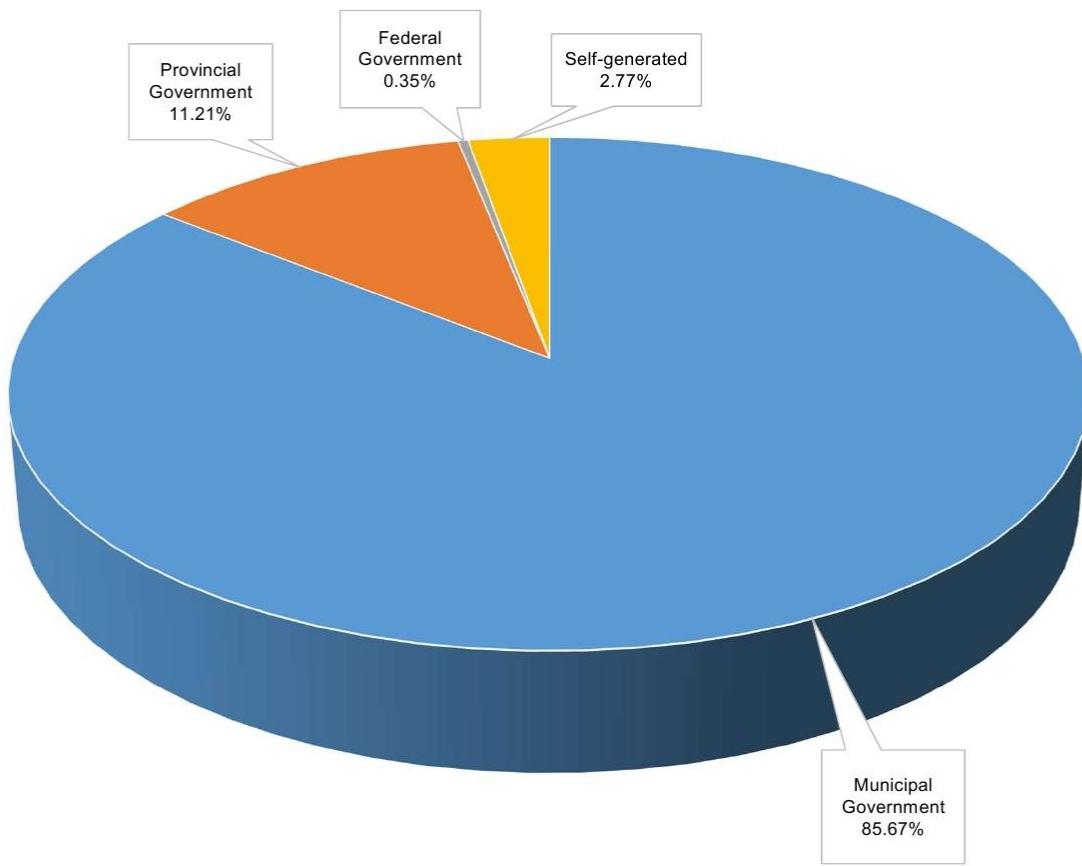


873
Interlibrary Loan items
borrowed for our patrons

384
Interlibrary Loan items
loaned to other libraries



Sources of Funding 2020



Meet our Business Administrator **Rosanne Chan, MTax BBA**

We welcomed Rosanne Chan to the Sault Ste. Marie Public Library as the new Business Administrator.

With a Master of Taxation (University of Waterloo) and Bachelor of Business Administration (Honours) Specialization in Accounting (Laurentian University), Rosanne was a tax accountant for seventeen years at BDO Canada LLP in Sault Ste. Marie, Ontario before assuming the role of Business Administrator in June 2020. She was born and raised in the Soo and while growing up, helped her parents operate the "Peacock Gardens Restaurant & Tavern" on Queen Street East until their retirement in 2001.

Rosanne Chan, MTax, BBA
Business Administrator

Staff Retirements



The Sault Ste. Marie Public Library is very proud of its staff and especially their efforts in ensuring that the residents of our community have a wonderful library experience. During 2020 we had a number of long-time staff who made the decision to retire. We thank them for their collective years of service to the public library and wish them well in their retirement.



Helena Huopalainen - Manager of Community Engagement

Helena began working at the library as a student page at the Centennial Library during high school and was eventually hired full-time in the Circulation Department. In 2014 she was offered a position in Management as the brand new Manager of Community Engagement. Her enthusiasm for libraries and love for people made this job a perfect fit for her. She entered retirement at the end of February 2020 after 40 full time years at the library.



Sandra Gaines - Reference Technician

Sandra was employed as a student page at the Centennial Library during high school. She later returned to work at the Centennial Library, starting in the Circulation Department, then the Children's Department before moving into the Technical Services Department as the Acquisitions Clerk. She completed her career at the library in the Reference & Information Department. After 31 full-time years at the library, Sandra retired at the end of June 2020.



Beverly Budd - Cataloguing Technician

Bev worked in the Technical Services Department for 26 years and was one of the staff responsible for cataloguing the materials that come into the library in order for patrons to be able to borrow them. Bev retired in September 2020 and returned to her home on the East Coast.

Myra Mlynarczyk a part-time staff member
retired on January 13, 2020.



Sault Ste. Marie
Public Library
www.ssmpl.ca

JAMES L. MCINTYRE CENTENNIAL LIBRARY

50 East Street , Sault Ste. Marie, ON P6A 3C3

Administration 705-759-5242

Reference 705-759-5236

Circulation 705-759-5271

Children's 705-759-5241

NORTH BRANCH

232C Northern Avenue, Sault Ste. Marie, ON P6B 4H6

Main Desk 705-759-5248

Archives 705-759-5447

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-62

PROPERTY ACQUISITION: (PR1.107(1) A by-law to authorize the acquisition of part of the property located at civic 931 Black Road. (Bean/Scott).

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

1. PROPERTY ACQUISITION

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

2. EXECUTION OF DOCUMENTS

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

3. SCHEDULE "A"

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

4. EFFECTIVE DATE

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

PASSED in open Council this 12th day of April, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

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

VENDOR: Jane Bean and Colleen Scott

ADDRESS: 931 Black Road

LEGAL DESCRIPTION: PART PIN 31505-0032 (LT) PT LT 20 RCP H735
TARENTORUS; PART 1 1R13452; SAULT STE. MARIE

CONSIDERATION: Twelve Thousand (\$12,000.00) Dollars (subject to usual
adjustments)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2021-65

DEVELOPMENT CONTROL: A by-law to remove designate lands located at 81, 85, 89, 93, 97 and 101 Ruth Street from an area of site plan control.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. DEVELOPMENT CONTROL AREA

Despite By-law 2011-166 designating the lands described on Schedule "A" attached hereto as an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto, the lands described in Schedule "A" shall not be subject to site plan control and are hereby exempt from By-law 2011-166.

2. SCHEDULE "A"

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

4. EFFECTIVE DATE

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

PASSED in open Council this 12th day of April, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

SCHEDULE "A" TO 2021-65



Application Map Series	Legend	City of Sault Ste. Marie Planning and Enterprise Services
<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse <input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image <input type="checkbox"/> Official Plan Amendment	Subject Properties: 81, 85, 89, 93, 97, 101 Ruth Street Parcel Fabric	 Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca <small>This map is for general reference only. Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983</small>
Property Information Civic Address: 81, 85, 89, 93, 97, 101 Ruth Street Map No.: 56 1-72 Date Created: 02/11/2021		

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-66

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for engineering services for the Pim Street Pump Station structural repairs.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 12, 2021 between the City and STEM Engineering Group Incorporated, a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for the Pim Street Pump Station structural repairs.

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 12th day of April, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

M.E.A. / C.E.O.

CLIENT / ENGINEER AGREEMENT

FOR

Professional Consulting Services

2020

AGREEMENT CONTENTS

	<u>Page</u>
DEFINITIONS.....	- 2 -
ARTICLE 1 - GENERAL CONDITIONS.....	- 3 -
ARTICLE 2 - SERVICES	- 10 -
ARTICLE 3 - FEES AND DISBURSEMENTS.....	- 11 -
ARTICLE 4 – FORM OF AGREEMENT	- 14 -
ARTICLE 5 – ATTACHMENTS.....	- 15 -

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 12th day of April A. D. 2021

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Engineer intends to design engineering details for repairs of the Overflow Tank, Wet Well #1 and Wet Well #2 of the Pim Street Pump Station. Repairs include: East wall repair of the Overflow Tank, roof slab repair of Wet Well #1, pipe support replacement and access ladder replacement of both Wet Wells #1 and #2. The purpose of the repairs is to maintain the structural integrity and function of the Pump Station.

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

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Engineer directly and whose names are party to this Agreement.
- b) Services – The services to be provided by the Engineer and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.7 are hereinafter called the ‘Services’.
- c) RFP – N/A
- d) Addenda – an item of additional material, typically omissions, added
- e) 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.

The Engineer will abide and follow the further directions and instructions provided by the Client from time to time as may be provided by 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 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.

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**

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 completely indemnify and save harmless the Client, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions,

inactions or omissions of the Engineer, its employees, agents or officers or as a result of the performance of this Agreement by the Engineer, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Engineer, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

1.11 **Insurance**

The Engineer shall provide the following insurance coverage as set forth below and shall ensure that the Client is named as an additional insured under the following policies of insurance. Further the following insurance policies shall contain a waiver of subrogation in favour of the Client and shall further require that the Insurer not only be obliged to defend the Client in the event of any and all Claims but that the Insurer have the obligation to indemnify and save harmless the Client from any and all claims regardless of whether the Client is partially or wholly responsible for any such Claim(s) that may be made against Engineer and the Client. The Engineer shall provide a Certificate of Insurance with respect to this coverage to the Client before the commencement of the provision of the services under this Agreement:

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence.

- b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

1.12 **Force Majeure**

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

In addition, if such delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation. The parties agree that the amount of the adjustment as set out herein shall be agreed to in advance by the parties acting reasonably.

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 Engineer and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- c) In the event of failure by the Engineer and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Engineer and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer 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.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. 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 insistence 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 expeditiously to meet the requirements of the Client 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.

ARTICLE 2 – SERVICES TO BE PROVIDED

2.01 Services provided by the Engineer will include preparation of Engineering Drawings (complete with repair details), specifications, contract administration, review and reporting. It should be noted that scaffolding access, cleaning and confined space access will all be provided by others. Refer to estimate sheets (Schedule A).

The Engineer, through the selected contractor, will have the chambers cleaned (power washed), all liquid and sludge removed (vac truck), scaffolding installed for access and confined space monitoring and rescue services provided to meet Ontario Regulations. This work will be included in the Contractors Bid documents as part of their work. Any contractor retained by the Engineer shall be subject to the City's Contractor Pre-Qualification Process prior to completing any work.

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 are 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**

3.2.1 **Not applicable**

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:

Job Classifications:

Senior Engineer \$160.00

Engineer 3 \$120.00

Designer \$95.00

Technician/Site \$85.00

Clerical \$60.00

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 **Not applicable**

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 Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees paid by the Client to the Engineer for the Services shall not exceed the total upset limit of \$67,230.00 plus applicable taxes. All work required for this project shall be completed within the total upset limit of \$67,230.00 plus applicable taxes.
 - (i) **Not applicable**

(ii) **Not applicable**

- (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.

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 Not applicable

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.

3.4 **Fee Estimate**

Our fee estimated is contained in Schedule A.

Our estimated Engineering fee for this 2020 work, under STEM project #17190.01, is \$66,230.00 (+HST).

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: STEM ENGINEERING GROUP INCORPORATED

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This Day of

Signature	
Name	MARK COLEMAN, P. Eng.
Title	PRINCIPAL

THE CORPORATION OF CITY OF SAULT STE. MARIE

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

This Day of , 20

Signature		Signature	
Name	CHRISTIAN PROVENZANO	Name	RACHEL TYCZINSKI
Title	MAYOR	Title	CITY CLERK

ARTICLE 5 – ATTACHMENTS – N/A

SCHEDULE "A"

Estimate Sheets



875 Queen Street East, Suite 2
Sault Ste. Marie, Ontario
P6A 2B3

p.705.942.6628
f.705.942.7515

ENGINEERING ESTIMATE

Project:	Pim Street Pump Station Repairs 2020 design, 2021 work	Project No.	17190.01
Description:	Engineering and Contract Administration-REVISED	Date:	March 4, 2021

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-67

COUNCIL PROCEDURE: A by-law to amend By-law 2013-100 (being a by-law to regulate the proceedings of the Council of the City of Sault Ste. Marie).

The Council of The Corporation of the City of Sault Ste. Marie, pursuant to Section 238 of the *Municipal Act, 2001*, S.O. 2001, c. 25, and amendments thereto **ENACTS** as follows:

1. BY-LAW 2013-100 AMENDED

By-law 2013-100 is amended as follows:

Schedule A-III-1 Appointments

Appointments

Add after: Every appointment made by Council to boards and committees shall be at the pleasure of Council, whether or not the appointment is for a specified time period.

“Members of boards and committees of Council that have direct contact with vulnerable individuals or handle cash may be required to provide a clear police record check.”

2. EFFECTIVE DATE

This by-law shall be effective from the date of its final passing.

PASSED in open Council this 12th day of April, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-68

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Economic Development Corporation, Sault Ste. Marie Region Conservation Authority and The Sault Cycling Club to construct up to 75 kilometers of multi-use mountain bike trails extending from the Sault Ste. Marie city limits into the surrounding Algoma region.

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Sault Ste. Marie Economic Development Corporation, Sault Ste. Marie Region Conservation Authority and The Sault Cycling Club, a copy of which is attached as Schedule "A" hereto. This Agreement is to construct up to 75 kilometers of multi-use mountain bike trails extending from the Sault Ste. Marie city limits into the surrounding Algoma region.

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 12th day of April, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Memorandum of Understanding

Algoma Trail Network

THIS Memorandum of Understanding made the _____ day of _____, 2021.

between

The Corporation of the City of Sault Ste. Marie

herein called the "City"

and

Sault Ste. Marie Economic Development
Corporation

herein called the "SSMEDC"

and

Sault Ste. Marie Region Conservation Authority

herein called the "SSMRCA"

and

The Sault Cycling Club, a non-share capital
corporation incorporated under the *Corporations*
Act of Ontario

herein called the "Club"

WHEREAS Section 8 of the Municipal Act, S.O. 2001 (hereinafter referred to as the "*Municipal Act*") provides that the powers of a municipality under the *Municipal Act* or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 9 of the *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 *Municipal Act* or any other Act;

AND WHEREAS the SSMRCA is the owner of property legally described as:

PIN 31480-0010 (LT) – PT SEC 10 TARENTORUS; PT SEC 11 TARENTORUS AS IN T149358, T169726;
SAULT STE. MARIE

PIN 31480-0013 (LT) – LT 11 RCP H719 RANKIN LOCATION SRO; SAULT STE. MARIE

PIN 31480-0068 (LT) – PCL 2018 SEC AWS; PT SEC 3 TARENTORUS AS IN A4246; SAULT STE. MARIE

PIN 31480-0067 (LT) – PCL 9123 SEC AWS; W1/2 OF SE1/4 SEC 3 TARENTORUS; SAULT STE. MARIE

PIN 31480-0080 (LT) – PCL 9123 SEC AWS; NE 1/4 SEC 11 TARENTORUS; SAULT STE. MARIE

PIN 31480-0081 (LT) – PCL 60 SEC AWS; SE SEC 11 TARENTORUS EXCEPT MRO AS IN LT44767;
SAULT STE. MARIE

PIN 31480-0082 (LT) – PCL 2064 AWS; PT SEC 11 TARENTORUS AS IN LT21068 EXCEPT MRO AS IN
LT70124; SAULT STE. MARIE

PIN 31480-0073 (LT) – PCL 4748 SEC AWS SRO; PT SEC 1 TARENTORUS; PT SEC 2 TARENTORUS AS
IN LT26175 EXCEPT NE1/4 OF NE1/4 SEC 2; SAULT STE. MARIE

PIN 31480-0078 (LT) – PCL 2599 SEC AWS; PT SEC 2 TARENTORUS AS IN LT24941 EXCEPT AS IN

Memorandum of Understanding

Algoma Trail Network

LT44767; SAULT STE. MARIE
PIN 31480-0079 (LT) – PCL 691 SEC ALG; PT SEC 2 TARENTORUS AS IN A617; SAULT STE. MARIE
PIN 31480-0072 (LT) – PCL 304 SEC AWS; PT SEC 2 TARENTORUS AS IN A1890; SAULT STE. MARIE
PIN 31480-0062 (LT) – PCL 305 SEC AWS; NE ¼ SEC 3 TARENTORUS; SAULT STE. MARIE
PIN 31480-0074 (LT) – PCL 9123 SEC AWS; NW1/4 OF NE1/4 SEC 2 TARENTORUS; SAULT STE. MARIE
PIN 31480-0076 (LT) – PCL 4750 SEC AWS SRO; S1/2 OF NW1/4 SEC 2 TARENTORUS; SAULT STE. MARIE
PIN 31480-0077 (LT) – PCL 4749 SEC AWS SRO; PT SEC 1 TARENTORUS AS IN LT22255; SAULT STE. MARIE
PIN 31480-0075 (LT) – PCL 4748 SEC AWS SRO; NE1/4 OF NE1/4 SEC 2 TARENTORUS; SAULT STE. MARIE
PIN 31480-0012 (LT) – PT SEC 10 TARENTORUS AS IN T169989; SAULT STE. MARIE

(Being all of the Parcels of Land wherein the Algoma Trail Network Development project described below shall be located) as shown outlined in green on the Plan attached as Schedule "A" hereto (the "Lands");

AND WHEREAS the "Algoma Trail Network Development" can best be described as a proposed 75 km trail network that will be purpose-built for mountain biking, but will be a multi-use trail system open to all human-powered users. Trail users will include runners, hikers, and dog walkers in the summer months, and fat tire biking, snowshoeing and backcountry skiing in the winter months (hereinafter: "Trails");

AND WHEREAS on April 16, 2019, the SSMRCA approved a first phase of the City and SCC proposal to construct the Farmer Lake Mountain Bike Trail Network within the Hiawatha Highlands Conservation Area, the Lands;

AND WHEREAS the SSMEDC on June 17th, 2019 approved submitting funding applications to FedNor, and City EDF for a multi-use trail system project, named the "Algoma Trail Network Development Project";

AND WHEREAS an application for funding the specific project was submitted to the Federal Government on May 17, 2019 by the SSMEDC, and on February 5th, 2020, SSMEDC received the FedNor contribution agreement for the Algoma Trail Network Development Project which provides a one-time contribution in the amount of \$500,000.00, further to a pledge from the City to the EDC on September 9, 2019 to contribute \$167,000.00 to the project;

AND WHEREAS the funding agreement received unanimous support;

AND WHEREAS a Steering Committee comprising of SSMEDC, City, SCC, and SSMRCA members was formed to manage and coordinate the development of the Trails;

AND WHEREAS a Charter was created to set out the parties' individual responsibilities and contributions to the Trails, said roles and responsibilities which shall now be formally agreed upon herein;

AND WHEREAS the tourism benefits of the Trails is recognized by all parties;

NOW THEREFORE to implement the foregoing, in consideration of use of the Lands and the covenants hereinafter set forth and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties mutually agree to the following:

1. PROPOSED PROJECT

The Parties hereto in completing their respective roles and responsibilities herein shall contract professional services and contractors to construct up to 75 kilometers of high grade and quality, multi-use mountain bike trails extending from the Sault Ste. Marie city limits into the surrounding Algoma

Memorandum of Understanding

Algoma Trail Network

region.

2. USE OF THE LANDS AND DEDICATION TO THE PROJECT

- 2.1. The Parties acknowledges that the use of the trail developed, constructed, and maintained by them are for the use of all authorized users of the Lands, including, without limitation to hikers, walkers, runners, and cyclists, save for motorized vehicles or horses.
- 2.2. The SSMRCA agrees to dedicate the Lands for the nonexclusive use described at section 2.1 above.

3. FUNDING & ALLOCATIONS (inclusive of HST):

As per the Funding agreement executed between the SSMEDC and Her Majesty The Queen in Right of Canada on February 5th, 2020:

Project Funding	
FedNor	\$500,000.00
EDC by way of contribution from the Municipal Accommodation Tax (MAT), or other sources.	\$167,000.00
Total:	\$667,000.00

4. CONSTRUCTION

- 4.1. The Trails, including all pathways, structures and installations, will be constructed by the EDC using the EDC funding as received by FedNor and the MAT, for the project and maintained by the Club or by qualified donors or qualified volunteers under the supervision of the Club at the Club's sole expense in accordance with all International Mountain Bike Association (IMBA) guidelines, and in accordance with all recommendation by the trail designer retained by the SSMEDC. The SSMEDC shall retain by way of board resolution a trail designer.

5. MAINTENANCE

- 5.1. The Club undertakes to inspect and maintain the Trails and shall enter into or extent any applicable trails maintenance agreement with the SSMRCA, which shall account for:
 - 5.1.1. Conduct trail inspections and prepare reports to document the status of the Farmer Lake Trail System to the SSMRCA twice annually.
 - 5.1.2. Undertake trail maintenance activities as required, informed by inspection results and reports by trail users.
 - 5.1.3. Conduct winter fat bike grooming on a schedule as agreed to by the SSMEDC or its agents on an annual basis

6. ADDITIONAL ROLES OF THE PARTIES

6.1. The City will provide:

- 6.1.1. Staffing and resources to complete the request for proposal documents for Trail Master Plan and Trail Construction phases
- 6.1.2. Will work with partners to provide funding support for Trail Master Plan.
- 6.1.3. Staff of the City will perform a number of administrative, management and operational duties on behalf of the SSMEDC as further described in the Management Agreement which came into effect on January 1st, 2020.

Memorandum of Understanding

Algoma Trail Network

-
- 6.1.4. Marketing and promotional support through various municipal outlets, website, and other media resources including regional and provincial tourism networks.
 - 6.1.5. Provide networking and coordination between project participants, partners and community stakeholders.
 - 6.1.6. Communicate outcomes, partner and participant feedback and community benefit data/statistics to project partners and City stakeholder.
 - 6.1.7. Communicate project progress to the SSMRCA General Manager and board as appropriate.
 - 6.1.8. Ongoing Communication and reporting to the Federal Economic Development Initiative for Northern Ontario (FedNor).
- 6.2. **Sault Ste. Marie Economic Development Corporation will provide:**
- 6.2.1. Financial management of funds expenditures relative to the agreement established through FedNor Claims process.
 - 6.2.2. Facilitation of the purchase of a snowmobile and winter grooming equipment to the Club and assume any cost for the transfer from the SSMEDC to the Club. In the event that the Club ceases grooming on an annual basis (and a minimum once weekly during the winter months, or when snowfall exceeds 10 cm), the ownership of the snowmobile will be forfeited to the SSMEDC, and the Club shall bear at its sole expense any and all cost to transfer the snowmobile's ownership back to the SSMEDC.
- 6.3. **Sault Cycling Club will provide:**
- 6.3.1. Provide input on the development and construction of the Algoma Trail Network.
 - 6.3.2. Maintenance, fuel, insurance and grooming schedule for the purchased snow machine and winter grooming equipment through ATN funding and ongoing grooming of winter fat bike trails.
 - 6.3.3. Provide SSMRCA with digital trail location data and maps of finalized trail system.
 - 6.3.4. Communication on outcomes, partner and participant feedback and community benefit data/statistics to project partners.
 - 6.3.5. Updates on club fundraising initiatives to support the development of the ATN project.
- 6.4. **SSMRCA will provide:**
- 6.4.1. Input and expertise relative to the SSMRCA mandates and requirements for the development of the Trail Master Plan.
 - 6.4.2. Access to property for the use of trail building and trail maintenance.
 - 6.4.3. Provide technical staff to review the flagged trail corridor and participate in inspections as desired by the SSMRCA.
 - 6.4.4. Communicate outcomes; partner and participant feedback and community benefit data/statistics to project partners and City stakeholders.

7. INSURANCE & INDEMNITY

- 7.1. The Club commits to carrying insurance for the trails in an amount of \$5,000,000.00 per occurrence, with no less than a \$10,000,000.00 aggregate and shall provide to the SSMRCA and the EDC a certificate of insurance with SSMRCA and SSMEDC listed as an additional insured for \$5,000,000.00 on an annual basis.
- 7.2. The parties acknowledge the City's and the SSMEDC's non-involvement with the project, save for facilitating working relations between the parties hereto, and other levels of government, in seeing the project come together, in addition to any future direct or indirect

Memorandum of Understanding

Algoma Trail Network

funding to the project which would be subject to a Funding Agreement between the City, the EDC and the funded party and therefore agree that the City and the SSMEDC shall not be liable or responsible in any way or to any other person for (a) any injury arising from or out of any occurrence in, upon, at or relating to the Lands or any part thereof from any cause whatsoever, whether or not any such injury, loss or damage results from any fault, default, negligence, act or omission of the City or the SSMEDC, or its agents, servants, employees or any other person for whom the City or the SSMEDC is in law responsible; (b) any injury, loss or damage insured against or required to be insured against by the Club under this Section; and (c) any injury or damages not specified above to the person or property of the Club, its agents, servants, or employees, or any other person entering upon the Lands under express or implied invitation of the Club.

- 7.3. Notwithstanding any other terms, covenants, and conditions contained in this Agreement, the parties shall promptly defend, protect, indemnify and hold completely free and harmless the City and the SSMEDC from and against any and all claims in connection with any injury or any loss or damage to property arising from or out of this Agreement, or any occurrence in, upon or at the Lands, or the occupancy or use by the parties of the Lands, or any part thereof, or occasioned wholly or in part by any fault, default, negligence, act, or omission of the parties or by any person permitted to be on the Lands by the parties. If the City & the SSMEDC shall be made a party to any litigation commenced by or against the parties, the parties shall collectively or independently promptly indemnify and hold completely free and harmless the City & the SSMEDC and shall pay to the City & the SSMEDC all costs and expenses, including, without limitation, any professional, consultant and legal fees on a complete indemnity basis that may be incurred or paid by or on behalf of the City & the SSMEDC in connection with such litigation on demand.

8. WHOLE OF AGREEMENT

- 8.1. This MOU, and the Agreements referenced herein and schedules hereto, comprises the whole of the understanding between the parties and is not subject to or in addition to any other agreements, representations or warranties, whether written, oral or implied. Should any conflict exist between the schedules and Agreement referenced herein, the MOU shall take effect overall.
- 8.2. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile or other electronic forms of transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 8.3. This Agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and permitted assigns.

Memorandum of Understanding

Algoma Trail Network

IN WITNESS WHEREOF, the parties have caused to be affixed their corporate seals under the hands of their authorized officers on their behalf.

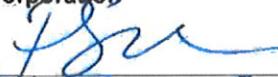
**The Corporation of the City
of Sault Ste. Marie**

Date: April 12, 2021
Christian Provenzano, Mayor

Date: April 12, 2021
Rachel Tyczinski, City Clerk

I/We have the authority to bind
the Corporation

**Sault Ste. Marie Economic and Development
Corporation**


Paul E. Skoggs - President Date: March 18, 2021

I/We have the authority to bind
the Corporation

**Sault Ste. Marie Economic and Development
Corporation**

Date:

I/We have the authority to bind
the Corporation

Memorandum of Understanding

Algoma Trail Network

IN WITNESS WHEREOF, the parties have caused to be affixed their corporate seals under the hands of their authorized officers on their behalf.

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

Date: April 12, 2021

Christian Provenzano, Mayor

Date: April 12, 2021

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the Corporation**

**Sault Ste. Marie Economic and Development
Corporation**

Date:

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the Corporation**

**Sault Ste. Marie Economic and Development
Corporation**

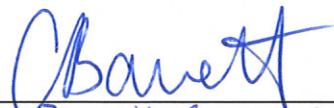
William Freiburg Date: March 15, 2021
William Freiburg Treasurer

**I/We have the authority to bind
the Corporation**

Memorandum of Understanding

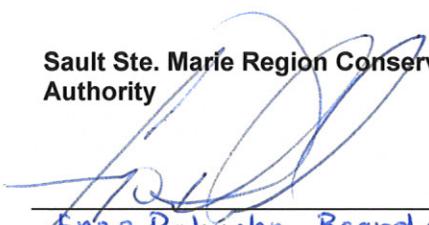
Algoma Trail Network

**Sault Ste. Marie Region Conservation
Authority**


Corrina Barrett, General Manager, Date: March 24/21

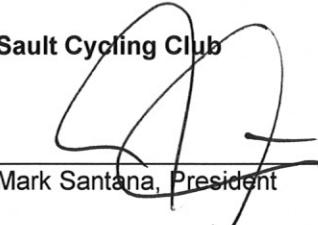
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the Corporation

**Sault Ste. Marie Region Conservation
Authority**


Enzo Palumbo, Board Chair, Date: March 24/21

I/We have the authority to bind
the Corporation

Sault Cycling Club


Mark Santana, President, Date: March 24/21

I/We have the authority to bind
the Corporation

Memorandum of Understanding

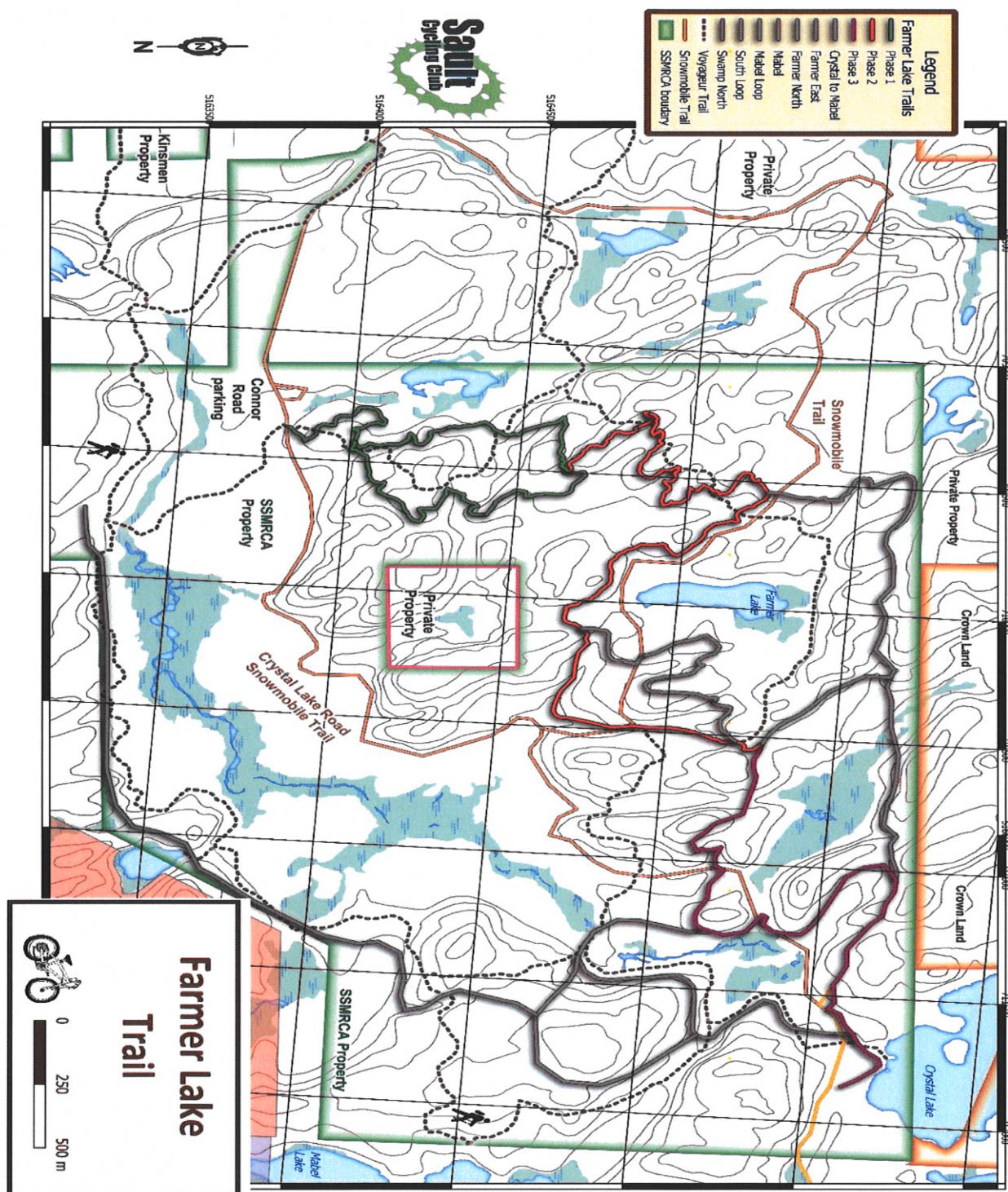
Algoma Trail Network

Schedule "A"

**Lands Subject to this Agreement and proposed
Trails**

Memorandum of Understanding

Algoma Trail Network



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-69

PARKING: 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.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE "A" TO BY-LAW 90-305 AMENDED

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. EFFECTIVE DATE

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

PASSED in open Council this 12th day of April, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
SCHEDULE "A"			
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST, STATION MALL/STATION 49/STATION TOWER
30	RENDELL,VERN	ALGOMA CENTRAL PROP	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
151	PARR,DEREK	NORPRO SECURITY	STATION MALL/STATION 49/STATION TOWER
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE,LAURA LEE	ALGOMA CENTRAL PROP	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
253	TRAVESON,TERRANCE	NORTH EAST SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
267	CORBIERE,JOHN(TED)	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE,KEN	HOLIDAY INN	320 BAY ST.
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROIOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN,LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372	BENOIT,ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD,HEIDI	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE,ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
443	MARCIL,MARK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
463	MORIN,ALEX	CORPS OF COMM	GREAT LAKES FOREST RESEARCH CENTRE
464	DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
484	MCLEOD,VIRGINIA	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX/JOHN RHODES COMMUNITY CENTRE/NORTHERN COMMUNITY CENTRE
486	LONGO,NADIA	GT,NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU,MARISA	GT,NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR,MARILYN	GT,NORTH RETIREMENT	760 NORTHERN RD.
489	MCQUEEN,WANDA	GT,NORTH RETIREMENT	760 NORTHERN RD.
490	LUXTON,JEFF	GT,NORTH RETIREMENT	760 NORTHERN RD.
493	BROWN,FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
516	GAY,JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
517	ROY,BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA,WMILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
556	ARCAND,SCOTT	CORPS OF COMM	SAULT AIRPORT
565	LISCUMB,GERALD	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET,WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
568	PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
587	GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART, JASON	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE,SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO,DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK, JASON	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
627	BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY, MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT

678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
700	FORD, BRIAN	G4S SECURITY	SAULT AREA HOSPITAL
703	DIAS, CODY	G4S SECURITY	SAULT AREA HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT AREA HOSPITAL
705	DEGILIO, JOEY	G4S SECURITY	SAULT AREA HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT AREA HOSPITAL
707	FINN, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
708	POWLEY, CHAD	G4S SECURITY	SAULT AREA HOSPITAL
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT AREA HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
729	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
733	GREGORCHUK, CATHERINE	REAL ESTATE STOP INC	2 QUEEN STREET WEST
735	KEMP, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVICE	68 MARCH ST, 485 QUEEN ST E (REAR)
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524,524A,536, & 536A GOULAS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/621 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER, CARL	PERZIA GROUP	70 EAST ST/ 700 BAY ST
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
749	CORBETT, THOMAS	G4S SECURITY	SAULT AREA HOSPITAL
750	NEVEAU, ERIC	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
751	BRETON, JULIEN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
753	DISANO, RONALD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
754	DAVIES, RHONDA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
755	HEIDT, TERRY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
756	MCCOY, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
757	WERTH, KARL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
758	NEVEAU, KAYLA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
759	FITTON, MATTHEW	G4S SECURITY	SAULT AREA HOSPITAL
760	FARKAS, DARIEN	G4S SECURITY	SAULT AREA HOSPITAL
761	SLATER, KYLE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
762	MACKENZIE, JENNA	G4S SECURITY	SAULT AREA HOSPITAL
763	CIOTTI, MARK	DSSAB	SSM HOUSING PROPERTIES Bellevue Park&Manna Strathclair Park, James Elliot Park, Roberta Bondar Park&Manna Pointe Des Chenes, PWT, 556 Queen St E, AUS&B HSCDSB- All Locations, Notre Dame Du Sault Bushplane Museum, 116 Industrial Park Cres, Public Libraries, NCC, YMCA, Haldimand Coop, 60 Pm St, 33: Korah Rd & 149A Trunk Rd#75 Second Line W Bellevue Park&Manna Strathclair Park, James Elliot Park, Roberta Bondar Park&Manna Pointe Des Chenes, PWT, 556 Queen St E, ADS&B HSCDSB- All Locations, Notre Dame Du Sault Bushplane Museum, 116 Industrial Park Cres, Public Libraries, NCC, YMCA, Haldimand Coop, 60 Pm St, 33: Korah Rd & 149A Trunk Rd#75 Second Line W
764	PARDY, NATHAN	KC SECURITY	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEKEN CENTRE/NORTHERN COMMUNITY CENTRE
765	LAPRADE, DANIEL	KC SECURITY	ROBERTA BONDAR PARK & BELLEVUE MARINA
766	PALARO, DONALD	CITY OF SAULT STE MARIE	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
767	JOHNSON, DREW	CITY OF SAULT STE MARIE	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
768	TULLOCH, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
769	WEST, NADINE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
770	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
771	JANKAR, PAVAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
772	SINGH, ARSHPREET	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
773	VERMA, PUNEET	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
774	GILL, HARPREET	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
775	KUMAR, ANKUR	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
776	FRANCE, ADAM	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
777	LONG, CHRISTYNE	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
778	SEWELL, CAROLYN	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
779	BONIN, THOMAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
780	SINGH, GURPREET	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
781	PATEL, JANKI	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
782	PATEL, PARAS	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
783	THOROLD, EDWARD	NEPTUNE SECURITY	SAULT STE. MARIE AIRPORT
784	MORIN, KEVIN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
785	SULLIVAN, KASSANDRA	G4S SECURITY	SAULT AREA HOSPITAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-70

AGREEMENT: A by-law to authorize the execution of the Fire Safety Grant Transfer Payment Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal for funding under the Municipal Fire Protection Grant.

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 Fire Safety Grant Transfer Payment Agreement dated April 12, 2021 between the City and Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding under the Municipal Fire Protection Grant.

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 12th day of April, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 12th day of April, 202021 (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

THE CORPORATION OF THE CITY OF SAULT STE MARIE

(the “**Recipient**”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Reports, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Office of the Fire
Marshal**

Click or tap here to enter text.

Date

Signature: _____

Name: Douglas Browne

Title: Deputy Fire Marshal

April 12, 2021

Date

Signature: _____

Name: Christian Provenzano

Title: Mayor

I have authority to bind the Recipient.

Signature: _____

Name: Rachel Tyczinski

Title: City Clerk

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 DEFINITIONS

A1.1 Definitions. In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

(a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

“**Funds**” means the money the Province provides to the Recipient pursuant to the Agreement.

“**Indemnified Parties**” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“**Maximum Funds**” means the maximum Funds set out in Schedule “B”.

“**Notice**” means any communication given or required to be given pursuant to the Agreement.

“**Notice Period**” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time.

“**Parties**” means the Province and the Recipient.

“**Party**” means either the Province or the Recipient.

“**Project**” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on March 31, 2021 and will

TP Agreement – Shortened
Page 4 of 14

expire on the Expiry Date.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A6.0 REPORTING, ACCOUNTING AND REVIEW

A6.1 Preparation and Submission. The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 Record Maintenance. The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.0 COMMUNICATIONS REQUIREMENTS

A7.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

A7.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.0 INDEMNITY

A8.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A9.0 INSURANCE

A9.1 Recipient's Insurance. The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability

arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

A9.2 **Proof of Insurance.** If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A10.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A10.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A10.3 **When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

- A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:
- (a) demand from the Recipient the payment of the unspent Funds; and
 - (b) adjust the amount of any further instalments of Funds accordingly.

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A13.0 NOTICE

A13.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A13.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A14.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A15.0 INDEPENDENT PARTIES

A15.1 Parties Independent. The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A16.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

A17.0 GOVERNING LAW

A17.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A18.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the TP Agreement – Shortened

- requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A19.0 SURVIVAL

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$22,600.00
Expiry Date	August 1, 2021
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Address: Fax: Email:
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

(None)

SCHEDULE “C”

PROJECT

The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

<insert a copy of the letter of intent from the municipality to outline proposed use of funds>

SCHEDULE “D”

BUDGET

Funding will be provided to the <insert municipality name> upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

SCHEDULE “E”

REPORTS

As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW NO. 2021-72

PROPERTY SALE: A by-law to authorize the sale of surplus property being civic 206 Cathcart Street, legally described in PIN 31575-0160 (LT) to JHCD Unlimited Inc. (Frank Shunock).

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

1. LANDS DECLARED SURPLUS

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. SALE AUTHORIZED

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to JHCD Unlimited Inc. (Frank Shunock) or as otherwise directed at the consideration shown and upon the conditions set out in Schedule "A".

3. EXECUTION OF DOCUMENTS

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

4. SCHEDULE "A"

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

5. EFFECTIVE DATE

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

PASSED in open Council this 12th day of April, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

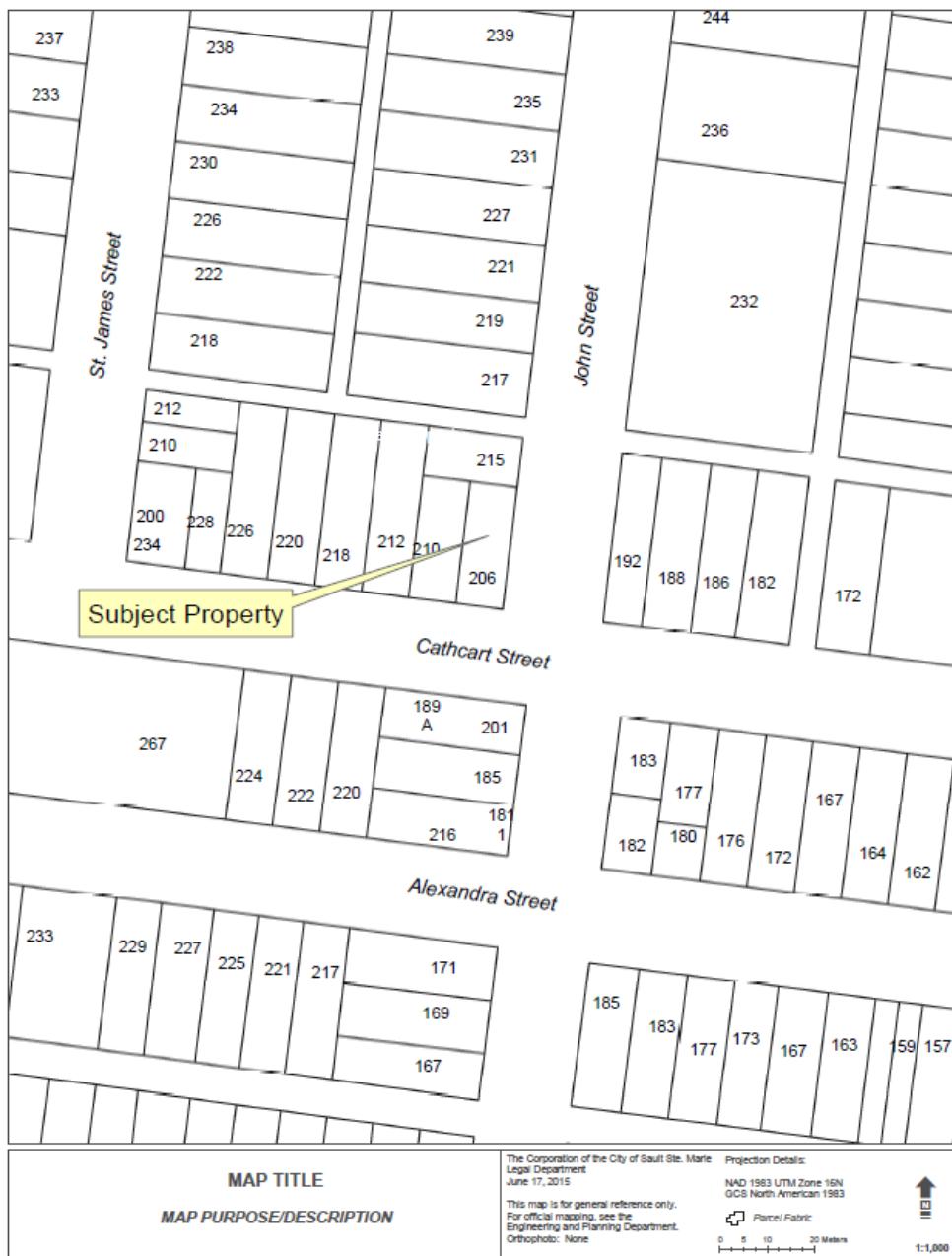
SCHEDULE "A" TO BY-LAW 2021-72

PURCHASER: JHCD Unlimited Inc.

ADDRESS: 206 Cathcart Street
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: 31575-0160 (LT)
PT LT 159 PL 727 KORAH AS IN T436131; SAULT STE.
MARIE

CONSIDERATION: TWELVE THOUSAND (\$12,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE
BY-LAW 2021-73

AGREEMENT: A by-law to authorize the execution of the Contract between the City and EllisDon Civil Ltd. for the Boardwalk Remediation (Contract 2021-3E).

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

1. EXECUTION OF DOCUMENT

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated April 12, 2021 between the City and EllisDon Civil Ltd., a copy of which is attached as Schedule "A" hereto. This Contract is for the Boardwalk Remediation (Contract 2021-3E).

2. SCHEDULE "A"

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

3. EFFECTIVE DATE

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

PASSED in open Council this 12th day of April, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CORPORATION OF THE CITY OF SAULT STE MARIE

**Contract No 2021-3E
Boardwalk Scour Remediation
Phase 2**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 12 th day of April in the year 2021, by and between **EllisDon Civil Ltd.**, hereinafter called the "**Contractor**",

AND

The Municipal Corporation of the City of Sault Ste. Marie, hereinafter called the "**Corporation**".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**Corporation of the City of Sault Ste. Marie
Contract No 2021-3E
Boardwalk Scour Remediation
Phase 2**

which have been signed in triplicate by both parties and which were prepared by TULLOCH Engineering Inc., acting as Agent and Contract Administrator, and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its

officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation:

The Corporation of the City of Sault Ste. Marie
P.O. Box 580, Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5N1

The Contractor:

EllisDon Civil Ltd.
750 Great Northern Rd
Sault Ste. Marie, ON, P6B 0A8

The Contract Administrator:

TULLOCH Engineering Inc.
71 Black Road, Unit 8
Sault Ste. Marie, Ontario, P6B 0A3

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

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE MARIE

(seal)

MAYOR – Christian Provenzano

CITY CLERK – Rachel Tyczinski

THE CONTRACTOR

EllisDon Civil Ltd.
COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-74

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 907 Third Line East (Fox Run Subdivision), formerly referenced as 817 and 817A Third Line East.

WHEREAS By-law 2005-150 was enacted as a comprehensive zoning by-law for the City of Sault Ste. Marie on October 26, 2005;

AND WHEREAS Special Exceptions 255 and 306 to by-law 2005-150 both affect the lands located at 907 Third Line East;

AND WHEREAS it is more concise to use only one Special Exception concerning the subject lands;

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. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by repealing section 2(306) and adding the following subsection 2(306) and heading as follows:

“2(306) – 907 THIRD LINE EAST

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south west corner of Third Line East and Foxborough Trail and having civic no. 907 Third Line East and outlined and marked “Subject Property” on the map attached as Schedule 306 hereto is changed from R3.S (Low Density Residential) zone with a “Special Exception” to R3.S (Low Density Residential) zone with an amended “Special Exception” and from R4.S (Medium Density Residential) zone with a “Special Exception” to R4.S (Medium Density Residential) zone with an amended “Special Exception”, subject to the following special conditions:

- 1) The area shown as Block 2 may be used for the following uses only, in addition to those uses permitted in an R4 (Medium Density Residential) zone:

- a) Accessory Uses;
 - b) Care Facility;
 - c) Fitness Facility;
 - d) Group Home;
 - e) Group Residence;
 - f) Hospice;
 - g) Medical Centre;
 - h) Nursing and Residential Care Facility;
 - i) Parks and Playground;
 - j) Place of Worship; and
 - k) Recreational Facilities – Excluding animal pens and cages, bandstands and horse riding establishments.
- 2) The additional uses permitted in Block 2 shall adhere to the Institutional zone regulations as set out in Zoning By-law 2005-150.
 - 3) The additional uses permitted in Block 2 shall not exceed 5-storeys in height.
 - 4) The areas shown as Blocks 1 & 3 are limited to the following permitted uses only:
 - a) Single Detached Dwelling;
 - b) Semi-detached Dwelling;
 - c) Duplex Dwelling;
 - d) Bed and Breakfast;
 - e) Home Based Business; and
 - f) Accessory Uses.
 - 5) That in Block 2, single detached dwellings be added as a permitted use, in addition to the uses permitted in an R4 Zone.
 - 6) On Block 3, the resulting lots and buildings shall be oriented in a manner such that the rear yards are adjacent to the Windsor Farms Subdivision to the south.”

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 231.

PASSED in Open Council this 12th day of April, 2021.

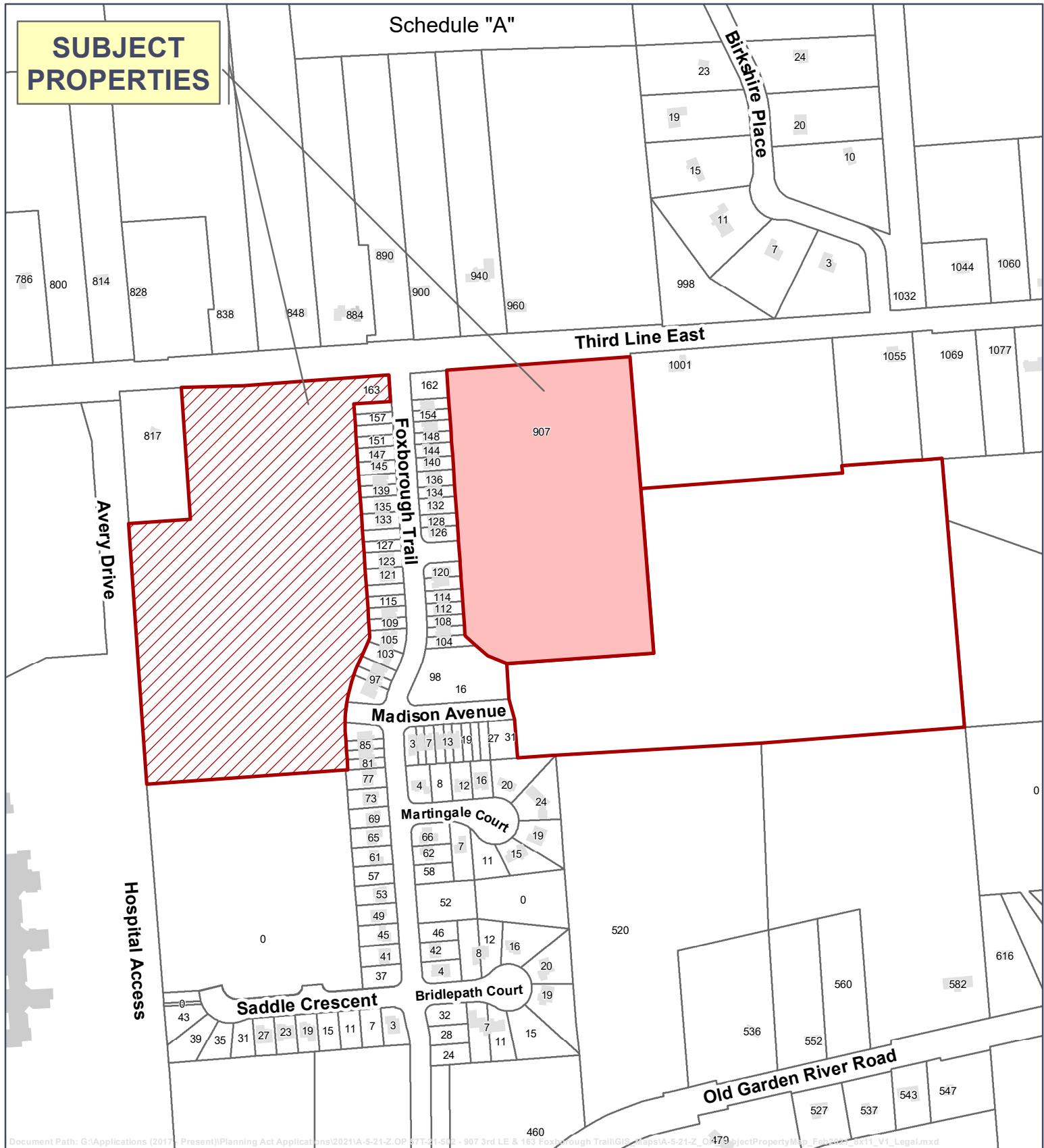
MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2021\Foxborough Trail, 163 and Third Line E, 907\2021-74 Zoning Amending special exception ONLY Foxborough Trail 163 and Third Line E 907.doc

SUBJECT PROPERTIES

Schedule "A"



Document Path: G:\Applications (2017)\Present\Planning Act Applications\2021A-5-21-Z.OP\TT-21-502 - 907 3rd LE & 163 Foxborough Trail\GIS\Maps\A-5-21-Z_0479\ProjectPropertyMap_Feb2021_8x11_V1_Legal.mxd

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

Legal Department Reference Schedule "A"



SAULT

STE. MARIE

Planning and Enterprise Services

Community Development and Enterprise

Services

Department

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

saultstemaries.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only

Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983

0 20 40 80 Meters
1:5,000

Property Information

Civic Address: 163 Foxborough Trail & 1023 Third Line East
Roll No.: 030075002850000 & 030075001000000
Map No.: 100/1-114
Application No.: A-5-21-Z-OP
Date Created: February 19, 2021

Legend

- Draft Plan of Subdivision Amendment & Z-OP
- Draft Plan of Subdivision Amendment & OP
- No Changes
- Parcel ID

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2021-46

LANE CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a lane in the Eldridge Subdivision, Plan 1043.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2021-45;

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 PIN 31541-0311 (LT) LANE BLK C PL 1043 ST. MARY'S EXCEPT PT 1 1R12005; CITY OF SAULT STE. MARIE, Eldridge Subdivision, Plan 1043, 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 22nd day of February, 2021.



MAYOR - CHRISTIAN PROVENZANO


CITY CLERK – RACHEL TYCZINSKI

LANE CLOSING & CONVEYANCE: (MAP 80) A by-law to stop up, close and authorize the conveyance of a portion of a lane in the Eldridge Subdivision, PIN 31541-0311 (LT) LANE BLK C PL 1043 ST. MARY'S EXCEPT PT 1 1R12005; CITY OF SAULT STE. MARIE.

Read the THIRD time in open Council and passed this 12th day of April, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2021\2021-46 721 Wellington St. E Lane Closing and Convyance THIRD READING.docx

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

